

**IN THE SOUTH CAROLINA COURT OF APPEALS**

**Case Numbers.**

**ALC Case No : 25-ALJ-04-0624-AP**

**Appellate Case No: 2025-002534**

**RECEIVED**

**APR 15 2026**

**SC Court of Appeals**

**Adam Weitenhagen,**

Appellant,

v.

**South Carolina Department of Corrections,**

Respondent.

**FINAL APPELLANT'S BRIEF**

Adam Weitenhagen #319884

TYCI Unit 1-217

200 Prison Rd

Enoree, SC 29335

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## TABLE OF AUTHORITIES

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- Whitner v. State, 328 S.C. 1 (1997)
- Board of Regents v. Roth, 408 U.S. 564 (1972)
- Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982)
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- Torrence v. SCDC, 433 S.C. 633 (Ct. App. 2021)
- Mittag WL 10/12/2022 Case# 6881830
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- Dunbar v. State 356 S.C. 138 (2003)

### Statutes:

- S.C. Code § 24-3-430(D)
- 18 U.S.C. § 1761(c) (PIECP)
- ALC Order Dated 10/31/2023 Case # 23-ALJ-04-0197-AP

## **ISSUES PRESENTED**

1. Whether Respondent unlawfully applied the 2024 amendment to S.C. Code § 24-3-430 retroactively to wages already earned.
2. Whether Appellant's earned wages constitute vested property rights protected by due process.
3. Whether the settlement agreement is unenforceable due to coercion and unlawful waiver of statutory rights.
4. Whether Respondent has engaged in a systemic pattern of wage underpayment in violation of law and prior rulings.

## **ISSUES PRESENTED**

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3. Whether the settlement agreement is unenforceable due to coercion and unlawful waiver of statutory rights.
4. Whether Respondent has engaged in a systemic pattern of wage underpayment in violation of law and prior rulings.

## STATEMENT OF THE CASE

Appellant, Adam Weitenhagen, began employment in prison industries on May 17, 2018.

At the time of his employment and throughout the period of his labor, South Carolina law—authoritatively interpreted in *Torrence v. SCDC*, 433 S.C. 633 (Ct. App. 2021)—required that inmates participating in qualifying prison industries be paid the prevailing wage.

Due to a procedural filing error, Appellant was denied recovery for a substantial portion of earned wages from 2018 through March 2023. See *ALC Order dated Oct. 31, 2023 Case # 23-ALJ-04-0197-AP*.

On April 10, 2024, Appellant entered into a limited settlement agreement addressing only a narrow portion of back wages. That agreement did not lawfully or clearly encompass future wages.

On May 21, 2024, the South Carolina legislature amended *S.C. Code § 24-3-430(D)*. Following this amendment, Respondent applied the revised wage standard retroactively to deny Appellant full compensation for work performed after April 10, 2024 through the present.

At all relevant times, Respondent has participated in the federal Prison Industry Enhancement Certification Program (PIECP), which requires compliance with prevailing wage standards as a condition of *PIECP* participation.

Appellant challenged Respondent's actions through the grievance process; relief was denied.

## STANDARD OF REVIEW

Questions of law are reviewed *de novo*, and this Court owes no deference to the legal conclusions of the lower tribunal.

## ARGUMENT

### I. RETROACTIVE APPLICATION OF THE 2024 AMENDMENT IS UNLAWFUL

The United States Supreme Court has made clear that: “The presumption against retroactive legislation is deeply rooted in our jurisprudence.” *Landgraf v. USI Film Products*, 511 U.S. 244 (1994).

The 2024 amendment to *S.C. Code § 24-3-430* contains *no express language authorizing retroactive application*. Under both federal and South Carolina law, statutes operate prospectively unless the legislature clearly states otherwise.

South Carolina follows this same rule. Statutes are presumed to apply prospectively absent clear legislative intent. *Whitner v. State*, 328 S.C. 1 (1997).

Respondent’s attempt to apply the amendment to wages already earned is therefore unlawful.

## II. TORRENCE DEFINES THE LAW GOVERNING WAGES AT THE TIME THEY WERE EARNED

At the time Appellant performed his labor, the governing law—interpreted in *Torrence v. SCDC, supra*—required payment of prevailing wages.

That statutory obligation vested upon performance of the labor.

Respondent cannot now rely on a subsequent statutory amendment to retroactively alter obligations that had already vested under controlling law at the time of performance.

