THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

ASPPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Honorable Daniel Coble, Circuit Court Judge

Case No.: 2026-001718

Stewart R. Buchanan, Appellant,

v.

Joel Anderson, Respondent.

RECORD ON APPEAL

Stewart R. Buchanan, Pro Se
Perry Correctional Institution
430 Oaklawn Road
Pelzer, SC 29669

General Counsel
4444 Broad River Road
Columbia, SC 29211-1787
ATTORNEY FOR RESPONDENT

INDEX

ORDER, dated 06/30/26

Complaint

CERTIFICATE

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

Stewart R. Buchanan, #069848
Perry Correctional Institution
430 Oaklawn Road
Pelzer, SC 29669

Dated: 10/21/26

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SC Court of Appeals

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Richland
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2026CP4003910

Stewart R Buchannan #069848
PLAINTIFF(S)

Joel Anderson et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☑ **ACTION DISMISSED** *(CHECK REASON)*: ☐ Rule 12(b), SCRCP; ☑ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** *(CHECK REASON)*: ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

In forma pauperis denied. Plaintiff failed to pay filing fee by 7/30/2026; therefore, this case is dismissed. Please refer to the order denying the in forma pauperis application filed on 6/30/2026

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/03/2026

Kensey Barret Evans
Stewart R Buchannan #069848 for Stewart R Buchannan #069848
Joel Anderson
Stewart R Buchannan #069848 for Stewart R Buchannan #069848

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2026 Aug 04 8:30 AM - RICHLAND - COMMON PLEAS - CASE#2026CP4003910

ELECTRONICALLY FILED - 2026 Aug 04 8:30 AM - RICHLAND - COMMON PLEAS - CASE#2026CP4003910

Richland Common Pleas

Case Caption:	Stewart R Buchannan #069848 vs Joel Anderson , defendant, et al
Case Number:	2026CP4003910
Type:	Order/Electronic Form 4

So Ordered

s/ Daniel Coble, 2774

STATE OF SOUTH CAROLINA)) COUNTY OF RICHLAND)	In the Court of Common Pleas For the Fifth Circuit
Stewart R. Buchanan, #069848, Plaintiff, v. Joel Anderson, in his official capacity; and, Kensey Barrett Evans, in his Individual Capacity Defendants.	C/A No.:_____ C O M P L A I N T (Jury Trial Demanded) S.C. Code §§15-53-30 and 15-53-120

TO: THE RESIDENT OR PRESIDING JUDGE
FOR THE FIFTH JUDICIAL CIRCUIT.

1. PERSONALLY APPEARS Stewart R. Buchanan, the plaintiff above-captioned, who attacks the unlawful portions of a settlement agreement (contract) between the South Carolina Department of Corrections ("SCDC") and himself which are tainted with invalidity, either by fraud practiced upon him by defendants or by a mutual mistake under which all parties acted. Plaintiff seeks a jury trial on all questions of fact, a declaratory judgment and injunctive relief, but no monetary damages.

I. JURISDICTION

2. This Court has jurisdiction to determine Plaintiff's questions of construction or validity arising under the settlement instrument, or contract, and grant a declaration of his rights, status or other legal relations thereunder pursuant to S.C. Code Section 15-53-30.

3. This Court has jurisdiction to grant any necessary and proper injunction as further relief based upon a declaratory judgment or decree pursuant to S.C. Code Section 15-53-120.

II. THE PARTIES

4. Plaintiff Stewart R. Buchanan is, and was during the past fifty-three (53) years, an inmate of the SCDC, housed at Perry Correctional Institution, and who was tricked or fraudulently induced by misrepresentation into waiving valid claims for actual wages pursuant to service work he performed for SCDC Prison Industries prior to 2001, of a value to him in excess of $25,000.00. Plaintiff seeks an order invalidating the waivers in the contract and granting him injunctive relief by ordering Defendants to issue two (2) final agency decisions (Step Two Grievance answers) regarding his work and consistent with this Court's opinion.

5. Defendant Joel Anderson is the Director of SCDC who shall appear for and defend actions or suits at law which accrue to the department. S.C. Code §24-1-220.

5. Defendant Kensey Barrett Evans is, and was during all times listed herein, employed by SCDC as Deputy General Counsel whose negligent misrepresentation of fact did fraudulently induce Plaintiff to waive all claims for actual wages pursuant to service work he performed prior to 2001. He is sued in his official capacity.

III. THE FACTS

7. Plaintiff was employed at SCDC Prison Industries pursuant to S.C. Code §24-3-315 as "Quality Control Technician" between 07/05/89 and 08/29/89 and as "Senior Shop Operator" between 11/30/89 and 11/16/90 in the Vehicle Restoration Plant.

8. Plaintiff was employed by same pursuant to S.C. Codes §§24-3-315 and 24-3-430(D). as a "Packer" between 11/18/97 and

9. Based upon a plain reading of Sections 24-3-315 and 24-3-430(D) and their legislative intent, Defendant was required to determine the mean average wage for the occupation at issue and the wage to be paid Plaintiff was to comply with this law.

10. The wage Plaintiff received of $18.25 for eighty (80) hours of work between 07/05/89 and 08/29/89 did not comply with Section 24-3-315.

