

APPENDIX TO RESPONDENT'S FINAL BRIEF  
TIMMONS V. SCDEW AND BROWNS A/S RV AND CAMPERS

APPELLATE CASE NO. 2013-002356

## INDEX

Request for Determination of Insured Status (UCB 101).....	1
Determination by Claims Adjudicator (UCB 103) .....	2
Claimant Appeal to Appeal Tribunal.....	3
Appeal Tribunal Decision (Appeal No. 0906675) .....	4
Claimant Appeal to Commission.....	6
Commission Decision 09-C-1233 .....	7
Motion Cover Sheet and Commission Letter of Transmittal with Envelope.....	9
SCESC Motion to Dismiss .....	12
Order of Judge J. Michael Baxley .....	14
<b><u>OTHER DOCUMENTS</u></b>	
Request for Separation Information .....	15
Voluntary Leaving Fact Finding .....	16
Notice of Appeal Tribunal Hearing.....	18
Appeal Tribunal Hearing Transcript of Testimony .....	20

NAME: FRITZ A TIMMONS		SSN:	BYE: 03/14/10
CLAIMSTAKER ID: VJTYN	LO #: 160	FILED: 03/20/09	EFF DATE: 03/15/09
MAILING ADDRESS:			
CITY:		STATE:	ZIP:
OTHER NAME:			
<input checked="" type="checkbox"/> 1-UI	<input type="checkbox"/> 4-UI/UCFE/UCX	<input type="checkbox"/> 7-UCX	<input checked="" type="checkbox"/> NEW
<input type="checkbox"/> 2-UI/UCFE	<input type="checkbox"/> 5-UCFE	<input type="checkbox"/> 8-CW	<input type="checkbox"/> TRANSITIONAL
<input type="checkbox"/> 3-UI/UCX	<input type="checkbox"/> 6-UCFE/UCX	<input type="checkbox"/> OTHER	<input type="checkbox"/> ADDITIONAL
			<input type="checkbox"/> R-ADD
			<input type="checkbox"/> CONTINUED
BONA FIDE EMPLOYER NAME & PAYROLL ADDRESS INFORMATION:			DATES OF EMPLOYMENT:
NAME: BROWNS A/S RVS & CAMPERS INC			
STREET: 30049 HWY 151			FROM: TO:
			07/10/98 03/04/09
CITY: MC BEE	ST: SC	ZIP: 29101-8733	EMP. ACCT. #
BONA FIDE EMPLOYER LOCAL ADDRESS INFORMATION:			
STREET:			
CITY: MCBEE			
ST: SC			
ZIP:			
PHONE #: (843) 335-8829			
SEPARATION REASON:	<input checked="" type="checkbox"/> LOW	<input type="checkbox"/> VQ	<input type="checkbox"/> DISCHARGE
			<input type="checkbox"/> STILL WORKING
ISSUE CODES: 09			
LIABLE EMPLOYER INFORMATION:			DATES OF EMPLOYMENT:
NAME:			FROM: TO:
EMP. ACCT #			
JOB LOCATION (CITY/STATE):			
SEPARATION REASON:	<input type="checkbox"/> LOW	<input type="checkbox"/> VQ	<input type="checkbox"/> DISCHARGE
			<input type="checkbox"/> STILL WORKING
NARRATIVE REASON FOR SEPARATION FROM LIABLE EMPLOYER:			

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION  
P.O. BOX 995, COLUMBIA, S.C. 29202

1 BROWNS A/S RVS & CAMPERS INC  
1 30049 HWY 151  
1  
1  
1 MC BEE SC 29101

DATE OF THIS NOTICE 04/03/09

CLAIMANT'S NAME				SOCIAL SECURITY NUMBER	EFFECTIVE DATE	DISQUALIFICATION ENDS		
FRITZ A TIMMONS					03/15/09	INDEF		
L.O. NO.	TYPE	CATEGORY	WEEKLY BENEFIT AMOUNT	MAXIMUM POTENTIAL ENTITLEMENT	LESS REDUCTION OF	NET TOTAL BENEFITS	BENEFIT YEAR ENDS	
160	I	01	\$ 326.00	\$ 8476.00	\$ 0.00	\$ 8476.00	03/14/10	

1 DETERMINATION BY CLAIMS ADJUDICATOR ON CLAIM FOR BENEFITS

- 1 \_\_\_\_\_ You are eligible for benefits from the above effective date.
- 1  You have been disqualified from receiving benefits or have been found to be ineligible for benefits for the following reason(s).

1 YOU LEFT YOUR MOST RECENT BONA FIDE EMPLOYER BECAUSE YOU DID NOT LIKE YOUR WORKING HOURS AND/OR  
 1 PAY. A REVIEW OF THE RECORDS SHOWS NO UNREASONABLE CHANGE IN THE ORIGINAL CONDITIONS OF HIRE.  
 1 YOU LEFT VOLUNTARILY WITHOUT GOOD CAUSE UNDER SOUTH CAROLILNA EMPLOYMENT SECURITY LAW, SECTION  
 1 41-35-120(1). YOU ARE DISQUALIFIED FROM 03/15/09 AND UNTIL YOU RETURN TO WORK AND EARN AT LEAST  
 1 EIGHT TIMES YOUR WEEKLY BENEFIT AMOUNT.

1 \_\_\_\_\_ LAST SEPARATION FROM NON-LIABLE EMPLOYER

1 \_\_\_\_\_ UI CLAIMS ADJUDICATOR

MAILING DATE 04/06/2009

IMPORTANT: THIS DETERMINATION WILL BE THE FINAL DECISION OF THE COMMISSION UNLESS YOU FILE AN APPEAL SETTING FORTH IN DETAIL THE GROUNDS FOR APPEAL WITHIN TEN (10) CALENDAR DAYS, INCLUDING WEEKENDS AND HOLIDAYS, FROM THE MAILING DATE SHOWN ABOVE. IF THE TENTH DAY FALLS ON A SATURDAY, SUNDAY, OR HOLIDAY, THE APPEAL PERIOD IS EXTENDED TO THE NEXT BUSINESS DAY. YOUR APPEAL MAY BE FILED IN PERSON AT ANY EMPLOYMENT SECURITY OFFICE, OR BY MAIL, ADDRESSED TO THE "APPEAL TRIBUNAL" P.O. BOX 995, COLUMBIA, SOUTH CAROLINA 29202. FOR ADDITIONAL INFORMATION OR ASSISTANCE IN FILING AN APPEAL, CONTACT YOUR LOCAL EMPLOYMENT SECURITY OFFICE.

Claimant's Name Fritz A Timmons SS#  
Employer's Account  
Brown's A/S RV's & Campers, Inc  
30049 Hwy 151  
McBee, SC 29101-8733

Pay changed from hourly to flat rate on March 5<sup>th</sup>, 2009 All employees were given three weeks notice of this change All employees were shown that they would make more money under flat rate conditions There were many discussions, answering all questions related to how this would work

Fritz's pay rate was increased from \$13/hr to \$18/hr It was explained to Fritz that he only needed to bill 28 hours per week to continue making what he was currently It was also explained that he had the opportunity to work up to 55 hours per week

There is no lack of work and this has never been communicated to the employees The other employees are working six days a week

As to irresponsible conditions, Brown's addressed all of Fritz's concerns All of his conditions were not put into service Fritz approached management with a list of conditions that had to be activated for him to remain at Brown's Management reviewed the list and determined which were valid and which were not. This was communicated back to Fritz.

From the first discussion with Fritz about changing to flat rate he informed management he would not work for Brown's for flat rate pay. The other employees have had an increase in pay each week since flat rate was put into place

APR 03 2009  
BENEFIT DIVISION  
3

SOUTH CAROLINA  
EMPLOYMENT SECURITY COMMISSION

**DECISION OF APPEAL TRIBUNAL**

Hearing Date: April 21, 2009

FRITZ A. TIMMONS

)  
)  
)  
)

**CLAIMANT**

BROWNS A/S RVS & CAMPERS INC  
30049 HWY 151  
MC BEE, SC 29101

)  
)  
)  
)

**EMPLOYER**

APPELLANT: Claimant

SS NO:

**APPEARANCES**

FOR THE  
CLAIMANT: Present

FOR THE  
EMPLOYER: Two Witnesses

**FINDINGS OF FACT**

The issue in this case is whether the claimant voluntarily quit employment with good cause or was discharged for "cause".

The claimant appealed the determination mailed April 6, 2009, which held the claimant indefinitely disqualified from receiving benefits effective March 15, 2009, upon a finding the claimant voluntarily quit employment without good cause.

The claimant worked from Jun 1998, to March 4, 2009, with the subject employer, most recently as a technician. On February 12, 2009 the claimant was informed by the company that his pay would be changing from an hourly rate of \$13.00 to a flat rate of \$18.00 pr hour based upon the job performed. The employer believed that it would make for a more productive workforce and that the technicians could make more money. The claimant did not agree with the employer and was not satisfied with the terms presented to him. He then presented the employer with his concerns/terms. The employer considered some of the claimant's concerns/terms however; they could not agree to all of them. The claimant would not work under the flat rate terms and left his employment

**REASONS**

The South Carolina Employment Security Law provides in §41-35-120(1) for an indefinite disqualification of benefits if a claimant is found to have voluntarily left the most recent bona fide employment without good cause attributable to employment. The disqualification continues until the claimant returns to work and earns at least eight times the weekly benefit amount in covered employment.

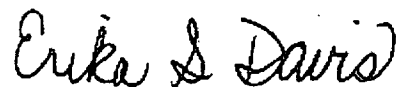
“Good Cause” for quitting within the meaning of the law refers to a substantial, material change in the terms or conditions of employment, or any circumstances that would cause a reasonable and prudent person to become totally unemployed rather than continue working.

In this case, the testimony shows that the claimant voluntarily quit and was not discharged. The claimant has the burden of proving that he voluntarily quit for good cause as defined by the above statute. That burden was not met. Although the employer had made a change in the terms of employment, it was not unreasonable to the point that would cause a reasonable or prudent person to become totally unemployed rather than continue working. Therefore, the Tribunal finds that the claimant voluntarily quit without good cause and the original determination is deemed proper.

**DECISION**

The Tribunal hereby holds the claimant disqualified from receiving benefits effective March 15, 2009, until requalification, upon a finding the claimant voluntarily quit employment without good cause. This decision affirms the determination mailed April 6, 2009.

