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**SC Court of Appeals**

STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM THE ADMINISTRATIVE LAW COURT

Administrative Law Judge Ralph King Anderson, III

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ALC Case No. 25-ALJ-04-0649-IJ  
Appellate Case No. 2026-000053

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WILLIAM BALLEW, # 71297,

APPELLANT,

v.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

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**INITIAL BRIEF OF RESPONDENT**

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**SOUTH CAROLINA DEPARTMENT  
OF CORRECTIONS**

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**STATEMENT OF ISSUE ON APPEAL**

**THE ADMINISTRATIVE LAW COURT PROPERLY DISMISSED THE CASE FOR FAILING TO IMPLICATE A STATE-CREATED LIBERTY OR PROPERTY INTEREST WHERE APPELLANT SIGNED A SETTLEMENT AGREEMENT REGARDING PREVAILING WAGES AND AGREED THAT NO LONG-TERM SAVINGS WOULD BE PAID.**

## **STATEMENT OF THE CASE**

This matter comes before this Court pursuant to the appeal of William Ballew (Appellant), an inmate confined in the South Carolina Department of Corrections (SCDC). Appellant submitted grievances in 2025 concerning long term savings. These grievances were denied, and Appellant appealed to the Administrative Law Court in October 2025. On December 4, 2025, Judge Ralph King Anderson, III, issued an order dismissing the case. This appeal follows.

## STANDARD OF REVIEW

S.C. Code Ann. § 1-23-610(B) provides the general standard of review for appeals from the Administrative Law Court:

The review of the administrative law judge's order must be confined to the record. The reviewing tribunal may affirm the decision or remand the case for further proceedings; or it may reverse or modify the decision if the substantive rights of the petitioner have been prejudiced because the finding, conclusion, or decision is:

- (a) in violation of constitutional or statutory provisions;
- (b) in excess of the statutory authority of the agency;
- (c) made upon unlawful procedure;
- (d) affected by other error of law;
- (e) clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or
- (f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

In an appeal of a final decision of an administrative agency, the standard of appellate review is whether the ALC's findings are supported by substantial evidence. S.C. Code Ann. § 1-23-610(B). "Substantial evidence" is evidence which, considering the record as a whole, would allow a reasonable mind to reach the same conclusion that administrative agency reached. Hendley v. S.C. State Budget & Control Bd., 325 S.C. 413, 481 S.E.2d 159 (Ct. App. 1996). A reviewing court shall not substitute its own judgment for that of the ALC as to findings of fact, but it may reverse or modify decisions that are controlled by errors of law or that are clearly erroneous in view of the substantial evidence on the record as a whole. Id.

## ARGUMENT

**THE ADMINISTRATIVE LAW COURT PROPERLY DISMISSED THE CASE FOR FAILING TO IMPLICATE A STATE-CREATED LIBERTY OR PROPERTY INTEREST WHERE APPELLANT SIGNED A SETTLEMENT AGREEMENT REGARDING PREVAILING WAGES AND AGREED THAT NO LONG-TERM SAVINGS WOULD BE PAID.**

On March 28, 2025, Appellant signed a settlement agreement captioned “Final Release of All Claims.” (See Settlement Agreement). In this document, Appellant agreed that in exchange for payment of a stated sum of money, he would “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).” (See Settlement Agreement, page 1). On page 2 of the agreement, Appellant agreed that **“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.”** (See Settlement Agreement, page 2) (emphasis in original).

Since Appellant specifically agreed that no long-term savings would be paid because the funds were being paid as a settlement rather than as backpay, the issue is moot and implicates no

state-created liberty or property interest. If Appellant seeks to raise a contract dispute, he must do so in the circuit court, not the Administrative Law Court. (See Order, page 2).

**CONCLUSION**

For the foregoing reasons, this Court should affirm the lower court's dismissal of the appeal.

Respectfully submitted,

**SOUTH CAROLINA DEPARTMENT  
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