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SC Court of Appeals

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

Administrative Law Judge Crystal M. Rookard

ALC Case No. 25-ALJ-04-0744-AP
Appellate Case No. 2026-000747

RONNIE SWOFFORD, # 218281,

APPELLANT,

v.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT.

INITIAL BRIEF OF RESPONDENT

**SOUTH CAROLINA DEPARTMENT
OF CORRECTIONS**

Christina Catoe Bigelow
Deputy General Counsel
Office of General Counsel
South Carolina Dept. of Corrections
Post Office Box 21787
Columbia, South Carolina 29221
(803) 896-8508

ATTORNEY FOR RESPONDENT

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STATEMENT OF ISSUE ON APPEAL

THE ADMINISTRATIVE LAW COURT PROPERLY DISMISSED THE APPEAL FOR FAILING TO IMPLICATE A STATE-CREATED LIBERTY OR PROPERTY INTEREST WHERE APPELLANT SETTLED ALL PRISON INDUSTRY CLAIMS AND THE ONLY REMAINING DISPUTE WOULD BE A CONTRACT DISPUTE WHICH CANNOT BE HEARD IN THE ADMINISTRATIVE LAW COURT.

STATEMENT OF THE CASE

This matter comes before this Court pursuant to the appeal of Ronnie Swofford (Appellant), an inmate confined in the South Carolina Department of Corrections (SCDC). Appellant signed a settlement agreement on January 27, 2025 regarding prevailing wage pay for work in Prison Industries. Appellant's settlement funds were placed in his account in February 2025. Subsequently, in April 2025, Appellant submitted a grievance seeking prevailing wage pay for work allegedly performed at Broad River Correctional Institution from 2003 to 2006. SCDC issued a grievance response denying the grievance on the ground that Appellant had already settled all prevailing wage claims and had already been paid the settlement funds. Appellant filed an appeal to the Administrative Law Court (ALC). On February 18, 2026, the ALC issued an order granting the Department's Motion to Dismiss. The order found that the appeal should be dismissed failure to implicate a state-created liberty or property interest because Appellant settled all prevailing wage claims and the only remaining claim would be a contract dispute, which could not be heard in the ALC. 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 APPEAL FOR FAILING TO IMPLICATE A STATE-CREATED LIBERTY OR PROPERTY INTEREST WHERE APPELLANT SETTLED ALL PRISON INDUSTRY CLAIMS AND THE ONLY REMAINING DISPUTE WOULD BE A CONTRACT DISPUTE WHICH CANNOT BE HEARD IN THE ADMINISTRATIVE LAW COURT.

The ALC's jurisdiction to hear inmate appeals is derived entirely from the decision of the South Carolina Supreme Court in Al-Shabazz v. State, 338 S.C. 354, 527 S.E.2d 742 (2000). The ALC should summarily dismiss an inmate appeal when the grievance does not implicate a state-created liberty or property interest. Slezak v. S.C. Dep't of Corr., 361 S.C. 327, 331, 605 S.E.2d 506, 508 (2004); see also Skipper v. S.C. Dep't of Corr., 370 S.C. 267, 633 S.E.2d 910 (Ct. App. 2006). A state-created liberty or property interest generally exists when (1) an inmate is disciplined and punishment is imposed or (2) when an inmate alleges prison officials have erroneously calculated his sentence, sentence-related credits, or custody status. Sullivan v. S.C. Dep't of Corr., 355 S.C. 437, 441, 586 S.E.2d 124, 126 (2003). Additionally, under certain circumstances, an inmate may have a state-created liberty interest in "freedom from restraint which, while not exceeding the sentence in such an unexpected manner as to give rise to protection by the Due Process Clause of its own force . . . nonetheless imposes atypical and significant hardship on the inmate in relation to the ordinary incidents of prison life." Sandin v. Connor, 515 U.S. 472, 483-84 (1995); see Sullivan, 355 S.C. at 443, 586 S.E.2d at 127.

In his appeal, Appellant claims that, despite the language in the settlement agreement he signed, he never received any money for his work at Broad River.¹ (See Brief of Appellant, p. 4). He asserts that the language of the settlement agreement was vague or ambiguous as to whether or

¹ Appellant references multiple conversations with various individuals in support of his argument. However, those alleged conversations are not documented via Affidavit or otherwise and are not a part of the Record

not it was supposed to cover all of his work. (See Brief of Appellant, p. 5). Appellant's assertions are without merit and the ALC properly dismissed the appeal.

Appellant and SCDC entered into a settlement agreement regarding Appellant's prevailing wage back pay on January 27, 2025. (See Settlement Agreement). The settlement agreement did not reference any grievance number and was completely separate from any grievance submitted by Appellant. (See Settlement Agreement). By signing the agreement, Appellant agreed as follows:

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, 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.

Appellant also agreed to the following:

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.

Based on the foregoing, as the ALC properly concluded, the settlement agreement resolved

below. Therefore, they should therefore not be considered by this Court. See SCACR, Rule 210(c).

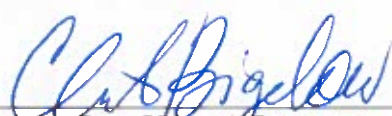
all Prison Industries prevailing wage claims and barred any future claims. (See Order, p. 2 of 4). Therefore, the only possible challenge remaining (for example, that the language of the settlement agreement was vague or ambiguous) would constitute a contract dispute. (See Order, p. 2 of 4). The ALC does not have authority to resolve contract disputes. See S.C. Code 15-77-50 (circuit courts vested with jurisdiction to hear and determine all questions, action, and controversies affecting agencies of this State, and officials of the State in their official capacities); S.C. Const. Art. 1, § 14 (preserving the right of trial by jury inviolate); see also Sec. and Exch. Comm'n v. Jarquesy, 603 U.S. 109, 135 (2024) (stating that the right to jury trial cannot be conjured away by mandating that traditional legal claims be taken to an administrative tribunal). Accordingly, the ALC properly dismissed the appeal for failing to implicate a state-created liberty or property interest, and its Order should be upheld.

CONCLUSION

For the foregoing reasons, this Court should uphold the ALC's dismissal of the case.

Respectfully submitted,

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

BY: 

CHRISTINA CATOE BIGELOW

Deputy General Counsel

Office of General Counsel

S. C. Department of Corrections

Post Office Box 21787

Columbia, South Carolina 29221

(803) 896-8508

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