**This will be the final decision of the Agency, unless you file an appeal to the Full Commission setting forth in detail the grounds for appeal within ten (10) calendar days, including weekends and holidays, from the mailing date of this decision. If the tenth day falls on a Saturday, Sunday or holiday, the appeal period is extended to the next business day. Your appeal may be filed in person at any Employment Security Office, or by mail, addressed to “Commission Appeals,” Post Office Box 995, Columbia, South Carolina 29202. For additional information or assistance in filing an appeal, contact your local Employment Security Office.**



Erika S. Davis  
Administrative Hearing Officer

ESD: mrt

Decision Mailed: 04/24/09

Mailed on the above Date By:



faxed 5-4-9 @ 2:25pm W3

Form App-111...Rev. 2/05  
Catalog#: 05170

Appeal No. 0906675

**SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION**  
**APPLICATION FOR LEAVE TO APPEAL TO COMMISSION**

X  
5-4-9  
W3

Claimant's Name Fritz A. Timmons

SSN \_\_\_\_\_  
Date or Initial Claim 03/20/09

Address \_\_\_\_\_

Employer's Name Browns A/S RV's & Campers Inc

Address 30049 Hwy 151 Mcbee, SC 29101

Party Appealing Claimant

On 04/25/09, I received Appeal Tribunal Decision Number 2009-A-6453

mailed to me on 04/24/09 and ask for review of the record on the following grounds:

I disagree with the decision of the appeal tribunal because there was a substantial change in the terms or conditions of employment. The employer changed the pay system that was originally agreed upon when I was hired. The employer would dictate how much I would be paid for each job no matter how long it took to actually perform the work. With the change in the pay system, the employer would no longer be required to pay me time & a half when I worked over 40 hours per week. This is a violation of federal law because the type of work I performed & the employer are not considered exempt from paying overtime under federal law.

\* If appeal is untimely, state the reason. If appellant failed to attend Appeal Tribunal hearing state the reason and whether postponement was requested:

S. C. Employment Security Commission  
MAY 05 2009

I know that I must continue to file my claims for each week of unemployment during the pendency of this appeal, I know that I can only be paid for those weeks that I have timely claimed. If I have received benefits and am ruled disqualified or ineligible, I know that I will be required to repay the benefits I have received for that time period.

\*\*As a Board of Review, the Commission is confined solely to the record submitted by the Appeal Tribunal and does not accept additional evidence or testimony in its consideration of the appeal.

Appellant Claimant

Signed by [Signature]

Title \_\_\_\_\_ Date 05/01/09

Does claimant need an interpreter?  YES  NO

What language/dialect? [Markings]

Claimant is  Deaf  Mute

MAY 04 2009

(For Workforce Center Use Only)

Filed at Hartsville WFC / 1600  
(Workforce Center Name and Number)

Date 05/01/09

Received by [Signature]  
(Workforce Center Representative)

**SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION**  
**Columbia, South Carolina**

IN THE MATTER OF THE CLAIM OF:

Fritz Timmons )  
)  
)  
Claimant SSN: )  
)  
Browns A/S Rvs & Campers, Inc. )  
30049 Hwy 151 )  
McBee, SC 29101 )  
Liable Employer )  
\_\_\_\_\_ )

**BEFORE THE**  
**COMMISSION**

Appellant: Claimant

The claimant appealed to the Commission from Appeal Tribunal Decision Number 2009-A-6453 holding the claimant indefinitely disqualified from benefits effective March 15, 2009, upon a finding the claimant voluntarily quit without good cause connected with the work. This decision affirmed the claims adjudicator's determination.

The Commission notified the parties of its hearing to consider this appeal.

**DECISION**

The Appeal Tribunal decision is affirmed. The claimant is indefinitely disqualified from benefits effective March 15, 2009, for having voluntarily quit without good cause connected with the work.

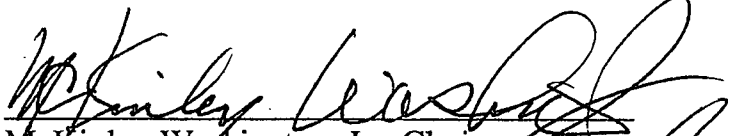
The claimant worked for the employer from June 1998, through March 4, 2009, most recently as a technician. The claimant testified that he and his employer could not agree to a change in the terms of his employment. The claimant stated that his employer proposed a change in the pay scale from \$13 per hour to \$18 per hour depending upon the length of the job. The claimant submitted a list of conditions to the employer. The employer did not accept the majority of them. The claimant quit instead of accepting the new pay scale.

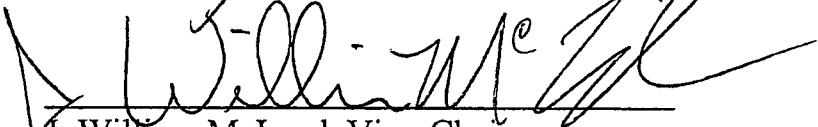
The employer's general manager testified that the new pay scale was more of an incentive than a pay decrease. He asserted that his employees were actually earning more under the new scale. He provided his employees three weeks notice of the change but would not agree to all of the claimant's terms.

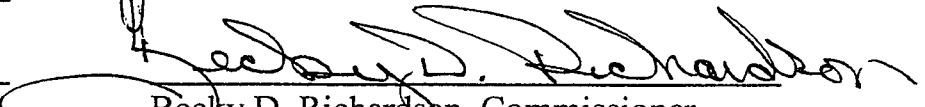
Section 41-35-120 (1) provides for an indefinite disqualification from benefits if a claimant is found to have voluntarily quit without good cause attributable to the work. The disqualification continues until the claimant returns to work and earns eight times his/her weekly benefit amount.

We find that the claimant quit because he did not want to accept a change to a flat rate of pay. However, the general manager testified that the claimant would not have made less money and had the opportunity to earn more. Further, the change was not so substantial as to justify the claimant's quitting his employment. Therefore, the Appeal Tribunal decision is affirmed. The claimant is indefinitely disqualified from benefits effective March 15, 2009, for having voluntarily quit without good cause connected with the work.

SOUTH CAROLINA EMPLOYMENT  
SECURITY COMMISSION

  
\_\_\_\_\_  
McKinley Washington, Jr., Chairman

  
\_\_\_\_\_  
J. William McLeod, Vice-Chairman

  
\_\_\_\_\_  
Becky D. Richardson, Commissioner

Hearing Date: 7-1-09

Date Mailed: 7-2-09

Mailed By: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF Fritz Timmons

WCV  
7/28

09-CP-16-0540

IN THE COURT OF COMMON PLEAS

Plaintiff

CASE NO.

Defendant.

v.  
Browns A/S Rvs & Campers Ind.  
30049 Hwy 151  
McBee SC 29101

MOTION INFORMATION FORM  
AND COVER SHEET

2009 JUDGE'S SECTION  
CLERK'S SECTION  
MOTION INFORMATION FORM  
AND COVER SHEET  
JULY 2, 2009  
CLERK'S SECTION  
MOTION INFORMATION FORM  
AND COVER SHEET

Plaintiff's Attorney: _____, Bar No. Address:  phone: _____ fax: _____ e-mail: _____ other: _____	Defendant's Attorney: _____, Bar No. Address:  phone: _____ fax: _____ e-mail: _____ other: _____
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)	
<b>SECTION I: Hearing Information</b>	
Nature of Motion: _____ Estimated Time Needed: _____ Court Reporter Needed: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
<b>SECTION II: Motion Type</b>	
<input type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion -- I hereby move for relief or action by the court as set forth in the attached proposed order.	
_____ Signature of Attorney for <input type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	
_____ Date submitted	
<b>SECTION III: Motion Fee</b>	
<input type="checkbox"/> PAID - AMOUNT: <input checked="" type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCF) <input checked="" type="checkbox"/> Proposed order submitted at request of the court, or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
<b>JUDGE'S SECTION</b>	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	_____ JUDGE  CODE: _____ Date: _____
<b>CLERK'S VERIFICATION</b>	
Collected by: _____ Date Filed: _____	
<input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	

July 2, 2009

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION  
Columbia, South Carolina

---

LETTER OF TRANSMITTAL OF COMMISSION DECISION

---

Attached is a copy of the Commission Decision in your case. If you have questions about the effect of the decision, you may consult and agency representative at the local Employment Security Commission Office or at the Benefits Division at the Central Office in Columbia, S.C.

If you wish to obtain judicial review of the decision, you must comply with the requirements of S.C. Code Ann. §41-35-750 and Rule 74, South Carolina Rules of Civil Procedure.

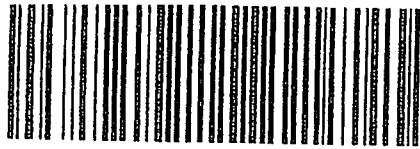
The law requires that a *Petition for Judicial Review* must be filed and served within thirty (30) days after the agency's final decision (see the mailing date above).

The *Petition* must be filed in the Court of Common Pleas of the county in South Carolina where the claimant resides or last worked. The Commission and any other party in the case must be named as defendants in the action and must be served with a clocked-in copy of the *Petition for Judicial Review* at the following address:

**Legal Department  
South Carolina Employment Security Commission  
Post Office Box 995  
Columbia, SC 29202**

The Clerk of Court may require a filing fee. For assistance or guidance in filing an appeal to circuit court, you should consult an attorney licensed to practice in South Carolina.

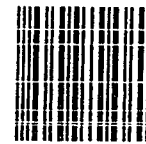
Fritz Timmons



7007 3020 0001 2331 0236



1000



29202

U.S. POSTAGE  
PAID  
HARTSVILLE, SC  
29550  
JUL 25, '09  
AMOUNT

\$5.54  
00061813-04

Legal Department

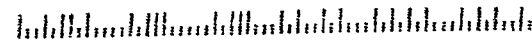
South Carolina Employment Security Commission

Post Office Box 995

Columbia, SC 29202

Return Receipt Requested

29202+0995



POSTNET

STATE OF SOUTH CAROLINA )

COUNTY OF DARLINGTON )

IN THE COURT OF COMMON PLEAS  
CASE NO. 2009-CP-16-0540

Fritz Timmons,  
Petitioner, )

vs. )

Browns A/S RV and Campers, Inc.,  
Respondent )

MOTION TO DISMISS  
Rule 12 (b)(1) and 12(b)(6)

\_\_\_\_\_  
TO: FRITZ TIMMONS, PRO SE

NOTICE IS HEREBY GIVEN that the Respondent, South Carolina Employment Security Commission, through its undersigned attorney, moves the Court to dismiss the Petitioner's appeal of a final administrative decision of the Commission for lack of jurisdiction and failure to state facts sufficient to constitute a cause of action pursuant to Rule 12(b), South Carolina Rules of Civil Procedure, on the following grounds:

1. On July 2, 2009, the Commission issued final agency Decision No. 09-C-1233 disqualifying the Petitioner from receiving benefits indefinitely effective March 15, 2009, for having voluntarily quit without good cause connected with the work. A Letter of Transmittal of Commission Decision accompanied the mailing of that decision to the parties. (See Exhibit A)
2. The Petitioner filed a copy of the Letter of Transmittal with the Court, along with a Motion Information Form and Cover Sheet, on July 24, 2009.
3. The Petitioner subsequently served the Commission with a copy of his filing.

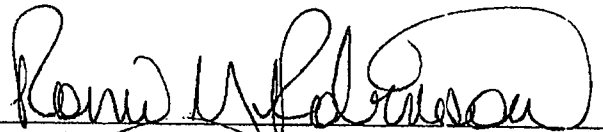
4. There was no Petition stating the grounds for Judicial Review included in the Petitioner's filing. In addition, the Petitioner failed to name the Employment Security Commission as a party to the proceedings in this matter.

5. S.C. Code Ann. § 41-35-740 et seq. sets forth the provisions for judicial review. Pursuant to these sections, to obtain judicial review of a Commission decision an action must be commenced *against* the Commission by filing a petition in circuit court. It is also required that the Petition state the grounds upon which a review is sought.

