

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE ADMINISTRATIVE LAW COURT
CRYSTAL M. ROOKARD, ADMINISTRATIVE LAW JUDGE

APPELLATE CASE NO. 2026-000747

ALC No. 25-ALJ-04-0744-AP

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SC Court of Appeals

RONNIE SWOFFORD JR., #218281,

APPELLANT

V.

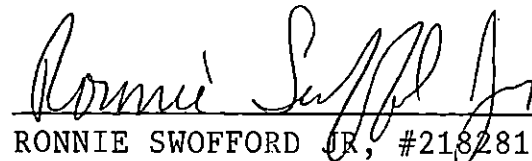
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,

RESPONDENT

APPELLANT'S DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL

The Appellant submits that the following should be included in the Record on Appeal.

1. ORIGINAL RECORD OF APPEAL
2. FINAL BRIEF OF APPELLANT (with Exhibits G-1, G-2, G-3, G-4, G-5)
3. EXHIBIT G-1, STEP 1 GRIEVANCE TYRCI-0131-24
4. EXHIBIT G-2, REQUEST TO STAFF TO BRANCH CHIEF GRIEVANCES
5. EXHIBIT G-3, STEP 1 GRIEVANCE BRCI-0381-25
6. EXHIBIT G-4, BLANK STEP 1 GRIEVANCE (See Back of Grievance)
7. EXHIBIT G-5, STEP 1 GRIEVANCE (See Response at the bottom).



RONNIE SWOFFORD JR, #218281

KERSHAW CORR. INST. SB - 12

4848 GOLDMINE HWY

KERSHAW, S.C. 29067

JULY 21, 2026

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1. ORIGINAL RECORD OF APPEAL FROM THE "ALC"
 - A. DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL
 - B. RESPONDENT'S MOTION TO DISMISS
 - C. APPELLANT'S MOTION TO OPPOSE THE RESPONDENT'S MOTION TO DISMISS
 - D. BRIEF OF APPELLANT
 - C. ORDER BY JUDGE CRYSTAL M. ROOKARD

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SC Court of Appeals

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IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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JUL 24 2026

APPEAL FROM THE ADMINISTRATIVE LAW COURT

MAY 15 2026

CRYSTAL M. ROOKARD, ADMINISTRATIVE LAW JUDGE

SC Court of Appeals

SC Court of Appeals

Appellate Case No.: 2026-00747

Ronnie Swofford Jr. #218281

v.

South Carolina Department of Corrections

Appellant

Respondent

DESIGNATION OF MATTER TO BE INCLUDED
IN THE Record on Appeal

Appellant proposes the following be included in
the Record on Appeal:

1. BRIEF of Appellant on April 28, 2026 with two (2) EXHIBITS.
2. ORDER OF February 18, 2026 Administrative Law Judge CRYSTAL M. ROOKARD.
3. Respondents Motion to Dismiss of January 14, 2026.
4. Appellants Motion to Oppose the Respondents Motion to Dismiss with Exhibits of January 27, 2026.
5. Appellants "Brief of Appellant" with Exhibits of January 28, 2026.

Please know the Appellant filed #2, #3, #4, and #5 with
the notice of Appeal to be included on the Record
of Appeal. I certify that this Designation Contains
no matter which is irrelevant to this Appeal.

MAY 12, 2026

1 OF 1

Ronnie Swofford Jr.
Ronnie Swofford Jr. #218281
Kershaw Corr. Inst. - SB 12
4848 GOLDMINE Hwy
Kershaw S.C. 29067

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MAR 23 2026

STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

SC Court of Appeals

Ronnie Swofford, #218281	)	Docket No.: 25-ALJ-04-0744-AP
	)	[Grievance No.: BRCI 381-25]
Appellant,	)	
	)	Hon. Crystal M. Rookard
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 Ronnie Swofford ("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 11, 2025, Appellant filed a Step One Grievance requesting that he receive backpay for the work he completed in PI at Broad River Correctional Institution.¹ The Step One Grievance was forwarded to the Step Two level of the appeal process due to the nature of Appellant's appeal. The Step Two Grievance response was issued on October 7, 2025.² SCDC considered the grievance resolved because Appellant settled his PI wage claim. This appeal followed.

On January 27, 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 February 7, 2025, the settlement funds were deposited into Appellant's E.H. Cooper Account. The settlement agreement Appellant signed expressly states that Appellant:

does hereby release, acquit, and forever discharge the SCDC, their

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 dated January 27, 2025, is attached for the Court's and parties' convenience.

agents . . . 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, relating to the monies paid to Inmate, of any kind including but not limited to claims to be paid the 'prevailing wages' 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 his participation in PIECP. *See id.* Appellant also agreed that the purpose of the settlement agreement was to make a "full and final compromise, settlement, and adjustment of any and all claims" relating to his work in PIECP. *Id.* Thus, Appellant has fully resolved his claim for PI wages and is not permitted to bring additional claims.

Therefore, Respondent respectfully requests this case be dismissed.

