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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

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APPEAL FROM THE ADMINISTRATIVE LAW COURT

Sebastien Phillip Lenski, Administrative Law Court Judge

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Administrative Law Court Docket No. 25-ALJ-04-0701-AP

Appellate Case No. 2026-000275

John Dale Taylor, #169451,

Appellant,

V.

South Carolina Department of Corrections,

Respondent.

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APPELLANT'S FINAL REPLY BRIEF

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John Dale Taylor, #169451  
Tyger River Correctional  
Institution Unit 1-B-127  
200 Prison Road  
Enoree, S.C. 29335

Appellant, Pro Se

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## Argument

ISCDC has not demonstrated that the ALC properly dismissed Appellant's case based on the grounds that the case fails 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.

In its Initial Brief of Respondent, SCDC relies on its "settlement Agreement" to support its position that Appellant waived his right to long-term savings from wages earned pursuant to S.C. Code Ann. § 24-3-430 (b). The Department stated in pertinent part, "Appellant agreed that in exchange for payment of a stated sum of money, he would "release, acquit, and forever discharge SCDC . . . from any and

All claims . . . Including but not limited to claims that inmate was not paid the "prevailing wage" Pursuant to S.C. code Ann. § 24-3-430(a).  
Initial Brief of Respondent, p.4.

In 1995, South Carolina passed legislation enabling its prison industries program to participate in private sector. see Gatewood v. S.C. Dept. Correction, 416 S.C. 304, 785 S.E. 2d 600 (Ct. App. 2016). In particular, South Carolina adopted S.C. code Ann. § 24-3-430, requiring that "no inmate participating in the program may earn less than the prevailing wage" for similar private-sector work, S.C. code Ann. § 24-3-430(d); 1995 S.C. Acts 79. The Legislature also amended S.C. code Ann. § 24-3-40 to provide that a prisoner's wages were to provide directly to SCDC and to specify the manner in which a prisoner's earnings were to be disbursed.

Id. section 24-3-40 was amended again in 1999 to further detail the distribution of the "gross wages of the prisoner." 1999 S.C. Acts 232.

In the companion cases of Adkins v. S.C. Dept. of Corrections, 360 S.C. 413, 602 S.E. 2d 51 (2004), and Wicker v. S.C. Dept. of Corrections, 360 S.C. 421, 602 S.E. 2d 56 (2004), the Supreme Court recognized that "the state has created a statutory right to the payment of a prevailing wage" and further expanded the jurisdiction of the Administrative Law Court ("ALC") to hear and decide appeals from institutional grievances challenging the payment of wages and the deductions from gross wages as required by the statutory scheme. In Torrence v. S.C. Dept. of Corrections, 373 S.C. 586, 646 S.E. 2d 866 (2007), the Supreme Court reaffirmed that "the clear rule emerging from the Adkins and Wicker case is: inmates working in the Prison Industries Program

(3)

have a cognizable state-created interest in having the DOC pay them according to the statutory scheme governing the program...". (emphasis added). Additionally, in Torrence, the Supreme Court stated in a footnote that it would violate the plain language of section 24-3-40 if SCDC were to "remove[] any of the money remitted by the private industry sponsor" before distributing a prisoner's gross wages as required by that statute. Torrence, supra

On April 14, 2025 the Appellant signed a "settlement agreement proffered to him by the Department to settle all claims" including but not limited to claims that inmate was not paid the "prevailing wage" pursuant to S.C. Code Ann. § 24-3-430(d). 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." (R. pp. 12-13).

Here, SCDC knowing violated the plain language of S.C. code Ann. § 24-3-40, were it omitted the requirement to disburse Appellant's long-term savings from gross wages earned through the PTECP and have such money placed into his Escrow Account pursuant to the statute.

