

STATE OF SOUTH CAROLINA  
ADMINISTRATIVE LAW COURT

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Ronnie Swofford #218281  
Appellant,  
v.

South Carolina Department of Corrections,  
Respondent,

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**RECEIVED**  
MAR 23 2026  
SC Court of Appeals

The Honorable Crystal M. Rookard  
Appellate Case No.: 25-ALJ-04-0744-AP

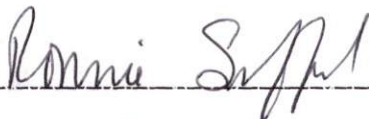
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Appeal from the Inmate Grievance Branch  
at the S.C. Department of Corrections

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BRIEF OF APPELLANT

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Ronnie Swofford #218281

Kershaw Corr. Inst

SB - 0012 - T

4848 Goldmine Hwy

Kershaw, S.C.

29067

STATEMENT OF ISSUES ON APPEAL

1. Did the South Carolina Department of Corrections ("SCDC") err in denying the Appellants Step 2 grievance by ruling that "You (Appellant) settled all claims relates 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". For work in RM Designs at Broad River from 2003 through 2006?
  
2. Did the South Carolina Department of Corrections ("SCDC") violate the appellants Procedural Due Process Protection for Liberty and/or Property Interest by failing to pay money owed and mandated by statutory laws and SCDC's "Policies & Procedures"?

## STATEMENT OF THE CASE

The Appellant filed a Step 1 grievance on April 11, 2025 at the Tyger River Correctional Institution with Mrs. Crumly (IGC) the inmate grievance coordinator in which the Step 1 grievance that was filed was forwarded to the Broad River Correctional Institution. The grievance was in regards to a back pay wage dispute from where the appellant worked for RM Designs, Inc. from 2003 through 2006 under the P.I. program that was in place at BRCI. The appellant received notification that the grievance filed was assigned grievance no.: BRCI-0381-25. Due to the nature of Appeal the Step 1 grievance was forwarded to the Step 2 process. The appellant received a notice from the Office of General Counsel / Inmate Grievance Branch on May 2, 2025 that the respondent is was receipt of your prevailing wage appeal, and pursuant to SCDC Policy GA-01.12 Inmate Grievance System, SCDC advocates timely efficient resolution of complaints and grievances brought to the attention of administrators by inmates (Exhibit A.3).

On October 7, 2025 the Step 2 grievance was denied. The Appellant timely filed an Appeal to this Honorable Court was assigned to the appellant on November 13, 2025. The appellant will show this Honorable Court that SCDC failed to follow its own Policies & Procedures in determining the appellant was not owed monies from BRCI's PIECP pay claim dispute, in addition to using ambiguous language to cover up language SCDC failed to use in the settlement agreement with the appellant on a different grievance (TYRCI-0131-24) that had absolutely no bearing on the current grievance (BRCI-0381-25) in which the appellant was not paid the prevailing wage nor was hours of BRCI ever included because there was no mention of such hours in the previous grievance from Tyger River Corr. Inst. (TYRCI-0131-24).

The respondent's have filed their Record on Appeal with their Motion to Dismiss, The appellant's brief is due on February 11, 2026 and the respondent's reply brief is due March 3, 2026.

The argument to the appellant's brief follows:

## STANDARD OF REVIEW

This Court generally has jurisdiction to hear inmate appeals that have been properly filed and served. See S.C. code Ann. §1-23-600(D)(Supp.2024) *Allen v S.C. Dept. of Corr.*, 439 S.C. 164, 170, 886 SE2d 671, 674 (2023) (The ALC has subject matter jurisdiction over inmate grievance appeals that have been properly filed); *Slezak v S.C. Dept of Corr.*, 361 S.C. 327, 331 605 SE2d 506, 507 (2024); *Al-Shabazz v State*, 338 S.C. 354, 369, 527 SE2d 742, 750 (2000).