6. Since the filing did not include a Petition stating the grounds upon which review is sought and did not name the Commission as a party to the proceeding, the Commission is informed and believes that Petitioner has not complied with the statutory requirements for the Court to obtain jurisdiction to review the Commission's decision and that the petition should be dismissed.

WHEREFORE, the Respondent Commission prays that the appeal be dismissed with prejudice.

Respectfully Submitted,



Romi Y. Robinson, Attorney for SCESC  
Post Office Box 995  
Columbia, SC 29202  
(803) 737-2666  
ryrobinson@sces.org

Columbia, SC  
August 25, 2009

*[Handwritten initials]*

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

JUDGMENT IN A CIVIL CASE  
CASE NO: 2009CP1600540

**Fritz Timmons vs. Browns A/S RV And Campers Inc**

**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), SCRPC;
  - SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**
  - Rule 40(j) SCRPC;
  - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
  - Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
  - Affirmed;  Reversed;  Remanded;
  - Other: \_\_\_\_\_

2013 OCT -8 PM 4:09  
 FILED  
 SCOTT B. BUGGS  
 CLERK OF COURT, R.O.D.  
 DARLINGTON COUNTY, S.C.

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;  Statement of Judgment by the Court:

*Appeal from decision of SCSA denied. Court affirms Agency finding of Voluntary quit per 41-35-120 (i). Also, Dated at Darlington, South Carolina, this failure to properly file appeal.*

Court Reporter: **Bonnie H. Kelly**

*[Signature]*  
 PRESIDING JUDGE - J. Michael Baxley 2013

This judgment was entered on the 7th day of October, 2013, and a copy mailed first class this , to attorneys of record or to parties (when appearing pro se) as follows:

**Fritz Timmons Pro se**

**Browns A/S RV And Campers Inc Pro Se 30049  
Hwy 151 Mcbee, SC 29101-0000  
Romi Yolanda Robinson PO Box 995 Columbia,**

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION  
REQUEST FOR INFORMATION  
UNEMPLOYMENT INSURANCE BENEFITS

CLAIMANT'S NAME **FRITZ A TIMMONS**

SS #

NAME WORKED UNDER

DATE MAILED **2008-03-23**

EMPLOYER'S ACCOUNT #

RETURN WITHIN **SCESC**

EMPLOYER'S NAME **BROWNS A/S RVS & CAMPERS INC**  
& ADDRESS

7 DAYS OF THE **1318 S 4th Street**  
ABOVE DATE TO **P O DRAWER 1170**  
**HARTSVILLE, SC 29551**

**30049 HWY 151**  
**MC BEE, SC 29101-8733**

FAX NUMBER **843-332-8043**

This person has filed a claim for Unemployment Insurance Benefits and named you as a previous employer. Please explain the reason this person no longer works for you so that a determination can be made on eligibility for benefits. If you reply by letter, fax, or email you must include all information requested as well as the claimant's name and social security number. For instructions about responding by email, please go to our agency website at [www.sces.org](http://www.sces.org). YOU WILL RECEIVE A DETERMINATION ON THIS CLAIM ONLY IF IT IS FOUND THAT YOU ARE THE BONA FIDE AND/OR LIABLE EMPLOYER.

CLAIMANT'S Reason for Separation **LACK OF WORK**

CHANGE OF WAGE FROM HOURLY TO FLATE RATE UNDER UNREASONABLE CONDITIONS

A telephone interview has already been scheduled for the claimant on 03/31/2009 at 11 15 AM  
Please respond by mail, fax, email, telephone, or personal visit to the local ESC office above

SEPARATION INFORMATION

LACK OF WORK (No additional written explanation is necessary)

DISCHARGED (Give specific reason)

State company policy that claimant violated, if applicable, and describe the final incident leading to the separation

List any warnings, note if verbal or written and give date

RECEIVED

MAR 27 2009

HARTSVILLE WFC

If discharged for absenteeism, list dates of absences

VOLUNTARILY QUIT (Give specific reason) *see attached sheet*

OTHER (Explain in detail)

Dates of Employment FROM 1/1/02 TO 3/4/09  
During all terms of employment have you paid this claimant as much as \$ 2608 00  YES  NO

If NO how much have you paid this claimant in all terms of employment? \$ \_\_\_\_\_

Are you paying, or WILL YOU PAY, this claimant a pension or retirement pay?  YES  NO

If YES, what amount? \$ \_\_\_\_\_ PER \_\_\_\_\_

Did claimant contribute to pension plan?  YES  NO If YES, what percent? \_\_\_\_\_ %

EMPLOYER NAME Brown's RV & Campers ACCOUNT NUMBER                     

EMPLOYER SIGNATURE \*\* [Signature] TITLE General Mgr

TELEPHONE NUMBER 843-335 8829 DATE 3/26/09

\*\*FORM MUST BE SIGNED IN ORDER FOR INFORMATION TO BE CONSIDERED

1241 mcf 4/3/09

UCB-102VL  
8/99  
08123

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION  
UNEMPLOYMENT INSURANCE DIVISION  
VOLUNTARY LEAVING  
FACT FINDING

Effective Date of Issue  
3/15/2009  
Type of Claim  
New X Add \_\_\_\_\_  
Trans \_\_\_\_\_ Rein \_\_\_\_\_  
Cont \_\_\_\_\_  
BYE 3/14/2010

L.O No 1600

265288

CLAIMANT'S  
NAME FRITZ TIMMONS

SOCIAL SECURITY  
NUMBER

1 Most recent BONA FIDE employer (Name of Company) BROWNS A/S RVS & CAMPERS INC.

Address of Company 30049 HWY 151 MCBEE, SC 29101

Telephone No of Company 843-335-8829

Name of individual at Company to contact for more information BARRY BROWN

2 Dates of employment with this company beginning 1/1/02 ending 3/4/09

Hours worked from 8AM to 5PM or which shift \_\_\_\_\_ for 5 days per week

Ending salary \$ 13 per HOUR Occupation TECHNICIAN

3. CLAIMANT'S STATEMENT.

a I quit my job because (Include reason for leaving work on that particular day ) BROWNS CHANGED MY PAY FROM AN HOURLY RATE (13 00/HR) TO FLAT RATE (18/HR FOR HOWEVER LONG IT TOOK TO DO A JOB) MY PAY WAS CHANGED ON 3/4/09 ON 2/12/09 WE WERE TOLD THAT WE WOULD BE GOING TO FLAT RATE ON 3/4/09 I TOLD BARRY BROWN (GENERAL MANAGER) & TERRI BROWN (ACCOUNT MANAGER) THAT I WOULD WORK UNDER FLAT RATE IF THEY WOULD GET US THE PROPER TOOLS THAT WE NEEDED TO DO THE WORK AND A FEW AMENDMENTS THAT I WANTED IN WRITING THEY REFUSED TO DO THAT ON 2/16/09 I GAVE TERRI & BARRY AN AMENDMENT WHICH REQUESTED THAT WE WOULD GET PAID FOR DIAGNOSTIC TIME (FINDING OUT WHAT WAS WRONG WITH THE EQUIPMENT), FOR THE TIME THE WE HAD TO WAIT TO GET A CORRECT PART, AND THE TIME THAT IT WOULD TAKE FOR MANAGEMENT TO DECIDE IF WE WOULD FIX THE EQUIPMENT OR GO TO SOMETHING ELSE I HAD BEEN ON FLAT RATE BEFORE & TERRI WOULD CHANGE THE HOURS THAT I WORKED TO HOW LONG SHE ACTUALLY THOUGHT THE JOB SHOULD HAVE TAKEN I EITHER HAD TO WORK FLAT RATE OR BE TERMINATED I RESIGNED ON 3/4/09

b If you left because of working conditions, describe the situation in detail I WAS FIRST HIRED TO WORK HOURLY WHILE I HAVE BEEN EMPLOYED, MY PAY HAD CHANGED BACK & FORTH FROM HOURLY TO FLAT RATE, BUT SINCE 2002 I HAVE BEEN AN HOURLY EMPLOYEE

c Were you granted a bona fide leave of absence by your employer? Yes,  No  NA   
If "Yes," describe briefly giving beginning and ending dates  
Date you reported to employer to return to work

d What did you do to resolve the problem before leaving? For example, did you ask for a transfer or leave of absence, file a grievance or talk to your supervisor? I TOLD BARRY & TERRI THAT I WOULD AGREE TO WORK UNDER FLAT RATE IF WE WOULD GET PAID FOR DIAGNOSTIC TIME, TIME WE HAD TO WAIT TO GET A PART, AND THE TIME THAT IT TOOK MANAGEMENT TO MAKE A DECISION ON A JOB

4 CLAIMANT'S CERTIFICATION: I certify that the information stated herein is true and I understand that the Law prescribes penalties for false statements for the purpose of securing benefits to which I am not entitled

CLAIMANT'S SIGNATURE *per Lalephan*

DATE 3/31/2009

5. INTERVIEWR'S STATEMENT Employer Reply received? Yes,  No  (If "Yes," all the employer's

NAME FRITZ TIMMONS

SOCIAL SECURITY # \_\_\_\_\_

6 EMPLOYER'S STATEMENT (ALSO USE FOR REBUTTAL OF CLAIMANT'S STATEMENT)

MANY SERVICE DEPARTMENTS WORK ON FLAT RATE US GOING TO FLAT RATE WAS ACTUALLY A PAY INCREASE WHAT THE EMPLOYEES SIGNED WAS JUST A SUMMARY ABOUT FLAT RATE, AND NO ONE TOLD ANYONE THAT THEY WOULD NOT QUALIFY FOR UNEMPLOYMENT IF THEY DID NOT SIGN THE SUMMARY EMPLOYEES ARE REQUIRED TO HAVE THEIR OWN TOOLS WE SAID OKAY TO SOME OF FRITZ'S TERMS, BUT FRITZ INSISTED THAT WE AGREED TO ALL THE TERMS THAT HE WROTE THE OTHER EMPLOYEES ARE QUITE PLEASE WITH THE FLAT RATE & ARE MAKING MORE MONEY

BARRY BROWN/GM (TELEPHONE)

4/1/2009

TITLE OF INDIVIDUAL CONTACTED

DATE

7 REBUTTAL OF EMPLOYER REPLY

THE EMPLOYER REPLY WAS READ TO ME AND I ONLY HAVE THIS COMMENT THE OTHER EMPLOYEES ONLY SIGNED UP FOR FLAT RATE BECAUSE THEY DID NOT THINK ABOUT IT TERRI & BARRY JUST GAVE THEM A PAPER TO SIGN AND THE EMPLOYEES SIGNED IT WITHOUT UNDERSTANDING IT THEY WERE ALSO TOLD THAT IF THEY RESIGNED, THEY WOULD NOT BE ABLE TO RECEIVE UNEMPLOYMENT BENEFITS EVERYONE WAS PUT UNDER THE IMPRESSION THAT THEY HAD TO SIGN IT OR LOSE THEIR JOB TERRI & BARRY TURNED DOWN EVERYTHING THAT I OFFERED TO THEM

*The employer statimnt has been read to me and I disagree  
Barry's statement is false*

*telephone*

3/31/2009

CLAIMANT'S SIGNATURE

DATE

3a CLAIMANT'S STATEMENT CONTINUED (USE ONLY IF ADDITIONAL SPACE IS NEEDED FOR FACT-FINDING STATEMENTS)

allegations not addressed in the claimant's statement must be addressed in Section 7 If "No," or information was not adequate, was employer contacted to obtain adequate information?

