THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT
Ralph K. Anderson, III, Chief Administrative Law Judge

Dock. Nos. 07-ALJ-04-00444-AP, 07-ALJ-04-00445-AP, 07-ALJ-04-00446-AP,
07-ALJ-04-00447-AP, 07-ALJ-04-00448-AP, 07-ALJ-04-00449-AP,
07-ALJ-04-00500-AP, 07-ALJ-04-00501-AP, 07-ALJ-04-00502-AP,
07-ALJ-04-00503-AP, 07-ALJ-04-00504-AP, 07-ALJ-04-00505-AP,
07-ALJ-04-00506-AP, 07-ALJ-04-00507-AP, 07-ALJ-04-00508-AP,
07-ALJ-04-00509-AP, 07-ALJ-04-00510-AP, 07-ALJ-04-00511-AP,
07-ALJ-04-00512-AP, 07-ALJ-04-00513-AP, 07-ALJ-04-00514-AP,
07-ALJ-04-00515-AP, 07-ALJ-04-00516-AP, 07-ALJ-04-00517-AP,
07-ALJ-04-00518-AP, 07-ALJ-04-00519-AP, 07-ALJ-04-00520-AP,
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08-ALJ-04-00967-IJ, 08-ALJ-04-00968-IJ, 08-ALJ-04-00969-IJ,
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08-ALJ-04-01045-IJ, 09-ALJ-04-00304-IJ, 07-ALJ-04-00826-AP.*

Francis Ackerman, #266928, Malik Aljalil, #219551, Linso Allen, #269378,
Michael Benninger, #264212, Fredrick Brown, #289602, Timothy Brown, #238461,
Terrell Buchanon, #277262, Christopher Bush, #300690, Rudy Cassady, #238732,
Sheldon Clark, #264772, Zawaski Cobb, #187136, Kamathene Cooper, #145333,
Gladstone Cummings, #267450, Patrick Curtis, #175139, Quintin Daniels, #196284,
Curtis Davis, #238776, Heyward Dempsey, #134171, Phillip Denney, #240678,
Paul Durham, #219573, Jerome Durham, #270393, Keith Eigner, #299153,
Bernard Felder, #122099, Jermaine Garriett, #191274, Fred Gatewood, #289775,
Dennis Goff, #177506, Gregory Grant, #109656, Nelson Hampton, #286427,
James Hartman, #219770, Gary Hayes, #263985, Michael Hood, #279897,
Nikia Law, #260855, Stephen Lease, #137016, Harry Leonard, #249996,
Herbert McFadden, #184297, Michael McFarland, #266870, Earl Mack, #216237,
John Moultrie, #276527, Matin Muntaqim, #142282, Tony Pitts, #280579,
Germaine Pringle, #250390, Gene Richardson, #93614, Dennis Richey, #233472,

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* Docket No. 07-ALJ-04-00826-AP is probably assigned to an unrelated case. See June 8, 2012 letter to the ALC with copy to the Court of Appeals. The number remains in this caption because it appears in the ALC Second Amended Order caption, line 6, and has not yet been deleted by the Court of Appeals.

Ignacio Rivera, #300424, Vondell Sanders, #241308, James Sattler, #235043, Joseph Schmitz, #173987, Arthur Scott, #251957, Jerome Scott, #153381, Roosevelt Scott, #275631, Archie Simmons, #161419, Robert Smith, #199324, James Williams, #282929, Gary Bryant, #258972, Harlon Edger, #261866, Johnny Holden, #245199, Don Hughes, #256862, Michael Key, #266890, Archie Lee, #226354, Isaac Richardson, #232574, Larkland Richards, #281768, John Wojcik, #219463, James Bogan, #288111, Larry Burke, #281911, Jammie Gaymon, #208922, David Harrell, #260004, Jeff Stinson, #260047, Ricky Libby, #274681, Alain Lareau, #128014, Quentin Baker, #297868, Frank Corley, #292975, James Jackson, #267718, Quintin Linen, #238553, Thomas Miles, #246763, Chauncy Orr, #177069, Isaiah Scott, #228008, Eric Youmous, #281091, Derek Carter, #275938, Willie Hare, #256641, Ernest Miller, #235474, Robert Norris, #266101, Ronald Simmons, #267937, Samuel Simmons, #302393, William Thomas, #272501, Anthony Murphy, #295893, Anthony Murray, #237867, Johnny Hayes, #267910, Roy Morris, #288777, Daniel Dewey, #276678, Nehemiah Greene, #243339, Leroy Choice, #113990, James McFadden, #235419, Francis Prioleau, #268813, Darrell Rochester, #146731, Wilbur Jordan, #272264, Alvin Stewart, #278595, Kevin Poston, #266083, Kevin Smith, #272440, Donald Robinson, #277520, Douglas Bude, #263537, Willie Elder, #246208, Rogelio Zavala, #245106, Dennis Knight, #286981, Jacob Beach, #301270, Francis Ackerman, #266928, Darrin Miller, #259593, Edward Bryant, #255998, Sherman Austin, #300028, Michael Baylor, #265682, Taurus Bowman, #252745, Kenneth Carter, #243538, Calvin Drummond, #236322, David Feggins, #287157, Terry Ferguson, #299080, Willie House, #257820, Peter Jenkins, #257321, Percy Martin, #270035, James Murray, #165487, Stephone Simmons, #300422, Larry McClam, #282972, Tyrone Aiken, #244428, Tyrone Aiken, #248367, Frank Anderson, #282800, Ronald Brewer, #285756, Keith Brown, #295762, Pete Bryant, #242370, Michael Busques, #191961, Richard Butler, #162467, Gary Davis, #106144, Anthony English, #238474, Kerlan Etheredge, #236635, James Evans, #267837, Jose Flores, #240563, Robert Garrett, #291096, Reginald Geddis, #183851, Richard Graham, #228235, Gary Grooms, #283860, Wayne Harlen, #245705, Johnny Hayes, #267910, Steven Hickenbottom, #196263, Alfred Joyner, #260442, Donald Lyles, #296135, Henry Baker, #263398, Thomas Carter, #249362, Thomas Butler, #257552, Bobby Williams, #261486, Ray Wells, #173651, Rodney Pressley, #177947, Keith Kelly, #257556, Maxie Gamble, #254413, James Enriquez, #215539, Perry Deveaux, #109601, James Wells, #180458, Cedric Martino, #291396, Donald McAteer, #292961, Robert Wydman, #260331, Anthony Wright, #214007, Derrick Williams, #272958, Kenneth White, #228409, James Trumper, #247429, Jeffrey Spears, #281697, Timothy Smith, #296539, David Sims, #278067, Virgil Simpson, #281888, Edward Simpson, #220017, Kenneth Simmons, #278911, George Shine, #292391, Ralph Sellers, #164295, Laron Richardson, #258786, Frank Patterson, #283098, Tony McNeil, #235846, Larry McClam, #282972, Lavanza Mack, #189340, Raymond Livingston, #277133, Nicholas Lambrose, #215080,

Joseph Kelsey, #217218, Keith Eugine, no number, Chuck Jackson, #266425, James Foye, #211523, Timothy Inman, #151123, Marvin Gilbert, #273934, Demetrius Wheeling, #264976, Leon Wilson, #155867, Jeffrey Tevis, #216442, Darryel Beasley, #222388, Curtis Thompson, #266448, Baron Cobbs, #280479, James Tino, #145030, Harold Roberson, #117001, Ray Gadsden, #187527, Tony Witt, #242918, Jonathan Singleton, #287670, Joe Pannell, #89592, Charles Graham, #294453, Lazarus Brannon, #227847, Darrell Williams, #219730, Wilbert Mills, #244004, Howard Grant, #255473, Timothy Wilson, #261971, Rodney Elliott, #251337, Henry Rivers, #219118.....Appellants,

v.

South Carolina Department of Corrections.....Respondent.

Appellate Case No. 2012-210588

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RECORD ON APPEAL
VOLUME 8 OF 13

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23 Broad Street
Charleston, SC 29401
(843) 853-9600
Attorney for Appellants

Lake E. Summers
Katherine A. Phillips
Malone, Thompson, Summers & Ott, LLC
339 Heyward Street
Suite 200
Columbia, SC 29201
Attorneys for Respondent

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | McMICHAEL, BRIAN | 291500 | E B 15 | 1 | 4/13/04 | 4/14/04 |
| | MCMILLAN, COREY | 226661 | MX 0 | 2 | 3/15/00 | 7/17/01 |
| MI 3 | McNAIR, WILLIE | 285558 | C B 14 | 2 | 9/20/02 | 9/25/02 |
| MI 3 | McNEIL, EDSEL | 219506 | C A 24 | 1 | 4/5/02 | 9/4/02 |
| | McNEIL, KENNETH | 281799 | C B 30 | 1 | 6/20/02 | 7/16/02 |
| ME 3 | McNEIL, TONY | 235846 | A B 42 | 1 | 10/1/02 | 10/8/02 |
| | MCRAY, MARK | 269169 | C B 30 | 1 | 10/16/00 | 1/29/00 |
| MI 3 | MENDOZA, ERIBERTO | 283772 | C A 28 | 1 | 8/12/02 | 5/2/03 |
| | MESSINK, GREGORY | 275960 | S B 22 | 2 | 8/17/01 | 8/27/01 |
| | MEYERS, ROBERT | 229315 | C B 1 | 0 | 9/27/99 | 2/2/00 |
| MI 2 | MICKELL, JOHN | 155009 | C B 25 | 1 | 6/20/02 | 8/28/02 |
| MI 2 | MICKELL, JOHN | 155009 | C B 22 | 1 | 9/23/02 | 10/1/02 |
| | MILES, THOMAS | 246763 | S B 53 | 1 | 6/7/01 | 1/29/02 |
| MI 2 | MILFORD, FRANKLIN | 278853 | C A 19 | 2 | 5/13/02 | 12/16/02 |
| | MILLER, ADRIAN | 282638 | A A 33 | 1 | 5/6/02 | 5/31/02 |
| | MILLER, CALVIN | 163907 | S A 34 | 1 | 3/21/00 | 6/16/00 |
| | MILLER, DANA | 253789 | MX 0 | 2 | 1/6/00 | 6/27/00 |
| MI 3 | MILLER, DARRIN | 259593 | C B 50 | 1 | 4/10/02 | 6/24/04 |
| MI 3 | MILLER, ERNEST | 235474 | C A 44 | 1 | 3/21/00 | 6/26/03 |
| | MILLER, JOHN | 268152 | E B 16 | 1 | 10/12/01 | 10/24/01 |
| | MILLER, MOSES | 256762 | C B 5 | 1 | 11/4/99 | 3/5/01 |
| ME 3 | MILLER, RAY | 214870 | C B 28 | 2 | 9/30/02 | 11/12/02 |
| | MILLER, WILLIAM | 277143 | S B 46 | 1 | 9/5/01 | 6/6/02 |
| | MILLS, BARRICK | 270170 | S A 42 | 1 | 8/17/01 | 3/5/02 |
| | MILLS, JOSEPH | 266231 | C A 20 | 1 | 5/31/00 | 8/1/00 |
| | MILLS, STEVEN | 245363 | C 0 | 1 | 11/10/99 | 4/3/00 |
| MI 2 | MILLS, WILBERT | 244004 | C B 53 | 1 | 12/20/01 | 5/2/03 |
| MI 1B | MILLS, WILBERT | 244004 | C B 53 | 1 | 12/20/01 | 6/26/03 |
| MI 3 | MILLS, WILLIAM | 278584 | C B 4 | 2 | 11/26/01 | 1/8/03 |
| | MINGO, JOHN | 247878 | C 0 | 1 | 11/15/99 | 2/9/00 |
| | MITCHELL, ANTHONY | 267907 | S B 59 | 1 | 2/23/01 | 4/24/01 |
| | MITCHELL, JAMES | 276967 | S A 30 | 1 | 8/17/01 | 1/22/02 |
| | MITCHELL, MARVIN | 215068 | S A 23 | 1 | 7/30/01 | 8/27/01 |
| | MITCHUM, HERBERT | 277999 | E A 26 | 2 | 10/24/01 | 11/30/01 |
| | MITCHUM, OTIS | 228669 | C 0 | 1 | 12/21/99 | 4/28/00 |
| | MITCHUM, ROBERT | 266352 | S A 28 | 1 | 6/6/00 | 9/15/00 |
| MI 2 | MIXSON, JAMES | 250314 | C B 12 | 1 | 8/10/99 | 10/10/02 |
| | MOLEN, KEVIN | 219388 | S A 27 | 1 | 8/17/01 | 9/24/01 |
| | MONROE, ISHMALE | 242487 | A A 46 | 1 | 3/28/01 | 1/8/01 |
| | MONTGOMERY, MIKE | 266760 | MX 0 | 2 | 8/16/00 | 10/5/00 |
| MI 3 | MOORE, CLARENCE | 293031 | WA113 | 3 | | 4/7/04 |
| | MOORE, WENDELL | 260478 | C A 17 | 1 | 11/1/99 | 4/5/00 |
| MI 3 | MOOSO, J | 241869 | C A 0 | 0 | | 10/11/99 |
| | MORGAN, DAVID | 270062 | S A 16 | 1 | 4/10/02 | 5/20/02 |
| MI 3 | MORRIS, JR. ROY | 288777 | C B 54 | 1 | 6/26/03 | 6/10/04 |
| MI 2 | MORRISON, CHARLES | 253880 | C A 52 | 2 | 8/6/99 | 12/16/02 |

PLAINTIFF'S EXHIBIT A

A - 0789
June 2004

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STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 270062 | MORGAN | DAVID | SCOTT | 20001218 | 0.50 | 63.56 | 31.78 |
| 270062 | MORGAN | DAVID | SCOTT | 20010101 | 0.50 | 15.54 | 7.77 |
| 270062 | MORGAN | DAVID | SCOTT | 20010115 | 0.50 | 59.45 | 29.72 |
| 270062 | MORGAN | DAVID | SCOTT | 20010129 | 0.50 | 5.25 | 2.62 |
| 270062 | MORGAN | DAVID | SCOTT | 20020506 | 0.50 | 16.11 | 8.05 |
| 270062 | MORGAN | DAVID | SCOTT | 20020520 | 0.50 | 40.67 | 20.33 |
| 288777 | MORRIS, JR | ROY | CLARK | 20030714 | 0.50 | 58.42 | 29.21 |
| 288777 | MORRIS, JR | ROY | CLARK | 20030728 | 0.50 | 48.55 | 24.27 |
| 288777 | MORRIS, JR | ROY | CLARK | 20030811 | 0.50 | 40.38 | 20.19 |
| 288777 | MORRIS, JR | ROY | CLARK | 20030825 | 0.50 | 50.47 | 25.23 |
| 288777 | MORRIS, JR | ROY | CLARK | 20030908 | 0.50 | 61.05 | 30.52 |
| 288777 | MORRIS, JR | ROY | CLARK | 20030922 | 0.50 | 70.45 | 35.22 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031006 | 0.50 | 47.35 | 23.67 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031020 | 0.50 | 73.32 | 36.66 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031103 | 0.50 | 56.54 | 28.27 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031117 | 0.50 | 64.16 | 32.08 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031201 | 0.50 | 61.82 | 30.91 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031215 | 0.50 | 70.38 | 35.19 |
| 288777 | MORRIS, JR | ROY | CLARK | 20031229 | 0.50 | 78.56 | 39.28 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040112 | 0.50 | 53.22 | 26.61 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040126 | 0.50 | 82.20 | 41.10 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040209 | 0.50 | 99.48 | 49.74 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040223 | 0.50 | 130.47 | 65.23 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040308 | 0.50 | 103.13 | 51.56 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040322 | 0.50 | 101.82 | 50.91 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040405 | 0.50 | 114.68 | 57.34 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040419 | 0.50 | 118.46 | 59.23 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040503 | 0.50 | 123.79 | 61.89 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040517 | 0.50 | 150.87 | 75.43 |
| 288777 | MORRIS, JR | ROY | CLARK | 20040531 | 0.50 | 133.97 | 66.98 |
| 253880 | MORRISON | CHARLES | TRACEY | 19990830 | 0.35 | 79.25 | 27.73 |
| 253880 | MORRISON | CHARLES | TRACEY | 19990830 | 0.55 | 4.50 | 2.47 |
| 253880 | MORRISON | CHARLES | TRACEY | 19990913 | 0.35 | 71.75 | 25.11 |
| 253880 | MORRISON | CHARLES | TRACEY | 19990913 | 0.55 | 20.00 | 11.00 |
| 253880 | MORRISON | CHARLES | TRACEY | 19990927 | 0.35 | 55.00 | 19.25 |
| 253880 | MORRISON | CHARLES | TRACEY | 19990927 | 0.55 | 14.00 | 7.70 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991011 | 0.50 | 67.50 | 33.75 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991011 | 0.55 | 30.75 | 16.91 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991025 | 0.50 | 58.75 | 29.37 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991108 | 0.50 | 68.50 | 34.25 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991108 | 0.55 | 40.00 | 22.00 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991122 | 0.50 | 64.45 | 32.22 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991206 | 0.50 | 44.69 | 22.34 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991206 | 0.55 | 5.48 | 3.01 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991220 | 2.50 | 2.00 | 5.00 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991220 | 0.35 | 67.05 | 23.46 |
| 253880 | MORRISON | CHARLES | TRACEY | 19991220 | 0.55 | 28.60 | 15.73 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000103 | 0.50 | 35.37 | 17.68 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000103 | 0.55 | 6.04 | 3.32 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000117 | 0.50 | 70.93 | 35.46 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000117 | 0.55 | 4.83 | 2.65 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000117 | 0.50 | 15.00 | 7.50 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000117 | 0.55 | 2.00 | 1.10 |
| 253880 | MORRISON | CHARLES | TRACEY | 20000131 | 0.35 | 46.90 | 16.41 |

PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3199

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

3200

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Roy Morris
SCDC NUMBER: # 288777
INSTITUTION: Lieber Correctional Inst.
HOUSING UNIT: Wando A 217
WORK ASSIGNMENT: P.I. # 1

RECEIVED
JUN 04 2007
INMATE GRIEVANCE

Office Use Only
Grievance No. LCI 0768-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received 5/24
IGC Initials
✓ IGA - ABH 7-13-07

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that §24-3-430's wade provision were "mandatory", and created a statutory right to the payment of prevailing wage". These cases further held that inmates can grieve SCDC's failure to pay prevailing wages under §24-3-430, with review by ALJ.

SCDC owes Grievant back wages, because it failed to pay prevailing wages prior to July 1, 2001, and $4/hour thereafter. And what it did pay was but a fraction of these amounts. Thus, the wage rate SCDC paid was not correct, and back wages are owed.

Grievant incorporates by reference Exhibits A-H attached to grievances filed by Darrell Williams and counsel on September 22, 2004.

Roy M 5/22/07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

Roy M 8/01/07
Grievant Signature Date

Randall 8/1/07
IGC Signature Date

3201 (SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

MORRIS LIC-0768-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 22, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 26, 2003 and that your participation in this project ended on June 10, 2004.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.
Moreover, you filed your Step 1 grievance nearly 15 months after SCDC first paid you for your participation in the project located at Lieber, over 90 days after your participation in this project ended and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13.1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Moreover, I specifically conclude that the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3202

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Roy Morris, #288777,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07__-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Roy Morris does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-1-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Roy Morris
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
8-23-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3203

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| ROY MORRIS, #288777 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3204

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

John Moultrie INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 276527

INSTITUTION: Lieber

HOUSING UNIT: Cooper A Room 14 ✓

WORK ASSIGNMENT: PI 2

Office Use Only

Grievance No. Lieber 0760-04

Code: General OM

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 337.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate for 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs ~~and attorney fees.~~

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Williams et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certified a class action representing the class identified in Exh. A. On August 23, 2004 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

John Moultrie 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlson 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3205

N/A
Grievant Signature Date

Ackerman 5-6-11 2841

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Grievant Signature John Manthrie Date 11-02-04

IGC Signature Date 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3206

J/M J. Mouttrie, # 226527 CC10760-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3207

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3208

AMENDMENT TO GRIEVANCE OF JOHN MOULTRIE, #276527

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5875.60 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

John Moultrie #276527 02/03/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1264-1265; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | MOTTS, JEFFERY | 233867 | WC161 | 1 | 7/7/03 | 8/8/03 |
| MI 3 | MOULDER, MICHAEL G. | 299520 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| | MOULTRIE, ERIC | 232946 | C B 37 | 1 | 5/31/00 | 6/27/00 |
| MI 3 | MOULTRIE, JOHN | 276527 | C A 14 | 1 | 10/29/01 | 6/24/04 |
| | MULLINAX, JEFF | 265296 | C A 23 | 1 | 5/15/00 | 6/20/00 |
| MI 3 | MUNTAGIM, MATIN | 142282 | C B 1 | 1 | 11/30/01 | 6/26/03 |
| | MURDAUGH, JOHN | 276557 | C B 21 | 1 | 7/30/01 | 8/14/01 |
| MI 1B | MURPHY, ANTHONY | 295893 | C B 18 | 1 | 3/19/04 | 6/24/04 |
| MI 2 | MURPHY, GARY | 227711 | C B 63 | 2 | 12/19/01 | 12/11/02 |
| MI 2 | MURPHY, WILLIAM | 273785 | C B 25 | 2 | 6/20/02 | 11/13/02 |
| MI 3 | MURRAY, ANTHONY | 237867 | C A 16 | 1 | 6/26/03 | 6/24/04 |
| | MURRAY, JAMES | 165487 | C B 43 | 1 | 8/10/01 | 7/26/02 |
| MI 3 | MYERS, R. | 229315 | C A 0 | 0 | | 1/31/00 |
| | NEALY, DENNIS | 219981 | C B 27 | 2 | 7/10/01 | 9/11/01 |
| MI 3 | NELSON, ANTWAN | 261674 | M A 0 | 2 | 1/6/00 | 2/3/00 |
| MI 3 | NELSON, L. | 259352 | C A 0 | 0 | | 4/8/02 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 3 | 9/24/03 | 12/22/03 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 1 | 7/21/00 | 5/2/03 |
| | NELSON, SEAN | 141070 | S A 32 | 1 | 2/4/02 | 5/17/02 |
| | NESBITT, TERRY | 237599 | C B 24 | 1 | 2/23/01 | 4/10/01 |
| MI 2 | NEWMAN, RICHARD | 245321 | C A 45 | 1 | 9/9/99 | 10/31/02 |
| MI 3 | NEWTON, WAYMON | 250888 | A B 56 | 2 | 8/2/02 | 4/16/03 |
| | NOBLE, WALLACE | 145431 | C B 20 | 1 | 11/28/99 | 2/22/00 |
| | NOE, GEORGE | 244005 | E B 1 | 1 | 6/19/00 | 6/20/00 |
| MI 3 | NORRIS, ROBERT | 266101 | C B 60 | 1 | 6/13/00 | 6/26/03 |
| | O' NEAL, RAMON | 243420 | C B 18 | 1 | 10/5/01 | 12/13/01 |
| | O'KEEFE WILLIAM | 192896 | C 0 | 1 | 2/15/00 | 3/29/00 |
| ME 3 | O'NEAL, TRAVIS | 258349 | A A 33 | 2 | 9/16/02 | 10/4/02 |
| ME 3 | O'STEEN, JOHN | 262838 | A A 32 | 2 | 10/8/02 | 11/6/02 |
| MI 3 | OLIN, JOHN | 267997 | C A 24 | 1 | 6/27/03 | 10/29/03 |
| | OLIVER, CARLIS | 250716 | C 0 | 1 | 12/20/99 | 5/10/00 |
| | OLIVER, STANLEY | 192110 | C A 28 | 1 | 9/27/01 | 3/27/02 |
| | OLSEN, NORMAN | 136378 | M 0 | 1 | 1/26/00 | 4/5/00 |
| | OREE, KENNETH | 261407 | C X 0 | 1 | 10/19/99 | 12/29/99 |
| MI 3 | ORR, CHAUNCY | 177069 | C A 13 | 1 | 8/6/99 | 6/24/04 |
| | OSBORNE, HARRY | 180071 | C A 30 | 1 | 7/10/01 | 12/6/01 |
| MI 3 | OWENS, ANTHONY | 279893 | C B 20 | 1 | 4/5/02 | 12/16/02 |
| | OWENS, KEVIN | 232291 | M 0 | 0 | 7/20/00 | 6/6/01 |
| | OWENS, STEVEN | 268986 | C A 30 | 1 | 11/27/00 | 1/3/01 |
| MI 3 | PADDOCK, STEPHEN | 280103 | C B 9 | 1 | 12/20/01 | 3/12/04 |
| | PAIGE, RICHARD | 264821 | M X 0 | 2 | 9/13/00 | 8/29/01 |
| | PALMER, CLIFFORD | 211797 | C 0 | 1 | 10/1/99 | 1/5/00 |
| MI 3 | PALMER, MICHAEL | 279108 | C B 24 | 1 | 6/14/04 | 6/24/04 |
| | PALMER, MICHAEL | 279108 | S A 30 | 3 | 4/11/02 | 4/16/02 |
| | PANNELL, JOE | 89592 | C B 6 | 1 | 5/17/00 | 6/19/02 |
| | PARKS, MICHAEL | 233957 | M X 0 | 2 | 1/13/00 | 7/7/00 |