## III. APPELLANT'S WAGES CONSTITUTE VESTED PROPERTY RIGHTS

The United States Supreme Court has held:

A property interest exists where there is a legitimate claim of entitlement. *Board of Regents v. Roth, 408 U.S. 564 (1972)*.

Once Appellant performed labor under a statutory scheme requiring prevailing wages, his right to compensation became a **vested property interest**. The State cannot retroactively diminish that compensation without violating due process.

A state may not deprive an individual of a protected interest through arbitrary action. *Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982)*.

Retroactively reducing wages already earned constitutes an unconstitutional deprivation of property without due process.

#### **IV. RESPONDENT'S PARTICIPATION IN PIECP REQUIRES COMPLIANCE WITH PREVAILING WAGE STANDARDS**

Respondent participates in the federal Prison Industry Enhancement Certification Program pursuant to *18 U.S.C. § 1761(c)*.

*PIECP* is a **conditional federal program** requiring compliance with specific wage standards, including payment of prevailing wages.

Respondent cannot accept the benefits of *federal certification* while simultaneously disregarding the obligations attendant to that certification.

To do so would undermine the integrity of the program and create an impermissible inconsistency between participation and compliance.

#### **V. THE SETTLEMENT AGREEMENT IS UNENFORCEABLE**

The April 10, 2024 settlement agreement was executed without counsel, under inherently coercive conditions, and without meaningful negotiation.

Under South Carolina law: Contracts obtained under unconscionable conditions are unenforceable. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14 (2007).

difference through overhead allocations, deductions, and internal accounting structures previously challenged in related litigation.

Respondent's systemic exploitation is further demonstrated by its continued withholding of *PIECP*-authorized deductions—including room and board, victim compensation, victim-witness assessments, mandatory savings, and other withholdings—while simultaneously failing to comply with the wage obligations that justify participation in *PIECP*.

*PIECP* permits correctional agencies to receive the benefits of program participation only within the framework of compliant prevailing-wage prison industry operations. *See 18 U.S.C. § 1761(c)*.

Respondent cannot selectively retain the economic benefits of *PIECP* participation while disregarding the corresponding wage obligations imposed as conditions of that participation. To permit Respondent to collect *PIECP*-authorized deductions and maintain *PIECP*-related economic advantages while materially undercompensating inmate labor would sanction unjust enrichment and reward selective compliance with the legal framework governing certified prison industry operations.

Taken together, Respondent's repeated wage practices demonstrate more than inadvertent miscalculation; they evidence a continuing systemic practice of maximizing financial benefit from inmate labor while minimizing lawful compensation obligations. Further compounding the issue, the absence of any consistent procedural framework for enforcing *PIECP* wage compliance has resulted in conflicting Administrative Law Court

interpretations across multiple grievances and related cases. This inconsistency has created substantial uncertainty regarding SCDC's wage obligations and has enabled Respondent to exploit ambiguity in the administration of PIECP compensation requirements.

This Court should view Respondent's current conduct in light of that broader pattern.

## **VII. EQUITY AND FAIRNESS WEIGH AGAINST RESPONDENT**

Appellant previously lost substantial claims due to a missed procedural deadline. See *ALC Order dated Oct. 31, 2023 Case # 23-ALJ-04-0197-AP*.

Respondent now seeks relief from its own procedural failures, alleging it did not receive Appellant's initial filings.

The unequal application of procedural rules undermines confidence in the judicial process and creates an appearance of institutional favoritism.

Fundamental fairness requires that procedural rules apply equally to all litigants.

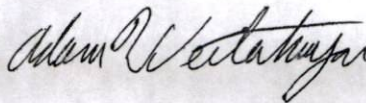
Respondent has failed to demonstrate sufficient cause rising above mere neglect or inadvertence. South Carolina courts have consistently held that procedural rules are binding upon all parties and should not be disregarded absent compelling circumstances. See *Dunbar v. State*, 356 S.C. 138 (2003).

### CONCLUSION

For the foregoing reasons, Respondent's actions constitute unlawful retroactive application of statutory law, deprivation of vested property rights, enforcement of an invalid settlement agreement, and continuation of a systemic pattern of wage underpayment.

WHEREFORE, Appellant respectfully requests that this Court reverse Respondent's determinations, award appropriate relief, and grant such other and further relief as this Court deems just and proper.

Respectfully submitted,



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