## ARGUMENT

1. Appellant was denied back pay wage earnings from the Broad River Correctional Institution while working in the P.I. program for RM DESIGNS, Inc. from 2003 through 2006 pursuant to Torrence v S.C. Depart. of Corr. when respondent failed to follow S.C. statute and and SCDC Policies & Procedures when making this determination.
2. S.C. Department of Corrections did violate the appellants Procedural Due Process Protection for Liberty and/or Property Interest by failing to pay money owed and mandated by S.C. statutory laws and SCDC's "Policies & Procedures".

## RELEVANT FACTS

In April of 2024 the appellant spoke with the Inmate Grievance Coordinator at the Tyger River Corr. Inst. Mrs. Crumly (IGC) specifically about the PIECP pay claim in which the appellant had worked for two (2) different P.I. programs, on two (2) different sentences, at two (2) different Institutions, for two (2) different companies, with two (2) different pay rates. The appellant is well versed on SCDC inmate policies & procedures, especially the "Inmate Grievance System" GA.01-12, section 7 "Grievable Issues" which state:

Section 7, Only one (1) issue, or one disciplinary conviction may be addressed on each grievance form, the following issues will be considered grievable.

Section 7.1, Department policies, directives, or conditions which directly affect the inmate.

The appellant wanted clarification about having both "PIECP" pay claims on one grievance form. Mrs. Crumly (IGC) stated that "I" the appellant has to file two (2) different grievances because the grievances had to be filed at the Institution that the inmate worked and SCDC policy prohibits more than one (1) grievable issue is to be filed <sup>ON</sup> one (1) grievance form and therefore Mrs. Crumly (IGC) could not accept a grievance from the appellant because of the multiple issues. Additionally, because the appellant brought this to Mrs. Crumly's attention, filing a grievance in this manner would not nor could not be submitted with both PIECP pay claims together. The appellant asked Mrs. Crumly as to why other inmates got away with filing multiple issues, and Mrs. Crumly's innocent explanation was that "ALL" the step 1 grievances were elevated to the step 2 process due to the nature of the grievance and the IGC direct observance was not necessary. However, because the appellant actually asked about this process, Mrs. Crumly could not simply forward the appellant's grievance because it would have violated SCDC policy, since this matter was brought to the IGC's attention turning a blind eye was unacceptable.

Since the appellant was currently working at the Tyger River Corr. Inst. P.I. Program for Shaw Floors, the appellant filed a grievance in

regards to the Tyger River Corr. Inst. hours owed, Grievance No.: TYRCI-0131-24 was generated upon filing and the grievance was for 2500 hours and there was absolutely no mention of the Broad River Corr. Inst. P.I. or the hours owed from Broad River C.I. or anything in those regards. The appellant was given a directive by the Tyger River IGC to not put multiple issues on one (1) grievance form. While the grievance took its course the appellant worked to gathering information for hours and/or monies owed from Broad River P.I., to be clear SCDC Inmate Grievance System mandates an inmate to file one (1) grievable issue on one (1) grievance form, not that both grievances has to be filed at the same time.

In late August or early September 2024 the appellant met with Mr. Todd Darwin an attorney from the Holcombe & Bomar, P.A., Law Office, 100 Dunbar St., Suite 200, Spartanburg, S.C. 29306, who was hired by SCDC to help settle PIECP pay claims. Mr. Darwin offered a settlement amount in which the appellant declined. The appellant ask Mr. Darwin about adding the BRCI PIECP pay claim to the TYRCI PIECP pay claim grievance and Mr. Darwin stated "No" and that the only settlement authority Mr. Darwin had was to the TYRCI-0131-24 pay claim.

The appellant never received permission or received any settlement authority to add the BRCI PIECP pay claim to the current settlement dispute which at the time was the grievance no.:TYRCI-0131-24. The appellant was owed roughly \$21,000.00 for the 2500 hours at the Tyger River C.I. PIECP pay claim and settled for \$18,000.00, with understanding that the ambiguous language used in the contract was to the appellant could not ask for any more money that would be available as in child support, long term savings, overtime, etc. Grievance No.: TYRCI-0131-24 was closed upon receiving the settlement on January 27, 2025.