PLAINTIFF'S EXHIBIT

A - 0790
June 2004

3210

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

3211

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

| Inmate# | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 253880 | MORRISON | CHARLES | TRACEY | 20010910 | 0.50 | 130.88 | 65.44 |
| 253880 | MORRISON | CHARLES | TRACEY | 20010924 | 0.50 | 89.77 | 44.88 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011008 | 0.50 | 126.86 | 63.43 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011022 | 0.50 | 180.15 | 90.07 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011105 | 0.50 | 124.51 | 62.25 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011119 | 0.50 | 130.61 | 65.30 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011203 | 0.50 | 96.26 | 48.13 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011217 | 0.50 | 115.62 | 57.81 |
| 253880 | MORRISON | CHARLES | TRACEY | 20011231 | 0.50 | 56.29 | 28.14 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020114 | 0.50 | 92.52 | 46.26 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020128 | 0.50 | 74.85 | 37.42 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020211 | 0.50 | 132.71 | 66.35 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020225 | 0.50 | 74.20 | 37.10 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020311 | 0.50 | 71.33 | 35.66 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020325 | 0.50 | 130.28 | 65.14 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020408 | 0.50 | 115.70 | 57.85 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020422 | 0.50 | 126.32 | 63.16 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020506 | 0.50 | 56.78 | 28.39 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020520 | 0.50 | 123.57 | 61.78 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020603 | 0.50 | 66.89 | 33.44 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020617 | 0.50 | 137.34 | 68.67 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020701 | 0.50 | 119.34 | 59.67 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020715 | 0.50 | 86.44 | 43.22 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020729 | 0.50 | 106.79 | 53.39 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020812 | 0.50 | 107.23 | 53.61 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020826 | 0.50 | 56.05 | 28.02 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020909 | 0.50 | 128.25 | 64.12 |
| 253880 | MORRISON | CHARLES | TRACEY | 20020923 | 0.50 | 142.50 | 71.25 |
| 253880 | MORRISON | CHARLES | TRACEY | 20021007 | 0.50 | 147.20 | 73.60 |
| 253880 | MORRISON | CHARLES | TRACEY | 20021021 | 0.50 | 142.50 | 71.25 |
| 253880 | MORRISON | CHARLES | TRACEY | 20021104 | 0.50 | 138.74 | 69.37 |
| 253880 | MORRISON | CHARLES | TRACEY | 20021118 | 0.50 | 146.09 | 73.04 |
| 253880 | MORRISON | CHARLES | TRACEY | 20021202 | 0.50 | 112.82 | 56.41 |
| 253880 | MORRISON | CHARLES | TRACEY | 20021216 | 0.50 | 94.80 | 47.40 |
| 233867 | MOTTS | JEFFREY | | 20030825 | 0.50 | 17.50 | 8.75 |
| 299520 | MOULDER | MICHAEL | G. | 20040517 | 0.50 | 65.99 | 32.99 |
| 299520 | MOULDER | MICHAEL | G. | 20040517 | 0.50 | 23.67 | 11.83 |
| 299520 | MOULDER | MICHAEL | G. | 20040531 | 0.50 | 60.38 | 30.19 |
| 232946 | MOULTRIE | ERIC | | 20000703 | 0.35 | 36.52 | 12.78 |
| 276527 | MOULTRIE | JOHN | HENRY | 20011217 | 0.50 | 22.68 | 11.34 |
| 276527 | MOULTRIE | JOHN | HENRY | 20011231 | 0.50 | 25.25 | 12.62 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020114 | 0.50 | 29.09 | 14.54 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020128 | 0.50 | 38.60 | 19.30 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020211 | 0.50 | 72.05 | 36.02 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020225 | 0.50 | 83.65 | 41.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020311 | 0.50 | 82.82 | 41.41 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020325 | 0.50 | 88.10 | 44.05 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020408 | 0.50 | 91.81 | 45.90 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020422 | 0.50 | 102.23 | 51.11 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020506 | 0.50 | 112.14 | 56.07 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020520 | 0.50 | 115.59 | 57.79 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020603 | 0.50 | 108.09 | 54.04 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020617 | 0.50 | 119.94 | 59.97 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020701 | 0.50 | 121.18 | 60.59 |

PLAINTIFF'S EXHIBIT E

3213

A - 1264
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 276527 | MOULTRIE | JOHN | HENRY | 20020715 | 0.50 | 102.00 | 51.00 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020729 | 0.50 | 113.19 | 56.59 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020812 | 0.50 | 121.53 | 60.76 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020826 | 0.50 | 133.65 | 66.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021007 | 0.50 | 140.89 | 70.44 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021021 | 0.50 | 115.43 | 57.71 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021104 | 0.50 | 103.02 | 51.51 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021118 | 0.50 | 103.37 | 51.68 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021202 | 0.50 | 113.72 | 56.86 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021216 | 0.50 | 108.91 | 54.45 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021230 | 0.50 | 69.87 | 34.93 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030113 | 0.50 | 82.76 | 41.38 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030127 | 0.50 | 96.85 | 48.42 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030210 | 0.50 | 109.34 | 54.67 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030224 | 0.50 | 143.02 | 71.51 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030310 | 0.50 | 89.64 | 44.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030324 | 0.50 | 86.96 | 43.48 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030407 | 0.50 | 68.97 | 34.48 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030421 | 0.50 | 90.53 | 45.26 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030505 | 0.50 | 56.15 | 28.07 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030519 | 0.50 | 107.43 | 53.71 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030602 | 0.50 | 80.84 | 40.42 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030616 | 0.50 | 103.27 | 51.63 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030630 | 0.50 | 92.91 | 46.45 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030714 | 0.50 | 116.95 | 58.47 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030728 | 0.50 | 82.82 | 41.41 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030811 | 0.50 | 85.97 | 42.98 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030825 | 0.50 | 99.57 | 49.78 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030908 | 0.50 | 72.93 | 36.46 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030922 | 0.50 | 88.28 | 44.14 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031006 | 0.50 | 72.79 | 36.39 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031020 | 0.50 | 65.59 | 32.79 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031103 | 0.50 | 67.29 | 33.64 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031117 | 0.50 | 77.67 | 38.83 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031201 | 0.50 | 56.84 | 28.42 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031215 | 0.50 | 72.09 | 36.04 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031229 | 0.50 | 91.58 | 45.79 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040112 | 0.50 | 47.92 | 23.96 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040126 | 0.50 | 75.56 | 37.78 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040209 | 0.50 | 99.72 | 49.86 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040223 | 0.50 | 112.98 | 56.49 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040308 | 0.50 | 109.31 | 54.65 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040322 | 0.50 | 129.64 | 64.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040405 | 0.50 | 136.00 | 68.00 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040419 | 0.50 | 121.94 | 60.97 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040503 | 0.50 | 115.78 | 57.89 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040517 | 0.50 | 118.51 | 59.25 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040531 | 0.50 | 110.40 | 55.20 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20011231 | 0.50 | 21.02 | 10.51 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020114 | 0.50 | 33.12 | 16.56 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020128 | 0.50 | 60.32 | 30.16 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020211 | 0.50 | 65.45 | 32.72 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020225 | 0.50 | 75.45 | 37.72 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020311 | 0.50 | 63.08 | 31.54 |

PLAINTIFF'S EXHIBIT F 3214

A - 1265
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: John Moultrie
SCDC NUMBER: 276527 NOV 08 2004
INSTITUTION: Lieber. Corr. Inst PP
HOUSING UNIT: Cooper A Room # 14
WORK ASSIGNMENT: PI 2

Office Use Only
Grievance No. LCI 0760-04
Code: General RW
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our wages. Adkins & Wicker further Allow this issue of payment of wages under SC code 24-3-430 to be grieved, pursuant to SCDC's grievance Procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney, Douglas Westbrook on 9-22-04.

John Moultrie 11-02-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

John Moultrie May 22, 2007
Grievant Signature Date

IGC Signature 5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3218

Ackerman 5-6-11 2854

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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MOULTRIE LCI-0760-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on October 29, 2001 and that your participation in this project ended on November 30, 2006.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance approximately three (3) years after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

John Moultrie, #276527,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07__-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that John Moultrie does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

John Moultrie
Appellant's Name

Lieber C.I.
P.O. Box 205
Mailing Address

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| JOHN MOULTRIE, #276527 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

DH Westbrook
Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0049-04
Code: General RN
Nelson
Adj. Com.
Class.
Date Received SEP 23 2004
IGC Initials LC

INMATE NAME: Matin Abdul Ali Mantaqim
SCDC NUMBER: 142282
INSTITUTION: Lieber
HOUSING UNIT: Wando A-122 ✓
WORK ASSIGNMENT: Dorm

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy; if Nelson Decree, specify which section of decree)

The department is asked to review and determine whether I am entitled to recieve back wages which by law are due to me from working at prison Industrie Program when they only payed me .35¢ an hour, and not under prevailing wage statute of South Carolina Code Ann. Sec. 24-3-430 (A-F). which is basis of my Grievance; applys and likewise. Note that under law the department is asked to pay prevailing wage. Not $4.00 an hour currently getting now from Williams Tech. as well as overtime rate of pay under Law.

ACTION REQUESTED: That inmates be paid prevailing wage and overtime rate of pay under Law, and that prevailing wage be paid.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Law suit was filed, and ordered by Court to file Grievance.

Matin Abdul Ali Mantaqim 9/23/04
Grievant Signature Date

INFORMAL RESOLUTION BY IGC:

See Warden's response.

J. Carylon 10/28/04
IGC Signature Date

☐ I accept the informal resolution and consider the matter closed.
☐ I do not accept the informal resolution. I wish to appeal to the Warden.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. April 1996) 3225

Ackerman 5-6-11 2861

WARDEN'S DECISION AND REASON:

See attachment.

☐ I accept
☒ I do not accept

Warden Signature Oct. 28, 04
Date

I hereby acknowledge receipt of the Warden's response. My signature in no way indicates my acceptance of the decision.

Martin A. McMontagne 11/2/04
Grievant Signature Date

IGC Signature 11-2-04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within seven (7) days of an alleged incident; Policy or Nelson at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the Regional Director within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Inmate M. Montaquim, # 174282 2C10A204

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF MATIN MUNTAGIM, #142282

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3579.30 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1265-1266; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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AMENDMENT TO GRIEVANCE OF MATIN MUNTAGIM, #142282

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3579.30 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1265-1266; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | MOTTS, JEFFERY | 233867 | W C 161 | 1 | 7/7/03 | 8/8/03 |
| MI 3 | MOULDER, MICHAEL G. | 299520 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| | MOULTRIE, ERIC | 232946 | C B 37 | 1 | 5/31/00 | 6/27/00 |
| MI 3 | MOULTRIE, JOHN | 276527 | C A 14 | 1 | 10/29/01 | 6/24/04 |
| | MULLINAX, JEFF | 265296 | C A 23 | 1 | 5/15/00 | 6/20/00 |
| MI 3 | MUNTAGIM, MATIN | 142282 | C B 1 | 1 | 11/30/01 | 6/26/03 |
| | MURDAUGH, JOHN | 276557 | C B 21 | 1 | 7/30/01 | 8/14/01 |
| MI 1B | MURPHY, ANTHONY | 295893 | C B 18 | 1 | 3/19/04 | 6/24/04 |
| MI 2 | MURPHY, GARY | 227711 | C B 63 | 2 | 12/19/01 | 12/11/02 |
| MI 2 | MURPHY, WILLIAM | 273785 | C B 25 | 2 | 6/20/02 | 11/13/02 |
| MI 3 | MURRAY, ANTHONY | 237867 | C A 16 | 1 | 6/26/03 | 6/24/04 |
| | MURRAY, JAMES | 165487 | C B 43 | 1 | 8/10/01 | 7/26/02 |
| MI 3 | MYERS, R. | 229315 | C A 0 | 0 | | 1/31/00 |
| | NEALY, DENNIS | 219981 | C B 27 | 2 | 7/10/01 | 9/11/01 |
| MI 3 | NELSON, ANTWAN | 261674 | M A 0 | 2 | 1/6/00 | 2/3/00 |
| MI 3 | NELSON, L. | 259352 | C A 0 | 0 | | 4/8/02 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 3 | 9/24/03 | 12/22/03 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 1 | 7/21/00 | 5/2/03 |
| | NELSON, SEAN | 141070 | S A 32 | 1 | 2/4/02 | 5/17/02 |
| | NESBITT, TERRY | 237599 | C B 24 | 1 | 2/23/01 | 4/10/01 |
| MI 2 | NEWMAN, RICHARD | 245321 | C A 45 | 1 | 9/9/99 | 10/31/02 |
| MI 3 | NEWTON, WAYMON | 250888 | A B 56 | 2 | 8/2/02 | 4/16/03 |
| | NOBLE, WALLACE | 145431 | C B 20 | 1 | 11/28/99 | 2/22/00 |
| | NOE, GEORGE | 244005 | E B 1 | 1 | 6/19/00 | 6/20/00 |
| MI 3 | NORRIS, ROBERT | 266101 | C B 60 | 1 | 6/13/00 | 6/26/03 |
| | O' NEAL, RAMON | 243420 | C B 18 | 1 | 10/5/01 | 12/13/01 |
| | O'KEEFE WILLIAM | 192896 | C 0 | 1 | 2/15/00 | 3/29/00 |
| ME 3 | O'NEAL, TRAVIS | 258349 | A A 33 | 2 | 9/16/02 | 10/4/02 |
| ME 3 | O'STEEN, JOHN | 262838 | A A 32 | 2 | 10/8/02 | 11/6/02 |
| MI 3 | OLIN, JOHN | 267997 | C A 24 | 1 | 6/27/03 | 10/29/03 |
| | OLIVER, CARLIS | 250716 | C 0 | 1 | 12/20/99 | 5/10/00 |
| | OLIVER, STANLEY | 192110 | C A 28 | 1 | 9/27/01 | 3/27/02 |
| | OLSEN, NORMAN | 136378 | M 0 | 1 | 1/26/00 | 4/5/00 |
| | OREE, KENNETH | 261407 | C X 0 | 1 | 10/19/99 | 12/29/99 |
| MI 3 | ORR, CHAUNCY | 177069 | C A 13 | 1 | 8/6/99 | 6/24/04 |
| | OSBORNE, HARRY | 180071 | C A 30 | 1 | 7/10/01 | 12/6/01 |
| MI 3 | OWENS, ANTHONY | 279893 | C B 20 | 1 | 4/5/02 | 12/16/02 |
| | OWENS, KEVIN | 232291 | M 0 | 0 | 7/20/00 | 6/6/01 |
| | OWENS, STEVEN | 268986 | C A 30 | 1 | 11/27/00 | 1/3/01 |
| MI 3 | PADDOCK, STEPHEN | 280103 | C B 9 | 1 | 12/20/01 | 3/12/04 |
| | PAIGE, RICHARD | 264821 | M X 0 | 2 | 9/13/00 | 8/29/01 |
| | PALMER, CLIFFORD | 211797 | C 0 | 1 | 10/1/99 | 1/5/00 |
| MI 3 | PALMER, MICHAEL | 279108 | C B 24 | 1 | 6/14/04 | 6/24/04 |
| | PALMER, MICHAEL | 279108 | S A 30 | 3 | 4/11/02 | 4/16/02 |
| | PANNELL, JOE | 89592 | C B 6 | 1 | 5/17/00 | 6/19/02 |
| | PARKS, MICHAEL | 233957 | M X 0 | 2 | 1/13/00 | 7/7/00 |

PLAINTIFF'S EXHIBIT A

A - 0790
June 2004

3231

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND ) LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C
3232

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

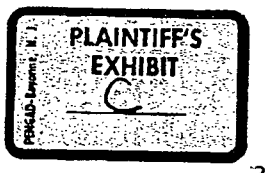
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner





| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 276527 | MOULTRIE | JOHN | HENRY | 20020715 | 0.50 | 102.00 | 51.00 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020729 | 0.50 | 113.19 | 56.59 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020812 | 0.50 | 121.53 | 60.76 |
| 276527 | MOULTRIE | JOHN | HENRY | 20020826 | 0.50 | 133.65 | 66.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021007 | 0.50 | 140.89 | 70.44 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021021 | 0.50 | 115.43 | 57.71 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021104 | 0.50 | 103.02 | 51.51 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021118 | 0.50 | 103.37 | 51.68 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021202 | 0.50 | 113.72 | 56.86 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021216 | 0.50 | 108.91 | 54.45 |
| 276527 | MOULTRIE | JOHN | HENRY | 20021230 | 0.50 | 69.87 | 34.93 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030113 | 0.50 | 82.76 | 41.38 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030127 | 0.50 | 96.85 | 48.42 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030210 | 0.50 | 109.34 | 54.67 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030224 | 0.50 | 143.02 | 71.51 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030310 | 0.50 | 89.64 | 44.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030324 | 0.50 | 86.96 | 43.48 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030407 | 0.50 | 68.97 | 34.48 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030421 | 0.50 | 90.53 | 45.26 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030505 | 0.50 | 56.15 | 28.07 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030519 | 0.50 | 107.43 | 53.71 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030602 | 0.50 | 80.84 | 40.42 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030616 | 0.50 | 103.27 | 51.63 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030630 | 0.50 | 92.91 | 46.45 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030714 | 0.50 | 116.95 | 58.47 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030728 | 0.50 | 82.82 | 41.41 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030811 | 0.50 | 85.97 | 42.98 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030825 | 0.50 | 99.57 | 49.78 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030908 | 0.50 | 72.93 | 36.46 |
| 276527 | MOULTRIE | JOHN | HENRY | 20030922 | 0.50 | 88.28 | 44.14 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031006 | 0.50 | 72.79 | 36.39 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031020 | 0.50 | 65.59 | 32.79 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031103 | 0.50 | 67.29 | 33.64 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031117 | 0.50 | 77.67 | 38.83 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031201 | 0.50 | 56.84 | 28.42 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031215 | 0.50 | 72.09 | 36.04 |
| 276527 | MOULTRIE | JOHN | HENRY | 20031229 | 0.50 | 91.58 | 45.79 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040112 | 0.50 | 47.92 | 23.96 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040126 | 0.50 | 75.56 | 37.78 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040209 | 0.50 | 99.72 | 49.86 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040223 | 0.50 | 112.98 | 56.49 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040308 | 0.50 | 109.31 | 54.65 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040322 | 0.50 | 129.64 | 64.82 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040405 | 0.50 | 136.00 | 68.00 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040419 | 0.50 | 121.94 | 60.97 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040503 | 0.50 | 115.78 | 57.89 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040517 | 0.50 | 118.51 | 59.25 |
| 276527 | MOULTRIE | JOHN | HENRY | 20040531 | 0.50 | 110.40 | 55.20 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20011231 | 0.50 | 21.02 | 10.51 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020114 | 0.50 | 33.12 | 16.56 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020128 | 0.50 | 60.32 | 30.16 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020211 | 0.50 | 65.45 | 32.72 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020225 | 0.50 | 75.45 | 37.72 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020311 | 0.50 | 63.08 | 31.54 |

PLAINTIFF'S EXHIBIT F

3234

A - 1265
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020325 | 0.50 | 80.20 | 40.10 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020408 | 0.50 | 76.70 | 38.35 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020422 | 0.50 | 81.66 | 40.83 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020506 | 0.50 | 81.58 | 40.79 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020520 | 0.50 | 76.42 | 38.21 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020603 | 0.50 | 72.42 | 36.21 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020617 | 0.50 | 108.05 | 54.02 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020701 | 0.50 | 104.28 | 52.14 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020715 | 0.50 | 85.08 | 42.54 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020729 | 0.50 | 90.63 | 45.31 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020812 | 0.50 | 91.13 | 45.56 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020826 | 0.50 | 102.05 | 51.02 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020909 | 0.50 | 84.78 | 42.39 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020923 | 0.50 | 106.70 | 53.35 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021007 | 0.50 | 108.09 | 54.04 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021021 | 0.50 | 98.58 | 49.29 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021104 | 0.50 | 101.43 | 50.71 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021118 | 0.50 | 103.88 | 51.94 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021202 | 0.50 | 89.82 | 44.91 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021216 | 0.50 | 101.80 | 50.90 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021230 | 0.50 | 63.02 | 31.51 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030113 | 0.50 | 82.93 | 41.46 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030127 | 0.50 | 147.41 | 73.70 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030210 | 0.50 | 105.94 | 52.97 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030224 | 0.50 | 100.08 | 50.04 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030310 | 0.50 | 111.06 | 55.53 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030324 | 0.50 | 91.94 | 45.97 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030407 | 0.50 | 116.23 | 58.11 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030421 | 0.50 | 117.50 | 58.75 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030505 | 0.50 | 62.68 | 31.34 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030519 | 0.50 | 126.43 | 63.21 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030602 | 0.50 | 95.74 | 47.87 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030616 | 0.50 | 116.88 | 58.44 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030630 | 0.50 | 77.74 | 38.87 |
| 276557 | MURDAUGH | JOHN | | 20010813 | 0.50 | 48.79 | 24.39 |
| 276557 | MURDAUGH | JOHN | | 20010827 | 0.50 | 45.22 | 22.61 |
| 295893 | MURPHY | ANTHONY | | 20040405 | 0.50 | 39.87 | 19.93 |
| 295893 | MURPHY | ANTHONY | | 20040405 | 0.50 | 17.50 | 8.75 |
| 295893 | MURPHY | ANTHONY | | 20040419 | 0.50 | 44.77 | 22.38 |
| 295893 | MURPHY | ANTHONY | | 20040503 | 0.50 | 50.90 | 25.45 |
| 295893 | MURPHY | ANTHONY | | 20040517 | 0.50 | 43.08 | 21.54 |
| 295893 | MURPHY | ANTHONY | | 20040531 | 0.50 | 49.02 | 24.51 |
| 295893 | MURPHY | ANTHONY | | 20040531 | 0.50 | 49.02 | 24.51 |
| 227711 | MURPHY | GARY | L. | 20020408 | 0.50 | 76.32 | 38.16 |
| 227711 | MURPHY | GARY | L. | 20020422 | 0.50 | 40.10 | 20.05 |
| 227711 | MURPHY | GARY | L. | 20020506 | 0.50 | 72.22 | 36.11 |
| 227711 | MURPHY | GARY | L. | 20020520 | 0.50 | 100.40 | 50.20 |
| 227711 | MURPHY | GARY | L. | 20020603 | 0.50 | 80.40 | 40.20 |
| 227711 | MURPHY | GARY | L. | 20020617 | 0.50 | 98.66 | 49.33 |
| 227711 | MURPHY | GARY | L. | 20020701 | 0.50 | 94.93 | 47.46 |
| 227711 | MURPHY | GARY | L. | 20020715 | 0.50 | 92.85 | 46.42 |
| 227711 | MURPHY | GARY | L. | 20020729 | 0.50 | 96.65 | 48.32 |
| 227711 | MURPHY | GARY | L. | 20020812 | 0.50 | 105.83 | 52.91 |
| 227711 | MURPHY | GARY | L. | 20020826 | 0.50 | 116.45 | 58.22 |

GAD-Bayonne, N. J.

PLAINTIFF'S EXHIBIT

F

3235

A - 1266
June 2004

Ackerman 5-6-11 2871

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3236

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 -2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3238

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Matin Abdula Ali Muntaqim
SCDC NUMBER: 142282
INSTITUTION: ~~Lieber~~ Corr. Inst. RCI NOV 04 2004
HOUSING UNIT: WAMDO-A122
WORK ASSIGNMENT: Dorm Worker

Office Use Only
Grievance No. LCI 0649-04
Code: General MV
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):
ADKINS & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our wages. ADKINS & Wicker further allow this issue of payment of wages under SC Code 24-3-930 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporates by referrance all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas H. Westbrook on 9-22-04

Matin A Ali Muntaqim 11/2/04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

Matin A.A. Muntaqim 5/18/07 M. L. Montague 5/18/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3239

Ackerman 5-6-11 2875

MONTAQIM LCI-0649-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on November 30, 2001 and that your participation in this project ended on June 26, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly three (3) years after SCDC first paid you for your participation in the project located at Lieber, nearly 15 months after your participation in the project at Lieber ended, and 30 days after our Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Matin Muntaqim, #142282,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Matin Muntaqim does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Matin Muntaqim
Appellant's Name
Ridgeland C.I.
P.O. Box 2039
Mailing Address
Ridgeland, SC 29936
City, State, Zip Code
none
Telephone Number

Signed
5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| MATIN MUNTAQIM, #142282 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Anthony Murphy INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 295893

INSTITUTION: Lieber Corr. Inst

HOUSING UNIT: Cooper-B-18

WORK ASSIGNMENT: P.I-2

Office Use Only

Grievance No. Lieber 0746-04

Code: General NA

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits document a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate for 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Williams et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certified a class action representing the class identified in Exh. A. On August 23, 2004 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Anthony Murphy
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal. 3245

N/A
Grievant Signature Date

Ackerman 5-6-11 2881

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature — Date: 11-2-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Jon A. Murphy, #295893 2010740-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 294.16 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1266; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

5-16-07

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-7-04
## INMATE GRIEVANCE FORM
### STEP 2

INMATE NAME: Murphy, Anthony

SCDC NUMBER: 295893 NOV 08 2004

INSTITUTION: Lieber Corr. Inst. PP

HOUSING UNIT: Cooper B-18

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI0740-04
Code: General mv
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Adkins and Wicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Anthony Murphy 11-3-0
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

M. Hall 5-14-07
Signature Date

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

5-16-07
Grievant Signature Date

MS Rachael Miller 5-16-07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3250

Ackerman 5-6-11 2886

MURPHY LCI-0740-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 3, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 30, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on March 19, 2004 and that your participation in this project ended on March 9, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over six (6) months after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

3252

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

3253

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

| | |
|---|---|
| Anthony Murphy, #295893<br><br>Appellant,<br><br>vs.<br><br>South Carolina Department of Corrections,<br><br>Respondent. | NOTICE OF APPEAL<br><br>DOCKET NO. _07___-ALJ-04-_____-____<br>GRIEVANCE NO.: _____ |

Notice is hereby given that Anthony Murphy does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-16-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.
2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.
3. Applying §13.1 to these facts violated due process.
4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.
5. Grievance proved all elements of claim for prevailing/negot. wages.
6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.
7. To extent Appellant worked OT he is entitled to it under SCDC policy
8. Appellant claims pre/post judgment interest, costs and attorney fees

Anthony Murphy
Appellant's Name
Evans C.I.
610 Hwy 9 West
Mailing Address
Bennettsville, SC 29512
City, State, Zip Code
none
Telephone Number

D H Westbrook
Signed
7-17-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3254

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| ANTHONY MURPHY, #295893 | ) | |
| | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 20th day of July, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D. H. Westbrook
Douglas H. Westbrook

3255

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

Anthony T Murray individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A *

INMATE NAME:

SCDC NUMBER: 237767

INSTITUTION: ~~LCI~~ Perry

HOUSING UNIT: C-A-U 68

WORK ASSIGNMENT: P.I-2 QIA-223

Office Use Only

Grievance No. Lieber 0209-04

Code: General NM

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 f 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits docume a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 3 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and empl ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F)

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate f 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the fu ture; all as determined from Exhibits A-H; and the time cards, pay stubs, ar other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, cost ~~and attorney fees.~~

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's hav verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which wa dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willi et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifi a class action representing the class identified in Exh. A. On August 23, 2C the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Anthony T Murray 9-27-

Grievant Signature / Date

ACTION TAKEN BY IGC:

See Warden's response.

IGC Signature 10/28/04 Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal.

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

3256

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2892

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Anthony Murray 5-17-07
Grievant Signature Date

A. Naeemah 5.15.07
~~IGC~~ IGA Signature Date

Seen by: M. Cecil, 5-17-07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3257

S/M A. Murray #237867 CI0709-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3258

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3259

MURRAY LCI-0709-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 27, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 26, 2003 and that you ended your participation in this project on April 18, 2005.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

3262

AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 294.16 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1266; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

AMENDMENT TO GRIEVANCE OF ANTHONY T. MURRAY, #237867

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2037.91 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Anthony Murray 2-12-05
(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1267; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.