Respectfully submitted,

Lauren Stevens

Lauren Stevens
Staff Attorney
South Carolina Department of Corrections
PO Box 21787
Columbia, South Carolina 29221-1787
(803) 896-8508

January 14, 2026
Columbia, South Carolina

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only

INMATE NAME: Reemie Swafford
SCDC NUMBER: 218281
INSTITUTION Tyger River
HOUSING UNIT: _____
WORK ASSIGNMENT _____

Grievance No. PMI-1381-25
Code: General _____
Policy _____
Disc Hear _____
Class _____
PREA _____
Date Received _____
IGC Initials _____
Date Received _____
IGA Initials _____

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 [Signature] Date 11/1/15

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE REVERSE SIDE FOR RESPONSIBLE OFFICIAL'S DECISION & REASON

Responsible Official Signature [Signature] Date 10/7/15

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

Grievant Signature _____ Date _____

IGC Signature _____ Date _____

(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.

Ronnie Swofford, # 218281 - BRCI-0381-25

In your grievance, you request prevailing wage pay for work in RM Designs at Broad River from 2003 through 2006. However, you settled all claims related to prevailing wage pay on January 27, 2025. Your settlement funds went into your E.H. Cooper Account on February 7, 2025. Therefore, you are not due any additional funds, 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.

FINAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

I, Ronnie Swofford, # 218281, hereby voluntarily enter into this Final Release of All Claims.

Ronnie Swofford, # 218281, (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 a total of [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, 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 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 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 represents the total settlement which will be placed in Inmate's E.H. Cooper Inmate Account. 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.

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.

I HAVE READ THE FOREGOING RELEASE.

Ronnie C. Swofford Jr.
Ronnie Swofford, # 218281

1-27-25
Date:

Deven S. Plam
Signature for SCDC (to be completed at Headquarters)

1/27/2025
Date:

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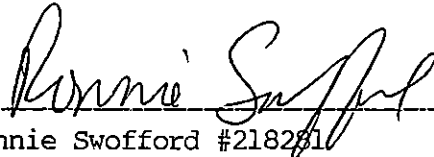
STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

MAR 23 2026

SC Court of Appeals

Ronnie Swofford #218281	)	Docket No.: 25-ALJ-04-0744-AP
Appellant,	)	Grievance No.: BRCI-0381-25
	)	
v.	)	Hon. Crystal M. Rookard
	)	
South Carolina Department	)	CERTIFICATE OF SERVICE
of Corrections,	)	
Respondent,	)	

I, the Appellant certify that I have served one (1) Original and one (1) copy of the Appellant's Motion to Oppose the Respondents Motion to Dismiss on the above captioned Docket No.: 25-ALJ-04-0744-AP, to the below listed addresses. The Appellant paid for the postage and placed afore said Motion to Oppose the Respondent's Motion to Dismiss in U.S. mail on 1-27-26 2026.



Ronnie Swofford #218281

Kershaw Corr. Inst. - SB - 0012 - T
4848 Goldmine Hwy
Kershaw, S.C.

29067

1 Original to:

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

1-27-26

Date

1 Copy to:

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

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MAR 23 2026

STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

SC Court of Appeals

Ronnie Swofford #218281	)	Docket No.: 25-ALJ-04-0744-AP
Appellant,	)	Grievance No.: BRCI-0381-25
	)	
v.	)	Hon. Crystal M. Rookard
	)	
South Carolina Department of	)	Motion to Oppose the Respondent's
Corrections	)	Motion to Dismiss
Respondent	)	
_____	)	

This matter is before the Administrative Law Court ("ALC") pursuant to the appeal of Ronnie Swofford ("Appellant"), an inmate incarcerated with the South Carolina Department of Corrections ("SCDC"). The above captioned matter concerns a Prison Industries Enhancement Program ("PIECP") pay claim. The Respondent alleges the current grievance no.: BRCI-0381-25 was settled on January 27, 2025 when the appellant and respondent settled the grievance no.: TYRCI-0131-24, this is factually incorrect and therefore the respondent's Motion to Dismiss should be denied and the appellant's appeal in the above caption should move forward and be heard based on facts for the following reasons,

In April of 2024 the Appellant spoke with the Tyger River Correctional Institution's inmate grievance coordinator ("IGC") Mrs. Crumly specifically about the "PIECP" pay claim. The appellant had ^Amatter that conflicted with SCDC's Policies & Procedures, because the appellant had worked for two (2) different P.I. programs, on two (2) different sentences, two (2) different Institutions, for two (2) different companies, with two (2) different pay rates. The appellant is well aware of the "Inmate Grievance System" GA-01.12, Section 7 "Grievable Issues" which state:

Section 7, Only one (1) issue, or one disciplinary conviction may be addressed on each grievance form, the following issues will be considered grievable.

1.

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

The Appellant wanted clarification about having both "PIECP" pay claims on one grievance form. Mrs. Crumly (Tyger River "IGC") stated that "I" the appellant had to file two (2) different grievances because the grievances had to be filed at the Institution that the inmate worked and that SCDC policy prohibits more than one (1) grievable issue is to be filed on one (1) grievance form and therefore Mrs. Crumly (TYRCI "IGC") could not accept a grievance from the appellant because of the multiple issues. Additionally, because the appellant brought this matter to Mrs. Crumly's (IGC) attention, filing a grievance in this manner, would not nor could not be submitted with both PIECP pay claims together. Mrs. Crumly (IGC) even gave an additional example for clarification that if an inmate had 3 charges (Disciplinary action) that was received all at the same time and was found guilty, and that inmate wanted to file a grievance on the three (3) different charges then the inmate had to file three (3) different grievances on three different grievance forms, which again is per SCDC policy and procedures.