Yes  No  If "No," give a date of attempt(s) to contact and explain 3/31/09 @ 11 54AM

INTERVIEWER'S SIGNATURE

DATE OF REPORT 3/31/2009

BENEFIT DEPARTMENT

CLAIMANT'S SIGNATURE

APR 03 2009  
BENEFIT DIVISION

**SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION  
P.O Box 995, Columbia, SC 29202**

**NOTICE OF HEARING BEFORE APPEAL TRIBUNAL (IN-PERSON)**

**CLAIMANT'S NAME: FRITZ A. TIMMONS  
ADDRESS:**

**SOCIAL SECURITY NO:**

**EMPLOYER'S NAME: BROWNS A/S RVS & CAMPERS INC  
ADDRESS: 30049 HWY 151  
MCBEE, SC 29101**

**HEARING DATE AND TIME: 04/21/09 AT 9:00 AM EST BEFORE: Erika S. Davis**

**HEARING LOCATION: SCESC - 1319 South Fourth St. Hartsville, SC 29550**

**IMPORTANT:** If you have appealed and fail to appear within ten (10) minutes after the scheduled time for the hearing to begin, your appeal may be dismissed. Failure of either party to participate may result in your interest being abandoned.

***REPORT TO THE RECEPTIONIST PROMPTLY***

THE HEARING WILL NOT BE POSTPONED EXCEPT FOR AN EMERGENCY. Contact a representative of the Commission at (803) 737-2520, AT ONCE, if you cannot be present at the time scheduled and wish to request a postponement of the hearing. Also, if you require any special needs, such as an interpreter, please contact us prior to the hearing.

**ISSUES**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Voluntary Quit (for good cause)     | <input type="checkbox"/> Voluntary Retirement | <input type="checkbox"/> Timeliness of Appeal |
| <input checked="" type="checkbox"/> Discharge (for disqualifying cause) | <input type="checkbox"/> Absence from Hearing | <input type="checkbox"/> Fraud & Overpayment  |
| <input type="checkbox"/> Availability                                   | <input type="checkbox"/> Overpayment          | <input type="checkbox"/> Job Offer & Referral |
| <input type="checkbox"/> Eligibility                                    | <input type="checkbox"/> Other                |   |

**EVIDENCE:** This hearing is your only chance to testify and present evidence. Sworn testimony is required from witnesses with first-hand knowledge. Only documents, such as business records (for example: timesheets, employer's policies or handbook, warnings) can be considered and must be submitted with an original and two copies. The original will be returned. No testimony or evidence will be considered from witnesses who are not present.

**SUBPOENAS:** If a witness is reluctant to appear, you may apply for a subpoena through the Commission's local office or the Appeal Tribunal at (803) 737-2520.

**LEGAL REPRESENTATION:** An attorney licensed to practice in South Carolina may represent you. It is your responsibility to obtain representation prior to the hearing. Fees charged to represent claimants are limited by the Commission.

**BENEFITS:** A CLAIMANT SHOULD CONTINUE TO FILE FOR BENEFITS DURING THE APPEAL PROCESS. Weeks not claimed cannot be paid, even if the claimant is held eligible.

**THIS NOTICE SUPERSEDES ANY PREVIOUS HEARING NOTICE YOU MAY HAVE RECEIVED. IF THE DATE ON THIS NOTICE IS LATER THAN THE DATE ON ANY OTHER NOTICE, YOU SHOULD ASSUME THAT THE PREVIOUS HEARING HAS BEEN POSTPONED AND FOLLOW THE INSTRUCTIONS ON THIS NOTICE.**

**MAILING DATE: 04/14/09**

**GENERAL INFORMATION ON THE S.C. EMPLOYMENT SECURITY LAW IS ON THE BACK OF THIS NOTICE**

Cc:  -Claimant  -Sep Emp  -File  -Liable Emp  -Local Office  -Claimant's Atty  -Emp's Atty  -UI Tech  - Imaging

**- I N F O R M A T I O N -**  
**On Claims Against the State of South Carolina**

The South Carolina Employment Security Law provides, among other things, that an unemployed insured worker shall be eligible to receive benefits with respect to any week only if he has made a claim, registered for work and continued to report in accordance with regulations, and he is able to work and is available for work.

The South Carolina Supreme Court has held that the burden is on the claimant filing for benefits to show that he has met the benefit eligibility conditions including that he is available for work, and that he has made a reasonable effort to obtain employment.

The South Carolina Employment Security Law provides that an insured worker shall be disqualified for an indefinite period if the Commission finds that he voluntarily left his most recent employment without good cause. The South Carolina Supreme Court has interpreted the words "good cause" to mean a cause attributable to or connected with the claimant's employment. Personal reasons, therefore, do not constitute good cause for quitting.

The South Carolina Employment Security Law provides that an insured worker shall be disqualified from benefits from five to twenty-six weeks when discharged for cause connected with his work with a corresponding mandatory reduction of his maximum total benefits.

The South Carolina Employment Security Law provides that an insured worker who has failed without good cause, (1) either to apply for available suitable work, when so directed by the Employment service or the Commission, (2) or to accept available suitable work when offered him by the Employment Service or the employer or return to his customary self-employment (if any) when directed by the Commission, shall be denied benefits for an indefinite period and until he furnished satisfactory evidence of having been re-employed and having earned eight times his weekly benefit amount.

The South Carolina Employment Security Law provides that an insured worker shall be disqualified if the Commission finds that he voluntarily retired from his most recent employment. The period of disqualification shall begin on the effective date of his retirement and shall continue until he submits satisfactory evidence of having been re-employed and of having earned wages of not less than eight times his weekly benefit amount.

**BE SURE TO KEEP IN TOUCH WITH YOUR LOCAL EMPLOYMENT OFFICE AT ALL TIMES.**

**SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION**

**Columbia, South Carolina**

**Transcript of Testimony**

**Before**

**Erika Davis, Administrative Hearing Officer**

**Fritz Timmons** ) **CLAIMANT**  
)  
)  
**Claimant SSN:** )

**Brown's A/S RVS & Campers, Inc** ) **LIABLE EMPLOYER**  
**30049 Highway 151** )  
**McBee, SC 29101** )

**PLACE OF HEARING:** SC Employment Security Commission  
1317 S. Fourth Street  
Hartsville, SC

**DATE OF HEARING:** **April 21, 2009**

**APPEARANCES:**

For Claimant: In Person

For Employer: Two Witnesses

**TESTIFYING WITNESSES**

**CLAIMANT:**

**Fritz Timmons**

**EMPLOYER WITNESSES:**

**Barry Brown, General Manager  
Chris Jordan, Service Advisor**

1 Before: Erika Davis, Administrative Hearing Officer

2 **HEARING OFFICER'S PREAMBLE.**

3 **ALL WITNESSES SWORN.**

4 HEARING OFFICER: Mr. Jordan, I'm going to ask you to speak up a little.  
5 Both parties will be notified of a decision in approximately seven to ten days. That  
6 decision is mailed to the address of record. Mr. Timmons, I'm showing your  
7 address as . Is that correct?

8 CLAIMANT: Yes.

9 HEARING OFFICER: Mr. Brown, we have established that you will be the  
10 primary spokesperson. Is that correct?

11 EMPLOYER WITNESS -1: Yes.

12 HEARING OFFICER: And I'm showing the address of record for Brown's RV  
13 & Campers, 30049, Highway 151, McBee, South Carolina 29101. Is that correct?

14 EMPLOYER WITNESS -1: Yes, it is.

15 HEARING OFFICER: Thank you. Since the initial determination was ruled a  
16 voluntary quit, I will begin testimony with the claimant. Mr. Timmons, if you  
17 would, would you please state your name for the record, spelling your first and last  
18 name?

19 EMPLOYER WITNESS -1: Fritz Timmons, F-R-I-T-Z, T-I-M-M-O-N-S.

20 HEARING OFFICER: Thank you, Mr. Timmons. I have in my hand the  
21 determination that was mailed on April 6, 2009 that disqualified you from  
22 receiving unemployment benefits, effective March 15<sup>th</sup> of 2009, based upon a  
23 finding that you voluntarily quit without good cause. Would you please look at

1 this document for me? Is that the determination that you have appealed in this  
2 case, Mr. Timmons?

3 CLAIMANT: Yes, I have.

4 HEARING OFFICER: Is that the only determination that you have appealed?

5 CLAIMANT: Yes, ma'am.

6 HEARING OFFICER: Do you have any objection to me entering that document  
7 into the record to show the purpose of the appeal today?

8 CLAIMANT: No, I don't.

9 HEARING OFFICER: Mr. Brown, if you would please look at this document  
10 and let me know if you have any objection to us entering the document into the  
11 record.

12 EMPLOYER WITNESS: No, I don't.

13 HEARING OFFICER: And without objection I will enter it as Agency Exhibit  
14 One. It's a one page claims adjudicator's determination holding the claimant  
15 indefinitely disqualified, effective March 15, 2009. Mr. Timmons, I show that you  
16 worked for Brown's RV as a technician. Is that correct?

17 CLAIMANT: Yes.

18 HEARING OFFICER: And you were employed with the company from January  
19 the 1<sup>st</sup> of 2002 to March the 4<sup>th</sup> of 2009. Is that correct?

20 CLAIMANT: That was June or July of, I believe, '98.

21 HEARING OFFICER: '98 was your beginning date?

22 CLAIMANT: '98 or '99.

1 HEARING OFFICER: And March the 4<sup>th</sup>, was your last day? Is that correct?

2 CLAIMANT: Yes.

3 HEARING OFFICER: On March 4, 2009, did you voluntarily quit your job or  
4 were you discharged?

5 CLAIMANT: I was discharged.

6 HEARING OFFICER: Who discharged you?

7 CLAIMANT: I was no longer paid my salary.

8 HEARING OFFICER: Okay. Did someone tell you that you were discharged?

9 CLAIMANT: They said [UNCLEAR] when they changed the  
10 flat rate, hourly pay would no longer be paid.

11 HEARING OFFICER: Okay. But did they tell you that you were being  
12 discharged or that they were just changing your pay?

13 CLAIMANT: They said they was changing the flat rate from  
14 hourly over to flat rate and which I would not accept their flat rate under the  
15 conditions, and they refused to accept my terms in order for me to continue to  
16 work there under the flat rate.

17 HEARING OFFICER: Again, my question, Mr. Timmons, did you...were you  
18 told that you were being discharged or did you leave because of the change in the  
19 conditions?

20 CLAIMANT: Well, I was no longer being paid.

21 HEARING OFFICER: But you're not answering my question. Did you leave  
22 because they changed the pay or did...were you told that because you would not  
23 accept the conditions, that you were being discharged from your job?