In *Torrence v S.C. Dept. of Corr.* 373 S.C. 586 593-95, 646 SE2d 866, 869-870 (2007) "Inmates right to pursue their claims through the Department's internal grievance procedure ". Additionally, SCDC grievance policy mandates how the inmate is to follow and arrive at receiving the statutory mandated prevailing wage by following established policy and procedure. The administrative agencies interpreting with respect to the statutes entrusted to its administration of its own regulations.

Our S.C. Supreme Court held in *Torrence v S.C. Depart. of Corr.* 433, S.C. 224, 857 SE2d 549 that the inmates grievance involved department policies and procedures.

Exhibit A.3 is a letter dated May-2-2025 from the Office of General Counsel - Inmate Grievance Branch indicating that the BRCI-0381-25 grievance was being investigated and the what purpose the Inmate Grievance System served. The Office of General Counsel is the Authority that governs the "Inmate Grievance System" GA-01.12 knows what the policy and procedures entail yet now the wants to punish the inmate for following the very rules that are in place.

The respondent's motion to dismiss will show a copy of grievance no.: BRCI-0381-25 will show the appellant's step 1 grievance was received and forwarded to BRCI on April 14, 2025 (See action taken by IGC) at the bottom of the step 1 grievance. That shows the IGC at Tyger River could not receive a grievance from the appellant with multiple issues because Mrs. Crumly (IGC) could not process a grievance to another Institution. Again, SCDC Policy only mandates that multiple issues are to be filed individually on separate grievance forms, but there is no mandate or mention that grievances have to be filked at the same time.

Exhibits A.1 and A.2 are copies of other inmate settlement agreements that identify the language used which is critical when alleging all claims. Exhibit A.1 states "For all work at all institutions for all time periods" and Exhibit A.2 states "This release covers all work for Prison Industries at any and all institutions where applicable work was performed". The appellant's settlement agreement does not have this language because the respondent never included the hours because the appellant never asked in the TYRCI-0131-24 grievance about the BRCI PIECP pay claim.

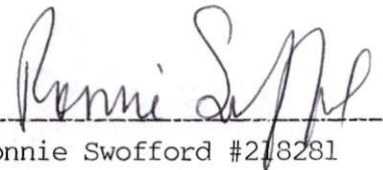
The appellant would not have accepted the settlement agreement of \$18,000.00 if the respondent had included any such language "for all work at all institutions for all time periods" or any language indicating such because SCDC denied settlement authority that included BRCI and the language in the appellant's settlement agreement reflects that.

If a statute or regulation administered by an agency is silent or ambiguous with respect to specific issue, Court must give deference to agency's interpretation of statute or regulation, assuming interpretation is worthy of deference (Plain, Literal, or Clear meaning).

S.C. Code Ann. §24-3-430 (H) mandates inmates pay is directly paid to the SCDC and at that point all pay claim matters must go through the SCDC internal grievance policies and procedures. The appellant has followed all policies and procedures, to include the directive from the Tyger River IGC Mrs. Crumly.

If the respondent actually believed the settlement agreement between the respondent and the appellant was settled between the Tyger River Corr. Inst. PIECP pay claim and the BRCI PIECP pay claim then the respondent would have identified that "All work for all institutions for all time periods" and/or some other language the respondent's have used to clarify in other inmate settlement agreements. The respondent failed to add or use that language in the appellant's settlement agreement. However, the respondent is simply trying to use the ambiguous language in that same manner.

The Appellant asks this Honorable Court to either remand this case back to the S.C. Department of Corrections to work out a settlement agreement or that this Honorable Court to rule that the appellant should be paid the PIECP pay claim Identified in the current grievance for hours owed from 2003 through 2006 while working at RM DESIGNS, Inc while at the Broad River Corr. Inst. and/or any other proper and just ruling this Honorable Court deems appropriate.



Ronnie Swofford #218281

Kershaw Corr. Inst.