Ackerman 5-6-11 2900

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | MOTTS, JEFFERY | 233867 | W C 161 | 1 | 7/7/03 | 8/8/03 |
| MI 3 | MOULDER, MICHAEL G. | 299520 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| | MOULTRIE, ERIC | 232946 | C B 37 | 1 | 5/31/00 | 6/27/00 |
| MI 3 | MOULTRIE, JOHN | 276527 | C A 14 | 1 | 10/29/01 | 6/24/04 |
| | MULLINAX, JEFF | 265296 | C A 23 | 1 | 5/15/00 | 6/20/00 |
| MI 3 | MUNTAGIM, MATIN | 142282 | C B 1 | 1 | 11/30/01 | 6/26/03 |
| | MURDAUGH, JOHN | 276557 | C B 21 | 1 | 7/30/01 | 8/14/01 |
| MI 1B | MURPHY, ANTHONY | 295893 | C B 18 | 1 | 3/19/04 | 6/24/04 |
| MI 2 | MURPHY, GARY | 227711 | C B 63 | 2 | 12/19/01 | 12/11/02 |
| MI 2 | MURPHY, WILLIAM | 273785 | C B 25 | 2 | 6/20/02 | 11/13/02 |
| MI 3 | MURRAY, ANTHONY | 237867 | C A 16 | 1 | 6/26/03 | 6/24/04 |
| | MURRAY, JAMES | 165487 | C B 43 | 1 | 8/10/01 | 7/26/02 |
| MI 3 | MYERS, R. | 229315 | C A 0 | 0 | | 1/31/00 |
| | NEALY, DENNIS | 219981 | C B 27 | 2 | 7/10/01 | 9/11/01 |
| MI 3 | NELSON, ANTWAN | 261674 | M A 0 | 2 | 1/6/00 | 2/3/00 |
| MI 3 | NELSON, L. | 259352 | C A 0 | 0 | | 4/8/02 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 3 | 9/24/03 | 12/22/03 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 1 | 7/21/00 | 5/2/03 |
| | NELSON, SEAN | 141070 | S A 32 | 1 | 2/4/02 | 5/17/02 |
| | NESBITT, TERRY | 237599 | C B 24 | 1 | 2/23/01 | 4/10/01 |
| MI 2 | NEWMAN, RICHARD | 245321 | C A 45 | 1 | 9/9/99 | 10/31/02 |
| MI 3 | NEWTON, WAYMON | 250888 | A B 56 | 2 | 3/2/02 | 4/16/03 |
| | NOBLE, WALLACE | 145431 | C B 20 | 1 | 11/28/99 | 2/22/00 |
| | NOE, GEORGE | 244005 | E B 1 | 1 | 6/19/00 | 6/20/00 |
| MI 3 | NORRIS, ROBERT | 266101 | C B 60 | 1 | 6/13/00 | 6/26/03 |
| | O' NEAL, RAMON | 243420 | C B 18 | 1 | 10/5/01 | 12/13/01 |
| | O'KEEFE WILLIAM | 192896 | C 0 | 1 | 2/15/00 | 3/29/00 |
| ME 3 | O'NEAL, TRAVIS | 258349 | A A 33 | 2 | 9/16/02 | 10/4/02 |
| ME 3 | O'STEEN, JOHN | 262838 | A A 32 | 2 | 10/8/02 | 11/6/02 |
| MI 3 | OLIN, JOHN | 267997 | C A 24 | 1 | 6/27/03 | 10/29/03 |
| | OLIVER, CARLIS | 250716 | C 0 | 1 | 12/20/99 | 5/10/00 |
| | OLIVER, STANLEY | 192110 | C A 28 | 1 | 9/27/01 | 3/27/02 |
| | OLSEN, NORMAN | 136378 | M 0 | 1 | 1/26/00 | 4/5/00 |
| | OREE, KENNETH | 261407 | C X 0 | 1 | 10/19/99 | 12/29/99 |
| MI 3 | ORR, CHAUNCY | 177069 | C A 13 | 1 | 8/6/99 | 6/24/04 |
| | OSBORNE, HARRY | 180071 | C A 30 | 1 | 7/10/01 | 12/6/01 |
| MI 3 | OWENS, ANTHONY | 279893 | C B 20 | 1 | 4/5/02 | 12/16/02 |
| | OWENS, KEVIN | 232291 | M 0 | 0 | 7/20/00 | 6/6/01 |
| | OWENS, STEVEN | 268986 | C A 30 | 1 | 11/27/00 | 1/3/01 |
| MI 3 | PADDOCK, STEPHEN | 280103 | C B 9 | 1 | 12/20/01 | 3/12/04 |
| | PAIGE, RICHARD | 264821 | M X 0 | 2 | 9/13/00 | 8/29/01 |
| | PALMER, CLIFFORD | 211797 | C 0 | 1 | 10/1/99 | 1/5/00 |
| MI 3 | PALMER, MICHAEL | 279108 | C B 24 | 1 | 6/14/04 | 6/24/04 |
| | PALMER, MICHAEL | 279108 | S A 30 | 3 | 4/11/02 | 4/16/02 |
| | PANNELL, JOE | 89592 | C B 6 | 1 | 5/17/00 | 6/19/02 |
| | PARKS, MICHAEL | 233957 | M X 0 | 2 | 1/13/00 | 7/7/00 |

PLAINTIFF'S EXHIBIT A

A - 0790
June 2004

3265

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

3266

A - 0081
June 2004

00021

Ackerman 5-6-11 2902

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020325 | 0.50 | 80.20 | 40.10 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020408 | 0.50 | 76.70 | 38.35 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020422 | 0.50 | 81.66 | 40.83 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020506 | 0.50 | 81.58 | 40.79 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020520 | 0.50 | 76.42 | 38.21 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020603 | 0.50 | 72.42 | 36.21 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020617 | 0.50 | 108.05 | 54.02 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020701 | 0.50 | 104.28 | 52.14 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020715 | 0.50 | 85.08 | 42.54 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020729 | 0.50 | 90.63 | 45.31 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020812 | 0.50 | 91.13 | 45.56 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020826 | 0.50 | 102.05 | 51.02 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020909 | 0.50 | 84.78 | 42.39 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20020923 | 0.50 | 106.70 | 53.35 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021007 | 0.50 | 108.09 | 54.04 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021021 | 0.50 | 98.58 | 49.29 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021104 | 0.50 | 101.43 | 50.71 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021118 | 0.50 | 103.88 | 51.94 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021202 | 0.50 | 89.82 | 44.91 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021216 | 0.50 | 101.80 | 50.90 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20021230 | 0.50 | 63.02 | 31.51 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030113 | 0.50 | 82.93 | 41.46 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030127 | 0.50 | 147.41 | 73.70 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030210 | 0.50 | 105.94 | 52.97 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030224 | 0.50 | 100.08 | 50.04 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030310 | 0.50 | 111.06 | 55.53 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030324 | 0.50 | 91.94 | 45.97 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030407 | 0.50 | 116.23 | 58.11 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030421 | 0.50 | 117.50 | 58.75 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030505 | 0.50 | 62.68 | 31.34 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030519 | 0.50 | 126.43 | 63.21 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030602 | 0.50 | 95.74 | 47.87 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030616 | 0.50 | 116.88 | 58.44 |
| 142282 | MUNTAQIM | MATIN | ABDUL ALI | 20030630 | 0.50 | 77.74 | 38.87 |
| 276557 | MURDAUGH | JOHN | | 20010813 | 0.50 | 48.79 | 24.39 |
| 276557 | MURDAUGH | JOHN | | 20010827 | 0.50 | 45.22 | 22.61 |
| 295893 | MURPHY | ANTHONY | | 20040405 | 0.50 | 39.87 | 19.93 |
| 295893 | MURPHY | ANTHONY | | 20040405 | 0.50 | 17.50 | 8.75 |
| 295893 | MURPHY | ANTHONY | | 20040419 | 0.50 | 44.77 | 22.38 |
| 295893 | MURPHY | ANTHONY | | 20040503 | 0.50 | 50.90 | 25.45 |
| 295893 | MURPHY | ANTHONY | | 20040517 | 0.50 | 43.08 | 21.54 |
| 295893 | MURPHY | ANTHONY | | 20040531 | 0.50 | 49.02 | 24.51 |
| 295893 | MURPHY | ANTHONY | | 20040531 | 0.50 | 49.02 | 24.51 |
| 227711 | MURPHY | GARY | L. | 20020408 | 0.50 | 76.32 | 38.16 |
| 227711 | MURPHY | GARY | L. | 20020422 | 0.50 | 40.10 | 20.05 |
| 227711 | MURPHY | GARY | L. | 20020506 | 0.50 | 72.22 | 36.11 |
| 227711 | MURPHY | GARY | L. | 20020520 | 0.50 | 100.40 | 50.20 |
| 227711 | MURPHY | GARY | L. | 20020603 | 0.50 | 80.40 | 40.20 |
| 227711 | MURPHY | GARY | L. | 20020617 | 0.50 | 98.66 | 49.33 |
| 227711 | MURPHY | GARY | L. | 20020701 | 0.50 | 94.93 | 47.46 |
| 227711 | MURPHY | GARY | L. | 20020715 | 0.50 | 92.85 | 46.42 |
| 227711 | MURPHY | GARY | L. | 20020729 | 0.50 | 96.65 | 48.32 |
| 227711 | MURPHY | GARY | L. | 20020812 | 0.50 | 105.83 | 52.91 |
| 227711 | MURPHY | GARY | L. | 20020826 | 0.50 | 116.45 | 58.22 |

PLAINTIFF'S EXHIBIT F

3268

A - 1266
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3269

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

Due 5-24-07

DO 5-25-07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

RECEIVED
MAY 29 2007
INMATE GRIEVANCE

Office Use Only
Grievance No. Lieber 0709-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received MAY 22 2007
IGC Initials MAC
✔ IGA - ABH 7-13-07

INMATE NAME: Anthony Murray
SCDC NUMBER: 237867
INSTITUTION: Perry
HOUSING UNIT: A-1-A-5.20 223
WORK ASSIGNMENT: Dorm Orderly

MAY 22 2007

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that § 24-3-430's wage provisions were "mandatory", and created a "statutory right to the payment of a prevailing wage". These cases further held that inmates can grieve SCDC's failur to pay prevailing wages under § 24-3-430, with review by the ALJ.

SCDC owes Grievant back wages, because it failed to pay prevaili wages prior to July 1, 2001, and $4/hour thereafter. And what it did pay was but a fraction of these amounts. Thus, the wage rate SCDC paid was not correct, and back wages are owed. Grievant incorporates by referen Exhibits A-H attached to grievances filed by Darrell Williams and counsel on September 22, 2004.

Anthony Murray 5-17-07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

Anthony Murray 8-3-07
Grievant Signature Date

IGC Signature 8/3/07 Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3272

Ackerman 5-6-11 2908

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

3273

MURRAY LCI-0790-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 17, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 6, 2003 and that your participation in this project ended on April 18, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.
Moreover, you filed your Step 1 grievance over 27 months after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13.1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3274

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Anthony Murray, #237867,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04-

GRIEVANCE NO.:

Notice is hereby given that Anthony Murray does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-3-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Anthony Murray
Appellant's Name
Perry C.I.
430 Oak Lawn
Mailing Address
Pelzer, SC 29669
City, State, Zip Code
none
Telephone Number

Signed

8-28-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| ANTHONY MURRAY, #237867 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 24th day of Sept., 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3276

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0610-04
Code: General NA
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials TC

INMATE NAME: James P. Murray
SCDC NUMBER: 165487
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: W-A-119
WORK ASSIGNMENT: Head Corn Keeper

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
The department is asked to review and determine, where I am entitled to receive back wages which by law are due to me from working at Prison Industries Program when they only paid me .35¢ per hour and not under Prevailing wage statute South Carolina Code Ann. Sec. 24-3430 (A-7) which is basis of my Grievance, applys and likewise note that under law the department is asked to pay at Prevailing wage not $4.00 per hour currently being paid to the department of Corrections from Williams Tech as well as overtime rate of pay under Law.

ACTION REQUESTED:
That inmate be paid Prevailing wage and overtime rate of Pay under law and that Prevailing wage be paid.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed and ordered to file Grievance By the Court.

James P. Murray 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

Darnota Jones Murray: See Warden's Response.

[signature] 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3277

DA
Grievant Signature Date

Ackerman 5-6-11 2913

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct. 27, 04 Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

James P. Murray 10-29-04
Grievant Signature Date

IGC Signature 10/29/04 Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Inmate James Murray, #163187 LCI0610-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3280

AMENDMENT TO GRIEVANCE OF JAMES P. MURRAY, #165487

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1781.80 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1267-1268; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| Inmate No | Last Name | First Name | Middle Name | Pay Date | Pay Hrs | Gross | Pay Amount |
|---|---|---|---|---|---|---|---|
| 227711 | MURPHY | GARY | L. | 20020909 | 0.50 | 101.25 | 50.62 |
| 227711 | MURPHY | GARY | L. | 20020923 | 0.50 | 125.70 | 62.85 |
| 227711 | MURPHY | GARY | L. | 20021007 | 0.50 | 108.48 | 54.24 |
| 227711 | MURPHY | GARY | L. | 20021021 | 0.50 | 57.05 | 28.52 |
| 227711 | MURPHY | GARY | L. | 20021104 | 0.50 | 82.73 | 41.36 |
| 227711 | MURPHY | GARY | L. | 20021118 | 0.50 | 44.29 | 22.14 |
| 227711 | MURPHY | GARY | L. | 20021202 | 0.50 | 57.90 | 28.95 |
| 227711 | MURPHY | GARY | L. | 20021216 | 0.50 | 41.58 | 20.79 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20020729 | 0.50 | 47.25 | 23.62 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20020812 | 0.50 | 43.42 | 21.71 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20020826 | 0.50 | 51.55 | 25.77 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20020909 | 0.50 | 48.17 | 24.08 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20020923 | 0.50 | 61.38 | 30.69 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20021007 | 0.50 | 88.10 | 44.05 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20021021 | 0.50 | 61.88 | 30.94 |
| 273785 | MURPHY | WILLIAM | CORNELL | 20021104 | 0.50 | 61.12 | 30.56 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20021118 | 0.50 | 48.07 | 24.03 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20030714 | 0.50 | 56.76 | 28.38 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20030728 | 0.50 | 47.31 | 23.65 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20030811 | 0.50 | 43.33 | 21.66 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20030825 | 0.50 | 48.09 | 24.04 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20030908 | 0.50 | 50.75 | 25.37 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20030922 | 0.50 | 66.20 | 33.10 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031006 | 0.50 | 62.12 | 31.06 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031020 | 0.50 | 74.94 | 37.47 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031103 | 0.50 | 81.68 | 40.84 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031117 | 0.50 | 69.16 | 34.58 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031201 | 0.50 | 73.48 | 36.74 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031215 | 0.50 | 80.40 | 40.20 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20031229 | 0.50 | 82.04 | 41.02 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040112 | 0.50 | 57.12 | 28.56 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040126 | 0.50 | 99.11 | 49.55 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040209 | 0.50 | 112.88 | 56.44 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040223 | 0.50 | 128.52 | 64.26 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040308 | 0.50 | 113.55 | 56.77 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040322 | 0.50 | 127.68 | 63.84 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040405 | 0.50 | 118.23 | 59.11 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040419 | 0.50 | 106.76 | 53.38 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040503 | 0.50 | 114.45 | 57.22 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040517 | 0.50 | 126.76 | 63.38 |
| 237867 | MURRAY | ANTHONY | TYRONE | 20040531 | 0.50 | 96.59 | 48.29 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20010827 | 0.50 | 46.64 | 23.32 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20010910 | 0.50 | 41.48 | 20.74 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20010924 | 0.50 | 46.66 | 23.33 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011008 | 0.50 | 94.52 | 47.26 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011022 | 0.50 | 66.93 | 33.46 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011105 | 0.50 | 65.63 | 32.81 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011119 | 0.50 | 72.95 | 36.47 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011203 | 0.50 | 73.03 | 36.51 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011217 | 0.50 | 93.22 | 46.61 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20011231 | 0.50 | 39.08 | 19.54 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020128 | 0.50 | 77.40 | 38.70 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020211 | 0.50 | 87.20 | 43.60 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020225 | 0.50 | 56.95 | 28.47 |

3282

PLAINTIFF'S EXHIBIT F

A - 1267
June 2004

| Number | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Earnings | Tax Withheld |
|---|---|---|---|---|---|---|---|
| 165487 | MURRAY | JAMES | PRESSLEY | 20020325 | 0.50 | 103.16 | 51.58 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020408 | 0.50 | 93.56 | 46.78 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020422 | 0.50 | 91.32 | 45.66 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020506 | 0.50 | 90.83 | 45.41 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020520 | 0.50 | 92.28 | 46.14 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020603 | 0.50 | 90.71 | 45.35 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020617 | 0.50 | 103.02 | 51.51 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020701 | 0.50 | 91.38 | 45.69 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020715 | 0.50 | 77.30 | 38.65 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020729 | 0.50 | 80.52 | 40.26 |
| 165487 | MURRAY | JAMES | PRESSLEY | 20020812 | 0.50 | 6.03 | 3.01 |
| 229315 | MYERS | ROBERT | LEE | 19991025 | 0.35 | 54.75 | 19.16 |
| 229315 | MYERS | ROBERT | LEE | 19991108 | 0.35 | 74.50 | 26.07 |
| 229315 | MYERS | ROBERT | LEE | 19991108 | 0.55 | 72.00 | 39.60 |
| 229315 | MYERS | ROBERT | LEE | 19991122 | 0.35 | 56.65 | 19.82 |
| 229315 | MYERS | ROBERT | LEE | 19991206 | 0.50 | 53.73 | 26.86 |
| 229315 | MYERS | ROBERT | LEE | 19991220 | 2.50 | 2.00 | 5.00 |
| 229315 | MYERS | ROBERT | LEE | 19991220 | 0.50 | 59.88 | 29.94 |
| 229315 | MYERS | ROBERT | LEE | 20000103 | 0.50 | 29.00 | 14.50 |
| 229315 | MYERS | ROBERT | LEE | 20000117 | 0.50 | 72.78 | 36.39 |
| 229315 | MYERS | ROBERT | LEE | 20000131 | 0.35 | 19.87 | 6.95 |
| 219981 | NEALY | DENNIS | | 20010716 | 0.50 | 5.69 | 2.84 |
| 261674 | NELSON | ANTWAN | LAMAR | 20000131 | 0.35 | 52.50 | 18.37 |
| 259352 | NELSON | LARRY | | 19990927 | 0.35 | 39.75 | 13.91 |
| 259352 | NELSON | LARRY | | 19990927 | 0.55 | 5.75 | 3.16 |
| 259352 | NELSON | LARRY | | 19991011 | 0.35 | 68.25 | 23.88 |
| 259352 | NELSON | LARRY | | 19991011 | 0.55 | 3.75 | 2.06 |
| 259352 | NELSON | LARRY | | 19991025 | 0.35 | 56.00 | 19.60 |
| 259352 | NELSON | LARRY | | 19991108 | 0.50 | 75.00 | 37.50 |
| 259352 | NELSON | LARRY | | 19991108 | 0.55 | 33.50 | 18.42 |
| 259352 | NELSON | LARRY | | 19991122 | 0.50 | 67.50 | 33.75 |
| 259352 | NELSON | LARRY | | 19991122 | 0.55 | 8.63 | 4.74 |
| 259352 | NELSON | LARRY | | 19991206 | 0.50 | 43.23 | 21.61 |
| 259352 | NELSON | LARRY | | 19991206 | 0.55 | 1.95 | 1.07 |
| 259352 | NELSON | LARRY | | 19991220 | 2.50 | 2.00 | 5.00 |
| 259352 | NELSON | LARRY | | 19991220 | 0.50 | 75.00 | 37.50 |
| 259352 | NELSON | LARRY | | 19991220 | 0.55 | 5.45 | 2.99 |
| 259352 | NELSON | LARRY | | 20000103 | 0.35 | 27.03 | 9.46 |
| 259352 | NELSON | LARRY | | 20000103 | 0.55 | 2.97 | 1.63 |
| 259352 | NELSON | LARRY | | 20000117 | 0.50 | 67.50 | 33.75 |
| 259352 | NELSON | LARRY | | 20000117 | 0.55 | 1.75 | 0.96 |
| 259352 | NELSON | LARRY | | 20000131 | 0.35 | 59.00 | 20.65 |
| 259352 | NELSON | LARRY | | 20000214 | 0.60 | 75.00 | 45.00 |
| 259352 | NELSON | LARRY | | 20000214 | 0.80 | 6.50 | 5.20 |
| 259352 | NELSON | LARRY | | 20000214 | 0.10 | 67.50 | 6.75 |
| 259352 | NELSON | LARRY | | 20000228 | 0.60 | 64.08 | 38.44 |
| 259352 | NELSON | LARRY | | 20000228 | 1.05 | 15.00 | 15.75 |
| 259352 | NELSON | LARRY | | 20000313 | 0.60 | 68.03 | 40.81 |
| 259352 | NELSON | LARRY | | 20000327 | 0.60 | 75.00 | 45.00 |
| 259352 | NELSON | LARRY | | 20000410 | 0.60 | 75.00 | 45.00 |
| 259352 | NELSON | LARRY | | 20000410 | 0.80 | 7.50 | 6.00 |
| 259352 | NELSON | LARRY | | 20000424 | 0.75 | 74.88 | 56.16 |
| 259352 | NELSON | LARRY | | 20000508 | 0.60 | 63.48 | 38.08 |
| 259352 | NELSON | LARRY | | 20000522 | 0.75 | 67.50 | 50.62 |

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: James P. Murray
SCDC NUMBER: 165487
INSTITUTION: Lieber Corr. Instit.
HOUSING UNIT: W-A-119
WORK ASSIGNMENT: Head Dorm Keeper

RECEIVED
NOV 05 2004
INMATE GRIEVANCE

Office Use Only
Grievance No. LCI 0610-04
Code: General NY
Policy
Disc. Hear.
Class.
Date Received 10-29-04
IGC Initials CC

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):
I disagree with the warden's decision because there are other prisons in the state of S.C. such as Ridgland Corr. and others, that pays at least min. wages. Williams Tech. is a private business, it is not ~~one~~ owned by S.C.D.C. Therefore I should be paid if not minimum wages then prevailing wages.

James P. Murray 10-29-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

Inmate released 2-1-06 GA-01.12 Section 19.1

Signature Date

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

Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3284

Ackerman 5-6-11 2920

Lieber PI Back Wage Claim Step 2 Reply

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| MURRAY, JAMES | 165487<br>RELEASED 2/1/06 | LCI-0610-04 |

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated October 29, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your participation in the prison industries project at Lieber first started on August 27, 2001 and ended August 12, 2002. Additionally, your pay records show that you experienced interruptions in your participation in this project from December 31, 2001 through January 28, 2002 and from February 25, 2002 through March 25, 2002.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| MURRAY, JAMES | 165487<br>RELEASED 2/1/06 | LCI-0610-04 |

Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over three (3) years after SCDC first paid you for your participation in the project located at Lieber, over two (2) years after concluded your participation in this project, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| MURRAY, JAMES | 165487<br>RELEASED 2/1/06 | LCI-0610-04 |

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to any claims you may have raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| MURRAY, JAMES | 165487<br>RELEASED 2/1/06 | LCI-0610-04 |

should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

James Pressley Murray, #165487,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 00-ALJ-04-_____-AP

Notice is hereby given that James Pressley Murray does hereby appeal the final decision of the South Carolina Department of Corrections dated 1-28-08 and received on 2-1-08, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. §1-23-380(A)(6)): Grievant seeks back wages contesting SCDC policy/procedure of paying below prevailing/negotiated wages and under §13.9 there was no time limit to file. Grievant had reasonable cause under §13.9 as right to grieve did not accrue until Adkins/Wicker and he filed within reasonable time. Applying §13.1 denied grievant reasonable time to file and thus due process. SCDC failed to plead §13.1 in step 1 and filed/considered Amendments/Exhibits on the merits and thus waived §13.1. Grievant proved all elements of claim and disputes work period(s) alleged by SCDC. Dr. Benich's report is the only evidence of prevailing wages in record and grievant is entitled to prevailing/negotiated wages. To extent grievant worked OT he is entitled to it under SCDC policy. Grievant claims pre/post judgment interest, costs and attorney fees. Darrell Williams' 9-22-04 grievance, and many others, was filed individually and on behalf of all inmates and SCDC should process grievance for all who worked in program regardless of filin

James Pressley Murray
Appellant's Name

(1) 253 Mary Scott Dr. (2) c/o Mr. Patrise Haynes 6961 South Kenwood
Mailing Address

(1) Goose Creek, SC 29445 (2) ~~Charleston, SC~~ 29406
City, State, Zip Code

569-3245 (H), 367-7165 (Bus.)
Telephone Number

3289

Signed

Dated: 2-6-08

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| JAMES PRESSLEY MURRAY, #165487 | ) | |
| | ) | |
| | ) | |
| GRIEVANT/APPELLANT, | ) | |
| | ) | |
| VS. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| RESPONDENT/APPELLEE. | ) | |
| | ) | |

I certify that on the 22nd day of Feb., , 2008, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
Edgar A. Brown Building
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to Directive to SCDC Policy GA-01.12, §4.3, effective Jan. 30, 2008, to:

South Carolina Department of Corrections
Office of General Counsel
P.O. Box 21787
Columbia, SC 29221-1787

Douglas H. Westbrook

3290

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Robert Norris
SCDC NUMBER: 266101
INSTITUTION: Lieber Corr. Inst
HOUSING UNIT: ~~Cooper B-60~~ EA15
WORK ASSIGNMENT: WardKeeper

Office Use Only
Grievance No. Lieber 0618-04
Code: General mg
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The department is asked to review and determine whether I am entitled to recieve back wages due to me from working at Lieber Prison Industry Program when they only paid me .35 cents an hour and not Prevailing wage as required under South Carolina Code Ann. Sec 24-3-430 (A-7) as well as fact that from 1998-03 they denied me Prevailing Wage

ACTION REQUESTED:

All money due to me be Paid at Prevailing Wage and overtime rate and Prevailing Wage be Paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit was filed ordered to file Grievance by court Wicker v SCDC. Adkins v. SCDC

Robert Norris 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carrington 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3291

N/A
Grievant Signature Date

SCDC 10.5 (Rev. November 1997)

Ackerman 5-6-11 2927

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct. 28, 04
Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Robert Morris 10-29-2004
Grievant Signature Date

IGC Signature 10/29/04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3292

Inmate R. Norris, # 266101 LCI 0618-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3294

AMENDMENT TO GRIEVANCE OF ROBERT NORRIS, #266101

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 1312.02 hours in 2000 at $10.66 per hour; 1377.35 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5310.91 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Robert Norris 1-5-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1273-1275; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3295