1 CLAIMANT: No one came out right, rightly and told me I was  
2 fired.

3 HEARING OFFICER: So nobody told you that you were being discharged,  
4 correct?

5 CLAIMANT: I was told I would no longer be paid hourly.

6 HEARING OFFICER: Okay. When you were told that you were no longer  
7 going to be paid hourly, you said that you had given some...

8 CLAIMANT: I would not work there under their conditions for  
9 flat rate and they would not accept my terms for me to continue working under flat  
10 rate.

11 HEARING OFFICER: All right. So you left, correct?

12 CLAIMANT: Correct.

13 HEARING OFFICER: Okay.

14 CLAIMANT: [UNCLEAR] before that, when they informed all  
15 the technicians that they was changing over to flat rate, Terry Brown, which is  
16 Barry's wife, and the account manager had told me to get my stuff and get out right  
17 then, which is three weeks before they changed to flat rate.

18 HEARING OFFICER: But you continued to work after that?

19 CLAIMANT: Right, for three weeks, until they changed to flat  
20 rate.

21 HEARING OFFICER: When were you informed that they were going to change  
22 the pay from an hourly rate to a flat rate?

23 CLAIMANT: February 12<sup>th</sup>.

1 HEARING OFFICER: How much were you making an hour, Mr. Timmons?

2 CLAIMANT: Thirteen dollars an hour.

3 HEARING OFFICER: And could you tell me what the flat rate was?

4 CLAIMANT: The flat rate was eighteen dollars per job.

5 HEARING OFFICER: No matter how long it took you to do that job?

6 CLAIMANT: Right.

7 HEARING OFFICER: And what kind of job, as a technician, what kind of work  
8 did you do?

9 CLAIMANT: Any and all repairs to RV's and campers.

10 HEARING OFFICER: To the motors, to the...or just to the campers themselves.

11 CLAIMANT: Just a little bit to the motors. And I have a copy of  
12 somewhat of a flat rate.

13 HEARING OFFICER: This was what was presented to you by Mr. Brown?

14 CLAIMANT: No, that's what I've had from previous, in which  
15 they do not give diagnostic time or cleanup time or nothing like that.

16 HEARING OFFICER: Okay. When you say you had this from previous,  
17 previously to working with Brown's RV's, on a different company?

18 CLAIMANT: No.

19 HEARING OFFICER: Oh, this was with Brown's RV?

1 CLAIMANT: With Brown's.

2 HEARING OFFICER: Was this what the flat rate was going to?

3 CLAIMANT: Yes, ma'am. That's just a partial list.

4 HEARING OFFICER: And this was presented to you as...

5 CLAIMANT: As what...

6 HEARING OFFICER: ...when the changes were taking place?

7 CLAIMANT: No, I had that prior to.

8 HEARING OFFICER: Okay. Did you ask Mr. Brown if this is what they were  
9 going back to?

10 CLAIMANT: No. That's a Keystone flat rate, which Brown's  
11 uses.

12 HEARING OFFICER: All right. But did...was this...I'm confused, Mr.  
13 Timmons. Was this given to you when, when you were told of the change?

14 CLAIMANT: No, I had that prior to then.

15 HEARING OFFICER: Okay. And how were you aware that this is what it was  
16 going back to?

17 CLAIMANT: Because that's the flat rate that they use when they  
18 do the customer pay and warranty and stuff like that. That's how they charge the  
19 company and the customers and stuff.

20 HEARING OFFICER: So this is how they charge a customer.

21 CLAIMANT: Somewhat.

1 HEARING OFFICER: Did you ask Mr. Brown if this is what they were going  
2 back to?

3 CLAIMANT: No. That's what they used.

4 HEARING OFFICER: All right.

5 CLAIMANT: Along with they also used flat rate from  
6 [UNCLEAR].

7 HEARING OFFICER: All right. I guess my question, Mr. Timmons, is how do  
8 you know that they were going back to this if you did not ask Mr. Brown if this is  
9 what you were going to be paid?

10 CLAIMANT: From working there previously under flat rate.

11 HEARING OFFICER: So you never asked Mr. Brown if this is what they were  
12 going back to? You just were under the assumption that this was what they were  
13 going to. Is that correct?

14 CLAIMANT: Well, that's what they currently use.

15 HEARING OFFICER: This is what they were using to charge customers,  
16 correct?

17 CLAIMANT: They don't stick to that flat rate when charging  
18 customers or on a warrantee and stuff like that.

19 HEARING OFFICER: When you were told of the change, going from hourly to  
20 flat rate, on February 12<sup>th</sup>, you said you were going to be paid 18 dollars per job,  
21 no matter what the time frame, correct?

22 CLAIMANT: Per hour.

23 HEARING OFFICER: Oh, 18 dollars per hour?

1 CLAIMANT: According to the job, which that was their...just a  
2 reference to how much time they give per work job.

3 HEARING OFFICER: All right.

4 CLAIMANT: So, in other words, a job says it takes one hour to  
5 do, if you do it in a half hour, you still get paid for one hour.

6 HEARING OFFICER: So if it takes you 30 minutes, you're still going to get 18  
7 dollars.

8 CLAIMANT: If it takes you ten hours to do that one hour job,  
9 you only get paid for one hour.

10 HEARING OFFICER: So it depends on how long it takes you, yourself, to  
11 complete that job, correct?

12 CLAIMANT: Right.

13 HEARING OFFICER: Mr. Brown, do you have any objection to us entering that  
14 document into the record?

15 EMPLOYER WITNESS -1: Under the current information that he's presented,  
16 yes, I do. This, first of all, is probably at least ten years old, this information, or  
17 thereabout. I couldn't tell you the exact date [UNCLEAR], but somewhere in that  
18 time frame. This is not what we charge customers. Keystone [UNCLEAR]  
19 established their own flat rate for jobs, repairs being done. We only use those flat  
20 rates when there's more than one job. But we, we also use, primarily, the RVIA,  
21 which is Recreational Vehicle Industry Association's flat rate manual, and that's  
22 generally what we normally use. That's established by the industry.

23 HEARING OFFICER: So this, you don't use this at all?

24 EMPLOYER WITNESS -1: No, we [UNCLEAR] document [UNCLEAR].

1 CLAIMANT: That's a reference.

2 HEARING OFFICER: Okay.

3 EMPLOYER WITNESS -1: We...

4 HEARING OFFICER: So this is just a reference document?

5 EMPLOYER WITNESS -1: Yeah. Everything is in computers in Keystone's  
6 database now. [UNCLEAR] go through [UNCLEAR] claims, it's all there, and  
7 what they want to pay, and that is what they'll pay for those jobs. [UNCLEAR]  
8 maybe some...

9 HEARING OFFICER: I'm going to take your testimony in a moment for  
10 clarification.

11 EMPLOYER WITNESS -1: Yes.

12 HEARING OFFICER: I'm not going to make a ruling on this document at this  
13 time. I'm going to hold on to it for a minute. Let me make sure I have this correct,  
14 Mr. Timmons. No matter how long it took you to do a job, you were going to get  
15 18 dollars an hour, if it took you ten minutes or if it took you three hours, correct?

16 CLAIMANT: According to the time they give for that job.

17 HEARING OFFICER: Okay. So, if, if the time that you're given to complete a  
18 job is two hours, then you would be paid for two hours, whether it took you one  
19 hour or if it took you three hours, correct?

20 CLAIMANT: Correct.

21 HEARING OFFICER: Okay. And under your current pay status, you were paid  
22 13 dollars per hour?

23 CLAIMANT: Right, working hours.

- 1 HEARING OFFICER: Okay. And you chose not to accept the terms, correct?
- 2 CLAIMANT: Under their terms.
- 3 HEARING OFFICER: Under their terms.
- 4 CLAIMANT: Correct.
- 5 HEARING OFFICER: All right. And this was presented to you February the  
6 12<sup>th</sup>, correct?
- 7 CLAIMANT: Yes.
- 8 HEARING OFFICER: Why did you wait until March the 4<sup>th</sup>, to leave if you did  
9 not want to accept the terms?
- 10 CLAIMANT: That's when they changed to flat rate.
- 11 HEARING OFFICER: That's when they actually changed it, correct?
- 12 CLAIMANT: They actually changed it March the 4<sup>th</sup>, at  
13 lunchtime.
- 14 HEARING OFFICER: All right. Were you given a reason as to why the pay  
15 was going from an hourly rate to a flat rate?
- 16 CLAIMANT: They tried to say it would benefit the technicians,  
17 although the company is in financial distress.
- 18 HEARING OFFICER: All right. And you said that you had presented them with  
19 some terms, correct?
- 20 CLAIMANT: Correct.
- 21 HEARING OFFICER: What terms did you present to the company?

1 CLAIMANT: Here's a copy of the terms I gave them and they  
2 went though and they marked out...the red is what they indicated they would not  
3 do.

4 HEARING OFFICER: Okay. So they negotiated some of them, correct, some of  
5 your terms?

6 CLAIMANT: Only one or two. Well, it's right there. Things  
7 like specified holiday, work done before March 5<sup>th</sup> wouldn't be considered as a re-  
8 do job if it came back.

9 HEARING OFFICER: So, in the red is what was declined?

10 CLAIMANT: Barry Brown...right.

11 HEARING OFFICER: And the black, the handwritten in the black, is that also  
12 Mr. Brown, Mr. Brown's writing?

13 CLAIMANT: I don't know if that was...

14 HEARING OFFICER: Such as next to "Standard parts and shop supplies will be  
15 readily available so as not to delay the completion time."

16 CLAIMANT: I do not know. I don't know if that was him,  
17 Chris, or Terry Brown.

18 HEARING OFFICER: Okay. But that was done by the company, correct?

19 CLAIMANT: Correct.

20 HEARING OFFICER: Okay.

21 CLAIMANT: The only thing that was mine was the handwritten  
22 down here.

1 HEARING OFFICER: The handwritten at the bottom of the page is yours?

2 CLAIMANT: Correct.

3 HEARING OFFICER: But the notes by each specific item?

4 CLAIMANT: Not mine.

5 HEARING OFFICER: That came from the company?

6 CLAIMANT: Correct.

7 HEARING OFFICER: Okay. Mr. Brown, do you have any objection to us  
8 entering that document into the record? Sir?

9 EMPLOYER WITNESS -1: No, ma'am, I don't.

10 HEARING OFFICER: Okay. Then without objection, I will enter it as Claimant  
11 Exhibit One. It is a two page typewritten document with notations to the left, in  
12 the left margin, written by the employer. The bottom handwritten information is  
13 by the claimant. After the negotiation, Mr. Timmons, between yourself and Mr.  
14 Brown or the company, it appears that they agreed to some of your terms and some  
15 they did not, correct?

16 CLAIMANT: Most, they didn't.

17 HEARING OFFICER: Okay. What, what was the final decision making...let  
18 me rephrase that. What was the final thing that happened that made you decide  
19 that you could no longer be employed at Brown's RV?

20 CLAIMANT: That I would not work off the clock.

21 HEARING OFFICER: When you say, "work off the clock"...

1 CLAIMANT: That means they do not pay for diagnostic time on  
2 the flat rate. They do not consider defective or wrong parts when calculating the  
3 flat rate. They do not take in cleaning the stuff or anything like that under flat rate.