11. The wage Plaintiff received of $24.25 for eighty (80) hours of work between 08/30/89 and 11/16/90 did not comply with Section 24-3-315.

12. The wage Plaintiff received of $0.80 per hour for work between 11/18/97 and 8/24/98 did not comply with sections 24-3-315 and 24-3-430(D).

13. Defendant issued as a final agency decision regarding Plaintiff's employment with Magla the statement that no work prior to 1999 was eligible for compensation pursuant to section 24-3-430(D).

14. As a final agency decision, Defendant Evans instructed Plaintiff's claim for work between 07/05/89 and 11/16/90 be closed without a final agency decision.

15. Defendant and Plaintiff entered into wage dispute settlement negotiations.

16. Both parties' duty during settlement negotiations was to execute equitably the legislative intent of Sections 24-3-315 and 24-3-340(D) regarding past wages legally due to Plaointiff.

17. On February 13, 2025, Plaintiff complained to Defendant Evans that their attorney, Steven M. Pruitt, Esquire, had advised him by letter that his work for Magla company was not covered under the Prison Industries Program and Plaintiff was not entitled to recover under section 24-3-430(D).

18. On February 14, 2025, Defendant Evans responded to Plaintiff's inquiry, stating, "Service projects and wages were not impacted by the Torrence decision. What Mr. Pruitt told you was correct."

19. On February 21, 2025, seven (7) days after Defendant Evans' misrepresentations of fact to Plaintiff, Plaintiff acted upon that false information and signed a settlement agreement which included provisions waiving all rights to claim service wages.

20. On February 14, 2025, Defendant Evans made a representation to Plaintiff.

21. The representation Defendant Evans made to Plaintiff is false.

22. The false representation is material.

23. Defendant Evans either had knowledge of the falsity of his statement made to Plaintiff or he had a reckless disregard of its truth or falsity.

24. Defendant Evans intended Plaintiff to act upon the fals representation.

25. Defendant Evans had a pecuniary interest in making tgh false representation.

26. Defendant Evans owed a duty of care to see that he communicated truthful information to Plaintiff.

27. Defendant Evans breached that duty by failing to exercise due care.

28. Plaintiff justifiably relied on the representation being true.

29. Plaintiff was ignorant of the falsity of Defendant Evans' representation.

30. Plaintiff had a right to rely upon the truth of Defendant Evans' representation due to the relationship of the parties being such that the Defendant occupies a superior position to the Plaintiff with respect to the truth of the statement made.

31. Plaintiff suffered a pecuniary loss of more than twenty-five thousand dollars ($25,000.00) as a direct and proximate result of Plaintiff's reliance upon Defendant Evans' misrepresentation.

32. On May 12, 2025, Plaintiff notified Defendant Evans of their mutual mistake.

33. Defendant Evans has refused to negotiate further the pre-2001 service work wages to which Plaintiff is entitled not issue a new final agency response consistent with this information.

34. Defendant Evans' acts as described herein are fraudulent.

35. The settlement agreement between the parties constitutes a contract under South Carolina law.

36. Defendant Evans' actions were so indifferent, to the consequences of his conduct so as to not give slight care to what he was doing, that he is guilty of "gross negligence".

37. As an alternative, the contract was based upon a mutual mistake that Plaintiff's service work prior to 2001 does not entitled him to actual wages as described by Sections 24-3-315 and 24-3-430(D) when, in fact, such work does entitle him to statutory wages.

IV. CAUSES OF ACTION

First Cause of Action
(Actual or Constructive Fraud)

38. The settlement contract between the parties is tainted with invalidity due to fraud practiced upon Plaintiff.

Second Cause of Action
(Mutual Mistake)

39. In the Alternative, if the settlement contract was not obtained from Plaintiff by Defendants by actual or constructive fraud, the settlement contract is tained with invalidity due to mutual mistake by both parties that Plaintiff was not entitled to statutory wages for work performed prior to 2001.

V. CONCLUSION

40. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court:

(A) Grant Plaintiff a jury trial on all issues of fact;

(B) Enter judgment pursuant to Section 15-53-30 declaring invalid those portions of said agreement contract which waives Plaintiff's statutory right to claim wages for service work performed pursuant to §§24-3-315 and 24-3-430(D), granting Plaintiff the right to litigate and seek remuneration for such work;

(C) Issue an injunction pursuant to Section 15-53-120, based upon said declaratory judgment, that Defendant issue and serve upon Plaintiff two (2) new final agency decisions on the

appropriate "Step Two" SCDC Grievance forms regarding the wages from both placed of employment discussed herein, and in a manner consistent with this Court's opinion; and,

(D) That this Court grant any such and further relief as may be deemed appropriate and just.

RESPECTFULLY SUBMITTED:

Stewart R. Buchanan, Pro Se
Perry Correctional Institution
430 Oaklawn Road
Pelzer, SC 29669

Dated:_____

VERIFICATION

I, Stewart R. Buchanan, verify under penalty of perjury that I have read and understand the foregoing seven (7) pages and hereby state that the contents thereof are true and correct to the best of my knowledge and understanding, excepting as to matters stated upon information and belief, and as to those I believe them to be true also.

Stewart R. Buchanan