

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

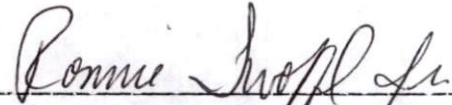
APPEAL FROM THE ADMINISTRATIVE LAW COURT
Crystal M. Rookard, Administrative Law Judge
Appellate Case No. 2026-000747

South Carolina Department of Corrections, Respondent

v.

Ronnie Swofford, Jr., #218281, Appellant

BRIEF OF APPELLANT



Ronnie Swofford, Jr. #218281
KRCI SB-12
4848 Golmine Hwy
Kershaw, S.C. 29067
APPELLANT

S.C.D.C.
Office of General Counsel
4444 Broad River Road
PO Box 21787
Columbia, S.C. 29221-1787
RESPONDENT

Honorable Crystal M. Rookard
S.C. Administrative Law Court
Edgar A. Brown Building, Suite 224
1205 Pendleton Street
Columbia, S.C. 29201
COPY SENT

ISSUE PRESENTED

DID THE ALC ERR IN RULING THE APPELLANT'S APPEAL WAS PART OF A DIFFERENT SETTLEMENT AGREEMENT BECAUSE "THE DEPARTMENT HAS SINCE PAID APPELLANT AND THUS "ANY AND ^{ALL} CLAIMS ARISING OUT OF APPELLANT'S PARTICIPATION IN THE PRISON INDUSTRIES PROGRAM WERE SETTLED" MAKING IT A CONTRACT DISPUTE WHICH THE ADMINISTRATIVE LAW COURT DOES NOT HAVE JURISDICTION?

STATEMENT OF THE CASE

In April 2024 the appellant tried to file a grievance on the Prison Industries Enhancement Program for back pay wages owed from the Broad River Corr. Inst. P.I. from 2003 - 2006 and from the Tyger River Corr. Inst. P.I. from 2021 - 2024 pursuant to *Torrence v S.C. Department of Corrections* (June 2021, Cert. Denied 2022). The Appellant was well versed with the S.C. Department of Corrections grievance policy GA-01.12 "Inmate Grievance System" (updated September 1, 2023 last amended) which states:

7. Grievable Issues: only one issue, or disciplinary conviction may be addressed on each grievance form. The following issues will be considered grievable.

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

13. Steps in the Grievance Process:

13.2 regarding Prison Industries Pay regarding the two (2) years to file when the issue arose (this was apart of the amended portion dated September 1, 2023).

The appellant spoke with the Tyger River Corr. Inst. Inmate Grievance Coordinator Mrs. Crumly in April 2024 to clarify about filing two (2) prevailing wage issues on one (1) grievance form since the appellant had worked for two (2) different PIE programs at two (2) different Institutions for two (2) different companies, on two (2) different sentences. The IGC Mrs. Crumly stated "NO", because the policy prohibits that action, and because that any grievance filed in regards to a different Institutions has to be forwarded to that Institution. The appellant knew the hours and amount owed from Tyger River Corr. Inst. PIE program and filed a grievance in regards to Tyger River Corr. Inst. PIE program on April 12, 2024 generating grievance No. TYRCI-0131-24, mean while the appellant reached out to get discovery for the hours worked fro the Broad River Corr. Inst. PIE program between 2003 - 2006. The appellant met with Mr. Todd Darwin of the Holcombe & Bomar, P.A. Law Office, 100 Dunbar Street, Suite 200, Spartanburg, S.C. 29306 who was representing the Office of General Counsel (SCDC) to settle PIECP claims. The appellant declined the offer made by Mr. Darwin but was informed that SCDC

owed roughly \$21,000.00. The appellant asked Mr. Darwin about the Broad River Corr. Inst. PIECP pay claim, but Mr. Darwin stated "NO" that Tyger River Corr. Inst. pay claim is the only settlement authority he had. The appellant met with the Tyger River Corr. Inst. Warden Jonathan Nance to settle the "Tyger River Corr. Inst." pay claim on January 27, 2025 for the amount of \$16,000.00. Warden Nance stated "that resolves your Tyger River grievance". The money was placed into the appellant's Cooper Trust Fund Account February 2025.

The appellant received notice from Social Security in which the appellant's print out for years works from 1990 until 2012 showed the appellant earned \$42,000.00 from 2003 - 2006 and with that information, the appellant was still within the two (2) year statute of filing for the Broad River Corr. Inst. PIECP pay claim. S.C.D.C policy mandates that each grievance matter has to be filed individually but not AT the same time. The appellant then filed a grievance with only Broad River Corr. Inst. PIECP pay claim. the IGC Mrs. Crumly filed the appellant's grievance that was sent to Broad River Corr. Inst. and a the grievance No. BRCI-0381-25 was generated on April 30, 2025. On October 7, 2025 the appellant's grievance was denied stating the appellant settled all claims relating to prevailing wage pay on January 27, 2025. The Appellant filed a timely appeal, the S.C.D.C. filed a Motion to Dismiss on January 14, 2026, the appellant filed a Motion to Dismiss the Respondent's Motion to Dismiss with Exhibits, and the Appellant filed his Initial Brief to the Administrative Law Court with exhibits respectively on January 27th and the 28th of 2026. The Administrative Law Court filed an order on February 18, 2026 granting the S.C.D.C. order to dismiss because the Department has "since" paid appellant and that this matter is not properly before this court, due to the appellant is challenging a contract he entered into with the department. The appellant timely filed an appeal to this Honorable Court.