4 HEARING OFFICER: All right. Thank you. Again, I'm still holding on to your  
5 flat rate schedule here and I have not, I haven't discounted it yet. I'm still trying to  
6 make a decision. I'm going to wait for Mr. Brown to testify before I make that  
7 decision, okay? I don't have any other questions, Mr. Timmons. Do you have  
8 anything else at this time?

9 CLAIMANT: Here's the copy of what they wanted us to sign  
10 before they put us on the flat rate, which I did not sign.

11 HEARING OFFICER: Mr. Brown?

12 EMPLOYER WITNESS -1: That's fine.

13 HEARING OFFICER: Thank you. Then without objection, I will enter it as  
14 Claimant Exhibit Two. It is the terms of the flat rate change. Anything else, Mr.  
15 Timmons?

16 CLAIMANT: And also, while, while working on a job, if we  
17 would have to go and wait for a parts decision to get a part or management  
18 decision, which would be considered as waiting while engaged during work, and  
19 not waiting to be engaged in work, which is illegal according to the fact sheet  
20 number 22, which I would not accept.

21 HEARING OFFICER: All right. Thank you. Anything else?

22 CLAIMANT: And previous to that, there's also been several  
23 employees that were dismissed and stuff, laid off.

24 HEARING OFFICER: Okay. I don't want to talk about other employees. I just  
25 want to talk about what happened with you, okay?

1 CLAIMANT: Okay. Well, on February 12<sup>th</sup>, they informed the  
2 technicians that they was changing to flat rate. I gave them a list of, that list there,  
3 on February 16<sup>th</sup>. Did not receive no word of it until March the 3<sup>rd</sup>, in which I  
4 received that by Chris, and he went through it and explained that they did not  
5 accept it. And therefore, when they changed to flat rate that would mean I was no  
6 longer paid hourly pay.

7 HEARING OFFICER: All right. Thank you. Anything else that we have not  
8 discussed?

9 CLAIMANT: And also, on the second meeting with Barry  
10 Brown, he had a [UNCLEAR] on Chris here in the meeting, in which Barry Brown  
11 kept on trying to insinuate that I turned in a notice, and which I informed him, in  
12 front of Chris, that I did not turn in no notice.

13 HEARING OFFICER: Notice of what?

14 CLAIMANT: Notice of quitting. And I informed him that it  
15 would be considered as being fired.

16 HEARING OFFICER: Thank you. Anything else?

17 CLAIMANT: And the only other thing is the person that does the  
18 main decisions on their flat rate is Terry Brown, which is the account manager,  
19 Barry's wife, and which she hardly ever is on the work site and she has no on  
20 hands shop experience. So, she determines the amount that you get paid for that  
21 which is not specified on the flat rate.

22 HEARING OFFICER: Anything else?

23 CLAIMANT: I believe that's it.

24 HEARING OFFICER: All right. Thank you, Mr. Timmons. Mr. Brown, do you  
25 have any questions for Mr. Timmons?

- 1 EMPLOYER WITNESS -1: Not at this moment.
- 2 HEARING OFFICER: Okay. Then, if you would, would you please state your  
3 name for the record, spelling your first and last name?
- 4 EMPLOYER WITNESS -1: Barry Brown, B-A-R-R-Y, B-R-O-W-N.
- 5 HEARING OFFICER: Thank you, Mr. Brown. And your job title, please?
- 6 EMPLOYER WITNESS -1: General Manager.
- 7 HEARING OFFICER: Thank you. On February the 12<sup>th</sup>, Mr. Timmons stated  
8 that, that the employees were presented with a change in the pay...
- 9 EMPLOYER WITNESS -1: Yes.
- 10 HEARING OFFICER: ...from an hourly pay to a flat rate pay.
- 11 EMPLOYER WITNESS -1: Yes.
- 12 HEARING OFFICER: And I believe it was the terms...Claimant Exhibit Two  
13 were the terms that were given to the employees. Is that correct?
- 14 EMPLOYER WITNESS -1: This wasn't [UNCLEAR] sort of terms; it was  
15 more of an explanation as to how it would work.
- 16 HEARING OFFICER: And then Mr. Timmons presented you with a negotiation.  
17 Is that correct? For lack of a better word.
- 18 EMPLOYER WITNESS -1: Yes, ma'am, I guess so.
- 19 HEARING OFFICER: Okay.
- 20 EMPLOYER WITNESS -1: Yeah, we went over the information here about  
21 going to flat rate. What we wanted to do was have adequate time between their

1 knowledge of doing it and the time we switched over, and during that time we  
2 wanted to pretend we were on that rate and go through the motions, so on March  
3 4<sup>th</sup>, there'd be no problems. And, and immediately, Mr. Timmons did inform us  
4 that if we switched to flat rate that he was no longer going to work there. So we  
5 did kind of take that as his resignation and the notice that, as of March 4<sup>th</sup>, that he  
6 would no longer be working there for us. And yes, to answer your question, yes,  
7 two days later, we did receive a written list of his requirements, I guess.

8 HEARING OFFICER: And he went trough those, Mr. Timmons' requests, I  
9 guess, or negotiations.

10 EMPLOYER WITNESS -1: Yes.

11 HEARING OFFICER: And some, you agreed to. Is that correct.

12 EMPLOYER WITNESS -1: Yes.

13 HEARING OFFICER: Was everybody in the shop going under this flat rate?

14 EMPLOYER WITNESS -1: Yes.

15 HEARING OFFICER: Mr. Timmons stated that he was going from a 13 dollar  
16 an hour...

17 EMPLOYER WITNESS -1: Yes.

18 HEARING OFFICER: ...pay to a flat rate of 18 per hour, per job. Is that  
19 correct?

20 EMPLOYER WITNESS -1: That is correct, yes. Just, just for an example,  
21 something that' a common job is a pre-delivery inspection, and for a travel trailer  
22 [UNCLEAR] type camper, it's four hours paid on that job. If Mr. Timmons or any  
23 other tech would take two and a half hours, they're getting paid four hours. If they  
24 take five hours, they're getting paid four hours. So, yes, they get paid by the job.  
25 Now, if there is a...and basically the way we explained it to them was if we can

1 collect on it, they get paid on it. He, Mr. Timmons, had stated that he was not paid  
2 for diagnostic time. For one or two jobs, the only thing they may pay for  
3 diagnostic time is so they get paid for that time, but it really kind of falls back on  
4 them, that they [UNCLEAR] information to our warrantee clerk in that situation.  
5 That is why it had to be done, so she can claim that time. So there are some  
6 flexibility in there, where it's not so set in stone, but they at least get a minimum of  
7 the flat rate pay.

8 HEARING OFFICER: And under the terms of the flat rate or the guidelines, I  
9 guess it would be, if a technician sees that it's going to take a longer time than  
10 what is allotted, they can request for an upgrade? Is that correct?

11 EMPLOYER WITNESS -1: Well, if there's a legitimate reason for this, yes.  
12 We have told them all that if there is a legitimate reason why it's going to take  
13 longer, that we would consider that. No promises or guarantees given, but we  
14 would look at it and consider that. And for the same [UNCLEAR] for warranty  
15 jobs, when we're doing warrantee jobs for the manufacturer, if there's a reason  
16 why it's going to take longer, we told them please inform the warrantee clerk so  
17 she can contact the main factory and try to request us extra time. So that's how  
18 that's got to work. If they don't come in and say, "Hey, this is going to take longer  
19 on this job," she doesn't know to contact the manufacturer for approval for  
20 additional time.

21 HEARING OFFICER: Is there a set rate? Like Mr. Timmons presented the  
22 Keystone flat rates...

23 EMPLOYER WITNESS -1: Yes.

24 HEARING OFFICER: ...is that a reference guide that you use at Brown's RV's?

25 EMPLOYER WITNESS -1: It's a reference guide to be used on Keystone  
26 manufactured.

27 HEARING OFFICER: Keystone is a company?

1 EMPLOYER WITNESS -1: Keystone is a company that makes [UNCLEAR]  
2 products, [UNCLEAR] travel trailers. If it's a Winnebago brand product, we  
3 would go by their flat rate manual. If it's a Damon Motor Coach, it would go by  
4 theirs. And [UNCLEAR] whoever the manufacturer is, they all have their own  
5 codes.

6 HEARING OFFICER: So each company has a code and this is just a, a reference  
7 as to what Keystone would use?

8 EMPLOYER WITNESS -1: Yes, yes, exactly. And again, I'm not sure the  
9 adequate [UNCLEAR] currently. I think it's rather old.

10 HEARING OFFICER: But this is just an example of...

11 EMPLOYER WITNESS -1: It's an example, yes, ma'am.

12 HEARING OFFICER: ...of time, such as roof molding should take 12 minutes  
13 and the flat rate is 20 cents. Is that...am I reading that correctly? I just want to  
14 make sure I'm reading it correct. Right here, roof molding repair, each, 12  
15 minutes.

16 EMPLOYER WITNESS -1: Yeah, that's .20 hours is what they're saying,  
17 which is 12 minutes. And that time would go in at their...it's 18 dollars an hour at  
18 .20 hours.

19 HEARING OFFICER: Okay, okay. Thank you.

20 EMPLOYER WITNESS -1: Yes, ma'am.

21 HEARING OFFICER: Do you have any objection to us entering this just as a  
22 point of reference?

23 EMPLOYER WITNESS -1: That's fine, yes.

1 HEARING OFFICER: Okay. Then I will enter it as Claimant Exhibit Three,  
2 Mr. Timmons. It is the Keystone Flat Rates Quick Reference Guide.

3 CLAIMANT: Yes.

4 HEARING OFFICER: So this is not 20 cents, this is hours.

5 EMPLOYER WITNESS -1: By .20 hours.

6 HEARING OFFICER: .20 hours.

7 EMPLOYER WITNESS -1: Yes, for that repair.

8 HEARING OFFICER: Okay. In the changing of the pay from hourly rate to a  
9 flat rate, do the technicians' pay fluctuate substantially? Have they changed  
10 substantially since you've implemented this change?

11 EMPLOYER WITNESS -1: Oh, since we've gone to flat rate has that changed,  
12 pay changed? In every case with the technicians that are still working there  
13 [UNCLEAR] prior to, their pay has increased due to flat rate. And obviously, that  
14 kind of is determined by, you know, them getting jobs done in a timely manner.

15 HEARING OFFICER: Was there a purpose in changing to the flat rate versus  
16 the hourly rate?

17 EMPLOYER WITNESS -1: It's been our experience that...and I'm a  
18 chairperson of a [UNCLEAR] group that I'm a part of...and in looking at other  
19 service departments and other dealerships, the only ones that seem to be profitable  
20 are the ones that's on flat rate. Without flat rate, there's probably too much  
21 leeway. And in Mr. Timmons' case, there was a lot of downtime, hanging around  
22 and not doing work, which was part of our motivation for switching to a flat rate.  
23 And, and in the switchover to this also, in our meeting [UNCLEAR] and in a  
24 couple of other meetings with Mr. Timmons, we were very adamant with him that  
25 we did not want him to leave, very adamant with wanting him to stay on the job  
26 and work with us, which is why we wanted to show them, during that time from

1 February 12<sup>th</sup> to March 4<sup>th</sup>, that they would not going to be losing money. If  
2 anything, they were gaining. So, but, yeah, we were very adamant, adamant with  
3 him that he was not being released and we did not want him to leave.