The appellant further asked Mrs. Crumly as to why other inmates were able to file multiple issues on this matter, and Mrs. Crumly's explanation was that "ALL" Step 1 grievances were forwarded to the Step 2 level of the appeal process due to the nature of an inmates appeal. Therefore Mrs. Crumly simply forwarded any grievance received on the PIECP pay claims to SCDC headquarters for further review. However, because the appellant actually asked about this process, Mrs. Crumly could not simply forward the appellant's grievance because it could have violated SCDC policy since it was brought to Mrs. Crumly's attention.

Since the appellant was currently working at the Tyger River Correctional Institution P.I. program for Shaw Floors, the appellant filed a grievance in regards to Tyger River C.I. only. Grievance No.: TYRCI-0131-24 which was for 2500 hours and there was no mention of the Broad River Corr. Inst. PIECP hours or anything in regards to BRCI.

In late August or early September 2024 the appellant met with Mr. Todd Darwin of the Holcombe & Bomar, P.A., Law Office, 100 Dunbar St., Suite 200, Spartanburg, S.C. 29306, who was hired by SCDC to help settle PIECP pay claims. Mr. Darwin offered a settlement amount in which the appellant declined. The appellant even asked then if the Broad River C.I. PIECP pay claim could be added to the settlement, but Mr. Darwin stated "No" that he only had Settlement Authority to settle the TYRCI-0131-24 claim.

The appellant never received permission or received any "Settlement Authority to add the Broad River C.I. PIECP pay claim to the current settlement dispute which at this time was the Grievance No. TYRCI-0131-24. The appellant was owed roughly \$21,000.00 for the 2500 hours at the Tyger River Corr. Inst. PIECP pay claim and settled for \$18,000.00, with understanding that the ambiguous language used in the contract was to mean trying to go back and ask for "Child Support, Long Term Savings, Overtime, etc." SCDC answered and eventually closed the Grievance No. TYRCI-0131-24 and that's it, SCDC paid the appellant almost exactly what was owed by working at the Tyger River PIECP.

The appellant followed the SCDC policy on filing grievances as well as following the directive from an SCDC employee Mrs. Crumly (IGC) which instructed the appellant that a grievance with more than one issue on a grievance form would not be accepted. This is a unique situation because had the appellant filed both PIECP pay claims on one grievance form and the grievance went to the Step 2 level then the SCDC could deny the grievance for failing to follow GA-01.12 section 7. The specific language at issue here is extremely ambiguous, recently SCDC has added language that states "All claims from any and all Institutions". Obviously this is a learn as you go experience for all parties, but the appellant should not be punished for following the SCDC policy and procedures that are mandated that inmates are to follow.

In *Torrence v S.C. Department of Corrections* 373 S.C. 586 593-95, 646 SE2d 866, 869-870 (2007) "inmates right to pursue their claims through the Department's internal grievance procedure".

Additionally, SCDC grievance policy mandates how the inmate is to follow and arrive at receiving the statutory mandated prevailing wage by following established policy and procedure. The Administrative agency's interpreting with respect to the statutes entrusted to its Administration or its own regulations.

Our S.C. Supreme Court held in *Torrence v S.C. Department of Corrections* 433 S.C. 224, 857 SE2d 549 that the inmates grievance involved department policies and procedures.

The Office of General Counsel is the Authority that governs the "Inmate Grievance System" GA-01.12 knows what the policy entails yet now wants to punish the inmate for following the rules that are in place.

The Respondent's Motion to Dismiss will show a copy of the grievance no.: BRCI-0381-25 will show the Step 1 Grievance was received and forwarded to BRCI on 4-14-2025 (Please see Action Taken by IGC) at the bottom of the Step 1 Grievance. That shows the IGC at Tyger River could not receive a grievance from the appellant with multiple issues because the Mrs. Crumly (IGC) could not process a grievance to another Institution. Please know the SCDC Grievance Policy does not mandate that an inmate file both Grievances involving PIECP pay claims at the same time, the Policy only mandates that multiple issues are to be filed individually on separate grievance forms. The appellant knew the hours that were owed in the TYRCI-0131-24 grievance because the appellant was currently working at the P.I. at TYRCI which is why the appellant went forward with filing the PIECP pay claim at Tyger River C.I. while gathering more information to file a grievance on the PIECP pay claim at Broad River C.I. Once the Appellant received the settlement from SCDC in regards to the TYRCI grievance and the money was received, the appellant then proceeded with BRCI grievance PIECP pay claim.

The Appellant did exactly what SCDC's Inmate Grievance System GA-01.12 instructs as well as the directive explanation given by the Tyger River Corr. Inst Inmate Grievance Coordinator Mrs. Crumly.

The Appellant has included Exhibit A.1 and A.2 of a contract of . . . other inmate that settled his PIECP pay claim and the language used by SCDC mandated the settlement agreement was "FOR ALL WORK AT ALL INSTITUTIONS FOR ALL TIME PERIODS". This language was not included in the contract that the Appellant agreed and signed for Grievance No.: TYRCI-0131-24, because if in fact this language of "FOR ALL WORK AT ALL INSTITUTIONS FOR ALL TIME PERIODS" was included the appellant would not have agreed to that amount.