SB - 0012 - T

4848 Goldmine Hwy

Kershaw S.C. 29067

1-28-24

Date

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
INMATE GRIEVANCE FORM  
STEP 2

Office Use Only

INMATE NAME Claude Hamrick  
SCDC NUMBER 144172  
INSTITUTION Tyger River  
HOUSING UNIT \_\_\_\_\_  
WORK ASSIGNMENT \_\_\_\_\_

Grievance No TYRCI-0302-25  
Code General NY1145  
Policy \_\_\_\_\_  
Disc Hear \_\_\_\_\_  
Class \_\_\_\_\_  
PREA \_\_\_\_\_  
Date Received \_\_\_\_\_  
IGC Initials \_\_\_\_\_  
Date Received 9/10/25  
IGA Initials ZOB

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 N/A Date N/A

RESPONSIBLE OFFICIAL'S DECISION AND REASON.

SEE REVERSE SIDE FOR RESPONSIBLE OFFICIAL'S DECISION & REASON

Responsible Official Signature [Signature] Date 9/10/25

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 Claude Hamrick Date 9/16/25

IGC Signature [Signature] Date 9/16/25

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.

Claude Hamrick, # 144172 - TYRCL-0302-25

SCDC has calculated your pay at the prevailing wage rate for your Prison Industries job code(s) for all work at all institutions for all time periods. There are no calculations after May 21, 2024 because on that date, the inmate pay statute, S.C. Code 24-3-430(D), was amended to eliminate the language requiring that inmates be paid the prevailing wage going forward. It is now lawful for inmates to be paid the federal minimum wage. Our calculations resulted in the following:

Net total: [REDACTED]

SCDC believes its calculations are correct and we are prepared to pay you the full net total upon execution of a settlement agreement and release. If you dispute the time period in question or the calculations, you may file an appeal.

Claude Hamrick III I accept a settlement for the full net total.

\_\_\_\_\_ I do not accept a settlement and wish to file an appeal.

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. No additional grievances may be submitted through the Inmate Grievance System regarding the timeframe stated in this Final Agency Decision. Therefore, we consider your grievance 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 and submit it as instructed on the form within 30 days of receipt of this decision.

## FINAL RELEASE OF ALL CLAIMS

I, Charles Jackson, #220129, hereby voluntarily enter into this Final Release of All Claims.

Charles Jackson, #220129 (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 \$12,880.97 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, petitions, 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 covers all work for Prison Industries at any and all institutions where applicable work was performed. 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


  
\_\_\_\_\_  
Charles Jackson, #220129

EXHIBIT A.2

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.

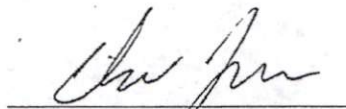
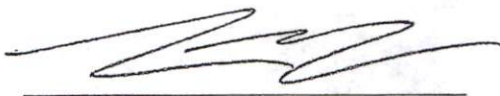
In consideration of the above payment, the undersigned also agree(s) that this settlement is the compromise of a disputed claim and that the payment made in settlement thereof is not to be construed as an admission of liability on the part of SCDC. **The above stated amount is paid as a settlement, and amounts paid as settlements are not subject to statutory deductions. The above stated amount represents the total settlement which will be paid. 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.**

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.

IN WITNESS WHEREOF, my hand and seal is hereunto set this 20 day of May, 2025, in the presence of the below named witness.

I HAVE READ THE FOREGOING RELEASE.

WITNESS:



Charles Jackson, #220129

INMATE COPY

EXHIBIT A.3

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS  
OFFICE OF GENERAL COUNSEL | INMATE GRIEVANCE BRANCH  
INMATE GRIEVANCE APPEAL**

INMATE: Swofford, Ronnie | SCDC No. 218281

FROM: Office of General Counsel | Inmate Grievance Branch

SUBJECT: Prevailing Wage Appeal | Grievance No. BRCI-0381-25

DATE: 5/2/25

The Office of General Counsel - Inmate Grievance Branch is in receipt of your prevailing wage appeal. Pursuant to SCDC Policy GA-01.12 Inmate Grievance System, the South Carolina Department of Corrections advocates timely and efficient resolution of complaints and grievances brought to the attention of administrators by inmates. To this end, the Department will develop, administer, and implement an inmate grievance system accessible to all inmates.