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | MOTTS, JEFFERY | 233867 | W C 161 | 1 | 7/7/03 | 8/8/03 |
| MI 3 | MOULDER, MICHAEL G. | 299520 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| | MOULTRIE, ERIC | 232946 | C B 37 | 1 | 5/31/00 | 6/27/00 |
| MI 3 | MOULTRIE, JOHN | 276527 | C A 14 | 1 | 10/29/01 | 6/24/04 |
| | MULLINAX, JEFF | 265296 | C A 23 | 1 | 5/15/00 | 6/20/00 |
| MI 3 | MUNTAGIM, MATIN | 142282 | C B 1 | 1 | 11/30/01 | 6/26/03 |
| | MURDAUGH, JOHN | 276557 | C B 21 | 1 | 7/30/01 | 8/14/01 |
| MI 1B | MURPHY, ANTHONY | 295893 | C B 18 | 1 | 3/19/04 | 6/24/04 |
| MI 2 | MURPHY, GARY | 227711 | C B 63 | 2 | 12/19/01 | 12/11/02 |
| MI 2 | MURPHY, WILLIAM | 273785 | C B 25 | 2 | 6/20/02 | 11/13/02 |
| MI 3 | MURRAY, ANTHONY | 237867 | C A 16 | 1 | 6/26/03 | 6/24/04 |
| | MURRAY, JAMES | 165487 | C B 43 | 1 | 8/10/01 | 7/26/02 |
| MI 3 | MYERS, R. | 229315 | C A 0 | 0 | | 1/31/00 |
| | NEALY, DENNIS | 219981 | C B 27 | 2 | 7/10/01 | 9/11/01 |
| MI 3 | NELSON, ANTWAN | 261674 | M A 0 | 2 | 1/6/00 | 2/3/00 |
| MI 3 | NELSON, L. | 259352 | C A 0 | 0 | | 4/8/02 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 3 | 9/24/03 | 12/22/03 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 1 | 7/21/00 | 5/2/03 |
| | NELSON, SEAN | 141070 | S A 32 | 1 | 2/4/02 | 5/17/02 |
| | NESBITT, TERRY | 237599 | C B 24 | 1 | 2/23/01 | 4/10/01 |
| MI 2 | NEWMAN, RICHARD | 245321 | C A 45 | 1 | 9/9/99 | 10/31/02 |
| MI 3 | NEWTON, WAYMON | 250888 | A B 56 | 2 | 8/2/02 | 4/16/03 |
| | NOBLE, WALLACE | 145431 | C B 20 | 1 | 11/28/99 | 2/22/00 |
| | NOE, GEORGE | 244005 | E B 1 | 1 | 6/19/00 | 6/20/00 |
| MI 3 | NORRIS, ROBERT | 266101 | C B 60 | 1 | 6/13/00 | 6/26/03 |
| | O' NEAL, RAMON | 243420 | C B 18 | 1 | 10/5/01 | 12/13/01 |
| | O'KEEFE WILLIAM | 192896 | C 0 | 1 | 2/15/00 | 3/29/00 |
| ME 3 | O'NEAL, TRAVIS | 258349 | A A 33 | 2 | 9/16/02 | 10/4/02 |
| ME 3 | O'STEEN, JOHN | 262838 | A A 32 | 2 | 10/8/02 | 11/6/02 |
| MI 3 | OLIN, JOHN | 267997 | C A 24 | 1 | 6/27/03 | 10/29/03 |
| | OLIVER, CARLIS | 250716 | C 0 | 1 | 12/20/99 | 5/10/00 |
| | OLIVER, STANLEY | 192110 | C A 28 | 1 | 9/27/01 | 3/27/02 |
| | OLSEN, NORMAN | 136378 | M 0 | 1 | 1/26/00 | 4/5/00 |
| | OREE, KENNETH | 261407 | C X 0 | 1 | 10/19/99 | 12/29/99 |
| MI 3 | ORR, CHAUNCY | 177069 | C A 13 | 1 | 8/6/99 | 6/24/04 |
| | OSBORNE, HARRY | 180071 | C A 30 | 1 | 7/10/01 | 12/6/01 |
| MI 3 | OWENS, ANTHONY | 279893 | C B 20 | 1 | 4/5/02 | 12/16/02 |
| | OWENS, KEVIN | 232291 | M 0 | 0 | 7/20/00 | 6/6/01 |
| | OWENS, STEVEN | 268986 | C A 30 | 1 | 11/27/00 | 1/3/01 |
| MI 3 | PADDOCK, STEPHEN | 280103 | C B 9 | 1 | 12/20/01 | 3/12/04 |
| | PAIGE, RICHARD | 264821 | M X 0 | 2 | 9/13/00 | 8/29/01 |
| | PALMER, CLIFFORD | 211797 | C 0 | 1 | 10/1/99 | 1/5/00 |
| MI 3 | PALMER, MICHAEL | 279108 | C B 24 | 1 | 6/14/04 | 6/24/04 |
| | PALMER, MICHAEL | 279108 | S A 30 | 3 | 4/11/02 | 4/16/02 |
| | PANNELL, JOE | 89592 | C B 6 | 1 | 5/17/00 | 6/19/02 |
| | PARKS, MICHAEL | 233957 | M X 0 | 2 | 1/13/00 | 7/7/00 |

PLAINTIFF'S EXHIBIT A

A - 0790
June 2004

3296

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor.. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C
A - 0086
June 2004
00026
3298
Ackerman 5-6-11 2934

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 245321 | NEWMAN | RICHARD | | 20020826 | 0.50 | 112.73 | 56.36 |
| 245321 | NEWMAN | RICHARD | | 20020909 | 0.50 | 104.53 | 52.26 |
| 245321 | NEWMAN | RICHARD | | 20020923 | 0.50 | 117.95 | 58.97 |
| 245321 | NEWMAN | RICHARD | | 20021007 | 0.50 | 121.45 | 60.72 |
| 245321 | NEWMAN | RICHARD | | 20021021 | 0.50 | 112.90 | 56.45 |
| 245321 | NEWMAN | RICHARD | | 20021104 | 0.50 | 54.44 | 27.22 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990816 | 0.35 | 54.75 | 19.16 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990816 | 0.55 | 6.25 | 3.43 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990830 | 0.35 | 77.50 | 27.12 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990830 | 0.55 | 2.50 | 1.37 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990913 | 0.35 | 69.00 | 24.15 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990913 | 0.55 | 2.50 | 1.37 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990927 | 0.35 | 44.50 | 15.57 |
| 250888 | NEWTON | WAYMON | EUGENE | 19990927 | 0.55 | 2.00 | 1.10 |
| 250888 | NEWTON | WAYMON | EUGENE | 19991011 | 0.35 | 28.50 | 9.97 |
| 250888 | NEWTON | WAYMON | EUGENE | 20020826 | 0.50 | 49.72 | 24.86 |
| 250888 | NEWTON | WAYMON | EUGENE | 20020909 | 0.50 | 35.97 | 17.98 |
| 250888 | NEWTON | WAYMON | EUGENE | 20020923 | 0.50 | 43.61 | 21.80 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021007 | 0.50 | 65.25 | 32.62 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021021 | 0.50 | 88.08 | 44.04 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021104 | 0.50 | 60.00 | 30.00 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021118 | 0.50 | 32.41 | 16.20 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021202 | 0.50 | 47.53 | 23.76 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021216 | 0.50 | 61.90 | 30.95 |
| 250888 | NEWTON | WAYMON | EUGENE | 20021230 | 0.50 | 28.30 | 14.15 |
| 250888 | NEWTON | WAYMON | EUGENE | 20030113 | 0.50 | 39.32 | 19.66 |
| 250888 | NEWTON | WAYMON | EUGENE | 20030127 | 0.50 | 50.86 | 25.43 |
| 250888 | NEWTON | WAYMON | EUGENE | 20030210 | 0.50 | 59.72 | 29.86 |
| 250888 | NEWTON | WAYMON | EUGENE | 20030224 | 0.50 | 54.98 | 27.49 |
| 250888 | NEWTON | WAYMON | EUGENE | 20030310 | 0.50 | 45.20 | 22.60 |
| 250888 | NEWTON | WAYMON | EUGENE | 20030324 | 0.50 | 50.15 | 25.07 |
| 145431 | NOBLE | WALLACE | BERNARD | 19991206 | 0.35 | 33.02 | 11.55 |
| 145431 | NOBLE | WALLACE | BERNARD | 19991220 | 2.50 | 2.00 | 5.00 |
| 145431 | NOBLE | WALLACE | BERNARD | 19991220 | 0.35 | 74.43 | 26.05 |
| 244005 | NOE | GEORGE | R. | 19991025 | 0.35 | 49.00 | 17.15 |
| 244005 | NOE | GEORGE | R. | 19991108 | 0.35 | 35.00 | 12.25 |
| 244005 | NOE | GEORGE | R. | 19991122 | 0.35 | 32.50 | 11.37 |
| 244005 | NOE | GEORGE | R. | 19991206 | 0.35 | 32.72 | 11.45 |
| 244005 | NOE | GEORGE | R. | 19991220 | 2.50 | 2.00 | 5.00 |
| 244005 | NOE | GEORGE | R. | 20000327 | 0.35 | 25.82 | 9.03 |
| 244005 | NOE | GEORGE | R. | 20000327 | 0.80 | 7.50 | 6.00 |
| 244005 | NOE | GEORGE | R. | 20000410 | 0.35 | 56.68 | 19.83 |
| 244005 | NOE | GEORGE | R. | 20000410 | 0.80 | 6.00 | 4.80 |
| 244005 | NOE | GEORGE | R. | 20000424 | 0.35 | 22.92 | 8.02 |
| 266101 | NORRIS | ROBERT | | 20000731 | 0.50 | 126.22 | 63.11 |
| 266101 | NORRIS | ROBERT | | 20000814 | 0.50 | 97.53 | 48.76 |
| 266101 | NORRIS | ROBERT | | 20000828 | 0.50 | 118.38 | 59.19 |
| 266101 | NORRIS | ROBERT | | 20000911 | 0.50 | 86.35 | 43.17 |
| 266101 | NORRIS | ROBERT | | 20000925 | 0.50 | 129.28 | 64.64 |
| 266101 | NORRIS | ROBERT | | 20001009 | 0.50 | 129.32 | 64.66 |
| 266101 | NORRIS | ROBERT | | 20001023 | 0.50 | 144.09 | 72.04 |
| 266101 | NORRIS | ROBERT | | 20001106 | 0.50 | 126.03 | 63.01 |
| 266101 | NORRIS | ROBERT | | 20001120 | 0.50 | 104.16 | 52.08 |
| 266101 | NORRIS | ROBERT | | 20001204 | 0.50 | 67.42 | 33.71 |

KGAD-Bergen, N. J.

PLAINTIFF'S EXHIBIT F

3299

A - 1273
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 266101 | NORRIS | ROBERT | | 20001218 | 0.50 | 140.52 | 70.26 |
| 266101 | NORRIS | ROBERT | | 20010101 | 0.50 | 42.72 | 21.36 |
| 266101 | NORRIS | ROBERT | | 20010115 | 0.50 | 116.30 | 58.15 |
| 266101 | NORRIS | ROBERT | | 20010129 | 0.50 | 119.30 | 59.65 |
| 266101 | NORRIS | ROBERT | | 20010212 | 0.50 | 113.43 | 56.71 |
| 266101 | NORRIS | ROBERT | | 20010226 | 0.50 | 105.42 | 52.71 |
| 266101 | NORRIS | ROBERT | | 20010312 | 0.50 | 126.75 | 63.37 |
| 266101 | NORRIS | ROBERT | | 20010326 | 0.50 | 120.93 | 60.46 |
| 266101 | NORRIS | ROBERT | | 20010409 | 0.50 | 81.73 | 40.86 |
| 266101 | NORRIS | ROBERT | | 20010423 | 0.50 | 92.75 | 46.37 |
| 266101 | NORRIS | ROBERT | | 20010507 | 0.50 | 112.16 | 56.08 |
| 266101 | NORRIS | ROBERT | | 20010521 | 0.50 | 139.40 | 69.70 |
| 266101 | NORRIS | ROBERT | | 20010604 | 0.50 | 79.99 | 39.99 |
| 266101 | NORRIS | ROBERT | | 20010618 | 0.50 | 99.09 | 49.54 |
| 266101 | NORRIS | ROBERT | | 20010702 | 0.50 | 70.10 | 35.05 |
| 266101 | NORRIS | ROBERT | | 20010716 | 0.50 | 109.17 | 54.58 |
| 266101 | NORRIS | ROBERT | | 20010730 | 0.50 | 104.52 | 52.26 |
| 266101 | NORRIS | ROBERT | | 20010813 | 0.50 | 132.16 | 66.08 |
| 266101 | NORRIS | ROBERT | | 20010827 | 0.50 | 129.42 | 64.71 |
| 266101 | NORRIS | ROBERT | | 20010910 | 0.50 | 131.25 | 65.62 |
| 266101 | NORRIS | ROBERT | | 20010924 | 0.50 | 123.98 | 61.99 |
| 266101 | NORRIS | ROBERT | | 20011008 | 0.50 | 162.92 | 81.46 |
| 266101 | NORRIS | ROBERT | | 20011022 | 0.50 | 136.36 | 68.18 |
| 266101 | NORRIS | ROBERT | | 20011105 | 0.50 | 110.87 | 55.43 |
| 266101 | NORRIS | ROBERT | | 20011119 | 0.50 | 102.73 | 51.36 |
| 266101 | NORRIS | ROBERT | | 20011203 | 0.50 | 25.24 | 12.62 |
| 266101 | NORRIS | ROBERT | | 20011217 | 0.50 | 57.56 | 28.78 |
| 266101 | NORRIS | ROBERT | | 20011231 | 0.50 | 60.91 | 30.45 |
| 266101 | NORRIS | ROBERT | | 20020114 | 0.50 | 69.33 | 34.66 |
| 266101 | NORRIS | ROBERT | | 20020128 | 0.50 | 64.16 | 32.08 |
| 266101 | NORRIS | ROBERT | | 20020211 | 0.50 | 74.86 | 37.43 |
| 266101 | NORRIS | ROBERT | | 20020225 | 0.50 | 117.99 | 58.99 |
| 266101 | NORRIS | ROBERT | | 20020311 | 0.50 | 97.70 | 48.85 |
| 266101 | NORRIS | ROBERT | | 20020325 | 0.50 | 113.61 | 56.80 |
| 266101 | NORRIS | ROBERT | | 20020408 | 0.50 | 102.46 | 51.23 |
| 266101 | NORRIS | ROBERT | | 20020422 | 0.50 | 102.60 | 51.30 |
| 266101 | NORRIS | ROBERT | | 20020506 | 0.50 | 122.99 | 61.49 |
| 266101 | NORRIS | ROBERT | | 20020520 | 0.50 | 123.55 | 61.77 |
| 266101 | NORRIS | ROBERT | | 20020603 | 0.50 | 101.32 | 50.66 |
| 266101 | NORRIS | ROBERT | | 20020617 | 0.50 | 123.41 | 61.70 |
| 266101 | NORRIS | ROBERT | | 20020701 | 0.50 | 135.04 | 67.52 |
| 266101 | NORRIS | ROBERT | | 20020715 | 0.50 | 96.64 | 48.32 |
| 266101 | NORRIS | ROBERT | | 20020729 | 0.50 | 91.74 | 45.87 |
| 266101 | NORRIS | ROBERT | | 20020812 | 0.50 | 120.86 | 60.43 |
| 266101 | NORRIS | ROBERT | | 20020826 | 0.50 | 105.90 | 52.95 |
| 266101 | NORRIS | ROBERT | | 20020909 | 0.50 | 126.24 | 63.12 |
| 266101 | NORRIS | ROBERT | | 20020923 | 0.50 | 135.46 | 67.73 |
| 266101 | NORRIS | ROBERT | | 20021007 | 0.50 | 122.04 | 61.02 |
| 266101 | NORRIS | ROBERT | | 20021021 | 0.50 | 133.66 | 66.83 |
| 266101 | NORRIS | ROBERT | | 20021104 | 0.50 | 135.26 | 67.63 |
| 266101 | NORRIS | ROBERT | | 20021118 | 0.50 | 123.30 | 61.65 |
| 266101 | NORRIS | ROBERT | | 20021202 | 0.50 | 76.64 | 38.32 |
| 266101 | NORRIS | ROBERT | | 20021216 | 0.50 | 91.54 | 45.77 |
| 266101 | NORRIS | ROBERT | | 20021230 | 0.50 | 44.91 | 22.45 |



3300

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 266101 | NORRIS | ROBERT | | 20030113 | 0.50 | 67.72 | 33.86 |
| 266101 | NORRIS | ROBERT | | 20030127 | 0.50 | 90.58 | 45.29 |
| 266101 | NORRIS | ROBERT | | 20030210 | 0.50 | 95.76 | 47.88 |
| 266101 | NORRIS | ROBERT | | 20030224 | 0.50 | 114.70 | 57.35 |
| 266101 | NORRIS | ROBERT | | 20030310 | 0.50 | 114.39 | 57.19 |
| 266101 | NORRIS | ROBERT | | 20030324 | 0.50 | 104.36 | 52.18 |
| 266101 | NORRIS | ROBERT | | 20030407 | 0.50 | 99.95 | 49.97 |
| 266101 | NORRIS | ROBERT | | 20030421 | 0.50 | 99.31 | 49.65 |
| 266101 | NORRIS | ROBERT | | 20030505 | 0.50 | 76.05 | 38.02 |
| 266101 | NORRIS | ROBERT | | 20030519 | 0.50 | 88.03 | 44.01 |
| 266101 | NORRIS | ROBERT | | 20030602 | 0.50 | 83.03 | 41.51 |
| 266101 | NORRIS | ROBERT | | 20030616 | 0.50 | 81.22 | 40.61 |
| 266101 | NORRIS | ROBERT | | 20030630 | 0.50 | 55.51 | 27.75 |
| 267997 | OLIN | JOHN | C. | 20030714 | 0.50 | 24.43 | 12.21 |
| 267997 | OLIN | JOHN | C. | 20030728 | 0.50 | 43.93 | 21.96 |
| 267997 | OLIN | JOHN | C. | 20030811 | 0.50 | 43.16 | 21.58 |
| 267997 | OLIN | JOHN | C. | 20030825 | 0.50 | 47.97 | 23.98 |
| 267997 | OLIN | JOHN | C. | 20030908 | 0.50 | 48.67 | 24.33 |
| 267997 | OLIN | JOHN | C. | 20030922 | 0.50 | 59.93 | 29.96 |
| 267997 | OLIN | JOHN | C. | 20031006 | 0.50 | 55.52 | 27.76 |
| 267997 | OLIN | JOHN | C. | 20031020 | 0.50 | 59.58 | 29.79 |
| 267997 | OLIN | JOHN | C. | 20031103 | 0.50 | 55.98 | 27.99 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000117 | 0.55 | 7.50 | 4.12 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000117 | 0.35 | 59.35 | 20.77 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000117 | 0.55 | 0.70 | 0.38 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000117 | 0.50 | 15.00 | 7.50 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000131 | 0.50 | 64.35 | 32.17 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000131 | 0.15 | 59.35 | 8.90 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000214 | 0.35 | 53.05 | 18.56 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000228 | 0.50 | 67.50 | 33.75 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000228 | 1.05 | 15.00 | 15.75 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000313 | 0.50 | 75.00 | 37.50 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000327 | 0.50 | 70.43 | 35.21 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000410 | 0.50 | 75.00 | 37.50 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000424 | 0.50 | 75.00 | 37.50 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000424 | 0.55 | 38.50 | 21.17 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000424 | 0.25 | 7.00 | 1.75 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000508 | 0.50 | 75.00 | 37.50 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000508 | 0.55 | 14.62 | 8.04 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000508 | 0.25 | 7.05 | 1.76 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000522 | 0.35 | 16.75 | 5.86 |
| 250716 | OLIVER | CARLIS | WAYNE | 20000522 | 0.25 | 2.18 | 0.54 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20011022 | 0.50 | 54.18 | 27.09 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20011105 | 0.50 | 40.39 | 20.19 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20011119 | 0.50 | 25.79 | 12.89 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20011203 | 0.50 | 7.84 | 3.92 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20011217 | 0.50 | 14.53 | 7.26 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20011231 | 0.50 | 19.48 | 9.74 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20020114 | 0.50 | 53.92 | 26.96 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20020128 | 0.50 | 34.88 | 17.44 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20020211 | 0.50 | 90.36 | 45.18 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20020225 | 0.50 | 76.89 | 38.44 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20020311 | 0.50 | 97.24 | 48.62 |
| 192110 | OLIVER | STANLEY | RASHEEM | 20020325 | 0.50 | 95.34 | 47.67 |

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

PLAINTIFF'S EXHIBIT H

3302

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

3303

**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

2

7/29/10

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
## INMATE GRIEVANCE FORM
### STEP 2

INMATE NAME: Robert Norris

SCDC NUMBER: 266101

INSTITUTION: ~~Lieber CI~~ Lee — NOV. 2, 04 PP

HOUSING UNIT: Evista A-15

WORK ASSIGNMENT: N/A

Office Use Only
Grievance No. LCI 0618-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received NOV 02 2004
IGC Initials LC

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

I am appealing this to the Responsible official at SCDC Headquarters. First, I disagree with the Wardens response and believe it to be inaccurate as a matter of law and policy. Secondly, since this issue involves questions of policy and law which are beyond the scope of the Warden's position and authority, I respectfully request that this appeal be forwarded directly to the person responsible at Headquarters for answering this issue

Robert Norris 11-1-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

6-19-07
Signature Date

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

Robert Norris 6-29-07
Grievant Signature Date

C. Jones 6/29/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3305

Response to Step 2

NORRIS LCI-0618-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 1, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your first voluntary work assignment in the prison industries project at Lieber began on June 15, 2000 and ended June 20, 2003. Additionally, these records reflect that you returned to this project for a second work assignment that began March 2, 2005 and ended September 19, 2005 and, finally that you returned to this project for a third work assignment that began on June 13, 2006 and ended on September 22, 2006.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

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NORRIS LCI-0618-04

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over four (4) years after SCDC first paid you for the labor you provided to the project located at Lieber during your first work assignment there and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

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Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

| | |
|---|---|
| Robert Norris, #266101<br><br>Appellant,<br><br>vs.<br><br>South Carolina Department of Corrections,<br><br>Respondent. | NOTICE OF APPEAL<br><br>DOCKET NO. _07__-ALJ-04-_____-____<br>GRIEVANCE NO.: _____ |

Notice is hereby given that Robert Norris does hereby appeal the final decision of the South Carolina Department of Corrections dated not known and received on not known, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.
2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.
3. Applying §13.1 to these facts violated due process.
4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.
5. Grievance proved all elements of claim for prevailing/negot. wages.
6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.
7. To extent Appellant worked OT he is entitled to it under SCDC policy
8. Appellant claims pre/post judgment interest, costs and attorney fees

Robert Norris
Appellant's Name
Lee C.I.
990 Wisacky Hwy
Mailing Address
Bishopville, SC 29010
City, State, Zip Code
none
Telephone Number

Signed
7-19-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| ROBERT NORRIS, #266101 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 20th day of July, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D H Westbrook
Douglas H. Westbrook



Ackerman 5-6-11 2946

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

CHAUNCYE. ORR JNMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A * STEP 1

INMATE NAME:

SCDC NUMBER: 177069

INSTITUTION: Lieber

HOUSING UNIT: Cooper Unit, Room #A-13

WORK ASSIGNMENT: P.I. #2

Office Use Only
Grievance No. Lieber-0924/04
Code: General RM
Policy
Disc. Hear.
Class. SEP 30 2004
Date Received
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 f 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits docume a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 3 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and empl ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F)

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate f 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the fu ture; all as determined from Exhibits A-H; and the time cards, pay stubs, an other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, cost and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's hav verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which wa dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willi et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifi a class action representing the class identified in Exh. A. On August 23, 20 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Chauncye E. Orr 09/27/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev November 1997)

3311 (CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2947

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature — Date: 11/03/04

IGC Signature — Date: 11/3/04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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J/M C. Orr, #177069 LCI 0724-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3314

AMENDMENT TO GRIEVANCE OF CHAUNCY ORR, #177069

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for 889.75 hours in 1999 at $9.68 per hour; 3553.29 hours in 2000 at $10.66 per hour; 1955.15 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 12,550.61 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Chauncy R. Orr (Grievant's Signature) 02/04/06 (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1276-1279; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3315

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | MOTTS, JEFFERY | 233867 | WC161 | 1 | 7/7/03 | 8/8/03 |
| MI 3 | MOULDER, MICHAEL G. | 299520 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| | MOULTRIE, ERIC | 232946 | C B 37 | 1 | 5/31/00 | 6/27/00 |
| MI 3 | MOULTRIE, JOHN | 276527 | C A 14 | 1 | 10/29/01 | 6/24/04 |
| | MULLINAX, JEFF | 265296 | C A 23 | 1 | 5/15/00 | 6/20/00 |
| MI 3 | MUNTAGIM, MATIN | 142282 | C B 1 | 1 | 11/30/01 | 6/26/03 |
| | MURDAUGH, JOHN | 276557 | C B 21 | 1 | 7/30/01 | 8/14/01 |
| MI 1B | MURPHY, ANTHONY | 295893 | C B 18 | 1 | 3/19/04 | 6/24/04 |
| MI 2 | MURPHY, GARY | 227711 | C B 63 | 2 | 12/19/01 | 12/11/02 |
| MI 2 | MURPHY, WILLIAM | 273785 | C B 25 | 2 | 6/20/02 | 11/13/02 |
| MI 3 | MURRAY, ANTHONY | 237867 | C A 16 | 1 | 6/26/03 | 6/24/04 |
| | MURRAY, JAMES | 165487 | C B 43 | 1 | 8/10/01 | 7/26/02 |
| MI 3 | MYERS, R. | 229315 | C A 0 | 0 | | 1/31/00 |
| | NEALY, DENNIS | 219981 | C B 27 | 2 | 7/10/01 | 9/11/01 |
| MI 3 | NELSON, ANTWAN | 261674 | MA 0 | 2 | 1/6/00 | 2/3/00 |
| MI 3 | NELSON, L. | 259352 | C A 0 | 0 | | 4/8/02 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 3 | 9/24/03 | 12/22/03 |
| MI 2 | NELSON, MICHAEL | 267415 | C B 9 | 1 | 7/21/00 | 5/2/03 |
| | NELSON, SEAN | 141070 | S A 32 | 1 | 2/4/02 | 5/17/02 |
| | NESBITT, TERRY | 237599 | C B 24 | 1 | 2/23/01 | 4/10/01 |
| MI 2 | NEWMAN, RICHARD | 245321 | C A 45 | 1 | 9/9/99 | 10/31/02 |
| MI 3 | NEWTON, WAYMON | 250888 | A B 56 | 2 | 8/2/02 | 4/16/03 |
| | NOBLE, WALLACE | 145431 | C B 20 | 1 | 11/28/99 | 2/22/00 |
| | NOE, GEORGE | 244005 | E B 1 | 1 | 6/19/00 | 6/20/00 |
| MI 3 | NORRIS, ROBERT | 266101 | C B 60 | 1 | 6/13/00 | 6/26/03 |
| | O' NEAL, RAMON | 243420 | C B 18 | 1 | 10/5/01 | 12/13/01 |
| | O'KEEFE WILLIAM | 192896 | C 0 | 1 | 2/15/00 | 3/29/00 |
| ME 3 | O'NEAL, TRAVIS | 258349 | A A 33 | 2 | 9/16/02 | 10/4/02 |
| ME 3 | O'STEEN, JOHN | 262838 | A A 32 | 2 | 10/8/02 | 11/6/02 |
| MI 3 | OLIN, JOHN | 267997 | C A 24 | 1 | 6/27/03 | 10/29/03 |
| | OLIVER, CARLIS | 250716 | C 0 | 1 | 12/20/99 | 5/10/00 |
| | OLIVER, STANLEY | 192110 | C A 28 | 1 | 9/27/01 | 3/27/02 |
| | OLSEN, NORMAN | 136378 | M 0 | 1 | 1/26/00 | 4/5/00 |
| | OREE, KENNETH | 261407 | C X 0 | 1 | 10/19/99 | 12/29/99 |
| MI 3 | ORR, CHAUNCY | 177069 | C A 13 | 1 | 8/6/99 | 6/24/04 |
| | OSBORNE, HARRY | 180071 | C A 30 | 1 | 7/10/01 | 12/6/01 |
| MI 3 | OWENS, ANTHONY | 279893 | C B 20 | 1 | 4/5/02 | 12/16/02 |
| | OWENS, KEVIN | 232291 | M 0 | 0 | 7/20/00 | 6/6/01 |
| | OWENS, STEVEN | 268986 | C A 30 | 1 | 11/27/00 | 1/3/01 |
| MI 3 | PADDOCK, STEPHEN | 280103 | C B 9 | 1 | 12/20/01 | 3/12/04 |
| | PAIGE, RICHARD | 264821 | MX 0 | 2 | 9/13/00 | 8/29/01 |
| | PALMER, CLIFFORD | 211797 | C 0 | 1 | 10/1/99 | 1/5/00 |
| MI 3 | PALMER, MICHAEL | 279108 | C B 24 | 1 | 6/14/04 | 6/24/04 |
| | PALMER, MICHAEL | 279108 | S A 30 | 3 | 4/11/02 | 4/16/02 |
| | PANNELL, JOE | 89592 | C B 6 | 1 | 5/17/00 | 6/19/02 |
| | PARKS, MICHAEL | 233957 | MX 0 | 2 | 1/13/00 | 7/7/00 |