If a statute or regulation administered by an Agency is silent or ambiguous with respect to specific issue, Court must give deference to Agency's interpretation of statute or regulation, assuming interpretation is worthy of deference (Plain, literal, or Clear meaning).

Section §24-3-430 (H) The earnings of an inmate authorized to work at paid employment pursuant to this section must be paid directly to the Department of Corrections and applied as provided under 24-3-40.

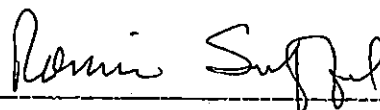
Once section §24-3-430 (H) gives SCDC the Authority to distribute any amount of the inmates payment for work done, any and all pay claim matters go through the SCDC internal grievance policies and procedures. The appellant followed ALL policies and procedures that's mandated. SCDC failed to be clear in their language which seemingly allowed SCDC to assume all claims were in fact paid. The Appellant and SCDC settled the PIECP pay claim for grievance No.: TYRCI 0131-24 work done at the Tyger River Corr. Inst. P.I. for Shaw Floors for \$18,000.00 (2500 hours) that's it, The appellant understood that "NO" funds for child support (which was voluntarily deducted each pay period), long term savings, or any taxes were to be paid. Any and all claims for the money that was waved (Child support, Long Term savings, Taxes, etc.) could no longer be attainable due to the language of the contract signed by the appellant.

SCDC did not add any hours in their calculations for BRCI because the amount would have been significantly greater. SCDC is using ambiguous language to prevent the appellant from being paid the PIECP pay claim owed by SCDC. The appellant can only file grievances according the SCDC's "policies and Procedures" set forth. The appellant followed all instructions

CONCLUSION

The appellant asserts that the captioned Docket No.: & Grievance No.: are not apart of the settlement agreement between appellant and respondent that was settled on January 27, 2025 pertaining to a different grievance (TYRCI-0131-24). The Appellant asserts that the statute of law that gives way to the SCDC policies and procedures, in which the appellant followed and that the language used by SCDC does not support their argument because if in fact SCDC did include both PIECP pay claims then SCDC would have addressed the PIECP pay claims were "FOR ALL WORK AT ALL INSTITUTIONS FOR ALL TIME PERIODS" as SCDC stated in many other inmates contracts. The appellant opposes the respondent's motion to dismiss, and asks this Honorable Court to deny the respondent's motion and move forward with the appellant's appeal. The respondent filed their Record of Appeal with their Motion to Dismiss, and the appellant's brief to the appeal is due on February 11, 2026.

The appellant received the Respondent's Motion to Dismiss on January 20, 2026, from the Kershaw Correctional Institution mailroom and now the appellant makes a timely return.



Ronnie Swofford #218281

Kershaw Corr. Inst.

SB - 0012 - T

4848 Goldmine Hwy

Kershaw, S.C.

29067

1-27-26

Date

INMATE COPY

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS OFFICE OF GENERAL COUNSEL | INMATE GRIEVANCE BRANCH INMATE GRIEVANCE APPEAL

INMATE: Swofford, Ronnie | SCDC No. 218281

FROM: Office of General Counsel | Inmate Grievance Branch

SUBJECT: Prevailing Wage Appeal | Grievance No. BRCI-0381-25

DATE: 5/2/25

The Office of General Counsel - Inmate Grievance Branch is in receipt of your prevailing wage appeal. Pursuant to SCDC Policy GA-01.12 Inmate Grievance System, the South Carolina Department of Corrections advocates timely and efficient resolution of complaints and grievances brought to the attention of administrators by inmates. To this end, the Department will develop, administer, and implement an inmate grievance system accessible to all inmates.

The appeal of your grievance requires further investigation and evaluation. However, due to the volume of incoming prevailing wage grievances and the extenuating nature of your appeal, additional time is needed to process your grievance. Consequently, it will be held in abeyance while the authorized personnel complete their investigation and evaluation of your grievance. Upon the conclusion of this investigation and evaluation, your grievance will be processed in accordance with applicable policies and procedures.

Cc: SCDC Inmate Grievance Branch

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Ronnie Swofford #218281

Appellant,

v.

South Carolina Department of Corrections,

Respondent,

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MAR 23 2026

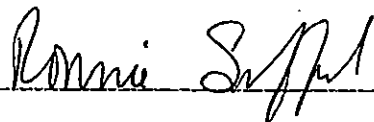
SC Court of Appeals

The Honorable Crystal M. Rookard

Appellate Case No.: 25-ALJ-04-0744-AP

Appeal from the Inmate Grievance Branch
at the S.C. Department of Corrections

BRIEF OF APPELLANT



Ronnie Swofford #218281

Kershaw Corr. Inst

SB - 0012 - T

4848 Goldmine Hwy

Kershaw, S.C.

29067

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STATEMENT OF ISSUES ON APPEAL

1. Did the South Carolina Department of Corrections ("SCDC") err in denying the Appellants Step 2 grievance by ruling that "You (Appellant) settled all claims relates to prevailing wage pay on January 27, 2025. Your settlement funds went into your E.H. Cooper Account on February 7, 2025. Therefore, you are not due any additional funds". For work in RM Designs at Broad River from 2003 through 2006?
2. Did the South Carolina Department of Corrections ("SCDC") violate the appellants Procedural Due Process Protection for Liberty and/or Property Interest by failing to pay money owed and mandated by statutory laws and SCDC's "Policies & Procedures"?

