

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 Jr. #218281.

Appellant

v.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

Respondent

Reply Brief of Appellant

RECEIVED

JUL 01 2026

SC Court of Appeals

Ronnie Swofford Jr.

218281

Kershaw C.I. SB-12

4848 GOLDMINE Hwy

Kershaw, S.C. 29067

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Reply BRIEF

Page 2 OF THE STATEMENT OF THE CASE
By THE Respondent

" 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"

THE Appellant firmly believes the S.C. Department of Corrections is Admitting that NO prevailing wage WAS EVER Calculated OR Added to Any Settlement Agreement due to the phrase "Allegedly performed". It is 100% fact the Appellant did earn wages at Broad River Corr. Inst. from 2003 to 2006. THE S.C.D.C. would not simply pay someone that "Allegedly performed" work anywhere, which is why no discovery was received by the Appellant to view the actual hours work. IF back pay was in fact included, the S.C.D.C. would not STATE the Appellant "Allegedly performed" work at BRCI from 2003 to 2006.

Page 5 OF THE Argument By the
Respondent, which STATES:

"The Settlement Agreement did not
reference any grievance number and
was completely separate from any
grievance submitted by Appellant."

The Appellant firmly knows this is
a factually incorrect STATEMENT. There
is no way to arrive to the ADMINISTRATIVE
LACU Court or to this honorable
Court unless a grievance is initiated
by the Appellant or any inmate. THE
S.C.D.C. has not been transparent,
has used vague and ambiguous language
to prevent paying back pay wages
owed to the Appellant. The S.C.D.C.
stating the Settlement Agreement was
completely separate from any grievance
submitted by Appellant is shocking
because the only way to discuss
anything regarding back wages, a
grievance has to be submitted and
ruled upon.

Page 4 of THE Argument by the
Respondent which STATES:

"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 Appellant asserts the Administrative Law Court did not dismiss the Appellant's Appeal for failing to implicate a STATE-CREATED Liberty or Property Interest. THE ALC simply recited the Jurisdiction in which to hear a grievance. The Appellant believes based on the language used by the ALC that the ALC believed "the S.C.D.C. since paid the Appellant" that it now becomes a contractual dispute. The Appellant stands firm on the closely related dates in which the ALC ruled.

Conclusion

The Appellant believes this is not a contractual dispute because the BRCI Prison Industries claim (grievance) was never included into the Tyger River Corr. Inst. Settlement Agreement.

The language in that Settlement Agreement is Ambiguous which makes it a question of law. That language is reasonably Susceptible of more than one interpretation. When all the facts are presented no reasonable mind could reach the same conclusion as the S.C.D.C. claims. The Appellant now is even more confident that the S.C.D.C. did not pay or add the BRCI Prison Industries hours owe by stating the Appellant "Allegedly performed" work at BRCI from 2003 to 2006. Then S.C.D.C. paid pay wages that did not have a grievance associated to those wages which is false. Therefore the Appellant ASK to grant the relief requested in the Appellants "INITIAL BRIEF"

The Appellant Received the
Respondents INITIAL Brief on
June 17, 2026. The Appellant
now timely files the Reply
Brief.

Respectfully Submitted,

Ronnie Swofford Jr

Ronnie Swofford JR. #218281

Kershaw Corr. Inst

SB-12

4848 Goldmine Hwy

Kershaw SC 29067

June 24, 2026

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Ronnie Swafford Jr. #218281,

Appellant

v.

South Carolina DEPARTMENT OF Corrections, Respondant

CERTIFICATE of Service

The Appellant certifies that THE Appellant's Reply Brief was placed in the U.S. mail on June 24, 2026 to the Below listed parties.

mailed to:

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And

The Honorable Jenny A. Kitchings
Clerk of COURT, S.C. Court of Appeals
P.O. Box 11629
Columbia, SC
29211

Ronnie Swafford Jr.

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June 24, 2026