The appeal of your grievance requires further investigation and evaluation. However, due to the volume of incoming prevailing wage grievances and the extenuating nature of your appeal, additional time is needed to process your grievance. Consequently, it will be held in abeyance while the authorized personnel complete their investigation and evaluation of your grievance. Upon the conclusion of this investigation and evaluation, your grievance will be processed in accordance with applicable policies and procedures.

**Cc: SCDC Inmate Grievance Branch**

[Go to Previous Versions of this Section](#) ▾

## 2024 South Carolina Code of Laws

### Title 24 - Corrections, Jails, Probations, Pardons and Pardons

#### Chapter 3 - State Prison System

#### **Section 24-3-430. Inmate labor in private industry authorized; requirements and conditions.**

**Universal Citation:**SC Code § 24-3-430 (2024) [◀ Previous](#)[Next ▶](#)

(A) The Director of the Department of Corrections may establish a program involving the use of inmate labor by a nonprofit organization or in private industry for the manufacturing and processing of goods, wares, or merchandise or the provision of services or another business or commercial enterprise considered by the director to enhance the general welfare of South Carolina. No violent offender shall be afforded the opportunity to perform labor for nonprofit organizations if such labor is outside the confines of a correctional institution. Inmates participating in such labor shall not benefit in any manner contradictory to existing statutes.

(B) The director may enter into contracts necessary to implement this program. The contractual agreements may include rental or lease agreements for state buildings or portions of them on the grounds of an institution or a facility of the Department of Corrections and provide for reasonable access to and egress from the building to establish and operate a facility.

(C) An inmate may participate in the program established pursuant to this section only on a voluntary basis and only after he has been informed of the conditions of his employment.

(D) No inmate participating in the program may earn less than an hourly rate equal to the federal minimum wage for work of similar nature in the private sector.

(E) Inmate participation in the program may not result in the displacement of employed workers in the State of South Carolina and may not impair existing contracts for services.

(F) Nothing contained in this section restores, in whole or in part, the civil rights of an inmate. No inmate compensated for participation in the program is considered an employee of the State.

(G) No inmate who participates in a project designated by the Director of the Bureau of Justice Assistance pursuant to Public Law 90-351 is eligible for unemployment compensation upon termination from the program.

(H) The earnings of an inmate authorized to work at paid employment pursuant to this section must be paid directly to the Department of Corrections and applied as provided under Section 24-3-40.

HISTORY: 1995 Act No. 7, Part II, Section 43; 1998 Act No. 355, Section 1; 2024 Act No. 192 (S.1001), Section 1, eff May 21, 2024.

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MAR 23 2026  
SC Court of Appeals

STATE OF SOUTH CAROLINA  
IN THE ADMINISTRATIVE LAW COURT

Ronnie Swofford #218281 ) Docket No.: 25-ALJ-04-0744-AP  
Appellant, ) Grievance No.: BRCI-0381-25  
)  
v. ) Hon. Crystal M. Rookard  
)  
South Carolina Department ) CERTIFICATE OF SERVICE  
of Corrections, )  
Respondent, )  
\_\_\_\_\_ )

I, the Appellant certify that I have served one (1) Original and one (1) copy of the Appellant's Intial Brief to the above captioned Docket No.: 25-ALJ-04-0744-AP, to the below listed addresses. The Appellant paid for the postage and placed the afore said Intial Brief in the U.S. mail on January 24, 2026.

Ronnie Swofford  
Ronnie Swofford #218281  
Kershaw Corr. Inst. - SB-0012-T  
4848 Goldmine Hwy  
Kershaw, S.C.  
29067

1 Original to:  
The Honorable Crystal M. Rookard  
S.C. Administrative Law Court  
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1205 Pendleton Street  
Columbia, S.C. 29201

1 Copy to:  
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SCDC - Headquarters  
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Columbia, S.C. 29221-1787

1-28-26  
Date