PLAINTIFF'S EXHIBIT A

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT
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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



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Ackerman 5-6-11 2954

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 192110 | OLIVER | STANLEY | RASHEEM | 20020408 | 0.50 | 25.15 | 12.57 |
| 136378 | OLSEN | NORMAN | GEORGE | 19990201 | 0.50 | 74.25 | 37.12 |
| 136378 | OLSEN | NORMAN | GEORGE | 19990524 | 0.50 | 73.97 | 36.98 |
| 136378 | OLSEN | NORMAN | GEORGE | 19990607 | 0.50 | 58.57 | 29.28 |
| 136378 | OLSEN | NORMAN | GEORGE | 19990621 | 0.50 | 73.72 | 36.86 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000131 | 0.35 | 22.50 | 7.87 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000214 | 0.35 | 74.33 | 26.01 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000228 | 0.35 | 66.30 | 23.20 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000313 | 0.35 | 95.00 | 33.25 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000327 | 0.35 | 10.00 | 3.50 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000327 | 0.50 | 67.50 | 33.75 |
| 136378 | OLSEN | NORMAN | GEORGE | 20000410 | 0.35 | 66.50 | 23.27 |
| 243420 | ONEAL | RAMON | MARVIN | 20011231 | 0.50 | 42.27 | 21.13 |
| 258349 | O'NEAL | TRAVIS | | 20021007 | 0.50 | 20.74 | 10.37 |
| 261407 | OREE | KENNETH | J. | 19991025 | 0.35 | 21.00 | 7.35 |
| 261407 | OREE | KENNETH | J. | 19991108 | 0.35 | 70.00 | 24.50 |
| 261407 | OREE | KENNETH | J. | 19991122 | 0.35 | 50.03 | 17.51 |
| 261407 | OREE | KENNETH | J. | 19991206 | 0.35 | 46.66 | 16.33 |
| 261407 | OREE | KENNETH | J. | 19991220 | 2.50 | 2.00 | 5.00 |
| 261407 | OREE | KENNETH | J. | 19991220 | 0.50 | 69.73 | 34.86 |
| 261407 | OREE | KENNETH | J. | 19991220 | 0.55 | 7.05 | 3.87 |
| 261407 | OREE | KENNETH | J. | 20000103 | 0.50 | 37.00 | 18.50 |
| 261407 | OREE | KENNETH | J. | 20000103 | 0.55 | 6.87 | 3.77 |
| 261407 | OREE | KENNETH | J. | 20000117 | 0.55 | 7.50 | 4.12 |
| 261407 | OREE | KENNETH | J. | 20000117 | 0.50 | 74.83 | 37.41 |
| 261407 | OREE | KENNETH | J. | 20000117 | 0.55 | 1.78 | 0.97 |
| 261407 | OREE | KENNETH | J. | 20000117 | 0.50 | 15.00 | 7.50 |
| 261407 | OREE | KENNETH | J. | 20000117 | 0.55 | 3.25 | 1.78 |
| 261407 | OREE | KENNETH | J. | 20000131 | 0.35 | 33.82 | 11.83 |
| 261407 | OREE | KENNETH | J. | 20000214 | 0.55 | 5.50 | 3.02 |
| 177069 | ORR | CHAUNCY | E. | 19990816 | 0.35 | 40.00 | 14.00 |
| 177069 | ORR | CHAUNCY | E. | 19990816 | 0.55 | 8.00 | 4.40 |
| 177069 | ORR | CHAUNCY | E. | 19990830 | 0.35 | 79.25 | 27.73 |
| 177069 | ORR | CHAUNCY | E. | 19990830 | 0.55 | 2.50 | 1.37 |
| 177069 | ORR | CHAUNCY | E. | 19990913 | 0.35 | 72.00 | 25.20 |
| 177069 | ORR | CHAUNCY | E. | 19990913 | 0.55 | 23.75 | 13.06 |
| 177069 | ORR | CHAUNCY | E. | 19990927 | 0.35 | 55.00 | 19.25 |
| 177069 | ORR | CHAUNCY | E. | 19990927 | 0.55 | 22.25 | 12.23 |
| 177069 | ORR | CHAUNCY | E. | 19991011 | 0.50 | 72.25 | 36.12 |
| 177069 | ORR | CHAUNCY | E. | 19991025 | 0.50 | 71.50 | 35.75 |
| 177069 | ORR | CHAUNCY | E. | 19991025 | 0.55 | 56.00 | 30.80 |
| 177069 | ORR | CHAUNCY | E. | 19991108 | 0.50 | 75.00 | 37.50 |
| 177069 | ORR | CHAUNCY | E. | 19991108 | 0.55 | 19.00 | 10.45 |
| 177069 | ORR | CHAUNCY | E. | 19991122 | 0.50 | 66.75 | 33.37 |
| 177069 | ORR | CHAUNCY | E. | 19991122 | 0.55 | 7.50 | 4.12 |
| 177069 | ORR | CHAUNCY | E. | 19991206 | 0.50 | 56.25 | 28.12 |
| 177069 | ORR | CHAUNCY | E. | 19991206 | 0.55 | 9.47 | 5.20 |
| 177069 | ORR | CHAUNCY | E. | 19991220 | 0.50 | 74.78 | 37.39 |
| 177069 | ORR | CHAUNCY | E. | 19991220 | 0.55 | 32.47 | 17.85 |
| 177069 | ORR | CHAUNCY | E. | 20000103 | 2.50 | 2.00 | 5.00 |
| 177069 | ORR | CHAUNCY | E. | 20000103 | 0.55 | 9.75 | 5.36 |
| 177069 | ORR | CHAUNCY | E. | 20000103 | 0.50 | 34.28 | 17.14 |
| 177069 | ORR | CHAUNCY | E. | 20000117 | 0.50 | 75.00 | 37.50 |
| 177069 | ORR | CHAUNCY | E. | 20000117 | 0.55 | 29.25 | 16.08 |

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June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 177069 | ORR | CHAUNCY | E. | 20000117 | 0.55 | 7.50 | 4.12 |
| 177069 | ORR | CHAUNCY | E. | 20000117 | 0.50 | 15.00 | 7.50 |
| 177069 | ORR | CHAUNCY | E. | 20000117 | 0.55 | 2.50 | 1.37 |
| 177069 | ORR | CHAUNCY | E. | 20000131 | 0.50 | 67.18 | 33.59 |
| 177069 | ORR | CHAUNCY | E. | 20000131 | 0.55 | 7.50 | 4.12 |
| 177069 | ORR | CHAUNCY | E. | 20000214 | 0.50 | 75.00 | 37.50 |
| 177069 | ORR | CHAUNCY | E. | 20000214 | 0.55 | 21.63 | 11.89 |
| 177069 | ORR | CHAUNCY | E. | 20000214 | 0.80 | 6.50 | 5.20 |
| 177069 | ORR | CHAUNCY | E. | 20000214 | 0.55 | 5.50 | 3.02 |
| 177069 | ORR | CHAUNCY | E. | 20000228 | 0.50 | 67.50 | 33.75 |
| 177069 | ORR | CHAUNCY | E. | 20000228 | 0.55 | 23.39 | 12.86 |
| 177069 | ORR | CHAUNCY | E. | 20000228 | 1.05 | 15.00 | 15.75 |
| 177069 | ORR | CHAUNCY | E. | 20000313 | 0.65 | 75.00 | 48.75 |
| 177069 | ORR | CHAUNCY | E. | 20000313 | 0.55 | 19.97 | 10.98 |
| 177069 | ORR | CHAUNCY | E. | 20000313 | 0.75 | 6.50 | 4.87 |
| 177069 | ORR | CHAUNCY | E. | 20000327 | 0.65 | 75.00 | 48.75 |
| 177069 | ORR | CHAUNCY | E. | 20000327 | 0.75 | 19.58 | 14.68 |
| 177069 | ORR | CHAUNCY | E. | 20000327 | 1.00 | 10.00 | 10.00 |
| 177069 | ORR | CHAUNCY | E. | 20000327 | 1.00 | 7.50 | 7.50 |
| 177069 | ORR | CHAUNCY | E. | 20000410 | 0.65 | 75.00 | 48.75 |
| 177069 | ORR | CHAUNCY | E. | 20000410 | 0.75 | 26.32 | 19.74 |
| 177069 | ORR | CHAUNCY | E. | 20000410 | 1.00 | 15.00 | 15.00 |
| 177069 | ORR | CHAUNCY | E. | 20000424 | 0.65 | 75.00 | 48.75 |
| 177069 | ORR | CHAUNCY | E. | 20000424 | 0.75 | 39.87 | 29.90 |
| 177069 | ORR | CHAUNCY | E. | 20000424 | 0.25 | 12.88 | 3.22 |
| 177069 | ORR | CHAUNCY | E. | 20000508 | 0.65 | 75.00 | 48.75 |
| 177069 | ORR | CHAUNCY | E. | 20000508 | 0.75 | 38.22 | 28.66 |
| 177069 | ORR | CHAUNCY | E. | 20000508 | 0.25 | 14.40 | 3.60 |
| 177069 | ORR | CHAUNCY | E. | 20000522 | 0.65 | 67.50 | 43.87 |
| 177069 | ORR | CHAUNCY | E. | 20000522 | 0.75 | 53.98 | 40.48 |
| 177069 | ORR | CHAUNCY | E. | 20000522 | 0.25 | 21.73 | 5.43 |
| 177069 | ORR | CHAUNCY | E. | 20000605 | 0.65 | 67.50 | 43.87 |
| 177069 | ORR | CHAUNCY | E. | 20000605 | 0.75 | 40.43 | 30.32 |
| 177069 | ORR | CHAUNCY | E. | 20000605 | 0.25 | 7.13 | 1.78 |
| 177069 | ORR | CHAUNCY | E. | 20000703 | 0.65 | 60.00 | 39.00 |
| 177069 | ORR | CHAUNCY | E. | 20000703 | 0.75 | 68.33 | 51.24 |
| 177069 | ORR | CHAUNCY | E. | 20000703 | 0.25 | 31.30 | 7.82 |
| 177069 | ORR | CHAUNCY | E. | 20000717 | 0.50 | 96.90 | 48.45 |
| 177069 | ORR | CHAUNCY | E. | 20000731 | 0.50 | 210.89 | 105.44 |
| 177069 | ORR | CHAUNCY | E. | 20000814 | 0.50 | 145.92 | 72.96 |
| 177069 | ORR | CHAUNCY | E. | 20000828 | 0.50 | 206.22 | 103.11 |
| 177069 | ORR | CHAUNCY | E. | 20000911 | 0.50 | 101.30 | 50.65 |
| 177069 | ORR | CHAUNCY | E. | 20000925 | 0.50 | 220.49 | 110.24 |
| 177069 | ORR | CHAUNCY | E. | 20001009 | 0.50 | 130.67 | 65.33 |
| 177069 | ORR | CHAUNCY | E. | 20001023 | 0.50 | 236.52 | 118.26 |
| 177069 | ORR | CHAUNCY | E. | 20001106 | 0.50 | 224.75 | 112.37 |
| 177069 | ORR | CHAUNCY | E. | 20001120 | 0.50 | 153.00 | 76.50 |
| 177069 | ORR | CHAUNCY | E. | 20001204 | 0.50 | 137.39 | 68.69 |
| 177069 | ORR | CHAUNCY | E. | 20001204 | 0.25 | 6.68 | 1.67 |
| 177069 | ORR | CHAUNCY | E. | 20001218 | 0.50 | 163.35 | 81.67 |
| 177069 | ORR | CHAUNCY | E. | 20010101 | 0.50 | 97.62 | 48.81 |
| 177069 | ORR | CHAUNCY | E. | 20010115 | 0.50 | 165.55 | 82.77 |
| 177069 | ORR | CHAUNCY | E. | 20010129 | 0.50 | 159.14 | 79.57 |
| 177069 | ORR | CHAUNCY | E. | 20010212 | 0.50 | 124.92 | 62.46 |



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| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 177069 | ORR | CHAUNCY | E. | 20010226 | 0.50 | 137.18 | 68.59 |
| 177069 | ORR | CHAUNCY | E. | 20010312 | 0.50 | 149.60 | 74.80 |
| 177069 | ORR | CHAUNCY | E. | 20010326 | 0.50 | 130.32 | 65.16 |
| 177069 | ORR | CHAUNCY | E. | 20010409 | 0.50 | 123.65 | 61.82 |
| 177069 | ORR | CHAUNCY | E. | 20010423 | 0.50 | 105.68 | 52.84 |
| 177069 | ORR | CHAUNCY | E. | 20010507 | 0.50 | 156.37 | 78.18 |
| 177069 | ORR | CHAUNCY | E. | 20010521 | 0.50 | 206.98 | 103.49 |
| 177069 | ORR | CHAUNCY | E. | 20010604 | 0.50 | 131.09 | 65.54 |
| 177069 | ORR | CHAUNCY | E. | 20010618 | 0.50 | 147.92 | 73.96 |
| 177069 | ORR | CHAUNCY | E. | 20010702 | 0.50 | 216.75 | 108.37 |
| 177069 | ORR | CHAUNCY | E. | 20010716 | 0.50 | 158.91 | 79.45 |
| 177069 | ORR | CHAUNCY | E. | 20010730 | 0.50 | 197.34 | 98.67 |
| 177069 | ORR | CHAUNCY | E. | 20010813 | 0.50 | 206.80 | 103.40 |
| 177069 | ORR | CHAUNCY | E. | 20010827 | 0.50 | 223.36 | 111.68 |
| 177069 | ORR | CHAUNCY | E. | 20010910 | 0.50 | 216.44 | 108.22 |
| 177069 | ORR | CHAUNCY | E. | 20010924 | 0.50 | 222.66 | 111.33 |
| 177069 | ORR | CHAUNCY | E. | 20011008 | 0.50 | 251.66 | 125.83 |
| 177069 | ORR | CHAUNCY | E. | 20011022 | 0.50 | 255.40 | 127.70 |
| 177069 | ORR | CHAUNCY | E. | 20011105 | 0.50 | 216.20 | 108.10 |
| 177069 | ORR | CHAUNCY | E. | 20011119 | 0.50 | 123.75 | 61.87 |
| 177069 | ORR | CHAUNCY | E. | 20011203 | 0.50 | 206.85 | 103.42 |
| 177069 | ORR | CHAUNCY | E. | 20011217 | 0.50 | 415.70 | 207.85 |
| 177069 | ORR | CHAUNCY | E. | 20011231 | 0.50 | 62.89 | 31.44 |
| 177069 | ORR | CHAUNCY | E. | 20020114 | 0.50 | 139.20 | 69.60 |
| 177069 | ORR | CHAUNCY | E. | 20020128 | 0.50 | 163.19 | 81.59 |
| 177069 | ORR | CHAUNCY | E. | 20020211 | 0.50 | 173.24 | 86.62 |
| 177069 | ORR | CHAUNCY | E. | 20020225 | 0.50 | 195.79 | 97.89 |
| 177069 | ORR | CHAUNCY | E. | 20020311 | 0.50 | 179.70 | 89.85 |
| 177069 | ORR | CHAUNCY | E. | 20020325 | 0.50 | 185.30 | 92.65 |
| 177069 | ORR | CHAUNCY | E. | 20020408 | 0.50 | 146.94 | 73.47 |
| 177069 | ORR | CHAUNCY | E. | 20020422 | 0.50 | 244.86 | 122.43 |
| 177069 | ORR | CHAUNCY | E. | 20020506 | 0.50 | 230.27 | 115.13 |
| 177069 | ORR | CHAUNCY | E. | 20020520 | 0.50 | 243.57 | 121.78 |
| 177069 | ORR | CHAUNCY | E. | 20020603 | 0.50 | 140.00 | 70.00 |
| 177069 | ORR | CHAUNCY | E. | 20020617 | 0.50 | 134.55 | 67.27 |
| 177069 | ORR | CHAUNCY | E. | 20020701 | 0.50 | 114.26 | 57.13 |
| 177069 | ORR | CHAUNCY | E. | 20020715 | 0.50 | 116.10 | 58.05 |
| 177069 | ORR | CHAUNCY | E. | 20020729 | 0.50 | 131.45 | 65.72 |
| 177069 | ORR | CHAUNCY | E. | 20020812 | 0.50 | 138.34 | 69.17 |
| 177069 | ORR | CHAUNCY | E. | 20020826 | 0.50 | 131.33 | 65.66 |
| 177069 | ORR | CHAUNCY | E. | 20020909 | 0.50 | 135.08 | 67.54 |
| 177069 | ORR | CHAUNCY | E. | 20020923 | 0.50 | 157.26 | 78.63 |
| 177069 | ORR | CHAUNCY | E. | 20021007 | 0.50 | 223.00 | 111.50 |
| 177069 | ORR | CHAUNCY | E. | 20021021 | 0.50 | 174.39 | 87.19 |
| 177069 | ORR | CHAUNCY | E. | 20021104 | 0.50 | 186.75 | 93.37 |
| 177069 | ORR | CHAUNCY | E. | 20021118 | 0.50 | 188.07 | 94.03 |
| 177069 | ORR | CHAUNCY | E. | 20021202 | 0.50 | 161.43 | 80.71 |
| 177069 | ORR | CHAUNCY | E. | 20021216 | 0.50 | 172.86 | 86.43 |
| 177069 | ORR | CHAUNCY | E. | 20021230 | 0.50 | 118.48 | 59.24 |
| 177069 | ORR | CHAUNCY | E. | 20030113 | 0.50 | 141.90 | 70.95 |
| 177069 | ORR | CHAUNCY | E. | 20030127 | 0.50 | 161.49 | 80.74 |
| 177069 | ORR | CHAUNCY | E. | 20030210 | 0.50 | 188.70 | 94.35 |
| 177069 | ORR | CHAUNCY | E. | 20030224 | 0.50 | 214.29 | 107.14 |
| 177069 | ORR | CHAUNCY | E. | 20030310 | 0.50 | 180.78 | 90.39 |

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 177069 | ORR | CHAUNCY | E. | 20030324 | 0.50 | 187.86 | 93.93 |
| 177069 | ORR | CHAUNCY | E. | 20030407 | 0.50 | 164.59 | 82.29 |
| 177069 | ORR | CHAUNCY | E. | 20030421 | 0.50 | 142.50 | 71.25 |
| 177069 | ORR | CHAUNCY | E. | 20030505 | 0.50 | 110.05 | 55.02 |
| 177069 | ORR | CHAUNCY | E. | 20030519 | 0.50 | 153.78 | 76.89 |
| 177069 | ORR | CHAUNCY | E. | 20030602 | 0.50 | 117.15 | 58.57 |
| 177069 | ORR | CHAUNCY | E. | 20030616 | 0.50 | 154.02 | 77.01 |
| 177069 | ORR | CHAUNCY | E. | 20030630 | 0.50 | 140.75 | 70.37 |
| 177069 | ORR | CHAUNCY | E. | 20030714 | 0.50 | 153.38 | 76.69 |
| 177069 | ORR | CHAUNCY | E. | 20030728 | 0.50 | 142.88 | 71.44 |
| 177069 | ORR | CHAUNCY | E. | 20030811 | 0.50 | 140.64 | 70.32 |
| 177069 | ORR | CHAUNCY | E. | 20030825 | 0.50 | 140.76 | 70.38 |
| 177069 | ORR | CHAUNCY | E. | 20030908 | 0.50 | 130.50 | 65.25 |
| 177069 | ORR | CHAUNCY | E. | 20030922 | 0.50 | 143.46 | 71.73 |
| 177069 | ORR | CHAUNCY | E. | 20031006 | 0.50 | 142.84 | 71.42 |
| 177069 | ORR | CHAUNCY | E. | 20031020 | 0.50 | 144.54 | 72.27 |
| 177069 | ORR | CHAUNCY | E. | 20031103 | 0.50 | 145.94 | 72.97 |
| 177069 | ORR | CHAUNCY | E. | 20031117 | 0.50 | 145.26 | 72.63 |
| 177069 | ORR | CHAUNCY | E. | 20031201 | 0.50 | 128.94 | 64.47 |
| 177069 | ORR | CHAUNCY | E. | 20031215 | 0.50 | 140.05 | 70.02 |
| 177069 | ORR | CHAUNCY | E. | 20031229 | 0.50 | 137.96 | 68.98 |
| 177069 | ORR | CHAUNCY | E. | 20040112 | 0.50 | 93.44 | 46.72 |
| 177069 | ORR | CHAUNCY | E. | 20040126 | 0.50 | 135.18 | 67.59 |
| 177069 | ORR | CHAUNCY | E. | 20040209 | 0.50 | 142.64 | 71.32 |
| 177069 | ORR | CHAUNCY | E. | 20040223 | 0.50 | 153.12 | 76.56 |
| 177069 | ORR | CHAUNCY | E. | 20040308 | 0.50 | 153.96 | 76.98 |
| 177069 | ORR | CHAUNCY | E. | 20040322 | 0.50 | 152.48 | 76.24 |
| 177069 | ORR | CHAUNCY | E. | 20040405 | 0.50 | 146.34 | 73.17 |
| 177069 | ORR | CHAUNCY | E. | 20040419 | 0.50 | 141.37 | 70.68 |
| 177069 | ORR | CHAUNCY | E. | 20040503 | 0.50 | 156.14 | 78.07 |
| 177069 | ORR | CHAUNCY | E. | 20040517 | 0.50 | 159.06 | 79.53 |
| 177069 | ORR | CHAUNCY | E. | 20040531 | 0.50 | 138.50 | 69.25 |
| 180071 | OSBORNE | HARRY | R. | 20010730 | 0.50 | 31.25 | 15.62 |
| 180071 | OSBORNE | HARRY | R. | 20010813 | 0.50 | 37.29 | 18.64 |
| 180071 | OSBORNE | HARRY | R. | 20010827 | 0.50 | 52.50 | 26.25 |
| 180071 | OSBORNE | HARRY | R. | 20010910 | 0.50 | 28.57 | 14.28 |
| 180071 | OSBORNE | HARRY | R. | 20010924 | 0.50 | 18.49 | 9.24 |
| 180071 | OSBORNE | HARRY | R. | 20011008 | 0.50 | 67.50 | 33.75 |
| 180071 | OSBORNE | HARRY | R. | 20011022 | 0.50 | 90.00 | 45.00 |
| 180071 | OSBORNE | HARRY | R. | 20011105 | 0.50 | 101.09 | 50.54 |
| 180071 | OSBORNE | HARRY | R. | 20011203 | 0.50 | 64.18 | 32.09 |
| 180071 | OSBORNE | HARRY | R. | 20011217 | 0.50 | 27.66 | 13.83 |
| 262838 | OSTEEN | JOHN | THOMAS | 20021104 | 0.50 | 28.36 | 14.18 |
| 262838 | OSTEEN | JOHN | THOMAS | 20021118 | 0.50 | 11.80 | 5.90 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020422 | 0.50 | 43.75 | 21.87 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020506 | 0.50 | 63.81 | 31.90 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020520 | 0.50 | 59.25 | 29.62 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020603 | 0.50 | 47.25 | 23.62 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020617 | 0.50 | 75.00 | 37.50 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020701 | 0.50 | 75.00 | 37.50 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020715 | 0.50 | 60.00 | 30.00 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020729 | 0.50 | 113.79 | 56.89 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020812 | 0.50 | 77.63 | 38.81 |
| 279893 | OWENS | ANTHONY | MICHAEL | 20020826 | 0.50 | 88.48 | 44.24 |

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term "prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
# Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3325

11-8-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: CHAUNCY E. ORR
SCDC NUMBER: 177069 NOV 04 2004
INSTITUTION: LIEBER CORRECTIONAL INSTITUTION PP
HOUSING UNIT: COOPER, ROOM #A-13
WORK ASSIGNMENT: P.I. #2

Office Use Only
Grievance No. LCI0704-04
Code: General MW
Policy
Disc. Hear.
Class
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

1.) ADKINS + WICKER require payment of prevailing wages.
2.) INMATES WERE EMPLOYED BY WTI, AND SCDC WAS WTI AGENTS IN PAYING DU WAGES.
3.) ADKINS + WICKER FURTHER ALLOWS THIS ISSUE OF PAYMENT'S OF WAGES UNDER 24-3 TO BE GRIEVED PURSUANT TO SCDC PROCEDURES.
4.) GRIEVENT INCORPORATES BY REFERENCE ALL EXHIBITS ATTACHED TO GRIEVA FILED BY DARRELL WILLIAMS AND ATTORNEY DOUGLAS H. WESTBROOK ON 09-22

Chauncy E. Orr 11/03/04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

Chauncy E. Orr 05/22/07
Grievant Signature Date

IGC Signature 5/22/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 2962

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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ORR LCI-0724-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 3, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 6, 1999 and that your participation in this project ended on August 4, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over five (5) years after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work

of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Chauncy Orr, #177069,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Chauncy Orr does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC polic

8. Appellant claims pre/post judgment interest, costs and attorney fee

Chauncy Orr
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

DH Westbrook
Signed

6-19-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3331

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| CHAUNCY ORR, #177069 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 20th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D. H. Westbrook
Douglas H. Westbrook

3332

# STATE OF SOUTH CAROLINA
# ADMINISTRATIVE LAW JUDGE DIVISION

Joe Pannell, #89592,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Joe Pannell does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Joe Pannell
Appellant's Name

Kershaw C.I.
Mailing Address

4848 Goldmine Hwy

Kershaw, SC 29067
City, State, Zip Code

none
Telephone Number

Signed

11-6-01
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3333

Ackerman 5-6-11 2969

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| JOE PANNELL, #89592 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 7th day of Nov, 2008, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Frank Patterson R.
SCDC NUMBER: 283098
INSTITUTION: Lieber Correctional Institution
HOUSING UNIT: Wando Unit A 112 ✓
WORK ASSIGNMENT: Dorm Worker

Office Use Only
Grievance No. Lieber 0404-04
Code: General NU
Policy
Disc. Hear.
Class.
Date Received SEP 28 2004
IGC Initials

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
the Dept is asked to review And determine, whether I am entitled to recieve back wages which by LAW are due to me from working at prison Industries program when they only paid me .35 an hour and not under prevailing wage statute South Carolina Code Ann. Sec. 24-3-430 (A-F) which is basis of my Grievance Applys and likewise note that under LAW the Dept. is asked to pa Prevailing wage : Not $4.00 they currently are getting from Williams Tech as well as overtime rate of pay under LAW

ACTION REQUESTED:
that Inmate be paid prevailing wage and overtime rate of pay under LAW and that prevailing wage be paid.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed and ordered to file Grievance by court

Frank Patterson. R Sept 23, 2004
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carrington 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3335

N/A
Grievant Signature Date

Ackerman 5-6-11 2971

WARDEN'S DECISION AND REASON:

See Attachment.