4 HEARING OFFICER: Thank you, Mr. Brown.

5 EMPLOYER WITNESS -1: Yes.

6 HEARING OFFICER: I don't believe I have any other questions. Do you have  
7 anything else?

8 EMPLOYER WITNESS -1: No. The documents I have here, he's already  
9 presented to you. I will say that on his list of requests there, just, you know, some  
10 of them, most of them were determined by us that they were...what's the word I'm  
11 looking for here? They just weren't something we could, could do and agree to,  
12 not as a promise or guarantee on some of these items. I would like to say that we  
13 tried to...we had been on flat rate one time before. It's probably more, from an  
14 administrative side, things a little more difficult in the way it was done. You  
15 know, just a lack of knowledge on our, on our end of simplifying it. We did  
16 simplify it to a point where it's very simple. Some statements Mr. Timmons has  
17 made about Terry Brown adjusting time, she's not adjusting any time on the flat  
18 rate that has been approved. There has been a couple clerical errors that she's  
19 informed the technician that there was an error here and they understood. It was  
20 real simple and she...that's her job to do that, of course, as account manager, to  
21 audit those things. Outside of that, it has mostly gone over very easily and very  
22 smoothly.

23 HEARING OFFICER: All right. Thank you.

24 EMPLOYER WITNESS -1: Yes.

25 HEARING OFFICER: Anything else, Mr. Brown?

26 EMPLOYER WITNESS -1: I don't think so.

1 HEARING OFFICER: Mr. Timmons, do you have any questions for Mr.  
2 Brown? This is your opportunity to ask questions, not to give rebuttal testimony  
3 and not to respond to his answers. I'm going to come back to you for rebuttal  
4 testimony in just a few minutes.

5 CLAIMANT: Just one offhand.

6 HEARING OFFICER: You may ask him the question.

7 CLAIMANT: You said that technicians' hours or whatever went  
8 up since I left? Now is that due, due to, since my dismissal, to hours that I would  
9 have been getting, that they got instead?

10 EMPLOYER WITNESS -1: First of all, you weren't dismissed. And secondly,  
11 the hours they've gotten paid, they're running, as far as what their hours they were  
12 billing.

13 CLAIMANT: The amount of work that was there.

14 EMPLOYER WITNESS -1: The amount of work is the same as it was prior to  
15 Mr. Timmons leaving. The time that the work they're getting done, I think they're  
16 physically able to perform much more than what they had been prior to us going to  
17 flat rate. I think that the primary reason why their pay has gone up [UNCLEAR]  
18 pay has gone up, is because we did not want them to, to lose pay, if anything, for  
19 this to benefit them as well, and we did increase every technician's pay. As an  
20 example, for him, going from 13 dollars an hour to 18 dollars an hour, so, yeah, I  
21 think that they're getting the jobs done. And as I told Mr. Timmons, if he were to  
22 leave, we'd have to replace him, which we are in the process of looking into that  
23 now.

24 HEARING OFFICER: I believe Mr. Timmons' question was, was that the  
25 increase in the technicians' pay due to them having to cover his hours with him not  
26 being there.

27 EMPLOYER WITNESS -1: No.

- 1 HEARING OFFICER: Is that correct, Mr. Timmons?
- 2 CLAIMANT: The hours or jobs that they're getting increased  
3 due to...
- 4 HEARING OFFICER: To you not being there.
- 5 CLAIMANT: Right.
- 6 HEARING OFFICER: [UNCLEAR]
- 7 EMPLOYER WITNESS -1: No, not in my opinion.
- 8 HEARING OFFICER: Any other questions, Mr. Timmons?
- 9 CLAIMANT: Not offhand.
- 10 HEARING OFFICER: Mr. Jordan, if you would, would you please state your  
11 name, spelling your first and last name?
- 12 EMPLOYER WITNESS -2: It's Chris Jordan, C-H-R-I-S, J-O-R-D-A-N.
- 13 HEARING OFFICER: And your job title, Mr. Jordan?
- 14 EMPLOYER WITNESS -2: Service Advisor.
- 15 HEARING OFFICER: As the service advisor, are you on a flat rate also?
- 16 EMPLOYER WITNESS -2: No.
- 17 HEARING OFFICER: First let me ask you, what is a service advisor?
- 18 EMPLOYER WITNESS -2: Basically, a scheduler.

1 HEARING OFFICER: So you're the person who gives the work to the  
2 technicians. Is that correct?

3 EMPLOYER WITNESS -2: [UNCLEAR], yes, ma'am.

4 HEARING OFFICER: So you don't actually do the work or the repairs, correct?

5 EMPLOYER WITNESS -2: Correct.

6 HEARING OFFICER: Do you, as the scheduler or the service advisor, do you  
7 set the rate for each job?

8 EMPLOYER WITNESS -2: I do not. They are preset.

9 HEARING OFFICER: They are preset by Mr. Brown or by the company?

10 EMPLOYER WITNESS -2: Depending on the type of job. If it's a warrantee  
11 job, then that manufacturer's flat rate would be there.

12 HEARING OFFICER: All right. Do you have any other testimony, Mr. Jordan,  
13 regarding Mr. Timmons' separation from the company?

14 EMPLOYER WITNESS -2: I think it's been covered.

15 HEARING OFFICER: All right. Thank you. Mr. Brown, do you have any  
16 questions for Mr. Jordan?

17 EMPLOYER WITNESS -1: No.

18 HEARING OFFICER: Okay. Mr. Timmons, do you have any questions for Mr.  
19 Jordan?

20 CLAIMANT: I have just one.

21 HEARING OFFICER: You may ask him the question.

1 CLAIMANT: [UNCLEAR] concern recent event from the tech  
2 that's currently up there?

3 HEARING OFFICER: I'm sorry, what?

4 CLAIMANT: [UNCLEAR] consider...

5 HEARING OFFICER: Regarding your separation.

6 CLAIMANT: Okay. No.

7 HEARING OFFICER: Okay. Thank you. Mr. Timmons, do you have any  
8 rebuttal testimony or any additional testimony that we have not covered?

9 CLAIMANT: No.

10 HEARING OFFICER: All right. Thank you. Mr. Brown, anything further?

11 EMPLOYER WITNESS -1: No, ma'am.

12 HEARING OFFICER: Mr. Jordan?

13 EMPLOYER WITNESS -2: No.

14 HEARING OFFICER: All right. Well, there being no further questions and no  
15 further testimony, I declare this hearing closed.

16 **HEARING CLOSED.**

17

18

19

20

21

STATE OF NEW JERSEY )  
 )  
COUNTY OF: MIDDLESEX )

This is to certify that the above is a true and correct transcript of recorded testimony transcribed to the best of my ability.

Peggy Waseo  
Peggy Waseo

SWORN to before me this the

2nd day of April, 2009  
Mary Farley (LS)

Mary Farley  
Notary Public  
New Jersey  
My Commission Expires 11/05/2012



288

CH: 1

FILE NO: 0906675

✓ - ANY WORK DONE PRIOR TO MARCH 5, 2009, CANNOT BE CONSIDERED OR DEDUCTED AS A 'REDO' JOB.

~~NO~~ - IF A TECHNICIAN BELIEVES THAT A FLAT RATE OR ESTIMATED TIME TO BE UNREASONABLE - HE/SHE CAN REFUSE THAT JOB WITHOUT BEING REPRIMANDED.

~~NO~~ - EXTRA TIME USED DUE TO DEFECTIVE OR DAMAGED PARTS (EXAMPLE, RUSED OR STRIPPED SCREWS) WILL BE ADDED AS EXTRA TIME AND NOT PART OF FLAT RATE.

*Can't promise* MEMBER OF MANAGEMENT WITH THE AUTHORITY TO MAKE DECISIONS ON WORK PERFORMED WILL BE ON PREMISES AT ALL TIMES.

*Set to let Chris know* - STANDARD PARTS AND SHOP SUPPLIES WILL BE READILY AVAILABLE SO AS TO NOT DELAY COMPLETING A JOB.

~~NO~~ - CLEAN UP OF WORK AREA (FROM JOB) WILL BE PAID AS A JOB AND NOT AS PART OF A JOB.

~~NO~~ - TIME WILL BE ADDED TO FLAT RATE TO COVER FOR WRITEUP TIME.

~~NO~~ - SALESMEN NOT PERMITTED TO BRING CUSTOMERS INTO UNITS TO SHOW UNIT AND INTERFERE WITH TECH'S WORK ON THAT UNIT.

~~NO~~ - PHOTOS, MODEL AND SERIAL NUMBERS WILL BE CONSIDERED AS A JOB, NOT AS PART OF A JOB.

~~NO~~ - UNIT MILEAGE AND VIN NUMBERS WILL BE THE SERVICE ADVISER'S RESPONSIBILITY.

*Everybody* - WORK ORDERS WILL BE WRITTEN SO AS TO INFORM TECH WHAT, WHERE AND WHEN PROBLEM OCCURS. *will be the best we can.*

~~NO~~ - TECHNICIAN WILL NOT BE PULLED FROM ONE JOB/UNIT TO ANOTHER UNIT UNLESS JOB/UNIT SCHEDULED AND TECHNICIAN INFORMED PRIOR TO.

~~NO~~ - MINIMUM OF 20 HOUR WEEK GUARANTEED. *up to tech to do the job*

~~NO~~ - EXTRA TIME GIVEN ON FLAT RATE DUE TO INADEQUATE, IMPROPER OR LACK OF TOOLS.

~~NO~~ - EXTRA TIME GIVEN ON FLAT RATE DUE TO INCORRECT OR DEFECTIVE PARTS.

✓ specific Holiday & Vacation Terms outlined

*Can't promise* - If deductions made on time ticket or after - Person Responsible for change are to be on premises for discussion of *manager decision on repair as to who does it*

*sign will sign off* - Place For All - owner/manager for signatures and their Position Ther of

✓ Copy For Employees

*NO*  
- TIME TO BE GIVEN (NOT TO BE CONSIDERED AS "DOWN TIME") FOR WAITING FOR WORK ORDER INFORMATION OR MANAGEMENT DECISION, WAITING ON PARTS PERSONNEL OR SEARCHING FOR VEHICLE KEYS. *this is a team issue. tech must notify Service advisory when they need a new ticket*  
- TIME WILL NOT BE DECREASED AFTER CALCULATED ON TICKET.

*NO*  
- ANY DEDUCTION TO PAY CHECK DUE TO CLERICAL ERROR (OVERPAY) WILL NOT BE DEDUCTED UNTIL 2 WEEKS AFTER WRITTEN REASON FOR DEDUCTION. *written reason will be given*

*NO*  
- A JOB/UNIT WILL BE BE SCHEDULED DURING DURING OR THROUGH TECH'S LUNCH HOUR AND IN CASES OF LENGTH JOBS, THE CUSTOMER NEEDS TO BE INFORMED OF TIME INCLUDING LUNCH HOUR. *If the job is close to being done, finish work before leaving for lunch. we will add time that will tell you*

*NO*  
- NO DELIVERY TO BE SCHEDULED WITHIN ONE HOUR OF SHOP CLOSING TIME, UNLESS TECH HAS PRIOR AGREED TO WORK OVER. *We have always had to put our customers first, and work with their schedule. As Always we will attempt to avoid staying late*

Name \_\_\_\_\_

Rate \_\_\_\_\_

JPR

C#: 2

FILE NO: 0906675

Flat Rate will start on March 5<sup>th</sup>, 2009.