The Gatewood court analyzed deductions made from an inmate's gross wage under S.C. code Ann. 24-1-295 in contrast with deductions from gross wages governed by section 24-3-40. see Gatewood, supra. The court found that where 24-1-295 governed deductions, SCDC was authorized to withhold "other required deductions" in addition to the identical deductions required

by section 24-3-40. However, under section 24-3-40, the court found that the statute not accommodate "any other required deductions." In other words, No deduction should be made from [Inmate's] gross wages unless expressly authorized by [section] 24-3-40. "Here SCDC knowingly constructed a settlement Agreement that violated the expressed provisions of section 24-3-40. In a series of decisions, South Carolina Appellant Courts have held that monies remitted to SCDC by private industry sponsor is the gross wage earned by the prisoner and such monies are to be disbursed in strict accordance with 24-3-40 and failure to do so would violate the plain language of the statute. see Torrence, supra; Gatewood, supra; Mittag v. SC Dept. of Corrections, WL 6881830 (2022); Penit v. SC Dept. of Corrections, WL 6881844 (2022); And Hatton v. SC Dept. of Correction, WL 6881992 (2022). Thus, the ALC erred by enforcing

the settlement agreement at issue, were it clearly violated the statutory provisions of 24-3-40, omitting the requirement of Appellant's long-term savings from gross wages earned to be placed into his Escrow Account. see MASON V. MASON, 412 S.C. 28, 770 S.E. 2d 405 (2015)

II. APPELLANT HAS A VESTED PROPERTY INTEREST IN THE DISBURSEMENT OF LONG-TERM SAVINGS/ ESCROW ACCOUNT.

At the time Appellant performed his labor in the PIECP, the governing statutory scheme S.C. Code Ann. § 24-3-430 (D) (2007) interpreted in Torrence v. S.C. Dept. of Corrections, 433 S.C. 633, 861 S.E.2d 36 (2021), required the prevailing wage and disbursement of those gross wages in accordance with S.C. Code Ann. § 24-3-40. That obligation was not theoretical; it attached at the moment the labor was performed.

SCDC cannot now rely on a subsequent "settlement agreement" to alter obligations that had already vested under controlling statutory scheme at the time of performance. Once Appellant performed labor under a statutory scheme requiring deduction and distribution of long-term savings into his escrow account for his benefit, his right to compensation became a vested property interest. see S.C. Code Ann. § 24-3-40 (A) (5).

The United States Supreme Court has held (statutory wage protections cannot be waived where doing so undermines legislative purpose). see Brooklyn Savings Bank v. O'Neil, 324 U.S. 697 (1945). Therefore, the ALC erred in concluding that Appellant's claim did not implicate a state-created liberty or property interest.

## CONCLUSION

SCDC's actions are an attempt to undermine legislative intent and laws by trying to pay inmates the proverbial pennies on the dollar for their labor they were paid for by the private sponsor.

While SCDC disbursed the required statutory amounts for Room/and Board and victim restitution they unlawfully withheld any monies from being properly disbursed into Appellant's long-term (escrow) account. At no time was SCDC intitled to withhold Appellant's long-term savings from gross wages earned in the PIECP, even under the guise of a so called settlement agreement. Yaeger v. Murphy says it best. Those who disregard dictum, either in law or in life, do so at their peril. Yaeger v. Murphy, 291

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S.C. 485, 490 n.2, 354 S.E. 2d 393, 396 n.2  
(Ct. App. 1987)).

wherefore the Appellant respectfully  
request that this court reverse the ALC's  
dismissal and remand this case back  
to SCDC with instructions for SCDC to  
determine and disburse from the total  
gross prevailing wage to be disburse into  
Appellants Escrow account, In conformity  
with § 24-3-40.

Respectfully,  
x John Taylor  
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John Dale Taylor #169451

Appellant,

v.

South Carolina Department of Corrections

Respondent,

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certificate of counsel

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The undersigned certified this final Reply brief  
complies with Rule 211(b) SCAR

x 5-1-2026

x John Taylor  
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