Oct. 28, 04
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Frank Patterson 102904
Grievant Signature Date

10/29/04
IGO Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3336

Inmate O. Patterson #283098 LCI 0661-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3337

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3338

AMENDMENT TO GRIEVANCE OF FRANK PATTERSON, #283098

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 13.46 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Frank Patterson 2, 8, 2006
(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1285; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| | PARKS, RICKY | 269069 | C A 32 | 1 | 10/16/00 | 9/7/01 |
| MB 3 | PARRIS, ROBERT | 267328 | A A 31 | 2 | 10/8/02 | 12/3/02 |
| MI 2 | PARTLOW, CEDRIC | 271720 | C B 50 | 2 | 9/27/01 | 11/18/02 |
| MI 3 | PASCHAZ, K | 250058 | C A 0 | 0 | | 10/25/99 |
| | PATTERSON, FRANK | 283098 | A A 25 | 1 | 7/29/02 | 8/1/02 |
| | PATTERSON, MARK | 261315 | M X 0 | 2 | 1/4/00 | 7/7/00 |
| | PAULEY, WILLIAM | 264204 | C 0 | 1 | 3/21/00 | 4/10/00 |
| MI 3 | PAULSEN, PETER | 215178 | S A 32 | 2 | 9/19/02 | 10/2/02 |
| MI 3 | PAYTON, JESSE | 298449 | WA111 | 3 | | 3/17/04 |
| MI 3 | PENDYGRAFF, RAYMOND | 288567 | A B 16 | 1 | 6/26/03 | 6/26/03 |
| MI 3 | PEREZ, JOSE | 237727 | C A 56 | 1 | 10/1/02 | 5/2/03 |
| | PERRY, DERRICK | 256662 | C B 40 | 1 | 2/15/00 | 11/16/00 |
| | PERRY, LEONARD | 226361 | C B 61 | 1 | 4/10/00 | 7/24/00 |
| MI 3 | PETERSON, TONY | 179722 | E A 27 | 1 | 1/30/03 | 1/31/03 |
| | PHOENIX, MARIO | 278599 | E B 15 | 1 | 10/26/01 | 12/11/01 |
| MI 3 | PIEDEA, OLANDO | 289186 | C B 55 | 1 | 7/2/03 | 1/28/04 |
| MI 3 | PIKE, JOHNNY | 290281 | E B 32 | 1 | 6/26/03 | 6/30/03 |
| | PINKNEY, REGGIE | 259522 | M X 0 | 2 | 2/8/00 | 8/24/00 |
| | PINO, NORMAN | 276950 | S A 17 | 2 | 8/30/01 | 8/31/01 |
| MI 2 | PITCHERS, RAYMOND | 187672 | C B 26 | 1 | 7/2/00 | 5/19/03 |
| MI 2 | PITTS, TONY | 280579 | C B 33 | 1 | 3/27/02 | 6/24/04 |
| | PLANTER, CHRISTOPHER | 259956 | C A 30 | 1 | 11/10/99 | 8/30/00 |
| | PLATT, BRADFORD | 252308 | M X 0 | 0 | 1/6/00 | 12/10/01 |
| | PLOUGH, STEVEN | 253961 | C A 4 | 1 | 5/22/00 | 4/10/01 |
| MI 3 | POE, JOHN | 261554 | C B 30 | 1 | 6/26/03 | 9/29/03 |
| | POLLINS, HORACE | 251481 | C B 31 | 1 | 5/6/02 | 7/31/02 |
| | POOLER, CHARLES | 258432 | C A 1 | 1 | 12/5/00 | 8/5/02 |
| | PORCHER, RICHARD | 266823 | C X 0 | 1 | 12/5/00 | 12/29/99 |
| | PORTERFIELD, BRIAN | 257684 | C A 29 | 1 | 8/11/99 | 12/29/99 |
| | POSTON, JESSIE | 254617 | C 0 | 1 | 3/29/00 | 4/1/00 |
| MI 3 | POSTON, KEVIN | 266083 | S A 18 | 1 | 9/17/02 | 12/8/03 |
| | PRESSIE, FREDERICK | 269117 | A B 37 | 1 | 10/16/00 | 1/8/01 |
| | PRESSLEY, RODNEY | 177947 | C 0 | 1 | 11/4/99 | 1/4/00 |
| | PRINGLE, ALJEROLD | 235587 | E A 23 | 1 | 7/27/01 | 9/14/01 |
| MI 3 | PRINGLE, GERMAINE | 250390 | C B 44 | 1 | 4/11/02 | 6/24/04 |
| MI 3 | PRIOLEAU, FRANCIS | 268813 | C B 55 | 1 | 4/2/01 | 6/24/04 |
| | PRIOLEAU, MARION | 234954 | E A 28 | 1 | 12/5/00 | 1/16/01 |
| | PRITCHARD, ALLEN | 219121 | A B 51 | 1 | 5/16/00 | 5/31/00 |
| | PRITCHETT, THOMAS | 260687 | S B 60 | 1 | 10/29/01 | 1/22/02 |
| | PROCHER, RICHARD | 266823 | C B 20 | 1 | 12/5/00 | 11/5/01 |
| | PUGH, COREY | 271993 | A B 29 | 2 | 9/27/01 | 10/18/01 |
| | QUEEN, JIMMY | 235276 | C A 46 | 1 | 2/8/00 | 10/25/00 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 15 | 1 | 11/10/03 | 12/3/03 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 24 | 1 | 8/7/02 | 5/2/03 |
| | RAFSANJONI, KHALIL | 189566 | S B 16 | 1 | 6/24/02 | 7/12/02 |
| | RAHEEM, AQUIL | 231826 | C B 1 | 0 | 6/2/00 | 5/26/00 |

PLAINTIFF'S EXHIBIT A

A - 0791
June 2004

3340

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 199 8, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 USD. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 6

3341

A.-0081
June 2004

00021

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C

A - 0086
June 2004

3342

00036

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020211 | 0.50 | 85.34 | 42.67 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020225 | 0.50 | 90.25 | 45.12 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020311 | 0.50 | 76.42 | 38.21 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020325 | 0.50 | 74.20 | 37.10 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020408 | 0.50 | 40.68 | 20.34 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020422 | 0.50 | 91.01 | 45.50 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020506 | 0.50 | 81.71 | 40.85 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020520 | 0.50 | 92.68 | 46.34 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020603 | 0.50 | 92.07 | 46.03 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020617 | 0.50 | 106.08 | 53.04 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020701 | 0.50 | 103.40 | 51.70 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020715 | 0.50 | 73.85 | 36.92 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020729 | 0.50 | 80.73 | 40.36 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020812 | 0.50 | 110.90 | 55.45 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020826 | 0.50 | 107.18 | 53.59 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020909 | 0.50 | 55.57 | 27.78 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20020923 | 0.50 | 109.62 | 54.81 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20021007 | 0.50 | 112.50 | 56.25 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20021021 | 0.50 | 62.65 | 31.32 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20021104 | 0.50 | 102.82 | 51.41 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20021118 | 0.50 | 73.55 | 36.77 |
| 271720 | PARTLOW | CEDRIC | LAMONT | 20021202 | 0.50 | 7.85 | 3.92 |
| 250058 | PASCHAL | KEVIN | | 19991011 | 0.35 | 26.00 | 9.10 |
| 250058 | PASCHAL | KEVIN | | 19991025 | 0.35 | 42.00 | 14.70 |
| 283098 | PATTERSON | FRANK | | 20020812 | 0.50 | 13.46 | 6.73 |
| 261315 | PATTERSON | MARK | C. | 20000131 | 0.50 | 67.50 | 33.75 |
| 261315 | PATTERSON | MARK | C. | 20000214 | 0.50 | 74.45 | 37.22 |
| 261315 | PATTERSON | MARK | C. | 20000228 | 0.50 | 59.95 | 29.97 |
| 261315 | PATTERSON | MARK | C. | 20000228 | 0.35 | 16.00 | 5.60 |
| 261315 | PATTERSON | MARK | C. | 20000313 | 0.50 | 67.50 | 33.75 |
| 261315 | PATTERSON | MARK | C. | 20000313 | 0.35 | 18.00 | 6.30 |
| 261315 | PATTERSON | MARK | C. | 20000327 | 0.35 | 45.00 | 15.75 |
| 261315 | PATTERSON | MARK | C. | 20000327 | 0.35 | 12.00 | 4.20 |
| 261315 | PATTERSON | MARK | C. | 20000410 | 0.50 | 67.50 | 33.75 |
| 261315 | PATTERSON | MARK | C. | 20000410 | 0.35 | 18.00 | 6.30 |
| 261315 | PATTERSON | MARK | C. | 20000424 | 0.35 | 52.50 | 18.37 |
| 261315 | PATTERSON | MARK | C. | 20000424 | 0.35 | 14.00 | 4.90 |
| 261315 | PATTERSON | MARK | C. | 20000508 | 0.50 | 66.37 | 33.18 |
| 261315 | PATTERSON | MARK | C. | 20000508 | 0.35 | 18.00 | 6.30 |
| 261315 | PATTERSON | MARK | C. | 20000522 | 0.50 | 60.00 | 30.00 |
| 261315 | PATTERSON | MARK | C. | 20000522 | 0.35 | 14.00 | 4.90 |
| 261315 | PATTERSON | MARK | C. | 20000605 | 0.35 | 42.79 | 14.97 |
| 261315 | PATTERSON | MARK | C. | 20000619 | 0.70 | 10.00 | 7.00 |
| 261315 | PATTERSON | MARK | C. | 20000619 | 0.50 | 75.00 | 37.50 |
| 261315 | PATTERSON | MARK | C. | 20000703 | 0.50 | 58.00 | 29.00 |
| 261315 | PATTERSON | MARK | C. | 20000703 | 0.35 | 16.00 | 5.60 |
| 264204 | PAULEY | WILLIAM | SIDNEY | 20000717 | 0.50 | 17.50 | 8.75 |
| 237727 | PEREZ | JOSE | | 20000410 | 0.35 | 18.57 | 6.49 |
| 237727 | PEREZ | JOSE | | 20021007 | 0.50 | 15.75 | 7.87 |
| 237727 | PEREZ | JOSE | | 20021021 | 0.50 | 52.50 | 26.25 |
| 237727 | PEREZ | JOSE | | 20021104 | 0.50 | 52.50 | 26.25 |
| 237727 | PEREZ | JOSE | | 20021118 | 0.50 | 58.25 | 29.12 |
| 237727 | PEREZ | JOSE | | 20021202 | 0.50 | 65.47 | 32.73 |
| 237727 | PEREZ | JOSE | | 20021216 | 0.50 | 76.65 | 38.32 |

3343

A - 1285
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term "prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in 1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

PLAINTIFF'S EXHIBIT H

3344

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J...

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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## NON-ACADEMIC EXPERIENCE

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

## PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Bainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3346

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: FRANK Patterson R.
SCDC NUMBER: 283098 Nov. 1, 04
INSTITUTION: Lieber. Corr. Inst
HOUSING UNIT: WANDO A112
WORK ASSIGNMENT: Dorm Worker

RECEIVED
MAY 29 2007
NOV 05 2004
INMATE GRIEVANCE

Office Use Only
Grievance No. LCI 0161-04
Code: General NCY
Policy
Disc. Hear.
Class.
Date Received NOV 01 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specifically dissatisfaction)

I feel that the warden's statement is incorrect, I base my appeal on the prevailing wage statute of South Carolina code ANN. Sec. 24-3-430 (A-F) which is the basis of my Grievance, as I've stated in my step (1) Grievance. I feel I am entitled to back wages, over time rate of pay under this law for working at Prison Industry SCDC/William Tech program, not the current pay they are receiving from William's Tech. I'm now asking to be paid back wages, overtime pay, prevailing wages under South Carolina Code ANN. Sec. 24-3-430 (A-F).

Frank Patterson R. 11/1/04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-07
Date

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

F Patterson 5,22,07 FP
Grievant Signature Date

IGC Signature 5/22/07
Date

3347

(SEE REVERSE SIDE FOR INSTRUCTIONS)

Ackerman 5-6-11 2983

## INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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PATTERSON LCI-0661-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 1, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on July 29, 2002 and that your participation in this project ended on August 1, 2002.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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PATTERSON LCI-0661-04

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over two (2) years after SCDC first paid you for your participation in the project located at Lieber, over two (2) years after your participation in the project at Lieber ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position, I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work

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of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Frank Patterson, #283098,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Frank Patterson does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Frank Patterson
Appellant's Name

Lieber C.I.
Mailing Address

P.O. Box 205

Ridgeville, Sc 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-05
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

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Ackerman 5-6-11 2988

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| FRANK PATTERSON, #283098 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |
| | ) | |

I certify that on the 7th day of Nov., 2008, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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AMENDMENT TO GRIEVANCE OF JOSE PEREZ, #237727

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1018.12 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1285-1286; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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Tony P.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Tony Pitts
SCDC NUMBER: 280579
INSTITUTION: Lieber
HOUSING UNIT: Cooper B-33
WORK ASSIGNMENT: P.I.

Office Use Only
Grievance No. Lieber 0004-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received SEP 23 2004
IGC Initials LC

STATE GRIEVANCE (Include documentation, and date of incident; if SCDC Policy, indicate which policy)

The Department is ASKED to Review and Determine whether I am entitled to recieve Back wages, which are due to me, from working at Lieber Prison Industries Program when they only paid me .35¢ an hour and not Prevailing Wage as under South Carolina Code Ann. Sec. 24-3-430 {A-7} as well as the fact they were getting $4.00 an hour and still did not give me my money from 1998-2003. They Denied me Prevailing Wage.

ACTION REQUESTED: That all money due to me be paid at prevailing wage as well as overtime Rate, MOREOVER, the Prevailing Wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed, ordered to file a grievance by Court under Wicker V. SCDC and Adkins V. SCDC.

Grievant Signature 9/23/04 Date

ACTION TAKEN BY IGC:

See Warden's response.

IGC Signature 10/28/04 Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3355

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2991

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct. 28 04
Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature 11 3 04
Date

IGC Signature 11/3/04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Tony A. Pitts
SCDC NUMBER: #280579
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-33
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. ____
Code: General ____
Policy ____
Disc. Hear. ____
Class. ____
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina Code Ann. §24-3-430(A),(H) as well as tact that from 1998-2003 they denied me prevailing wage.

ACTION REQUESTED:

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Tony A Pitts 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

Deny LC1,2664-04, See Wardens response.

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3357

Grievant Signature Date

Ackerman 5-6-11 2993

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Tony A Pitts JNMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A * STEP 1

INMATE NAME:

SCDC NUMBER: 280579

INSTITUTION: Lieber

HOUSING UNIT: Cooper B-33

WORK ASSIGNMENT: PI II

Office Use Only

Grievance No.

Code: General

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 837.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Tony A Pitts 9/27/04

Grievant Signature Date

ACTION TAKEN BY IGC:

See IGC 2nd level response.

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal. 3359

Grievant Signature Date

Ackerman 5-6-11 2995

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3360

Inmate L. Potts, #280579 C010661/04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF TONY PITTS, #280579

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4973.09 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1288-1289; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3363

AMENDMENT TO GRIEVANCE OF TONY PITTS, #280579

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4973.09 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) 05 21 07 (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1288-1289; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.



Ackerman 5-6-11 3000

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| | PARKS, RICKY | 269069 | C A 32 | 1 | 10/16/00 | 9/7/01 |
| MB 3 | PARRIS, ROBERT | 267328 | A A 31 | 2 | 10/8/02 | 12/3/02 |
| MI 2 | PARTLOW, CEDRIC | 271720 | C B 50 | 2 | 9/27/01 | 11/18/02 |
| MI 3 | PASCHAZ, K | 250058 | C A 0 | 0 | | 10/25/99 |
| | PATTERSON, FRANK | 283098 | A A 25 | 1 | 7/29/02 | 8/1/02 |
| | PATTERSON, MARK | 261315 | M X 0 | 2 | 1/4/00 | 7/7/00 |
| | PAULEY, WILLIAM | 264204 | C 0 | 1 | 3/21/00 | 4/10/00 |
| MI 3 | PAULSEN, PETER | 215178 | S A 32 | 2 | 9/19/02 | 10/2/02 |
| MI 3 | PAYTON, JESSE | 298449 | WA111 | 3 | | 3/17/04 |
| MI 3 | PENDYGRAFF, RAYMOND | 288567 | A B 16 | 1 | 6/26/03 | 6/26/03 |
| MI 3 | PEREZ, JOSE | 237727 | C A 56 | 1 | 10/1/02 | 5/2/03 |
| | PERRY, DERRICK | 256662 | C B 40 | 1 | 2/15/00 | 11/16/00 |
| | PERRY, LEONARD | 226361 | C B 61 | 1 | 4/10/00 | 7/24/00 |
| MI 3 | PETERSON, TONY | 179722 | E A 27 | 1 | 1/30/03 | 1/31/03 |
| | PHOENIX, MARIO | 278599 | E B 15 | 1 | 10/26/01 | 12/11/01 |
| MI 3 | PIEDEA, OLANDO | 289186 | C B 55 | 1 | 7/2/03 | 1/28/04 |
| MI 3 | PIKE, JOHNNY | 290281 | E B 32 | 1 | 6/26/03 | 6/30/03 |
| | PINKNEY, REGGIE | 259522 | M X 0 | 2 | 2/8/00 | 8/24/00 |
| | PINO, NORMAN | 276950 | S A 17 | 2 | 8/30/01 | 8/31/01 |
| MI 2 | PITCHERS, RAYMOND | 187672 | C B 26 | 1 | 7/2/00 | 5/19/03 |
| MI 2 | PITTS, TONY | 280579 | C B 33 | 1 | 3/27/02 | 6/24/04 |
| | PLANTER, CHRISTOPHER | 259956 | C A 30 | 1 | 11/10/99 | 8/30/00 |
| | PLATT, BRADFORD | 252308 | M X 0 | 0 | 1/6/00 | 12/10/01 |
| | PLOUGH, STEVEN | 253961 | C A 4 | 1 | 5/22/00 | 4/10/01 |
| MI 3 | POE, JOHN | 261554 | C B 30 | 1 | 6/26/03 | 9/29/03 |
| | POLLINS, HORACE | 251481 | C B 31 | 1 | 5/6/02 | 7/31/02 |
| | POOLER, CHARLES | 258432 | C A 1 | 1 | 12/5/00 | 8/5/02 |
| | PORCHER, RICHARD | 266823 | C X 0 | 1 | 12/5/00 | 12/29/99 |
| | PORTERFIELD, BRIAN | 257684 | C A 29 | 1 | 8/11/99 | 12/29/99 |
| | POSTON, JESSIE | 254617 | C 0 | 1 | 3/29/00 | 4/1/00 |
| MI 3 | POSTON, KEVIN | 266083 | S A 18 | 1 | 9/17/02 | 12/8/03 |
| | PRESSIE, FREDERICK | 269117 | A B 37 | 1 | 10/16/00 | 1/8/01 |
| | PRESSLEY, RODNEY | 177947 | C 0 | 1 | 11/4/99 | 1/4/00 |
| | PRINGLE, ALJEROLD | 235587 | E A 23 | 1 | 7/27/01 | 9/14/01 |
| MI 3 | PRINGLE, GERMAINE | 250390 | C B 44 | 1 | 4/11/02 | 6/24/04 |
| MI 3 | PRIOLEAU, FRANCIS | 268813 | C B 55 | 1 | 4/2/01 | 6/24/04 |
| | PRIOLEAU, MARION | 234954 | E A 28 | 1 | 12/5/00 | 1/16/01 |
| | PRITCHARD, ALLEN | 219121 | A B 51 | 1 | 5/16/00 | 5/31/00 |
| | PRITCHETT, THOMAS | 260687 | S B 60 | 1 | 10/29/01 | 1/22/02 |
| | PROCHER, RICHARD | 266823 | C B 20 | 1 | 12/5/00 | 11/5/01 |
| | PUGH, COREY | 271993 | A B 29 | 2 | 9/27/01 | 10/18/01 |
| | QUEEN, JIMMY | 235276 | C A 46 | 1 | 2/8/00 | 10/25/00 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 15 | 1 | 11/10/03 | 12/3/03 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 24 | 1 | 8/7/02 | 5/2/03 |
| | RAFSANJONI, KHALIL | 189566 | S B 16 | 1 | 6/24/02 | 7/12/02 |
| | RAHEEM, AQUIL | 231826 | C B 1 | 0 | 6/2/00 | 5/26/00 |

PLAINTIFF'S EXHIBIT 1

3365

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND ) LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 3366

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

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Ackerman 5-6-11 3003

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 187672 | PITCHERS | RAYMOND | E. | 20011203 | 0.50 | 107.29 | 53.64 |
| 187672 | PITCHERS | RAYMOND | E. | 20011217 | 0.50 | 116.70 | 58.35 |
| 187672 | PITCHERS | RAYMOND | E. | 20011231 | 0.50 | 55.90 | 27.95 |
| 187672 | PITCHERS | RAYMOND | E. | 20020114 | 0.50 | 99.75 | 49.87 |
| 187672 | PITCHERS | RAYMOND | E. | 20020128 | 0.50 | 156.65 | 78.32 |
| 187672 | PITCHERS | RAYMOND | E. | 20020211 | 0.50 | 191.64 | 95.82 |
| 187672 | PITCHERS | RAYMOND | E. | 20020225 | 0.50 | 216.08 | 108.04 |
| 187672 | PITCHERS | RAYMOND | E. | 20020311 | 0.50 | 152.44 | 76.22 |
| 187672 | PITCHERS | RAYMOND | E. | 20020325 | 0.50 | 142.50 | 71.25 |
| 187672 | PITCHERS | RAYMOND | E. | 20020408 | 0.50 | 124.58 | 62.29 |
| 187672 | PITCHERS | RAYMOND | E. | 20020422 | 0.50 | 48.66 | 24.33 |
| 187672 | PITCHERS | RAYMOND | E. | 20020506 | 0.50 | 78.62 | 39.31 |
| 187672 | PITCHERS | RAYMOND | E. | 20020520 | 0.50 | 29.34 | 14.67 |
| 187672 | PITCHERS | RAYMOND | E. | 20020603 | 0.50 | 129.51 | 64.75 |
| 187672 | PITCHERS | RAYMOND | E. | 20020617 | 0.50 | 120.96 | 60.48 |
| 187672 | PITCHERS | RAYMOND | E. | 20020701 | 0.50 | 121.24 | 60.62 |
| 187672 | PITCHERS | RAYMOND | E. | 20020715 | 0.50 | 84.99 | 42.49 |
| 187672 | PITCHERS | RAYMOND | E. | 20020729 | 0.50 | 119.39 | 59.69 |
| 187672 | PITCHERS | RAYMOND | E. | 20020812 | 0.50 | 129.47 | 64.73 |
| 187672 | PITCHERS | RAYMOND | E. | 20020826 | 0.50 | 129.78 | 64.89 |
| 187672 | PITCHERS | RAYMOND | E. | 20020909 | 0.50 | 117.22 | 58.61 |
| 187672 | PITCHERS | RAYMOND | E. | 20020923 | 0.50 | 115.51 | 57.75 |
| 187672 | PITCHERS | RAYMOND | E. | 20021007 | 0.50 | 189.84 | 94.92 |
| 187672 | PITCHERS | RAYMOND | E. | 20021021 | 0.50 | 155.26 | 77.63 |
| 187672 | PITCHERS | RAYMOND | E. | 20021104 | 0.50 | 134.78 | 67.39 |
| 187672 | PITCHERS | RAYMOND | E. | 20021118 | 0.50 | 145.63 | 72.81 |
| 187672 | PITCHERS | RAYMOND | E. | 20021202 | 0.50 | 105.34 | 52.67 |
| 187672 | PITCHERS | RAYMOND | E. | 20021216 | 0.50 | 125.69 | 62.84 |
| 187672 | PITCHERS | RAYMOND | E. | 20021230 | 0.50 | 67.59 | 33.79 |
| 187672 | PITCHERS | RAYMOND | E. | 20030113 | 0.50 | 60.89 | 30.44 |
| 187672 | PITCHERS | RAYMOND | E. | 20030127 | 0.50 | 102.37 | 51.18 |
| 187672 | PITCHERS | RAYMOND | E. | 20030210 | 0.50 | 81.47 | 40.73 |
| 187672 | PITCHERS | RAYMOND | E. | 20030224 | 0.50 | 124.60 | 62.30 |
| 187672 | PITCHERS | RAYMOND | E. | 20030310 | 0.50 | 97.52 | 48.76 |
| 187672 | PITCHERS | RAYMOND | E. | 20030324 | 0.50 | 85.81 | 42.90 |
| 187672 | PITCHERS | RAYMOND | E. | 20030407 | 0.50 | 66.82 | 33.41 |
| 280579 | PITTS | TONY | ANTHONY | 20020408 | 0.50 | 31.33 | 15.66 |
| 280579 | PITTS | TONY | ANTHONY | 20020422 | 0.50 | 52.50 | 26.25 |
| 280579 | PITTS | TONY | ANTHONY | 20020506 | 0.50 | 64.31 | 32.15 |
| 280579 | PITTS | TONY | ANTHONY | 20020520 | 0.50 | 55.24 | 27.62 |
| 280579 | PITTS | TONY | ANTHONY | 20020603 | 0.50 | 66.00 | 33.00 |
| 280579 | PITTS | TONY | ANTHONY | 20020617 | 0.50 | 75.00 | 37.50 |
| 280579 | PITTS | TONY | ANTHONY | 20020701 | 0.50 | 75.00 | 37.50 |
| 280579 | PITTS | TONY | ANTHONY | 20020715 | 0.50 | 62.40 | 31.20 |
| 280579 | PITTS | TONY | ANTHONY | 20020729 | 0.50 | 68.76 | 34.38 |
| 280579 | PITTS | TONY | ANTHONY | 20020812 | 0.50 | 63.02 | 31.51 |
| 280579 | PITTS | TONY | ANTHONY | 20020826 | 0.50 | 76.90 | 38.45 |
| 280579 | PITTS | TONY | ANTHONY | 20020909 | 0.50 | 68.98 | 34.49 |
| 280579 | PITTS | TONY | ANTHONY | 20020923 | 0.50 | 87.68 | 43.84 |
| 280579 | PITTS | TONY | ANTHONY | 20021007 | 0.50 | 92.61 | 46.30 |
| 280579 | PITTS | TONY | ANTHONY | 20021021 | 0.50 | 107.97 | 53.98 |
| 280579 | PITTS | TONY | ANTHONY | 20021104 | 0.50 | 81.75 | 40.87 |
| 280579 | PITTS | TONY | ANTHONY | 20021118 | 0.50 | 76.81 | 38.40 |
| 280579 | PITTS | TONY | ANTHONY | 20021202 | 0.50 | 77.60 | 38.80 |