You are responsible for turning in all work orders. They will be date stamped when turned in.

You will be paid on tickets from 12:00pm Wednesday to 12:00pm Wednesday.

You are to use one time ticket until it is complete, no matter how many work orders.

Turn in your time ticket(s) by the end of every day. You will be given the pink copy of the time ticket back the next day. It will have the paid hours per job. This is your receipt. Keep it and reconcile it.

You will only be paid on time tickets. There will be nothing added for anything that is not on a ticket. All time tickets must be filled out completely or you will not be paid for this line item. It is your responsibility.

There is no overtime pay.

Set flat rate for moving units, is 15 mins. motorhome, 20 mins. towable. Moving units for a PDI is part of the PDI. There will be no extra time added.

Delivery of campers, and any set-up required will be given a flat rate time prior to leaving Brown's with unit.

Every job has a flat rate time attached to it. If there is no flat rate time there will be an estimated time attached to that job line. If you find that more time is going to be required, approval must be given by the service advisor BEFORE doing the work.

If a job is to be re-done, you have the options of fixing your error at NO PAID TIME to you or allowing another Tech to do the repairs. If another Tech repairs your work you will be charged back ALL time paid to you for this job line. The service advisor has the authority to make the decision on what Tech will make the repairs.

If there is a problem, question it immediately. Don't expect someone else to fix it. This is your responsibility.

No pay for cleaning the shop – ever. You are to clean up after yourself always and to keep the shop area clean.

Your trash needs to be located in a central area for pick up or placed in the back of the truck – (if it is too big for the trash cans).

Do not work on anything at any time without a time ticket and a work order. Do not perform jobs that others ask you to do (ie salesman or customers) without approval from the service advisor. The advisor will need to provide you with a job line for your time ticket.

If you are asked to work on anything without a work order (ie customer phone calls) you will need the time signed by the manager requesting this. This needs to be signed before you will be paid for the service.

All parts will be pulled and staged before the work order is given to the Tech.

Service Advisor will assign all work required. You will work on assigned work.

Thursday, February 12, 2009

384 EXHIBIT  
 C#: 3  
 FILE NO: 0906675

KEYSTONE FLAT RATES - QUICK REFERENCE

FLAT RATE	OPERATION
	EXTERIOR
.20	STEP NON SLIP TAPE LOOSE, REPAIR (12 MINUTES)
.40	ADJUST SLIDEOUT - SYNCHRONIZE TRAVEL IN/OUT (24 MINUTES)
.50	ADJUST SLIDEOUT - VERTICAL/HORIZONTAL TRAVEL
.10	SLIDEOUT HYDRAULIC HOSE - TIGHTEN FITTING (6 MINUTES)
.30	EXTERIOR SLIDEOUT TRIMS - REPAIR PER PIECE - SECURE LOOSE, ETC. (18 MINUTES EACH PIECE)
.20	EXTERIOR CORNER MOLDINGS, FRONT OR REAR (12 MINUTES EACH)
.20	ROOF MOLDINGS (REPAIR EACH 12 MINUTES)
.20	ROOF MOLDINGS (RESEAL EACH 12 MINUTES)
.10	RESEAL ROOF VENT (6 MINUTES)
.10	RESEAL AWNING RAIL (6 MINUTES)
.10	RESEAL FENDERSKIRT OR SECURE FENDERSKIRT (6 MINUTES)
.20	ADJUST ENTRY DOOR (12 MINUTES)
.20	ADJUST SCREEN DOOR OR LATCH (12 MINUTES)
.30	REPLACE ENTRY DOOR FOAM SEAL (18 MINUTES)
.20	REPLACE SCREEN DOOR LATCH - 12 MIN.
.10	REPLACE SCREEN DOOR SLIDER - 6 MINUTES
.30	REPLACE/REPAIR ENTRY DOOR SCREENING MATERIAL - 18 MIN
.20	REPAIR COMPARTMENT DOOR (SMALL OR MED DOOR)
.50	REPLACE COMPT DOOR (SMALL OR MED)
.20	ADJUST COMPT DOOR
.20	R/R COMPT DOOR WEATHER SEAL
.20	R/R COMPT DOOR OR LATCH
1.00	R/R LARGE (GARAGE OR UNDER 5W) COMPT DOOR
.50	ADJ LARGE GARAGE COMPT DOOR
.10	REPAIR DECAL, LOGO, STRIPE
.10	R/R STRIPE ONLY PER 2 FT OF STRIPE
	INTERIOR
.20	REPAIR BASE CABINET
.20	REPLACE PANEL BASE CABINET
.20	REPAIR BASE CABINET STILE
.50	REPLACE BASE CABINET STILE
.20	REPAIR CABINET DOOR
.20	REPLACE CABINET DOOR
.10	ADJUST CABINET DOOR
.10	R/R CABINET CATCH, HINGE, HANDLE OR KNOB
.10	REPAIR CABINET STRUT
.10	REPLACE CABINET STRUT
.20	REPAIR DINNETTE TABLE
.20	REPLACE DINNETTE TABLE
.10	REPLACE DINNETTE TABLE LEG
.20	REPAIR DINNETTE TABLE LEG BASE
.20	REPLACE DINNETTE TABLE LEG BASE
.20	REPAIR DRAWER
.20	REPLACE DRAWER
.10	ADJUST DRAWER
.10	REPLACE DRAWER CATCH, HANDLE OR KNOB
.20	REPAIR DRAWER GUIDE
.20	REPLACE DRAWER GUIDE
	REPAIR HINGED INTERIOR DOOR

.50	REPLACE HINGED INTERIOR DOOR
.10	ADJUST INTERIOR HINGED DOOR
.10	REPLACE HINGE - INTERIOR DOOR
.20	REPLACE KNOB INTERIOR DOOR
.20	REPAIR INTERIOR SLIDING DOOR
.80	REPLACE INTERIOR SLIDING DOOR (THIS WILL APPLY IF YOU HAVE TO
R/R DOOR TO	REPAIR TRACK)
.10	ADJUST INTERIOR SLIDING DOOR
.30	REPAIR DOOR TRACK
.30	REPLACE DOOR TRACK
.10	REPLACE LATCH OR STRAP
.10	REPAIR WALL BATTEN PER PIECE
.20	REPLACE WALL BATTEN PER PIECE
.20	REPLACE BATTEN TAPE PER 8 FT
.20	REPAIR BORDER PER 8 FT
.30	REPLACE BORDER PER 8 FT
.10	REPAIR WOOD TRIM/MOLDING PER PIECE
.20	REPLACE WOOD TRIM/MOLDING PER PIECE
.10	REPAIR WALL PANEL
1.00	REPLACE WALL PANEL
.20	REPAIR VENETIAN BLIND
.20	REPLACE VENETIAN BLIND
.10	REPLACE HOLD DOWN OR WAND
.20	REPLACE DAY/NIGHT SHADE
.10	ADJUST DAY/NIGHT SHADE
.10	REPLACE HOLD DOWN
.20	REPAIR VALANCE
.30	REPLACE VALANCE
.50	TIGHTEN MOUNTING BOLTS - A/C - DOMETIC
.50	REPAIR EXTERNAL WIRING - A/C - DOMETIC
.20	STRAIGHTEN CONDENSER FINS - COMB - DOMETIC
.30	REPAIR EXTERNAL WIRING ATWOOD OR SUBURBAN FURNACE
.50	REPAIR EXTERNAL WIRING - DOMETIC REFRIGERATOR
.30	REPAIR EXTERNAL WIRING - ATWOOD OR SUBURBAN WATER HEATER
.50	REPLACE RELIEF VALVE - ATWOOD OR SUBURBAN WATER HEATER
.50	REPLACE THERMOSTAT - ATWOOD OR SUBURBAN WATER HEATER
.50	REPLACE ECO TSTAT - ATWOOD OR SUBURBAN WATER HEATER
.10	TIGHTEN LP FITTING (LEAK CHECK AFTER REPAIR .20)
.50	REPAIR EXTERNAL WIRING , TV ANTENNA
.20	REPAIR MICROWAVE MOUNTING OR TRIM
.30	REPAIR EXTERNAL WIRING ON LP DETECTOR
.20	REPAIR FIRE EXTINGUISHER BRACKET
.30	REPAIR EXTERNAL WIRING FOR RANGE HOOD
.30	REPAIR SPEAKER WIRING

.30	REPAIR WIRING STEREO/TAPE/CD PLAYER
.30	REPAIR WIRING DVD,TV,HOME THEATRE SYSTEM, VCR/VCP
.20	REPAIR 12V RECEPTACLE, 120V RECEPTABLE, 12V OR 120V SWITCH
.30	REPLACE 12V RECEPTACLE, 120V RECEPTACLE, 12V OR 120V SWITCH
.20	REPAIR OR REPLACE CLEARANCE OR TAIL LIGHTS
.10	REPLACE LENS - CLEARANCE OR TAILLIGHT
.20	REPAIR OR REPLACE PORCH OR HITCH LIGHT
.10	REPLACE LENS PORCH OR HITCH LIGHT
.20	REPAIR OR REPLACE SCARE LIGHT
.10	REPLACE LENS SCARE LIGHT
.20	*REPAIR OR REPLACE 12V INTERIOR LIGHT
.10	*REPLACE LENS OR GLOBE INTERIOR 12V LIGHT
	*SAME FOR FLUORESCENT OR 120V INERIOR
.20	REPAIR MONITOR PANEL
.30	REPAIR BATH SHOWER FAUCET
.50	REPLACE BATH SHOWER FAUCET
.30	REPAIR BATH SINK
.50	REPLACE BATH SINK
.20	REPAIR BATH OR KITCHEN SINK DRAIN
.30	REPLACE BATH OR KITCHEN SINK DRAIN
.20	REPAIR PTRAP BATH OR KITCHEN
.30	REPLACE PTRAP BATH OR KITCHEN
.20	REPAIR OUTSIDE SHOWER
.50	REPLACE OUTSIDE SHOWER
.50	REMOVE, RESEAL, REINSTALL OUTSIDE SHOWER
.30	REPAIR KITCHEN FAUCET
.50	REPLACE KITCHEN FAUCET
.10	REPAIR WATER PUMP EXTERNAL WIRING
.20	REPAIR WATER PUMP EXTERNAL PLUMBING
.30	REPLACE WATER PUMP
.50	REPAIR SHOWER WALLS
.50	REPAIR SHOWER/TUB DRAIN
.50	REPAIR SHOWER/TUB PTRAP
.50	REPAIR SHOWER DOOR
1.00	REPLACE SHOWER DOOR
.30	REPAIR EXTERNAL PLUMBING TOILET
.20	REPAIR TOILET MOUNTING
.10	TIGHTEN LP FITTING (.20 LEAK CHECK WITH REPAIR)
.10	LP REGULATOR REPAIR
.10	LP RUBBER HOSE REPAIR