STATEMENT OF THE CASE

The Appellant filed a Step 1 grievance on April 11, 2025 at the Tyger River Correctional Institution with Mrs. Crumly (IGC) the inmate grievance coordinator in which the Step 1 grievance that was filed was forwarded to the Broad River Correctional Institution. The grievance was in regards to a back pay wage dispute from where the appellant worked for RM Designs, Inc. from 2003 through 2006 under the P.I. program that was in place at BRCI. The appellant received notification that the grievance filed was assigned grievance no.: BRCI-0381-25. Due to the nature of Appeal the Step 1 grievance was forwarded to the Step 2 process. The appellant received a notice from the Office of General Counsel / Inmate Grievance Branch on May 2, 2025 that the respondent is was receipt of your prevailing wage appeal, and pursuant to SCDC Policy GA-01.12 Inmate Grievance System, SCDC advocates timely efficient resolution of complaints and grievances brought to the attention of administrators by inmates (Exhibit A.3).

On October 7, 2025 the Step 2 grievance was denied. The Appellant timely filed an Appeal to this Honorable Court was assigned to the appellant on November 13, 2025. The appellant will show this Honorable Court that SCDC failed to follow its own Policies & Procedures in determining the appellant was not owed monies from BRCI's PIECP pay claim dispute, in addition to using ambiguous language to cover up language SCDC failed to use in the settlement agreement with the appellant on a different grievance (TYRCI-0131-24) that had absolutely no bearing on the current grievance (BRCI-0381-25) in which the appellant was not paid the prevailing wage nor was hours of BRCI ever included because there was no mention of such hours in the previous grievance from Tyger River Corr. Inst. (TYRCI-0131-24).

The respondent's have filed their Record on Appeal with their Motion to Dismiss, The appellant's brief is due on February 11, 2026 and the respondent's reply brief is due March 3, 2026. The argument to the appellant's brief follows:

STANDARD OF REVIEW

This Court generally has jurisdiction to hear inmate appeals that have been properly filed and served. See S.C. code Ann. §1-23-600(D)(Supp.2024) Allen v S.C. Dept. of Corr., 439 S.C. 164, 170, 886 SE2d 671, 674 (2023) (The ALC has subject matter jurisdiction over inmate grievance appeals that have been properly filed); Slezak v S.C. Dept of Corr., 361 S.C. 327, 331 605 SE2d 506, 507 (2024); Al-Shabazz v State, 338 S.C. 354, 369, 527 SE2d 742, 750 (2000).

ARGUMENT

1. Appellant was denied back pay wage earnings from the Broad River Correctional Institution while working in the P.I. program for RM DESIGNS, Inc. from 2003 through 2006 pursuant to Torrence v S.C. Depart. of Corr. when respondent failed to follow S.C. statute and and SCDC Policies & Procedures when making this determination.
2. S.C. Department of Corrections did violate the appellants Procedural Due Process Protection for Liberty and/or Property Interest by failing to pay money owed and mandated by S.C. statutory laws and SCDC's "Policies & Procedures".

RELEVANT FACTS

In April of 2024 the appellant spoke with the Inmate Grievance Coordinator at the Tyger River Corr. Inst. Mrs. Crumly (IGC) specifically about the PIECP pay claim in which the appellant had worked for two (2) different P.I. programs, on two (2) different sentences, at two (2) different Institutions, for two (2) different companies, with two (2) different pay rates. The appellant is well versed on SCDC inmate policies & procedures, especially the "Inmate Grievance System" GA.01-12, section 7 "Grievable Issues" which state:

Section 7, Only one (1) issue, or one disciplinary conviction may be addressed on each grievance form, the following issues will be considered grievable.

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

The appellant wanted clarification about having both "PIECP" pay claims on one grievance form. Mrs. Crumly (IGC) stated that "I" the appellant has to file two (2) different grievances because the grievances had to be filed at the Institution that the inmate worked and SCDC policy prohibits more than one (1) grievable issue is to be filed ^{on} one (1) grievance form and therefore Mrs. Crumly (IGC) could not accept a grievance from the appellant because of the multiple issues. Additionally, because the appellant brought this to Mrs. Crumly's attention, filing a grievance in this manner would not nor could not be submitted with both PIECP pay claims together. The appellant asked Mrs. Crumly as to why other inmates got away with filing multiple issues, and Mrs. Crumly's innocent explanation was that "ALL" the step 1 grievances were elevated to the step 2 process due to the nature of the grievance and the IGC direct observance was not necessary. However, because the appellant actually asked about this process, Mrs. Crumly could not simply forward the appellant's grievance because it would have violated SCDC policy, since this matter was brought to the IGC's attention turning a blind eye was unacceptable.

Since the appellant was currently working at the Tyger River Corr. Inst. P.I. Program for Shaw Floors, the appellant filed a grievance in

regards to the Tyger River Corr. Inst. hours owed, Grievance No.: TYRCI-0131-24 was generated upon filing and the grievance was for 2500 hours and there was absolutley no mention of the Broad River Corr. Inst. P.I. or the hours owed from Broad River C.I. or anything in those regards. The appellant was given a directive by the Tyger River IGC to not put multiple issues on one (1) grievance form. While the grievance took it course the appellant worked to gathering information for hours and/or monies owed from Broad River P.I., to be clear SCDC Inmate Grievance System mandates an inmate to file one (1) grievable issue on one (1) grievance form, not that both grievances has to be filed at the same time.