The appellant has filed a copy of the Respondent's Motion to Dismiss, the Appellant's Motion to Oppose the Respondent's Motion to Dismiss, the Appellant's Initial Brief, and the Administrative Law Courts Order as the Record of Appeal for this Honorable Courts convenience when the Appeal was filed.

ARGUMENT

THE ADMINISTRATIVE LAW COURT DID ERR BY RULING THE SOUTH CAROLINA DEPARTMENT OF CORRECTIONS RECENTLY PAID THE APPELLANT FOR MONEY OWED FROM THE BROAD RIVER CORR. INST. PAY CLAIM FROM 2003 - 2006 WHEN THE APPELLANT SETTLED A DIFFERENT GRIEVANCE FROM THE TYGER RIVER CORR. INST. PAY CLAIM IN 2025, THUS REMOVING THE JURISDICTION THE "ALC" HAD BY STATING THE AGREEMENT WAS A CONTRACTUAL MATTER.

Relevant Facts,

The Administrative law Court appears to have misunderstood the argument by the S.C.D.C., the Order from the "ALC" states "The Department has since paid Appellant". The appellant settled his TYRCI-0131-24 grievance dispute on January 27, 2025, the appellant filed his "Motion to Oppose the Respondent's Motion to Dismiss" on January 27, 2026 (One year difference) that could have misled the "ALC" in their decision. By believing the S.C.D.C. recently paying the appellant would have satisfied the argument that the S.C.D.C. settled "any and all claims arising out of the appellant's participation in the prison industries program", this would lead the "ALC" to infer this a contractual matter. The appellant was prohibited to Motion the "ALC" for reconsideration pursuant to rule 65 of the S.C. Administrative Court Rules.

The appellant never stated this was a contractual matter, because this is "NOT" a contractual matter. The appellant has not received any money in regards to the BRCI-0381-25, violating the appellants denial of the state created statutory right to payment without due process of law. The appellant was prohibited from filing his Broad River C.I. PIECP pay claim and his Tyger River C.I. PIECP pay claim together on one (1) grievance pursuant to S.C.D.C. Inmate Grievance Policy GA-01.12 (section 7) and by a directive from the Tyger River C.I. Inmate Grievance Coordinator Mrs. Crumly. Mr. Todd Darwin (attorney for S.C.D.C.) had no authority to add the Broad River C.I. claim to the TYRCI-0131-24. Tyger River C.I. Warden Jonathan Nance stated the settlement agreement for the Tyger River C.I. grievance was now closed.

The language used in the TYRCI-0131-24 settlement agreement was ambiguous because "any and all Monies" included statutory mandated deductions, child support, long term savings with accrued interest, taxes, etc. that the appellant could no longer attempt to get those monies. The appellant settled for \$3,000.00 less than what was owed from the Tyger River C.I. PIECP pay claim, with clear understanding that Broad River C.I. PIECP pay claim was not included due to S.C.D.C. own employees due to S.C.D.C. own policies.

The S.C.D.C. owed the appellant roughly \$42,000.00 for the Broad River C.I. PIECP pay claim. S.C.D.C. failed to respond to discovery to these claims, nor did S.C.D.C. ever consider to offer that amount or anything remotely close to that amount since the appellant did not include Broad River C.I. PIECP pay claims in the TYRCI-0131-24 grievance. In the appellant "Brief" to the administrative Law Court as exhibits language used in other inmates contracts that included multiple institutions where inmates performed work showed the following language:

Exhibit A.1 "for work at all institutions for all time periods"

Exhibit A.2 "All work for Prison Industries at any and all time Institutions where applicable work was performed."

This language was omitted because it was never included, and the S.C.D.C. reliance on ~~their~~ over reaching, vague and/or ambiguous language is the hope that the appeals court will overlook their mistake and rule in their favor. Torrence v S.C. Dept of Corrections (June 2021, cert denied 2022) gives an inmate a statutory right to be paid the prevailing wage, and that inmate grievances involved department policies and procedures. The Torrence supra gives way to S.C. code 24-3-430 (H) gives way to S.C. code 24-3-40 which gives way to the S.C.D.C. policies and procedures through the Inmate Grievance System.

The appellant did exactly what S.C.D.C. policy mandates. The appellant was not allowed to include the Broad River C.I. PIECP pay claim at any stage or by anyone in efforts to resolve these matters at once. The S.C.D.C. now is punishing the appellant for following the very rules the Office of General Counsel enforced by the S.C.D.C. own policies and procedures by the S.C.D.C. own employees. Due Process was not afforded to the appellant in these regards.

CONCLUSION

The Appellant has shown the "ALC" failed to properly rule on the appellants appeal based on a misunderstanding. The BRCI-0381-25 grievance was never apart of the TYRCI-0131-24 and therefore is not contractual because this is a different matter brought on by the S.C.D.C. own policies and procedures. There is no reflection of any money being offered outside of what was owed from the Tyger River C.I. PIECP pay claim. The appellant did not dispute that this claim was a contract dispute because it was not a contract dispute because no one allowed the Broad River C.I. pay claim to be included. In the record of appeal in the Respondent's Motion to Dismiss attachment on page 1 of 2 of the appellant's TYRCI-0131-24 settlement agreement in the third paragraph states "This Final Release of All Claims shall be interpreted and governed in accordance with the laws of the State of South Carolina" The laws began with the Torrence Supra and ends with the S.C.D.C. Inmate Grievance System. The appellant asks this Honorable Court to Remand back to the S.C.D.C. for a settlement offer and/or the "ALC" for a more definite answer as to the "ALC" possible misunderstanding of the S.C.D.C. Motion to Dismiss or whatever this Honorable Court deems appropriate, *OR TO BE PAID IN FULL PURSUANT TO S.C. LAW.*

Ronnie Swofford Jr

Ronnie Swofford Jr
#218281
KCI - SB -12
4848 Goldmine Hwy
Kershaw, S.C. 29067

April 28, 2026
DATE

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

APR 30 REC'D

BRCI - 0381 - 25

INMATE NAME: <u>Ronnie C. Swafford Jr.</u> SCDC NUMBER: <u>218281</u> INSTITUTION: <u>TYRCI</u> HOUSING UNIT: <u>U6 - 10 - A</u> WORK ASSIGNMENT: <u>DORM</u>	OFFICE USE ONLY Grievance No: <u>TYRCI-0254-25</u> Code: General <u>My/WB</u> Policy: _____ Disc. Hear. _____ Class. _____ PREA _____ Date Received <u>4/14/25</u> IGC Initials <u>JC</u>
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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 Tigger 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 Tigger River forwarded to Broad River. J. Brumby 4/14/25

IGC Signature Date

(CONTINUE ON REVERSE SIDE)

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

4/12/24 (B)

INMATE NAME: <u>Ronnie C. Swofford Jr.</u>	OFFICE USE ONLY
SCDC NUMBER: <u>218281</u>	Grievance No. <u>TYRCI-0131-24</u>
INSTITUTION: <u>TYRCI</u>	Code: General <u>My/AM</u>
HOUSING UNIT: <u>U1 - 212</u>	Policy _____
WORK ASSIGNMENT: <u>Prison Industries 3</u>	Disc. Hear. _____
	Class. _____
	PREA _____
	Date Received <u>4/12/24</u>
	IGC Initials <u>JS</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.)

I Am currently employed in Tyger River Correctional Institutions Private Sector Prison Industries (PIE) Program and have been since 2021. Prevailing wages are mandated by S.C. Code of Law 24-3-430 (a) and 24-3-315 which states "inmate participating in the program may earn less than the prevailing wage for work of a similar nature in the private sector" 24-3-315 "The rates of pay and other conditions of employment are not less than those paid and provided for work of a similar nature in the locality in which the work is performed. See also Federal Law 18 USA 1761(e)(2) which states "have in connection with such work, received wages at which is not less than that paid for work of a similar nature in the locality in which the work was performed. I have a protected liberty interest in the money I make while paying child support and taxes. In addition the S.C Dept of Corrections has admitted that pay has been withheld. In recent attempts to settle with inmates and/or demand from other legal jurisdictions to now legally calculate the monies owed to other inmates after initially ~~stating~~ ^{stating} the Ronnie C. Swofford Jr 4/12/24 the exact amount they were supposed to. therefore **Grievant Signature** **Date** opening the door for a new grievance to the merits.

ACTION REQUESTED: I Be paid All back pay owed for services rendered during my 2 1/2 years of employment (2021-2024-now) with out reprisal from the Department of Corrections

ACTION TAKEN BY IGC: PROCESSED UNPROCESSED OTHER

This grievance is being Processed (Reviewed) and Returned (No Wardens Decision) for, but not limited to, the following reason(s): it is a duplicate of TYRCI-0423-23 which was also processed and returned. Additionally, consistent with SCDC GA-01.12 Inmate Grievance System, you may submit a paper Request to Staff Member (Form 19-11) to the Branch Chief within 10 days of a grievance being returned to you, with a copy of the grievance containing the staff's comments requesting to have the decision reconsidered. You cannot file a grievance against the Inmate Grievance Coordinator for returning a grievance to you.

J. Crumley 4/16/24
IGC Signature **Date**

(CONTINUE ON REVERSE SIDE)