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SC Court of Appeals

STATE OF SOUTH CAROLINA  
IN THE ADMINISTRATIVE LAW COURT

|   |   |                                |
|---|---|--------------------------------|
| Ronnie Swofford, #218281                  | ) | Docket No.: 25-ALJ-04-0744-AP  |
|   | ) | [Grievance No.: BRCI 381-25]   |
| Appellant,                                | ) |                                |
|   | ) | <i>Hon. Crystal M. Rookard</i> |
| v.  | ) |                                |
|   | ) |                                |
| South Carolina Department of Corrections, | ) | <b>RESPONDENT'S MOTION TO</b>  |
|   | ) | <b>DISMISS</b>                 |
| Respondent.                               | ) |                                |

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This matter is before the Administrative Law Court (“ALC” or “Court”) pursuant to the appeal of Ronnie Swofford (“Appellant”), an inmate incarcerated with the South Carolina Department of Corrections (“SCDC” or “Department”). The above-captioned matter concerns a Prison Industries Enhancement Program (“PIECP” or “PI”) pay claim. On April 11, 2025, Appellant filed a Step One Grievance requesting that he receive backpay for the work he completed in PI at Broad River Correctional Institution.<sup>1</sup> The Step One Grievance was forwarded to the Step Two level of the appeal process due to the nature of Appellant’s appeal. The Step Two Grievance response was issued on October 7, 2025.<sup>2</sup> SCDC considered the grievance resolved because Appellant settled his PI wage claim. This appeal followed.

On January 27, 2025, the parties settled any and all claims arising out of Appellant’s participation in the prison industries program, including any Prison Industries Enhancement Certification Program while incarcerated at the South Carolina Department of Corrections.<sup>3</sup> On or about February 7, 2025, the settlement funds were deposited into Appellant’s E.H. Cooper Account. The settlement agreement Appellant signed expressly states that Appellant:

does hereby release, acquit, and forever discharge the SCDC, their

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<sup>1</sup> A copy of the Step One Grievance is attached for the Court’s and parties’ convenience.  
<sup>2</sup> A copy of the Step Two Grievance is attached for the Court’s and parties’ convenience.  
<sup>3</sup> A copy of the Final Release and Settlement Agreement dated January 27, 2025, is attached for the Court’s and parties’ convenience.

agents . . . from any and all claims, grievances, Administrative Law Court cases, appeals, demands, causes of actions, actions or suits of any kind or nature whatsoever, including, but not limited to, all claims, known or unknown, relating to the monies paid to Inmate, of any kind including but not limited to claims to be paid the 'prevailing wages' pursuant to S.C. Code Ann. § 24-3-430 (d) . . .

*See* Final Release and Settlement Agreement. Appellant knowingly and voluntarily released any and all claims regarding his PI wages. *See id.* Under the terms of Appellant's settlement agreement with SCDC, Appellant is precluded from bringing any future or additional claims arising out of his participation in PIECP. *See id.* Appellant also agreed that the purpose of the settlement agreement was to make a "full and final compromise, settlement, and adjustment of any and all claims" relating to his work in PIECP. *Id.* Thus, Appellant has fully resolved his claim for PI wages and is not permitted to bring additional claims.

Therefore, Respondent respectfully requests this case be dismissed.

Respectfully submitted,

Lauren Stevens

Lauren Stevens  
Staff Attorney  
South Carolina Department of Corrections  
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(803) 896-8508

January 14, 2026  
Columbia, South Carolina

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
INMATE GRIEVANCE FORM**

218281  
4/14/25

STEP 1

APR 30 REC'D

BRCT - 0381 - 25

|  |  |
|--|--|
| <b>INMATE NAME:</b> <u>Ronnie C. Swafford Jr.</u><br><b>SCDC NUMBER:</b> <u>218281</u><br><b>INSTITUTION:</b> <u>TYRCI</u><br><b>HOUSING UNIT:</b> <u>U6 - 10 - A</u><br><b>WORK ASSIGNMENT:</b> <u>DORM</u> | <b>OFFICE USE ONLY</b><br><b>Grievance No:</b> <u>TYRCI-0254-25</u><br><b>Code:</b> General <u>My/W3</u><br><b>Policy:</b> _____<br><b>Disc. Hear.:</b> _____<br><b>Class:</b> _____<br><b>PREA:</b> _____<br><b>Date Received:</b> <u>4/14/25</u><br><b>IGC Initials:</b> <u>OC</u> |
|--|--|