In late August or early September 2024 the appellant met with Mr. Todd Darwin an attorney from the Holcombe & Bomar, P.A., Law Office, 100 Dunbar St., Suite 200, Spartanburg, S.C. 29306, who was hired by SCDC to help settle PIECP pay claims. Mr. Darwin offered a settlement amount in which the appellant declined. The appellant ask Mr. Darwin about adding the BRCI PIECP pay claim to the TYRCI PIECP pay claim grievance and Mr. Darwin stated "No" and that the only settlement authority Mr. Darwin had was to the TYRCI-0131-24 pay claim.

The appellant never received permission or received any settlement authority to add the BRCI PIECP pay claim to the current settlement dispute which at the time was the grievance no.:TYRCI-0131-24. The appellant was owed roughly \$21,000.00 for the 2500 hours at the Tyger River C.I. PIECP pay claim and settled for \$18,000.00, with understanding that the ambiguous language used in the contract was to the appellant could not ask for any more money that would be available as in child support, long term savings, overtime, etc. Grievance No.: TYRCI-0131-24 was closed upon receiving the settlement on January 27, 2025.

In *Torrence v S.C. Dept. of Corr.* 373 S.C. 586 593-95, 646 SE2d 866, 869-870 (2007) "Inmates right to pursue their claims through the Department's internal grievance procedure ". Additionally, SCDC grievance policy mandates how the inmate is to follow and arrive at receiving the statutory mandated prevailing wage by following established policy and procedure. The administrative agencys interpretating with respect to the statutes entrusted to its administration ot its own regulations.

Our S.C. Supreme Court held in *Torrence v S.C. Depart. of Corr.* 433, S.C. 224, 857 SE2d 549 that the inmates grievance involved department policies and procedures.

Exhibit A.3 is a letter dated May-2-2025 from the Office of General Counsel - Inmate Grievance Branch indicating that the BRCI-0381-25 greivance was being investigated and the what purpose the Inmate Grievance System served. The Office of General Counsel is the Authority that governs the "Inmate Grievance System" GA-01.12 knows what the policy and procedures entail yet now the wants to punish the inmate for following the very rules that are in place.

The respondent's motion to dismiss will show a copy of grievance no.: BRCI-0381-25 will show the appellant's step 1 grievance was received and forwarded to BRCI on April 14, 2025 (See action taken by IGC) at the bottom of the step 1 grievance. That shows the IGC at Tyger River could not receive a grievance from the appellant with multiple issues because Mrs. Crumly (IGC) could not process a grievance to another Institution. Again, SCDC Policy only mandates that multiple issues are to be filed individually on separate grievance forms, but there is no mandate or mention that grievances have to be filked at the same time.

Exhibits A.1 and A.2 are copies of other inmate settlement agreements that identify the language used which is critical when alleging all claims. Exhibit A.1 states "For all work at all institutions for all time periods" and Exhibit A.2 states "This release covers all work for Prison Industries at any and all institutions where applicable work was performed." The appellant's settle ment agreement does not have this language because the respondent never included the hours because the appellant never asked in the TYRCI-0131-24 grievance about the BRCI PIECP pay claim.

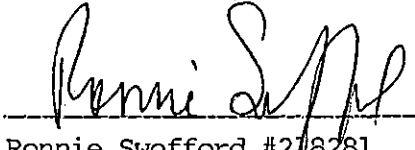
The appellant would not have accepted the settlement agreement of \$18,000.00 if the respondent had included any such language "for all work at all insti- tutions for all time periods" or any language indicating such because SCDC denied settlement authority that included BRCI and the language in the appell- ant's settlement agreement reflects that.

If a statute or regulation administered by an agency is silent or ambiguous with respect to specific issue, Court must give deference to agency- 's interpretation of statute or regulation, assuming interpretation is worthy of deference (Plain, Literal, or Clear meaning).

S.C. Code Ann. §24-3-430 (H) mandates inmates pay is directly paid to the SCDC and at that point all pay claim matters must go through the SCDC internal grievance policies and procedures. The appellant has followed all policies and procedures, to include the directive from the Tyger River IGC Mrs. Crumly.

If the respondent actually believed the settlement agreement between the respondent and the appellant was settled between the Tyger River Corr. Inst. PIECP pay claim and the BRCI PIECP pay claim then the respondent would have identified that "All work for all institutions for all time periods" and/or some other language the respondent's have used to clarify in other inmate settlement agreements. The respondent failed to add or use that language in the appellant's settlement agreement. However, the respondent is simply trying to use the ambiguous language in that same manner.

The Appellant asks this Honorable Court to either remand this case back to the S.C. Department of Corrections to work out a settlement agreement or that this Honorable Court to rule that the appellant should be paid the PIECP pay claim Identified in the current grievance for hours owed from 2003 through 2006 while working at RM DESIGNS, Inc while at the Broad River Corr. Inst. and/or any other proper and just ruling this Honorable Court deems appropriate.



Ronnie Swofford #218281

Kershaw Corr. Inst.