PLAINTIFF'S EXHIBIT E 3368

A - 1288
June 2004

Ackerman 5-6-11 3004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 280579 | PITTS | TONY | ANTHONY | 20021216 | 0.50 | 70.65 | 35.32 |
| 280579 | PITTS | TONY | ANTHONY | 20021230 | 0.50 | 39.80 | 19.90 |
| 280579 | PITTS | TONY | ANTHONY | 20030113 | 0.50 | 47.13 | 23.56 |
| 280579 | PITTS | TONY | ANTHONY | 20030127 | 0.50 | 64.46 | 32.23 |
| 280579 | PITTS | TONY | ANTHONY | 20030210 | 0.50 | 71.88 | 35.94 |
| 280579 | PITTS | TONY | ANTHONY | 20030224 | 0.50 | 63.10 | 31.55 |
| 280579 | PITTS | TONY | ANTHONY | 20030310 | 0.50 | 68.37 | 34.18 |
| 280579 | PITTS | TONY | ANTHONY | 20030324 | 0.50 | 75.62 | 37.81 |
| 280579 | PITTS | TONY | ANTHONY | 20030407 | 0.50 | 117.87 | 58.93 |
| 280579 | PITTS | TONY | ANTHONY | 20030421 | 0.50 | 73.68 | 36.84 |
| 280579 | PITTS | TONY | ANTHONY | 20030505 | 0.50 | 64.79 | 32.39 |
| 280579 | PITTS | TONY | ANTHONY | 20030519 | 0.50 | 128.27 | 64.13 |
| 280579 | PITTS | TONY | ANTHONY | 20030602 | 0.50 | 100.89 | 50.44 |
| 280579 | PITTS | TONY | ANTHONY | 20030616 | 0.50 | 122.55 | 61.27 |
| 280579 | PITTS | TONY | ANTHONY | 20030630 | 0.50 | 91.77 | 45.88 |
| 280579 | PITTS | TONY | ANTHONY | 20030714 | 0.50 | 123.69 | 61.84 |
| 280579 | PITTS | TONY | ANTHONY | 20030728 | 0.50 | 96.86 | 48.43 |
| 280579 | PITTS | TONY | ANTHONY | 20030811 | 0.50 | 105.11 | 52.55 |
| 280579 | PITTS | TONY | ANTHONY | 20030825 | 0.50 | 107.88 | 53.94 |
| 280579 | PITTS | TONY | ANTHONY | 20030908 | 0.50 | 90.21 | 45.10 |
| 280579 | PITTS | TONY | ANTHONY | 20030922 | 0.50 | 109.59 | 54.79 |
| 280579 | PITTS | TONY | ANTHONY | 20031006 | 0.50 | 92.00 | 46.00 |
| 280579 | PITTS | TONY | ANTHONY | 20031020 | 0.50 | 86.77 | 43.38 |
| 280579 | PITTS | TONY | ANTHONY | 20031103 | 0.50 | 82.71 | 41.35 |
| 280579 | PITTS | TONY | ANTHONY | 20031117 | 0.50 | 87.29 | 43.64 |
| 280579 | PITTS | TONY | ANTHONY | 20031201 | 0.50 | 68.50 | 34.25 |
| 280579 | PITTS | TONY | ANTHONY | 20031215 | 0.50 | 106.63 | 53.31 |
| 280579 | PITTS | TONY | ANTHONY | 20031229 | 0.50 | 99.11 | 49.55 |
| 280579 | PITTS | TONY | ANTHONY | 20040112 | 0.50 | 56.75 | 28.37 |
| 280579 | PITTS | TONY | ANTHONY | 20040126 | 0.50 | 113.85 | 56.92 |
| 280579 | PITTS | TONY | ANTHONY | 20040209 | 0.50 | 115.58 | 57.79 |
| 280579 | PITTS | TONY | ANTHONY | 20040223 | 0.50 | 136.11 | 68.05 |
| 280579 | PITTS | TONY | ANTHONY | 20040308 | 0.50 | 122.51 | 61.25 |
| 280579 | PITTS | TONY | ANTHONY | 20040322 | 0.50 | 124.49 | 62.24 |
| 280579 | PITTS | TONY | ANTHONY | 20040405 | 0.50 | 114.29 | 57.14 |
| 280579 | PITTS | TONY | ANTHONY | 20040419 | 0.50 | 109.46 | 54.73 |
| 280579 | PITTS | TONY | ANTHONY | 20040503 | 0.50 | 118.96 | 59.48 |
| 280579 | PITTS | TONY | ANTHONY | 20040517 | 0.50 | 128.55 | 64.27 |
| 280579 | PITTS | TONY | ANTHONY | 20040531 | 0.50 | 91.50 | 45.75 |
| 259956 | PLANTER | CHRISTOPHE | D. | 19991206 | 0.35 | 55.77 | 19.51 |
| 259956 | PLANTER | CHRISTOPHE | D. | 19991206 | 0.55 | 5.00 | 2.75 |
| 259956 | PLANTER | CHRISTOPHE | D. | 19991220 | 2.50 | 2.00 | 5.00 |
| 259956 | PLANTER | CHRISTOPHE | D. | 19991220 | 0.35 | 69.35 | 24.27 |
| 259956 | PLANTER | CHRISTOPHE | D. | 19991220 | 0.55 | 7.75 | 4.26 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000103 | 0.35 | 35.02 | 12.25 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000103 | 0.55 | 2.03 | 1.11 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000117 | 0.50 | 73.08 | 36.54 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000131 | 0.50 | 60.63 | 30.31 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000214 | 0.35 | 57.85 | 20.24 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000228 | 0.50 | 67.32 | 33.66 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000228 | 1.05 | 15.00 | 15.75 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000313 | 0.35 | 56.63 | 19.82 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000327 | 0.50 | 75.00 | 37.50 |
| 259956 | PLANTER | CHRISTOPHE | D. | 20000327 | 0.55 | 3.60 | 1.98 |

3369

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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PLAINTIFF'S EXHIBIT H

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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11-8-04

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
## INMATE GRIEVANCE FORM
## STEP 2

Office Use Only
Grievance No. CC 0664-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE NAME: Pitts, Tony A.
SCDC NUMBER: #280579 NOV 08 2004
INSTITUTION: ~~Sieber Corr.Inst.~~ RCI pp
HOUSING UNIT: ~~Cooper E 35~~ GB-13
WORK ASSIGNMENT: PI-2

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker do require payment of prevailing wages. Grievants were employed by NTI and SCDC was NTI's "agent" in paying our wages. Adkins and Wicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Kesterock on 9/21/04.

Tony A. Pitts 11-04-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

3-14-07
Signature Date

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

Tony A Pitts 5/18/07 M. E Nmitam 5/18/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10 5A (November 1997)

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Ackerman 5-6-11 3009

PITTS LCI-0664-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on March 27, 2002 and that your participation in this project ended on July 28, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Tony Pitts, #280579,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. 07-ALJ-04-____-____
GRIEVANCE NO.: _____

Notice is hereby given that Tony Pitts does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Tony Pitts
Appellant's Name

Ridgeland C.I.
P. ~~O. Box 2039~~
Mailing Address

Ridgeland, SC 29936
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| TONY PITTS, #280579 | ) | |
| | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Kevin Poston INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 266083

INSTITUTION: ~~Lieber CF~~ Evans

HOUSING UNIT: Cooper A-15

WORK ASSIGNMENT: PI 1

Office Use Only

Grievance No. Lieber 0754-04

Code: General NM

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and emplo ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Kevin Poston 9-27-04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carlton 10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal.

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N/A

Grievant Signature Date

SCDC 10-5 (Rev November 1997)

Ackerman 5-6-11 3015

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature 5/16/07 Date

~~IGC~~ IGA Signature 5.15.07 Date

Served by: M.S Ruiseau Miller 5/16/07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Mr. K. Boston, #266083 LC10754-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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POSTON LCI-0754-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 27, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 17, 2002 and that you ended your participation in this project on December 8, 2003.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

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specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

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AMENDMENT TO GRIEVANCE OF KEVIN POSTON, #266083

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 902.12 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1293-1294; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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AMENDMENT TO GRIEVANCE OF KEVIN POSTON, #266083

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* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| | PARKS, RICKY | 269069 | C A 32 | 1 | 10/16/00 | 9/7/01 |
| MB 3 | PARRIS, ROBERT | 267328 | A A 31 | 2 | 10/8/02 | 12/3/02 |
| MI 2 | PARTLOW, CEDRIC | 271720 | C B 50 | 2 | 9/27/01 | 11/18/02 |
| MI 3 | PASCHAZ, K | 250058 | C A 0 | 0 | | 10/25/99 |
| | PATTERSON, FRANK | 283098 | A A 25 | 1 | 7/29/02 | 8/1/02 |
| | PATTERSON, MARK | 261315 | M X 0 | 2 | 1/4/00 | 7/7/00 |
| | PAULEY, WILLIAM | 264204 | C 0 | 1 | 3/21/00 | 4/10/00 |
| MI 3 | PAULSEN, PETER | 215178 | S A 32 | 2 | 9/19/02 | 10/2/02 |
| MI 3 | PAYTON, JESSE | 298449 | WA111 | 3 | | 3/17/04 |
| MI 3 | PENDYGRAFF, RAYMOND | 288567 | A B 16 | 1 | 6/26/03 | 6/26/03 |
| MI 3 | PEREZ, JOSE | 237727 | C A 56 | 1 | 10/1/02 | 5/2/03 |
| | PERRY, DERRICK | 256662 | C B 40 | 1 | 2/15/00 | 11/16/00 |
| | PERRY, LEONARD | 226361 | C B 61 | 1 | 4/10/00 | 7/24/00 |
| MI 3 | PETERSON, TONY | 179722 | E A 27 | 1 | 1/30/03 | 1/31/03 |
| | PHOENIX, MARIO | 278599 | E B 15 | 1 | 10/26/01 | 12/11/01 |
| MI 3 | PIEDEA, OLANDO | 289186 | C B 55 | 1 | 7/2/03 | 1/28/04 |
| MI 3 | PIKE, JOHNNY | 290281 | E B 32 | 1 | 6/26/03 | 6/30/03 |
| | PINKNEY, REGGIE | 259522 | M X 0 | 2 | 2/8/00 | 8/24/00 |
| | PINO, NORMAN | 276950 | S A 17 | 2 | 8/30/01 | 8/31/01 |
| MI 2 | PITCHERS, RAYMOND | 187672 | C B 26 | 1 | 7/2/00 | 5/19/03 |
| MI 2 | PITTS, TONY | 280579 | C B 33 | 1 | 3/27/02 | 6/24/04 |
| | PLANTER, CHRISTOPHER | 259956 | C A 30 | 1 | 11/10/99 | 8/30/00 |
| | PLATT, BRADFORD | 252308 | M X 0 | 0 | 1/6/00 | 12/10/01 |
| | PLOUGH, STEVEN | 253961 | C A 4 | 1 | 5/22/00 | 4/10/01 |
| MI 3 | POE, JOHN | 261554 | C B 30 | 1 | 6/26/03 | 9/29/03 |
| | POLLINS, HORACE | 251481 | C B 31 | 1 | 5/6/02 | 7/31/02 |
| | POOLER, CHARLES | 258432 | C A 1 | 1 | 12/5/00 | 8/5/02 |
| | PORCHER, RICHARD | 266823 | C X 0 | 1 | 12/5/00 | 12/29/99 |
| | PORTERFIELD, BRIAN | 257684 | C A 29 | 1 | 8/11/99 | 12/29/99 |
| | POSTON, JESSIE | 254617 | C 0 | 1 | 3/29/00 | 4/1/00 |
| MI 3 | POSTON, KEVIN | 266083 | S A 18 | 1 | 9/17/02 | 12/8/03 |
| | PRESSIE, FREDERICK | 269117 | A B 37 | 1 | 10/16/00 | 1/8/01 |
| | PRESSLEY, RODNEY | 177947 | C 0 | 1 | 11/4/99 | 1/4/00 |
| | PRINGLE, ALJEROLD | 235587 | E A 23 | 1 | 7/27/01 | 9/14/01 |
| MI 3 | PRINGLE, GERMAINE | 250390 | C B 44 | 1 | 4/11/02 | 6/24/04 |
| MI 3 | PRIOLEAU, FRANCIS | 268813 | C B 55 | 1 | 4/2/01 | 6/24/04 |
| | PRIOLEAU, MARION | 234954 | E A 28 | 1 | 12/5/00 | 1/16/01 |
| | PRITCHARD, ALLEN | 219121 | A B 51 | 1 | 5/16/00 | 5/31/00 |
| | PRITCHETT, THOMAS | 260687 | S B 60 | 1 | 10/29/01 | 1/22/02 |
| | PROCHER, RICHARD | 266823 | C B 20 | 1 | 12/5/00 | 11/5/01 |
| | PUGH, COREY | 271993 | A B 29 | 2 | 9/27/01 | 10/18/01 |
| | QUEEN, JIMMY | 235276 | C A 46 | 1 | 2/8/00 | 10/25/00 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 15 | 1 | 11/10/03 | 12/3/03 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 24 | 1 | 8/7/02 | 5/2/03 |
| | RAFSANJONI, KHALIL | 189566 | S B 16 | 1 | 6/24/02 | 7/12/02 |
| | RAHEEM, AQUIL | 231826 | C B 1 | 0 | 6/2/00 | 5/26/00 |

PLAINTIFF'S EXHIBIT A

A - 0791
June 2004

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STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 3389

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C



Ackerman 5-6-11 3026

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 258432 | POOLER | CHARLES | | 20020812 | 0.50 | 60.49 | 30.24 |
| 266823 | PORCHER | RICHARD | | 20010423 | 0.50 | 72.60 | 36.30 |
| 266823 | PORCHER | RICHARD | | 20010507 | 0.50 | 68.57 | 34.28 |
| 266823 | PORCHER | RICHARD | | 20010521 | 0.50 | 37.73 | 18.86 |
| 266823 | PORCHER | RICHARD | | 20010604 | 0.50 | 34.17 | 17.08 |
| 266823 | PORCHER | RICHARD | | 20010618 | 0.50 | 72.45 | 36.22 |
| 266823 | PORCHER | RICHARD | | 20010702 | 0.50 | 89.31 | 44.65 |
| 266823 | PORCHER | RICHARD | | 20010716 | 0.50 | 26.50 | 13.25 |
| 266823 | PORCHER | RICHARD | | 20010910 | 0.50 | 57.58 | 28.79 |
| 266823 | PORCHER | RICHARD | | 20010924 | 0.50 | 102.51 | 51.25 |
| 266823 | PORCHER | RICHARD | | 20011008 | 0.50 | 113.82 | 56.91 |
| 266823 | PORCHER | RICHARD | | 20011022 | 0.50 | 103.35 | 51.67 |
| 266823 | PORCHER | RICHARD | | 20011105 | 0.50 | 17.26 | 8.63 |
| 257684 | PORTERFIELD | BRIAN | D. | 19990830 | 0.35 | 78.50 | 27.47 |
| 257684 | PORTERFIELD | BRIAN | D. | 19990830 | 0.55 | 4.50 | 2.47 |
| 257684 | PORTERFIELD | BRIAN | D. | 19990913 | 0.35 | 72.00 | 25.20 |
| 257684 | PORTERFIELD | BRIAN | D. | 19990913 | 0.55 | 21.00 | 11.55 |
| 257684 | PORTERFIELD | BRIAN | D. | 19990927 | 0.35 | 55.00 | 19.25 |
| 257684 | PORTERFIELD | BRIAN | D. | 19990927 | 0.55 | 12.75 | 7.01 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991011 | 0.50 | 67.50 | 33.75 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991011 | 0.55 | 23.75 | 13.06 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991025 | 0.50 | 65.75 | 32.87 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991108 | 0.50 | 74.00 | 37.00 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991122 | 0.50 | 66.00 | 33.00 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991206 | 0.50 | 46.25 | 23.12 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991220 | 2.50 | 2.00 | 5.00 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991220 | 0.50 | 74.85 | 37.42 |
| 257684 | PORTERFIELD | BRIAN | D. | 19991220 | 0.55 | 1.50 | 0.82 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000103 | 0.50 | 37.12 | 18.56 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000103 | 0.55 | 4.17 | 2.29 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000117 | 0.35 | 51.75 | 18.11 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000117 | 0.55 | 2.07 | 1.13 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000131 | 0.35 | 51.48 | 18.01 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000131 | 0.15 | 51.75 | 7.76 |
| 257684 | PORTERFIELD | BRIAN | D. | 20000214 | 0.55 | 5.50 | 3.02 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000117 | 0.35 | 73.10 | 25.58 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000117 | 0.55 | 7.50 | 4.12 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000131 | 0.35 | 49.82 | 17.43 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000214 | 0.35 | 71.98 | 25.19 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000228 | 0.50 | 67.50 | 33.75 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000228 | 1.05 | 15.00 | 15.75 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000313 | 0.50 | 66.48 | 33.24 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000327 | 0.50 | 75.00 | 37.50 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000327 | 0.55 | 1.62 | 0.89 |
| 254617 | POSTON | JESSIE | MATTHEW | 20000410 | 0.35 | 34.33 | 12.01 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021007 | 0.50 | 50.03 | 25.01 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021021 | 0.50 | 42.00 | 21.00 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021104 | 0.50 | 50.79 | 25.39 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021118 | 0.50 | 70.38 | 35.19 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021202 | 0.50 | 64.17 | 32.08 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021216 | 0.50 | 58.17 | 29.08 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20021230 | 0.50 | 37.50 | 18.75 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030113 | 0.50 | 55.96 | 27.98 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030127 | 0.50 | 71.46 | 35.73 |

PLAINTIFF'S EXHIBIT F

3351

A - 1293
June 2004

Ackerman 5-6-11 3027

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 266083 | POSTON | KEVIN | DOUGLAS | 20030210 | 0.50 | 77.14 | 38.57 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030224 | 0.50 | 43.14 | 21.57 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030310 | 0.50 | 78.74 | 39.37 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030324 | 0.50 | 95.85 | 47.92 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030407 | 0.50 | 67.50 | 33.75 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20031229 | 0.50 | 17.50 | 8.75 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20031229 | 0.50 | 21.79 | 10.89 |
| 269117 | PRESSIE | FREDERICK | T. | 20001023 | 0.50 | 16.73 | 8.36 |
| 269117 | PRESSIE | FREDERICK | T. | 20001106 | 0.50 | 44.06 | 22.03 |
| 269117 | PRESSIE | FREDERICK | T. | 20001120 | 0.50 | 14.99 | 7.49 |
| 269117 | PRESSIE | FREDERICK | T. | 20001204 | 0.50 | 25.39 | 12.69 |
| 269117 | PRESSIE | FREDERICK | T. | 20001218 | 0.50 | 27.69 | 13.84 |
| 177947 | PRESSLEY | RODNEY | J. | 19991122 | 0.35 | 67.50 | 23.62 |
| 177947 | PRESSLEY | RODNEY | J. | 19991122 | 0.55 | 7.50 | 4.12 |
| 177947 | PRESSLEY | RODNEY | J. | 19991122 | 0.35 | 15.00 | 5.25 |
| 177947 | PRESSLEY | RODNEY | J. | 19991206 | 0.35 | 48.80 | 17.08 |
| 177947 | PRESSLEY | RODNEY | J. | 19991220 | 2.50 | 2.00 | 5.00 |
| 177947 | PRESSLEY | RODNEY | J. | 19991220 | 0.35 | 67.37 | 23.57 |
| 177947 | PRESSLEY | RODNEY | J. | 20000103 | 0.50 | 37.37 | 18.68 |
| 177947 | PRESSLEY | RODNEY | J. | 20000117 | 0.50 | 15.00 | 7.50 |
| 235587 | PRINGLE | AL | JEROLD | 20010827 | 0.50 | 22.90 | 11.45 |
| 235587 | PRINGLE | AL | JEROLD | 20010910 | 0.50 | 45.24 | 22.62 |
| 235587 | PRINGLE | AL | JEROLD | 20010924 | 0.50 | 18.97 | 9.48 |
| 250390 | PRINGLE | GERMAINE | | 20020422 | 0.50 | 30.10 | 15.05 |
| 250390 | PRINGLE | GERMAINE | | 20020506 | 0.50 | 50.62 | 25.31 |
| 250390 | PRINGLE | GERMAINE | | 20020520 | 0.50 | 47.25 | 23.62 |
| 250390 | PRINGLE | GERMAINE | | 20020603 | 0.50 | 47.25 | 23.62 |
| 250390 | PRINGLE | GERMAINE | | 20020617 | 0.50 | 67.13 | 33.56 |
| 250390 | PRINGLE | GERMAINE | | 20020701 | 0.50 | 75.00 | 37.50 |
| 250390 | PRINGLE | GERMAINE | | 20020715 | 0.50 | 54.27 | 27.13 |
| 250390 | PRINGLE | GERMAINE | | 20020729 | 0.50 | 88.20 | 44.10 |
| 250390 | PRINGLE | GERMAINE | | 20020812 | 0.50 | 95.23 | 47.61 |
| 250390 | PRINGLE | GERMAINE | | 20020826 | 0.50 | 100.76 | 50.38 |
| 250390 | PRINGLE | GERMAINE | | 20020909 | 0.50 | 80.25 | 40.12 |
| 250390 | PRINGLE | GERMAINE | | 20020923 | 0.50 | 88.10 | 44.05 |
| 250390 | PRINGLE | GERMAINE | | 20021007 | 0.50 | 114.99 | 57.49 |
| 250390 | PRINGLE | GERMAINE | | 20021021 | 0.50 | 96.71 | 48.35 |
| 250390 | PRINGLE | GERMAINE | | 20021104 | 0.50 | 77.78 | 38.89 |
| 250390 | PRINGLE | GERMAINE | | 20021118 | 0.50 | 98.21 | 49.10 |
| 250390 | PRINGLE | GERMAINE | | 20021202 | 0.50 | 94.21 | 47.10 |
| 250390 | PRINGLE | GERMAINE | | 20021216 | 0.50 | 85.38 | 42.69 |
| 250390 | PRINGLE | GERMAINE | | 20021230 | 0.50 | 39.87 | 19.93 |
| 250390 | PRINGLE | GERMAINE | | 20030113 | 0.50 | 69.18 | 34.59 |
| 250390 | PRINGLE | GERMAINE | | 20030127 | 0.50 | 61.88 | 30.94 |
| 250390 | PRINGLE | GERMAINE | | 20030210 | 0.50 | 67.83 | 33.91 |
| 250390 | PRINGLE | GERMAINE | | 20030224 | 0.50 | 67.51 | 33.75 |
| 250390 | PRINGLE | GERMAINE | | 20030310 | 0.50 | 56.22 | 28.11 |
| 250390 | PRINGLE | GERMAINE | | 20030324 | 0.50 | 69.45 | 34.72 |
| 250390 | PRINGLE | GERMAINE | | 20030407 | 0.50 | 37.91 | 18.95 |
| 250390 | PRINGLE | GERMAINE | | 20030714 | 0.50 | 127.28 | 63.64 |
| 250390 | PRINGLE | GERMAINE | | 20030728 | 0.50 | 104.81 | 52.40 |
| 250390 | PRINGLE | GERMAINE | | 20030811 | 0.50 | 76.59 | 38.29 |
| 250390 | PRINGLE | GERMAINE | | 20030825 | 0.50 | 116.20 | 58.10 |
| 250390 | PRINGLE | GERMAINE | | 20030908 | 0.50 | 75.28 | 37.64 |

PLAINTIFF'S EXHIBIT F

3352

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3393

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor; Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3395

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. Lieber 075404
Code: General
Policy
Disc. Hear.
Class.
Date Received 5-20-07
IGC Initials
Rec'd 7-27-07 am
✔ IGA - ABH 7-13-07

INMATE NAME: Kevin Poston
SCDC NUMBER: 266083
INSTITUTION: Evans CI
HOUSING UNIT: F-1-A-281
WORK ASSIGNMENT: PI

RECEIVED
MAY 23 2007
INMATE GRIEVANCE

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that §24-3-430's wage provisions were "mandatory", and created a "statutory right to the payment of a prevailing wage". These cases further held that inmates can grieve SCDC's failure to pay prevailing wages under §24-3-430, with review by the ALJ.

SCDC owes Grievant back wages, because it failed to pay prevailing wages prior to July 1, 2001, and $4/hour thereafter. And what it did pay was but a fraction of these amounts. Thus, the wage rate SCDC paid was not correct, and back wages are owed.

Grievant incorporates by reference Exhibits A-H attached to grievances filed by Darrell Williams and counsel on September 22, 2004.

Kevin Poston 5.18.07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

8-1-07 H.S. Redfearn-Miller 8-1-07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3396

Ackerman 5-6-11 3032

POSTON LCI-0754-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 18, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 17, 2002 and that your participation in this project ended on December 8, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.
Moreover, you filed your Step 1 grievance over two (2) years after SCDC first paid you for your participation in the project located at Lieber, over nine (9) months after your participation in the project at Lieber ended, and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13:1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3357

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Kevin Poston, #266083,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07__-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Kevin Poston does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-1-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.
2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.
3. Applying §13.1 to these facts violated due process.
4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.
5. Grievance proved all elements of claim for prevailing/negot. wages.
6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.
7. To extent Appellant worked OT he is entitled to it under SCDC policy
8. Appellant claims pre/post judgment interest, costs and attorney fees

Kevin Poston
Appellant's Name

Evans C.I.
~~610 Hwy 9 West~~
Mailing Address

~~Bennettsville, SC 29512~~
City, State, Zip Code

none
Telephone Number

Signed

8-7-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3398

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| KEVIN POSTON, #266083 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D. H. Westbrook
Douglas H. Westbrook

3399

NO Step 2- due Step 8-607 Found by Bowie 7/20/07 JL

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: R. Priestley 11
SCDC NUMBER: 177947
INSTITUTION: Lieber
HOUSING UNIT: Ashley B-41
WORK ASSIGNMENT: Dorm

RECEIVED
JUN 04 2007
INMATE GRIEVANCE
(AB54)

Office Use Only
Grievance No. LEB 0233 07
Code: General
Policy
Disc. Hear.
Class.
Date Received 5/31
IGC Initials
7-10

STATE GRIEVANCE (include documentation, and date of incident if SCDC Policy, indicate which policy) Grievant was/is employed in the WTI/Lieber service work program. From 1999/July 2001, S.C. Code 24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G,H).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hr (Stat. at Large, No. 66, 837.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of approx. $1/hr, and usually less. Exhibits document a .35/hr base rate (Exh. B,D,E), maximum of $1/hr (Exh E), the 9-30-98 contract specifying a $4/hr wage (Exh B,C), employee roster (Exh A), and pay dates, rates, hours, and pay for Grievant (Exh F).