**STATEMENT OF GRIEVANCE** (Indicate the date of incident, and if the grievance is a challenge to SCDC Policy, specify which policy. Include supporting documentation and attach answered RTSM or Kiosk reference number.) Pursuant to the S.C. Court of Appeals it has been determined that inmates are to be paid the prevailing wages mandated by SC Code of Law 24-3-430 (D) and 24-3-315 which STATES "no inmate participating in the program may earn less than the prevailing wage for work of a similar nature in the private sector, see also federal law 18 USCA 1761 (C)(2). From 2003-2006 I worked at Broad River Corr. Inst. PIE program for "RM Design, Inc". I had over 5200 hours at pay rates starting at \$5.15 and up to \$6.00 an hour. Pursuant to the SCDC inmate policy, Inmate Grievance System GA-01.12 Section 7 "Grievable issues". Inmates can only have (1) one issue or Disc Appeal per Grievance form. My recent Grievance in regards to prevailing wages at Tyger River Corr. Inst is closed, and so now I am exercising the policy to start on a different claim. I have a protected Liberty Interest in any of my money.

Ronnie Swafford 4-11-25  
Grievant Signature Date

**ACTION REQUESTED:** I Am asking For All back pay wages owed For Services rendered during my years at Broad River Corr. Inst. for RM Design Inc from 2003-2006, without reprisal from the Dept. of Corrections

**ACTION TAKEN BY IGC:**  PROCESSED  UNPROCESSED  OTHER  
 Closed at Tyger River forwarded to Broad River, plrumbly 4/14/25

\_\_\_\_\_  
IGC Signature Date

(CONTINUE ON REVERSE SIDE)

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
INMATE GRIEVANCE FORM  
STEP 2

Office Use Only

INMATE NAME: Ronnie Swafford  
SCDC NUMBER: 218281  
INSTITUTION: Tyger River  
HOUSING UNIT: \_\_\_\_\_  
WORK ASSIGNMENT: \_\_\_\_\_

Grievance No. BRCI-0381-25  
Code: General \_\_\_\_\_  
Policy \_\_\_\_\_  
Disc Hear \_\_\_\_\_  
Class \_\_\_\_\_  
PREA \_\_\_\_\_  
Date Received \_\_\_\_\_  
IGC Initials \_\_\_\_\_  
Date Received \_\_\_\_\_  
IGA Initials \_\_\_\_\_

INMATE'S REASON FOR APPEAL (state specific dissatisfaction)

In accordance with SCDC Policy GA-01.12, "Inmate Grievance System," due to the nature of allegations you have raised in your grievance, it has been forwarded to the Inmate Grievance Branch Central Office and Office of General Counsel for a response.

Inmate's signature has been adopted from SCDC 10-5, Step 1 Inmate Grievance Form.

Grievant Signature [Signature] Date 11/1/25

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

**SEE REVERSE SIDE FOR RESPONSIBLE OFFICIAL'S DECISION & REASON**

Responsible Official Signature [Signature] Date 10/7/25

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

IGC Signature \_\_\_\_\_ Date \_\_\_\_\_

(SEE REVERSE SIDE FOR INSTRUCTIONS)

## INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review. No additional pages will be permitted.
3. Submit this completed form with your copy of the Step 1 form by placing in the Grievance Box within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

Ronnie Swofford, # 218281 - BRCI-0381-25

In your grievance, you request prevailing wage pay for work in RM Designs at Broad River from 2003 through 2006. However, you settled all claims related to prevailing wage pay on January 27, 2025. Your settlement funds went into your E.H. Cooper Account on February 7, 2025. Therefore, you are not due any additional funds, and your grievance is considered resolved.

You may appeal this decision under the South Carolina Administrative Procedures Act to the South Carolina Administrative Law Court. In order to appeal, you must complete the attached Notice of Appeal Form (Form) and submit it as instructed on the Form within 30 days of receipt.

## FINAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

I, Ronnie Swofford, # 218281, hereby voluntarily enter into this Final Release of All Claims.

Ronnie Swofford, # 218281, (hereinafter "Inmate") for and in consideration of the promise and agreement hereby made on behalf of the South Carolina Department of Corrections ("SCDC") to pay a total of [REDACTED] to Inmate, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inmate does hereby release, acquit, and forever discharge SCDC, its agents, successors and assigns, current and former employees, current and former elected officials, or attorneys and any and all other firms, persons, associations, corporations, or entities, whether herein named or referred to or not, from any and all claims, grievances, Administrative Law Court cases, appeals, demands, causes of actions, actions or suits of any kind or nature whatsoever, including, but not limited to, all claims, known or unknown, up to and including the date of this Release relating in any way to the monies of any kind paid to Inmate, including but not limited to claims that inmate was not paid the "prevailing wage" pursuant to S.C. Code Ann. § 24-3-430 (d). This Release specifically includes any claim relating to remittances of monies, back payment of wages, and any other damages of any kind whatsoever, whether in tort or contract or any other basis, on account of or arising out of or in any way relating to Inmate's participation in the Prison Industries Program, including any Prison Industries Enhancement Program ("PIE" or "PIECP") while incarcerated at the South Carolina Department of Corrections. This Release specifically includes any matters currently pending in any South Carolina or Federal court, including any appellate court. Inmate agrees that any pending court matter shall be ended and/or dismissed with prejudice and Inmate shall sign any necessary documents to effectuate dismissal.

Inmate hereby declares that the terms of this Final Release have been completely read, fully understood, and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims and or losses against SCDC and any and all firms, persons, or corporations liable or who might be claimed to be liable. Inmate understands that the express purpose of this Release is to forever preclude any further or additional claims by or on behalf of Inmate arising out of or in any way related to Inmate's participation in the Prison Industries Program, including any Prison Industries Enhancement Program ("PIE" or "PIECP"), and it is further understood and agreed that this Final Release may be plead as a bar to any claim of any kind whatsoever which may be asserted by Inmate or on his behalf in connection with the aforementioned participation in the Prison Industries Program.

This Final Release of All Claims shall be interpreted and governed in accordance with the laws of the State of South Carolina.

Inmate agrees that he has not assigned, transferred, or conveyed in any manner all or any part of his legal claims or legal rights against the other in connection with the matters described above related to claims related to Prison Industries or pay.

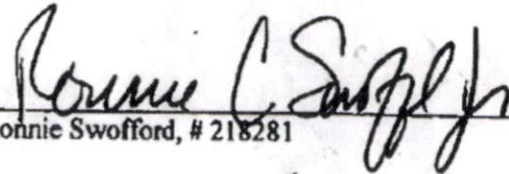
Inmate understands that SCDC is not withholding any amount or paying any amount on behalf of Inmate for taxes. Inmate specifically agrees that, to the extent any tax liability (state,

federal or otherwise) may now or hereafter become due because of the payment of any sums pursuant to this Agreement or claims against SCDC, such liabilities shall be his sole responsibility, and he shall pay any taxes, penalties or interest which may be due and payable. Moreover, if, for any reason, at any time, a claim is made against SCDC for taxes of any kind on the payments made hereunder, Inmate agrees within thirty (30) days of being notified of such claim(s) to indemnify SCDC, its officers, directors, and/or agents and to hold them harmless against such claims, including any penalties and/or interest.

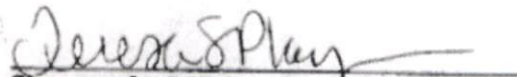
In consideration of the above payment, the undersigned also agree(s) that this settlement is the compromise of a disputed claim and that the payment made in settlement thereof is not to be construed as an admission of liability on the part of SCDC. **The above stated amount represents the total settlement which will be placed in Inmate's E.H. Cooper Inmate Account. The above stated amount is the total settlement amount and no additional funds will be paid for child support or placed into long-term savings. Funds paid as settlements are not subject to statutory deductions.**

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I HAVE READ THE FOREGOING RELEASE.

  
Ronnie Swofford, # 218281

1-27-25  
Date:

  
Signature for SCDC (to be completed at Headquarters)

1/27/2025  
Date: