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rule violation. *Id.* at 369, 527 S.E.2d at 750.

When reviewing the Department's decisions in inmate grievance matters, the court sits in an appellate capacity. *Id.* at 377, 527 S.E.2d at 756. Consequently, the court's review in such cases is limited to the Record on Appeal. Pursuant to *Slezak v. S.C. Dep't of Corr.*, 361 S.C. 327, 605 S.E.2d 506 (2004), the court is to have jurisdiction over all properly perfected inmate appeals, but "[s]ummary dismissal may be appropriate where the inmate's grievance does not implicate a state-created liberty or property interest." See *Slezak*, 361 S.C. at 331, 605 S.E.2d at 508. Further, in *Skipper v. S.C. Dep't of Corr.*, 370 S.C. 267, 633 S.E.2d 910 (Ct. App. 2006), the Court of Appeals of South Carolina interpreted *Slezak* as holding that a judge "should" dismiss a prisoner's appeal where it does not implicate a state-created liberty interest. See *Skipper*, 370 S.C. at 279, 633 S.E.2d at 917.

In this matter, the Appellant is challenging the settlement agreement he signed with the Department. The Appellant argues that the Department's settlement agreement is unenforceable because it violates mandatory statutory obligations by failing to allocate the required deductions for long-term savings. The Department argues that when the Appellant signed the Final Release and Settlement Agreement for the Department to pay him the specified amount, he knowingly and voluntarily released any and all claims regarding his PI wages. Further, the settlement agreement expressly informed the Appellant that settlements are not subject to statutory deductions and specifically stated that no additional funds will be placed into long-term savings.

After reviewing the Final Release and Settlement Agreement signed by the Appellant on April 14, 2025, the court agrees that by his signature, he released all claims regarding his PI wages. Consequently, there is no state created liberty or property interest implicated in this matter and as such, the court concludes that summary dismissal is appropriate in this case. See *Allen v. S.C. Dep't of Corr.*, 439 S.C. 164, 170-71, 886 S.E.2d 671, 674 (2023) (summary dismissal appropriate where the inmate's grievance does not implicate a state-created liberty or property interest.) Therefore, based on the foregoing,

IT IS HEREBY ORDERED that the Department's Motion to Dismiss is **GRANTED** and

this appeal is hereby **DISMISSED**.

IT IS SO ORDERED.



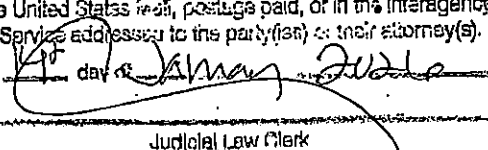
S. Phillip Lenski
Administrative Law Judge

January 14, 2026
Columbia, South Carolina

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, in the United States mail, postage paid, or in the Interagency Mail Service addressed to the party(ies) or their attorney(s).

This 14 day of January 2026


Judicial Law Clerk

219
4/22/25

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: <u>John Dale Taylor</u>	OFFICE USE ONLY
SCDC NUMBER: <u>169451</u>	Grievance No. <u>TYRCL0274-25</u>
INSTITUTION: <u>Tyger River Correctional</u>	Code: General <u>My/106</u>
HOUSING UNIT: <u>1-B-127</u>	Policy _____
WORK ASSIGNMENT: <u>Prison Industry Program (PIECP)</u>	Disc. Hear. _____
	Class. _____
	PREA _____
	Date Received <u>4/22/25</u>
	IGC Initials <u>J</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.)

While incarcerated at TYRCL, I have participated in the federally certified Prison Industry Enhancement Certification Program (PIECP) from 2015 to present, where I performed work for the private industry sponsor Saw Industries Group, Inc. (Saw). The Federal statute authorizing the PIECP, 18 U.S.C. 1761(c)(2), states that PIECP inmates must "have in connections with such work, received wages at a rate which is not less than that paid for work of a similar nature in the locality in which the work was performed." In addition, the Bureau of Justice (BJA) authorized four deductions, listed under 18 U.S.C. 1761(c), to be deducted from a PIECP worker's gross wages; which are for taxes (federal, state, and local); room and board; allocations for child support (voluntary or court ordered); and victim witness. Likewise, S.C. Code Ann. 24-3-40 provides that a PIECP worker's wages were to be paid directly to SDC and specified the manner in which a prisoner's earnings were to be disbursed. In Torrence v. S.C. Dept. of Corrs., 373, S.C. 586, 646 S.E.2d 866 (May 7, 2007), the Supreme Court stated in so many words that to "remove[] any of the money remitted by the private industry sponsor" and then to "disburse[] the percentages listed in section 24-3-40" would violate the plain language of that statute. On April 8, 2025, I accepted a settlement relating to my prevailing wage claim against SDC for wages I earned under S.C. Code Ann. § 24-3-430(D)(2007). As a matter of law, an illegal contract is unenforceable. See Mason v. Mason, 412, S.C. 28, 770 S.E.2d 405 (March 4, 2015). Furthermore, the general rule is that courts will not enforce a contract which is violative of public policy, statutory law, or provisions of the Constitution. For SDC to have entered into a settlement agreement with me on April 8, 2025, and the gross settlement amount to have not been disbursed in strict accordance with the percentages listed in section 24-3-40, would make the settlement agreement or contract illegal. SDC's claim in its Final Release Agreement that the "statutory deductions for victim restitution and room and board have already been subtracted and no additional funds will be deducted ... for child support or placed into long-term savings" would violate the plain language of section 24-3-40; thus making its contract illegal and unenforceable. I strongly contend that SDC is without authority to withhold my long-term savings from being placed into my Escrow Account.

John D Taylor 4-14-25
 Grievant Signature Date

ACTION REQUESTED: I am seeking that my long-term savings at the grossed amount of my settlement agreement with SDC be disbursed in accordance with S.C. Code Ann. § 24-3-40, which I contend that SDC illegally withheld under the guise of the Final Release Agreement entered into on April 8, 2025.

ACTION TAKEN BY IGC: PROCESSED UNPROCESSED OTHER

 IGC Signature Date

(CONTINUE ON REVERSE SIDE)

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only

INMATE NAME John D. Taylor
SCDC NUMBER 169451
INSTITUTION Tyger River
HOUSING UNIT U1B-127
WORK ASSIGNMENT

Grievance No TYRCI-0274-25
Code. General m/l/w/s
Policy
Disc Hear
Class
PREA
Date Received
IGC Initials
Date Received 9-30-25
IGA Initials ZGB

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 Brian Whitcomb Date 9/30/25

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

Grievant Signature John Taylor Date 10-2-25

IGC Signature [Signature] Date 10-2-25

(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.

John Dale Taylor, # 169451 - TYRCI 0274-25

In your grievance, you state that you accepted a settlement for your Prison Industries claims, but you now allege that you are due long-term savings to be disbursed in accordance with S.C. Code Ann. 24-3-40. The settlement agreement you signed specifically stated as follows: "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." Funds paid as settlements are not subject to statutory deductions under S.C. Code 24-3-40. Therefore, no additional funds are required to be disbursed, 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.



SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS
Division of Legal Counsel & Compliance

HENRY McMASTER, Governor

JOEL E. ANDERSON,
Interim Director

December 4, 2025

The Honorable Sebastien Phillip Lenski
South Carolina Administrative Law Court
Edgar A. Brown Building, Suite 224
1205 Pendleton Street
Columbia, South Carolina 29201

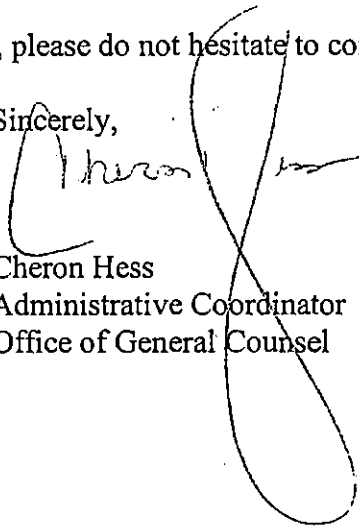
Reference: Inmate John Dale Taylor, #169451, vs. South Carolina Department of Corrections
Docket No. 25-ALJ-04-0701-AP

Dear Judge Lenski:

Find enclosed an original and one copy of the *Respondent's Motion To Dismiss* on the above referenced case. Please file the original in your office and return a clocked-in copy of the motion, that is provided, to me in the enclosed self-addressed envelope.

If you have any questions or concerns, please do not hesitate to contact me at (803) 896-3922.

Sincerely,



Cheron Hess
Administrative Coordinator
Office of General Counsel

Enclosures

cc: Inmate John Dale Taylor, #169451
File

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STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

John Taylor, #169451)	Docket No.: 25-ALJ-04-0701-AP
)	<u>[Grievance No.: TYRCI 274-25]</u>
Appellant,)	
)	<i>Hon. S. Phillip Lenski</i>
v.)	
)	
South Carolina Department of Corrections,)	RESPONDENT’S MOTION TO
)	DISMISS
Respondent.)	

This matter is before the Administrative Law Court (“ALC” or “Court”) pursuant to the appeal of John Taylor (“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 14, 2025, Appellant filed a Step One Grievance alleging that SCDC has failed to disburse his long-term savings from his settlement agreement pursuant to S.C. Code § 24-3-40.¹ The Step One Grievance was forwarded to the Step Two level of the appeal process due to the nature of the allegations raised in Appellant’s grievance. On September 30, 2025, the Department issued its Step Two response.² The grievance was investigated and considered resolved because the terms of Appellant’s settlement agreement indicate that no additional funds are required to be disbursed. This appeal followed.

On April 14, 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.³ On or about May 6, 2025, the settlement funds were deposited into Appellant’s PI Private Sector Account. The settlement agreement Appellant signed expressly states that Appellant:

¹ A copy of the Step One Grievance is attached for the Court’s and parties’ convenience.

² A copy of the Step Two Grievance is attached for the Court’s and parties’ convenience.

³ A copy of the Final Release and Settlement Agreement is attached for the Court’s and parties’ convenience.

does hereby release, acquit, and forever discharge the SCDC, its agents . . . 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 . . . relating in any way to the monies of any kind paid to [Appellant], including but not limited to claims that [Appellant] was not paid the “prevailing wage” 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 or in any way related to” his participation in PIECP. *See id.* The Release covers “all work for Prison Industries at any and all institutions where applicable work was performed.” *Id.* Thus, Appellant has fully resolved his claim for PI wages and is not permitted to bring additional claims.

Appellant alleges his Settlement Agreement is void because SCDC failed to place the ten percent deduction in his long-term savings account. *See* Step One Grievance. The settlement agreement Appellant signed expressly states that, “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* Final Release and Settlement Agreement (emphasis in original). Appellant knowingly and expressly agreed that no additional funds will be disbursed to his long-term savings account. *Id.*

Additionally, S.C. Code § 24-3-40 does not apply to funds paid as a settlement. S.C. Code § 24-3-40(A)(5) requires SCDC to deduct ten percent of an inmate’s gross wages from his work in PIECP in his long-term savings account. However, this statute only applies to an inmate’s wages from his work in a prison industry program. S.C. Code Ann. § 24-3-40(A) (“The Director of the Department of Corrections . . . shall deduct the following amounts from the gross wages of the prisoner.”). Respondent is required to make deductions from money given to the Department to be paid to an inmate for his work in a prison industry program. *Id.* The deductions do not apply to money that is paid for a settlement agreement. Therefore, Appellant is not entitled to additional

funds for his long-term savings.

Therefore, Respondent respectfully requests this case be dismissed.

Respectfully submitted,



Sydney Keese

Staff Attorney

South Carolina Department of Corrections

PO Box 21787

Columbia, South Carolina 29221-1787

(803) 896-1943

December 4, 2025
Columbia, South Carolina

FINAL RELEASE OF ALL CLAIMS

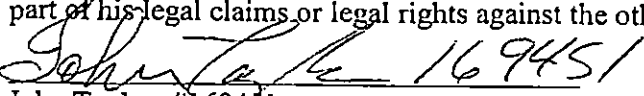
I, John Taylor, #169451, hereby voluntarily enter into this Final Release of All Claims.

John Taylor, #169451 (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 \$ [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, 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


John Taylor, #169451

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.

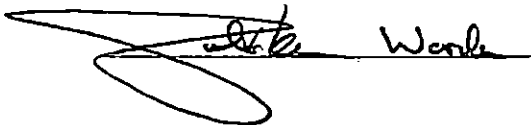
In consideration of the above payment, the undersigned also agree(s) that this settlement is the compromise of a disputed claim and that the payment made in settlement thereof is not to be construed as an admission of liability on the part of SCDC. **The above stated amount is paid as a settlement, and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

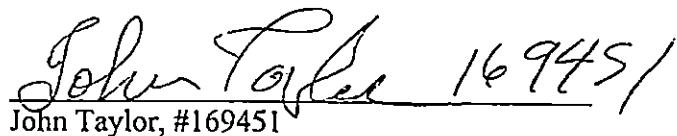
The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, my hand and seal is hereunto set this 14th day of April, 2025, in the presence of the below named witness.

I HAVE READ THE FOREGOING RELEASE.

WITNESS:

 Wanda

 169451
John Taylor, #169451

State of South Carolina
Administrative Law Court

John Taylor # 169451

Appellant,

v.

South Carolina Dept. of
Corrections

Respondent

Docket # 25-ALT-09-0701AP
GRIEVANCE # TYRCI 274-251

Hon. S. Phillip Lenski,

Appellants Answering motion
to Respondents motion to
Dismiss

This matter is before the Honorable S. Phillip Lenski. I am an incarcerated inmate at the Tyger River Correctional Institution. I am employed and a part of a program called (PieCP) or P.I. I get paid every 2 weeks and being part of this program the courts and legislation has set forth law (statutes) that regulates these funds § 24-3-40 and SC code Ann. § 24-3-430 (2007) and 10% of every hour I work goes into automatically an entirely separate account called long term or escrow account that can't be touched or spent instantly. It is the law, that SCDC disburse these funds in a

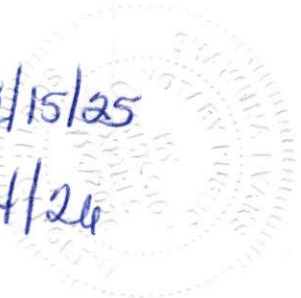
mandatory percentages required by S.C. code §24-3-40 of wages earned by and through the (Piec) program. SCDC lacks the authority to make deals or enter into separate contracts that are against the law. These contracts are voided, Laird v. Nationwide Ins. Co., 243 S.C. 388, 398, 134 S.E. 2d. 206 (1964) (No contract can override a positive mandate of the law.)

Duke Power Co. v. Blue Ridge Elec. Coop, Inc., 253 S.C. 580, 585, 172 S.E. 2d 792 (1970): A contract that is against public policy is void and unenforceable. I did enter into a contract that SCDC gave as take it or leave it and only offered us a percentage of our funds that they illegally took from our labor and was forced to pay up, and still trying to cut corners. I let them pay me pennies on the dollar. The law states that 10% of my GROSS hourly wage is to be placed into my (Escrow) account. South Carolina code §24-3-40

When a statute is written by legislation
and is understood in its plain English, this
court has to oblige by the laws set forth
from the constitution and legislation. I
respectfully ask this court to make SCDC
oblige by the laws set forth by legislation
and enforced by this court.

Respectfully submitted
John D. Taylor
12-15-25

John D. Taylor 12/15/25
4/14/26



THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE SOUTH CAROLINA ADMINISTRATIVE
LAW COURT Sebastian Phillip Lenski, Administrative
LAW Judge

ADMINISTRATIVE LAW COURT Docket # 25-ALT-0701AP

APPELLATE CASE # 2026-000275

John DALE Taylor # 169451 APPELLANT,

V.

South Carolina Department of Corrections Respondent,

Certificate of Appellant

The undersigned hereby certifies that the record on
Appeal contains all material to be included by any of
the parties and not any other material.

x 5-1-2026

sx John Taylor

RECEIVED

MAY 14 2026

SC Court of Appeals