SB - 0012 - T

4848 Goldmine Hwy

Kershaw S.C. 29067

1-28-24

Date

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only

INMATE NAME

Claude Hamrick

SCDC NUMBER

144172

INSTITUTION

Tyger River

HOUSING UNIT

WORK ASSIGNMENT

Grievance No

TYRCE-0302-25

Code General

M/145

Policy

Disc Hear

Class

PREA

Date Received

IGC Initials

Date Received

9/10/25

IGA Initials

ZAB

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

B. J. [Signature]

Date

9/10/25

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

Grievant Signature

Claude Hamrick

Date

9/16/25

IGC Signature

J. [Signature]

Date

9/16/25

(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.

Claude Hamrick, # 144172 - TYRCL-0302-25

SCDC has calculated your pay at the prevailing wage rate for your Prison Industries job code(s) for all work at all institutions for all time periods. There are no calculations after May 21, 2024 because on that date, the inmate pay statute, S.C. Code 24-3-430(D), was amended to eliminate the language requiring that inmates be paid the prevailing wage going forward. It is now lawful for inmates to be paid the federal minimum wage. Our calculations resulted in the following:

Net total: [REDACTED]

SCDC believes its calculations are correct and we are prepared to pay you the full net total upon execution of a settlement agreement and release. If you dispute the time period in question or the calculations, you may file an appeal.

Claude Hamrick III

I accept a settlement for the full net total.

_____ I do not accept a settlement and wish to file an appeal.

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. No additional grievances may be submitted through the Inmate Grievance System regarding the timeframe stated in this Final Agency Decision. Therefore, we consider your grievance 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 and submit it as instructed on the form within 30 days of receipt of this decision.

FINAL RELEASE OF ALL CLAIMS

I, Charles Jackson, #220129, hereby voluntarily enter into this Final Release of All Claims.

Charles Jackson, #220129 (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 \$12,880.97 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


Charles Jackson, #220129

EXHIBIT A.2

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 20 day of May, 2025, in the presence of the below named witness.

I HAVE READ THE FOREGOING RELEASE.

WITNESS:


Charles Jackson, #220129

INMATE COPY

EXHIBIT A.3

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
OFFICE OF GENERAL COUNSEL | INMATE GRIEVANCE BRANCH
INMATE GRIEVANCE APPEAL

INMATE: Swofford, Ronnie | SCDC No. 218281

FROM: Office of General Counsel | Inmate Grievance Branch

SUBJECT: Prevailing Wage Appeal | Grievance No. BRCI-0381-25

DATE: 5/2/25

The Office of General Counsel - Inmate Grievance Branch is in receipt of your prevailing wage appeal. Pursuant to SCDC Policy GA-01.12 Inmate Grievance System, the South Carolina Department of Corrections advocates timely and efficient resolution of complaints and grievances brought to the attention of administrators by inmates. To this end, the Department will develop, administer, and implement an inmate grievance system accessible to all inmates.

The appeal of your grievance requires further investigation and evaluation. However, due to the volume of incoming prevailing wage grievances and the extenuating nature of your appeal, additional time is needed to process your grievance. Consequently, it will be held in abeyance while the authorized personnel complete their investigation and evaluation of your grievance. Upon the conclusion of this investigation and evaluation, your grievance will be processed in accordance with applicable policies and procedures.

Cc: SCDC Inmate Grievance Branch

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[Go to Previous Versions of this Section](#)

2024 South Carolina Code of Laws

Title 24 - Corrections, Jails, Probations, Pardons and Pardons

Chapter 3 - State Prison System

Section 24-3-430. Inmate labor in private industry authorized; requirements and conditions.

Universal Citation:

SC Code § 24-3-430 (2024) ☐[< Previous](#)[Next >](#)

(A) The Director of the Department of Corrections may establish a program involving the use of inmate labor by a nonprofit organization or in private industry for the manufacturing and processing of goods, wares, or merchandise or the provision of services or another business or commercial enterprise considered by the director to enhance the general welfare of South Carolina. No violent offender shall be afforded the opportunity to perform labor for nonprofit organizations if such labor is outside the confines of a correctional institution. Inmates participating in such labor shall not benefit in any manner contradictory to existing statutes.

(B) The director may enter into contracts necessary to implement this program. The contractual agreements may include rental or lease agreements for state buildings or portions of them on the grounds of an institution or a facility of the Department of Corrections and provide for reasonable access to and egress from the building to establish and operate a facility.

(C) An inmate may participate in the program established pursuant to this section only on a voluntary basis and only after he has been informed of the conditions of his employment.

(D) No inmate participating in the program may earn less than an hourly rate equal to the federal minimum wage for work of similar nature in the private sector.

(E) Inmate participation in the program may not result in the displacement of employed workers in the State of South Carolina and may not impair existing contracts for services.

(F) Nothing contained in this section restores, in whole or in part, the civil rights of an inmate. No inmate compensated for participation in the program is considered an employee of the State.

(G) No inmate who participates in a project designated by the Director of the Bureau of Justice Assistance pursuant to Public Law 90-351 is eligible for unemployment compensation upon termination from the program.

(H) The earnings of an inmate authorized to work at paid employment pursuant to this section must be paid directly to the Department of Corrections and applied as provided under Section 24-3-40.

HISTORY: 1995 Act No. 7, Part II, Section 43; 1998 Act No. 355, Section 1; 2024 Act No. 192 (S.1001), Section 1, eff May 21, 2024.

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RECEIVED

MAR 23 2026

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

SC Court of Appeals

Ronnie Swofford, Jr., #218281,

Appellant,

v.

South Carolina Department of Corrections,

Respondent.

Docket No. 25-ALJ-04-0744-AP

Grievance No. BRCI 0381-25

ORDER

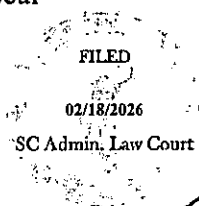
This matter is before the South Carolina Administrative Law Court (Court or ALC) pursuant to an appeal filed on October 23, 2025, by Ronnie Swofford, Jr. (Appellant) an inmate incarcerated with the South Carolina Department of Corrections (Department). This matter was assigned to the undersigned on November 13, 2025. Appellant is challenging the Department's final decision that he is not entitled to any additional funds for his participation in the prison industries program. *See* S.C. Code Ann. § 24-3-430(D) (Supp. 2025).

On April 11, 2025, Appellant filed a Step 1 Grievance, disputing his pay for labor performed in the Prison Industry Enhancement Certification Program (PIECP). Appellant's grievance was elevated to the Step 2 level. On October 7, 2025, the Step 2 Grievance response was issued, in which the Department resolved Appellant's grievance on the grounds that Appellant settled his prevailing wage claim. This appeal followed. The Department filed a Motion to Dismiss (Motion) on January 15, 2026. As grounds for its request, the Department represents that the parties entered a settlement agreement regarding Appellant's claim, and the Department has since paid Appellant. The Department attached a copy of the Final Settlement Agreement and Release of All Claims to the Motion. Appellant filed a response to the Motion on January 27, 2026. Appellant filed his initial brief on January 29, 2026.

DISCUSSION

The Court's jurisdiction to hear this matter is derived from the decision of the South Carolina Supreme Court in *Al-Shabazz v. State*, 338 S.C. 354, 527 S.E.2d 742 (2000). In *Al-Shabazz*, the South Carolina Supreme Court set forth that the ALC has jurisdiction to review inmate appeals involving state-created liberty or property interests. *Id.*; *see also Skipper v. S.C. Dep't of Corr.*, 370 S.C. 267, 633 S.E.2d 910 (Ct. App. 2006) (finding dismissal of inmate's appeal

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appropriate because his grievance did not implicate a state-created liberty interest). Furthermore, in *Wicker v. South Carolina Department of Corrections*, the Supreme Court further clarified that this Court has jurisdiction to hear inmate wage claim grievances in the limited circumstance where the state has created a statutory right to that wage. 360 S.C. 421, 423–24, 602 S.E.2d 56, 57 (2004) (“We find that where, as here, the state has created a statutory right to the payment of a prevailing wage, it cannot thereafter deny that right without affording due process of law.”). However, in *Slezak v. South Carolina Department of Corrections*, our Supreme Court explained that while the ALC has jurisdiction over properly filed inmate grievance appeals, summary dismissal is appropriate “where the inmate’s grievance does not implicate a state-created liberty or property interest.” 361 S.C. 327, 331, 605 S.E.2d 506, 508 (2004). Recently, the court further clarified that while the ALC has jurisdiction over all inmate grievance appeals, it is “not required to hold a hearing in every matter and may summarily dismiss an inmate’s grievance if it does not implicate a state-created liberty or property interest sufficient to trigger procedural due process guarantees.” *Allen v. S.C. Dep’t of Corr.*, 439 S.C. 164, 170-71, 886 S.E.2d 671, 674 (2023).

In its Motion, the Department asserts the parties settled “any and all claims arising out of Appellant’s participation in the prison industries program.” Additionally, the Department indicated that the settlement funds were deposited into Appellant’s E.H. Cooper Account on or about February 7, 2025. The settlement agreement provided that “[i]nmate 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 [PIECP].” Therefore, Appellant has fully resolved his claim for wages and thus is challenging a contract he entered into with the Department. This matter is not properly before this Court. S.C. Code Ann. § 15-77-50 (2005) (circuit courts vested with jurisdiction to hear and determine all questions, actions 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. Jarkesy*, 603 U.S. 109, 135, 144 S.Ct. 2117, 2136 (2024) (providing that the Seventh Amendment right to jury trial cannot be conjured away by mandating traditional legal claims be taken to an administrative tribunal). Furthermore, Appellant does not dispute that his claim involves a contract dispute; in fact, his response confirms this by stating “the specific language at issue here is extremely ambiguous” in reference to the settlement agreement.

ORDER

IT IS THEREFORE ORDERED that the Department's Motion is **GRANTED**, and this appeal is **DISMISSED WITH PREJUDICE**.

AND IT IS SO ORDERED.

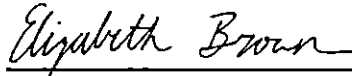
Crystal M. Rookard

The Honorable Crystal M. Rookard
South Carolina Administrative Law Judge

February 18, 2026
Columbia, South Carolina

CERTIFICATE OF SERVICE

I, Elizabeth Brown, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof in the United States mail, postage paid, or by electronic mail, to the address provided by the party(ies) and/or their attorney(s).



Elizabeth Brown
Judicial Law Clerk

February 18, 2026
Columbia, South Carolina