* Exhibits A-H attached to two grievances filed by Darrell Williams #219730 and counsel on 9-22-04 are incorporated herein by reference. Attacned in part are Exhibits A,C,F, & H.

ACTION REQUESTED: Back wages for hrs in 1999 at 9.68/hr; nrs in 2000 at 10.66/hr; hrs in 1-1-01/6-30-01 at 11.08/hr; and hrs * 7-1-01/present at $4/hr; less wages paid, 824-3-40 deductions, and soc. sec/medicare; plus interest, costs, and atty fees.

* Hours "plus" indicates possible work past latest date in Exh F, June 2004.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Workers have requested WTI/Lieber to pay prevailing wages, and Darrell Williams in 2001 grieved improper wages which was dismissed for want of jurisdiction. In 2002, Williams brought a class action for improper wages. On Aug. 23, 2004, the SC Sup. Court in Adkins and Wicker held the prevailing wage provision was mandatory and workers could file a grievance for back wages.

Rodney Priestley 5-23-07
Grievant Signature Date

ACTION TAKEN BY IGC:

SEE WARDEN'S RESPONSE

Ann Haeeman 7-11-07
~~IGC~~ Signature Date

☒ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

IGA N/A
Grievant Signature Date

3400

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 3036

WARDEN'S DECISION AND REASON:

SEE ATTACHED

Fred A Thompson 7/13/07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Rodney Kessler 8-1-07
Grievant Signature Date
NO STEP 2

Ramsaur 8-1-07
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3401

3

PRESSLEY LCI-0733-07

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated May 23, 2007 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your voluntary participation in the prison industries project at Lieber began on November 4, 1999 and ended on January 11, 2000.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

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PRESSLEY LCI-0733-07

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

If you wish to appeal my decision you have 5 days to file you Step 2 appeal in accordance with procedure #5 listed below.

3404

8

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Rodney Pressley, #177947,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Rodney Pressley does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Rodney Pressley
Appellant's Name

Lee C.I.
Mailing Address

990 Wisacky Hwy

Bishopville, SC 29010
City, State, Zip Code

none
Telephone Number

Signed

11-6-04
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3405

Ackerman 5-6-11 3041

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| RODNEY PRESSLEY, #177947 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |
| | ) | |

I certify that on the 7th day of Nov., 2008, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3406

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Germaine Pringle
SCDC NUMBER: 256390
INSTITUTION: Lieber Corr. Inst
HOUSING UNIT: Cooper B-44
WORK ASSIGNMENT: P.I #2

Office Use Only
Grievance No Lieber 0634-04
Code: General MM
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) The department is asked to review and determine whether I am entitled to recieve back wages due to me from working at Lieber Prison Ind. Program when they only paid me $0.35 cent an hour not prevailing wages as required under South Carolina Cod Sec 24-3450(A-F) The fact they denied me Prevailing wages from 2002-04

ACTION REQUESTED: All money due to me be paid at prevailing wage and over time rate, & prevailing wage be paid

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: Law suit was filed ordered to fill Grievant by Court Wicker V. S.C.D.C Adkins V. S.C.D.C

Germaine Pringle 9-9-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

[signature] 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

[signature] 11-2-04
Grievant Signature Date

SCDC 10 5 (Rev. November 1997) 3407

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3043

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3408

Inmate B. Pringle, #250390 LCI 0634-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3410

AMENDMENT TO GRIEVANCE OF GERMAINE PRINGLE, #250390

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4269.27 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1294-1295; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3411

AMENDMENT TO GRIEVANCE OF GERMAINE PRINGLE, #250390

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4269.27 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1294-1295; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| | PARKS, RICKY | 269069 | C A 32 | 1 | 10/16/00 | 9/7/01 |
| MB 3 | PARRIS, ROBERT | 267328 | A A 31 | 2 | 10/8/02 | 12/3/02 |
| MI 2 | PARTLOW, CEDRIC | 271720 | C B 50 | 2 | 9/27/01 | 11/18/02 |
| MI 3 | PASCHAZ, K | 250058 | C A 0 | 0 | | 10/25/99 |
| | PATTERSON, FRANK | 283098 | A A 25 | 1 | 7/29/02 | 8/1/02 |
| | PATTERSON, MARK | 261315 | M X 0 | 2 | 1/4/00 | 7/7/00 |
| | PAULEY, WILLIAM | 264204 | C 0 | 1 | 3/21/00 | 4/10/00 |
| MI 3 | PAULSEN, PETER | 215178 | S A 32 | 2 | 9/19/02 | 10/2/02 |
| MI 3 | PAYTON, JESSE | 298449 | WA111 | 3 | | 3/17/04 |
| MI 3 | PENDYGRAFF, RAYMOND | 288567 | A B 16 | 1 | 6/26/03 | 6/26/03 |
| MI 3 | PEREZ, JOSE | 237727 | C A 56 | 1 | 10/1/02 | 5/2/03 |
| | PERRY, DERRICK | 256662 | C B 40 | 1 | 2/15/00 | 11/16/00 |
| | PERRY, LEONARD | 226361 | C B 61 | 1 | 4/10/00 | 7/24/00 |
| MI 3 | PETERSON, TONY | 179722 | E A 27 | 1 | 1/30/03 | 1/31/03 |
| | PHOENIX, MARIO | 278599 | E B 15 | 1 | 10/26/01 | 12/11/01 |
| MI 3 | PIEDEA, OLANDO | 289186 | C B 55 | 1 | 7/2/03 | 1/28/04 |
| MI 3 | PIKE, JOHNNY | 290281 | E B 32 | 1 | 6/26/03 | 6/30/03 |
| | PINKNEY, REGGIE | 259522 | M X 0 | 2 | 2/8/00 | 8/24/00 |
| | PINO, NORMAN | 276950 | S A 17 | 2 | 8/30/01 | 8/31/01 |
| MI 2 | PITCHERS, RAYMOND | 187672 | C B 26 | 1 | 7/2/00 | 5/19/03 |
| MI 2 | PITTS, TONY | 280579 | C B 33 | 1 | 3/27/02 | 6/24/04 |
| | PLANTER, CHRISTOPHER | 259956 | C A 30 | 1 | 11/10/99 | 8/30/00 |
| | PLATT, BRADFORD | 252308 | M X 0 | 0 | 1/6/00 | 12/10/01 |
| | PLOUGH, STEVEN | 253961 | C A 4 | 1 | 5/22/00 | 4/10/01 |
| MI 3 | POE, JOHN | 261554 | C B 30 | 1 | 6/26/03 | 9/29/03 |
| | POLLINS, HORACE | 251481 | C B 31 | 1 | 5/6/02 | 7/31/02 |
| | POOLER, CHARLES | 258432 | C A 1 | 1 | 12/5/00 | 8/5/02 |
| | PORCHER, RICHARD | 266823 | C X 0 | 1 | 12/5/00 | 12/29/99 |
| | PORTERFIELD, BRIAN | 257684 | C A 29 | 1 | 8/11/99 | 12/29/99 |
| | POSTON, JESSIE | 254617 | C 0 | 1 | 3/29/00 | 4/1/00 |
| MI 3 | POSTON, KEVIN | 266083 | S A 18 | 1 | 9/17/02 | 12/8/03 |
| | PRESSIE, FREDERICK | 269117 | A B 37 | 1 | 10/16/00 | 1/8/01 |
| | PRESSLEY, RODNEY | 177947 | C 0 | 1 | 11/4/99 | 1/4/00 |
| | PRINGLE, ALJEROLD | 235587 | E A 23 | 1 | 7/27/01 | 9/14/01 |
| MI 3 | PRINGLE, GERMAINE | 250390 | C B 44 | 1 | 4/11/02 | 6/24/04 |
| MI 3 | PRIOLEAU, FRANCIS | 268813 | C B 55 | 1 | 4/2/01 | 6/24/04 |
| | PRIOLEAU, MARION | 234954 | E A 28 | 1 | 12/5/00 | 1/16/01 |
| | PRITCHARD, ALLEN | 219121 | A B 51 | 1 | 5/16/00 | 5/31/00 |
| | PRITCHETT, THOMAS | 260687 | S B 60 | 1 | 10/29/01 | 1/22/02 |
| | PROCHER, RICHARD | 266823 | C B 20 | 1 | 12/5/00 | 11/5/01 |
| | PUGH, COREY | 271993 | A B 29 | 2 | 9/27/01 | 10/18/01 |
| | QUEEN, JIMMY | 235276 | C A 46 | 1 | 2/8/00 | 10/25/00 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 15 | 1 | 11/10/03 | 12/3/03 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 24 | 1 | 8/7/02 | 5/2/03 |
| | RAFSANJONI, KHALIL | 189566 | S B 16 | 1 | 6/24/02 | 7/12/02 |
| | RAHEEM, AQUIL | 231826 | C B 1 | 0 | 6/2/00 | 5/26/00 |

PLAINTIFF'S EXHIBIT A

A - 0791
June 2004

3413

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 [illegible]. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

3414

A - 0081
June 2004

00021

Ackerman 5-6-11 3050

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C

3415



00626

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 266083 | POSTON | KEVIN | DOUGLAS | 20030210 | 0.50 | 77.14 | 38.57 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030224 | 0.50 | 43.14 | 21.57 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030310 | 0.50 | 78.74 | 39.37 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030324 | 0.50 | 95.85 | 47.92 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20030407 | 0.50 | 67.50 | 33.75 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20031229 | 0.50 | 17.50 | 8.75 |
| 266083 | POSTON | KEVIN | DOUGLAS | 20031229 | 0.50 | 21.79 | 10.89 |
| 269117 | PRESSIE | FREDERICK | T. | 20001023 | 0.50 | 16.73 | 8.36 |
| 269117 | PRESSIE | FREDERICK | T. | 20001106 | 0.50 | 44.06 | 22.03 |
| 269117 | PRESSIE | FREDERICK | T. | 20001120 | 0.50 | 14.99 | 7.49 |
| 269117 | PRESSIE | FREDERICK | T. | 20001204 | 0.50 | 25.39 | 12.69 |
| 269117 | PRESSIE | FREDERICK | T. | 20001218 | 0.50 | 27.69 | 13.84 |
| 177947 | PRESSLEY | RODNEY | J. | 19991122 | 0.35 | 67.50 | 23.62 |
| 177947 | PRESSLEY | RODNEY | J. | 19991122 | 0.55 | 7.50 | 4.12 |
| 177947 | PRESSLEY | RODNEY | J. | 19991122 | 0.35 | 15.00 | 5.25 |
| 177947 | PRESSLEY | RODNEY | J. | 19991206 | 0.35 | 48.80 | 17.08 |
| 177947 | PRESSLEY | RODNEY | J. | 19991220 | 2.50 | 2.00 | 5.00 |
| 177947 | PRESSLEY | RODNEY | J. | 19991220 | 0.35 | 67.37 | 23.57 |
| 177947 | PRESSLEY | RODNEY | J. | 20000103 | 0.50 | 37.37 | 18.68 |
| 177947 | PRESSLEY | RODNEY | J. | 20000117 | 0.50 | 15.00 | 7.50 |
| 235587 | PRINGLE | AL | JEROLD | 20010827 | 0.50 | 22.90 | 11.45 |
| 235587 | PRINGLE | AL | JEROLD | 20010910 | 0.50 | 45.24 | 22.62 |
| 235587 | PRINGLE | AL | JEROLD | 20010924 | 0.50 | 18.97 | 9.48 |
| 250390 | PRINGLE | GERMAINE | | 20020422 | 0.50 | 30.10 | 15.05 |
| 250390 | PRINGLE | GERMAINE | | 20020506 | 0.50 | 50.62 | 25.31 |
| 250390 | PRINGLE | GERMAINE | | 20020520 | 0.50 | 47.25 | 23.62 |
| 250390 | PRINGLE | GERMAINE | | 20020603 | 0.50 | 47.25 | 23.62 |
| 250390 | PRINGLE | GERMAINE | | 20020617 | 0.50 | 67.13 | 33.56 |
| 250390 | PRINGLE | GERMAINE | | 20020701 | 0.50 | 75.00 | 37.50 |
| 250390 | PRINGLE | GERMAINE | | 20020715 | 0.50 | 54.27 | 27.13 |
| 250390 | PRINGLE | GERMAINE | | 20020729 | 0.50 | 88.20 | 44.10 |
| 250390 | PRINGLE | GERMAINE | | 20020812 | 0.50 | 95.23 | 47.61 |
| 250390 | PRINGLE | GERMAINE | | 20020826 | 0.50 | 100.76 | 50.38 |
| 250390 | PRINGLE | GERMAINE | | 20020909 | 0.50 | 80.25 | 40.12 |
| 250390 | PRINGLE | GERMAINE | | 20020923 | 0.50 | 88.10 | 44.05 |
| 250390 | PRINGLE | GERMAINE | | 20021007 | 0.50 | 114.99 | 57.49 |
| 250390 | PRINGLE | GERMAINE | | 20021021 | 0.50 | 96.71 | 48.35 |
| 250390 | PRINGLE | GERMAINE | | 20021104 | 0.50 | 77.78 | 38.89 |
| 250390 | PRINGLE | GERMAINE | | 20021118 | 0.50 | 98.21 | 49.10 |
| 250390 | PRINGLE | GERMAINE | | 20021202 | 0.50 | 94.21 | 47.10 |
| 250390 | PRINGLE | GERMAINE | | 20021216 | 0.50 | 85.38 | 42.69 |
| 250390 | PRINGLE | GERMAINE | | 20021230 | 0.50 | 39.87 | 19.93 |
| 250390 | PRINGLE | GERMAINE | | 20030113 | 0.50 | 69.18 | 34.59 |
| 250390 | PRINGLE | GERMAINE | | 20030127 | 0.50 | 61.88 | 30.94 |
| 250390 | PRINGLE | GERMAINE | | 20030210 | 0.50 | 67.83 | 33.91 |
| 250390 | PRINGLE | GERMAINE | | 20030224 | 0.50 | 67.51 | 33.75 |
| 250390 | PRINGLE | GERMAINE | | 20030310 | 0.50 | 56.22 | 28.11 |
| 250390 | PRINGLE | GERMAINE | | 20030324 | 0.50 | 69.45 | 34.72 |
| 250390 | PRINGLE | GERMAINE | | 20030407 | 0.50 | 37.91 | 18.95 |
| 250390 | PRINGLE | GERMAINE | | 20030714 | 0.50 | 127.28 | 63.64 |
| 250390 | PRINGLE | GERMAINE | | 20030728 | 0.50 | 104.81 | 52.40 |
| 250390 | PRINGLE | GERMAINE | | 20030811 | 0.50 | 76.59 | 38.29 |
| 250390 | PRINGLE | GERMAINE | | 20030825 | 0.50 | 116.20 | 58.10 |
| 250390 | PRINGLE | GERMAINE | | 20030908 | 0.50 | 75.28 | 37.64 |

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| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 250390 | PRINGLE | GERMAINE | | 20030922 | 0.50 | 85.56 | 42.78 |
| 250390 | PRINGLE | GERMAINE | | 20031006 | 0.50 | 104.89 | 52.44 |
| 250390 | PRINGLE | GERMAINE | | 20031020 | 0.50 | 111.38 | 55.69 |
| 250390 | PRINGLE | GERMAINE | | 20031103 | 0.50 | 109.82 | 54.91 |
| 250390 | PRINGLE | GERMAINE | | 20031117 | 0.50 | 110.07 | 55.03 |
| 250390 | PRINGLE | GERMAINE | | 20031201 | 0.50 | 82.33 | 41.16 |
| 250390 | PRINGLE | GERMAINE | | 20031215 | 0.50 | 99.88 | 49.94 |
| 250390 | PRINGLE | GERMAINE | | 20031229 | 0.50 | 97.64 | 48.82 |
| 250390 | PRINGLE | GERMAINE | | 20040112 | 0.50 | 57.04 | 28.52 |
| 250390 | PRINGLE | GERMAINE | | 20040126 | 0.50 | 99.74 | 49.87 |
| 250390 | PRINGLE | GERMAINE | | 20040209 | 0.50 | 81.29 | 40.64 |
| 250390 | PRINGLE | GERMAINE | | 20040223 | 0.50 | 104.09 | 52.04 |
| 250390 | PRINGLE | GERMAINE | | 20040308 | 0.50 | 126.94 | 63.47 |
| 250390 | PRINGLE | GERMAINE | | 20040322 | 0.50 | 106.05 | 53.02 |
| 250390 | PRINGLE | GERMAINE | | 20040405 | 0.50 | 96.08 | 48.04 |
| 250390 | PRINGLE | GERMAINE | | 20040419 | 0.50 | 95.68 | 47.84 |
| 250390 | PRINGLE | GERMAINE | | 20040503 | 0.50 | 130.77 | 65.38 |
| 250390 | PRINGLE | GERMAINE | | 20040517 | 0.50 | 118.98 | 59.49 |
| 250390 | PRINGLE | GERMAINE | | 20040531 | 0.50 | 89.59 | 44.79 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010409 | 0.50 | 26.27 | 13.13 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010423 | 0.50 | 82.88 | 41.44 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010507 | 0.50 | 104.51 | 52.25 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010521 | 0.50 | 86.33 | 43.16 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010604 | 0.50 | 66.78 | 33.39 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010618 | 0.50 | 72.93 | 36.46 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010702 | 0.50 | 71.73 | 35.86 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010716 | 0.50 | 65.45 | 32.72 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010730 | 0.50 | 73.25 | 36.62 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010827 | 0.50 | 82.84 | 41.42 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010910 | 0.50 | 88.75 | 44.37 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010924 | 0.50 | 102.20 | 51.10 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011008 | 0.50 | 138.09 | 69.04 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011022 | 0.50 | 125.73 | 62.86 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011105 | 0.50 | 103.17 | 51.58 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011119 | 0.50 | 112.72 | 56.36 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011203 | 0.50 | 103.65 | 51.82 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011217 | 0.50 | 143.08 | 71.54 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011231 | 0.50 | 63.42 | 31.71 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020114 | 0.50 | 77.63 | 38.81 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020128 | 0.50 | 110.03 | 55.01 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020211 | 0.50 | 120.78 | 60.39 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020225 | 0.50 | 116.72 | 58.36 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020311 | 0.50 | 109.05 | 54.52 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020325 | 0.50 | 89.18 | 44.59 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020408 | 0.50 | 97.47 | 48.73 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020422 | 0.50 | 123.85 | 61.92 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020506 | 0.50 | 152.19 | 76.09 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020520 | 0.50 | 139.87 | 69.93 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020603 | 0.50 | 113.90 | 56.95 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020617 | 0.50 | 73.64 | 36.82 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020701 | 0.50 | 125.75 | 62.87 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020715 | 0.50 | 111.79 | 55.89 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020729 | 0.50 | 130.70 | 65.35 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020812 | 0.50 | 120.62 | 60.31 |

PLAINTIFF'S EXHIBIT F

A - 1295
June 2004

3417

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

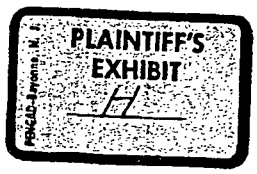
Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Germaine Pringle
SCDC NUMBER: 250390
INSTITUTION: ~~Tiber~~ RCI NOV 04 2004
HOUSING UNIT: CB-44
WORK ASSIGNMENT: PT #2

Office Use Only
Grievance No. LCI 0634-04
Code: General RWY
Policy
Disc. Hear.
Class. NOV 08 2004
Date Received
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Adkins & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SEDC was WTI's "Agent" in paying our wages. Adkins & Wickers further allow this issue of payment of wages under SC Code 24-3-430 to be grieved pursuant to SCDCS grievance procedures. Grievants incorporates by reference all exhibits attached to grievances file by Darrell William and Attorney Douglas Westbrook ON 9-22-04

Germaine Pringle 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

5-18-07 5/18/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS) 3421

SCDC 10-5A (November 1997)

Ackerman 5-6-11 3057

PRINGLE LCI-0634-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 11, 2002 and that your participation in this project ended on November 30, 2004.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Germaine Pringle; #250390,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Germaine Pringle does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Germaine Pringle
Appellant's Name
Ridgeland C.I.
P.O. Box 2039
Mailing Address
Ridgeland, SC 29936
City, State, Zip Code
none
Telephone Number

D.H. Westbrook
Signed
5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| GERMAINE PRINGLE, #250390 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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5/27/07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Francis Prioleau
SCDC NUMBER: 268813 NOV 09 2004 PP
INSTITUTION: Lieber
HOUSING UNIT: Cooper B-55
WORK ASSIGNMENT: P.I 2

Office Use Only
Grievance No. LCI 1009-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 12 2004
IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) The Dept is asked to review and determine whether I'm entitled to recive back wages, which are due to me, from working at lieber Prison Industries Program when they only paid me .35 an hr and not the Prevailing wage as under S. C. Code Ann. Sec. 24-3-430 (A-7) as of the fact they were getting 4.00 an hr. and still didn't pay me my deserved wages from 1998-2003 I was denied Prevailing wage.

ACTION REQUESTED: That all funds due to me be paid at Prevailing wage as well as over time Rate, moreover the Prevailing wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed, Ordered to file by grievance by court under Wicker Vs. S.C.D.C and Adkins Vs. S.C.D.C.

Frank Prioleau 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

**SEE WARDEN'S RESPONSE**

Ann Haeeman 5-15-07
~~IGC~~ IGA Signature Date

☒ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3427

Grievant Signature Date

SCDC 10-5 (Rev November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3063

WARDEN'S DECISION AND REASON:

**SEE ATTACHED**

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Frank Poulos 5-22-07
Grievant Signature Date

Ann Haeman 5.15.07
~~IGC~~ IGA Signature Date

Issued by: Jean Ruhan
22 May '07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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PRIULEAU LCI-1004-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 23, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 2, 2001 and that you are still participating in this project as of the date of this reply.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

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CT/bA 7bAd LIEBER 8T9E/9b/bA9T9 bZ:9T /00Z/9T//A

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of the documents submitted in support of your Step 1 grievance form clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004.

Contrary to the claims you made in these supporting documents, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your supporting documents, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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PRIULEAU LCI-1004-04

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999; $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance. Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your supporting documents the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

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AMENDMENT TO GRIEVANCE OF FRANCIS PRIOLEAU, #268813

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; 511.43 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 7920.16 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Francis Prioleau
(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1295-1296; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| | PARKS, RICKY | 269069 | C A 32 | 1 | 10/16/00 | 9/7/01 |
| MB 3 | PARRIS, ROBERT | 267328 | A A 31 | 2 | 10/8/02 | 12/3/02 |
| MI 2 | PARTLOW, CEDRIC | 271720 | C B 50 | 2 | 9/27/01 | 11/18/02 |
| MI 3 | PASCHAZ, K | 250058 | C A 0 | 0 | | 10/25/99 |
| | PATTERSON, FRANK | 283098 | A A 25 | 1 | 7/29/02 | 8/1/02 |
| | PATTERSON, MARK | 261315 | M X 0 | 2 | 1/4/00 | 7/7/00 |
| | PAULEY, WILLIAM | 264204 | C 0 | 1 | 3/21/00 | 4/10/00 |
| MI 3 | PAULSEN, PETER | 215178 | S A 32 | 2 | 9/19/02 | 10/2/02 |
| MI 3 | PAYTON, JESSE | 298449 | WA111 | 3 | | 3/17/04 |
| MI 3 | PENDYGRAFF, RAYMOND | 288567 | A B 16 | 1 | 6/26/03 | 6/26/03 |
| MI 3 | PEREZ, JOSE | 237727 | C A 56 | 1 | 10/1/02 | 5/2/03 |
| | PERRY, DERRICK | 256662 | C B 40 | 1 | 2/15/00 | 11/16/00 |
| | PERRY, LEONARD | 226361 | C B 61 | 1 | 4/10/00 | 7/24/00 |
| MI 3 | PETERSON, TONY | 179722 | E A 27 | 1 | 1/30/03 | 1/31/03 |
| | PHOENIX, MARIO | 278599 | E B 15 | 1 | 10/26/01 | 12/11/01 |
| MI 3 | PIEDEA, OLANDO | 289186 | C B 55 | 1 | 7/2/03 | 1/28/04 |
| MI 3 | PIKE, JOHNNY | 290281 | E B 32 | 1 | 6/26/03 | 6/30/03 |
| | PINKNEY, REGGIE | 259522 | M X 0 | 2 | 2/8/00 | 8/24/00 |
| | PINO, NORMAN | 276950 | S A 17 | 2 | 8/30/01 | 8/31/01 |
| MI 2 | PITCHERS, RAYMOND | 187672 | C B 26 | 1 | 7/2/00 | 5/19/03 |
| MI 2 | PITTS, TONY | 280579 | C B 33 | 1 | 3/27/02 | 6/24/04 |
| | PLANTER, CHRISTOPHER | 259956 | C A 30 | 1 | 11/10/99 | 8/30/00 |
| | PLATT, BRADFORD | 252308 | M X 0 | 0 | 1/6/00 | 12/10/01 |
| | PLOUGH, STEVEN | 253961 | C A 4 | 1 | 5/22/00 | 4/10/01 |
| MI 3 | POE, JOHN | 261554 | C B 30 | 1 | 6/26/03 | 9/29/03 |
| | POLLINS, HORACE | 251481 | C B 31 | 1 | 5/6/02 | 7/31/02 |
| | POOLER, CHARLES | 258432 | C A 1 | 1 | 12/5/00 | 8/5/02 |
| | PORCHER, RICHARD | 266823 | C X 0 | 1 | 12/5/00 | 12/29/99 |
| | PORTERFIELD, BRIAN | 257684 | C A 29 | 1 | 8/11/99 | 12/29/99 |
| | POSTON, JESSIE | 254617 | C 0 | 1 | 3/29/00 | 4/1/00 |
| MI 3 | POSTON, KEVIN | 266083 | S A 18 | 1 | 9/17/02 | 12/8/03 |
| | PRESSIE, FREDERICK | 269117 | A B 37 | 1 | 10/16/00 | 1/8/01 |
| | PRESSLEY, RODNEY | 177947 | C 0 | 1 | 11/4/99 | 1/4/00 |
| | PRINGLE, ALJEROLD | 235587 | E A 23 | 1 | 7/27/01 | 9/14/01 |
| MI 3 | PRINGLE, GERMAINE | 250390 | C B 44 | 1 | 4/11/02 | 6/24/04 |
| MI 3 | PRIOLEAU, FRANCIS | 268813 | C B 55 | 1 | 4/2/01 | 6/24/04 |
| | PRIOLEAU, MARION | 234954 | E A 28 | 1 | 12/5/00 | 1/16/01 |
| | PRITCHARD, ALLEN | 219121 | A B 51 | 1 | 5/16/00 | 5/31/00 |
| | PRITCHETT, THOMAS | 260687 | S B 60 | 1 | 10/29/01 | 1/22/02 |
| | PROCHER, RICHARD | 266823 | C B 20 | 1 | 12/5/00 | 11/5/01 |
| | PUGH, COREY | 271993 | A B 29 | 2 | 9/27/01 | 10/18/01 |
| | QUEEN, JIMMY | 235276 | C A 46 | 1 | 2/8/00 | 10/25/00 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 15 | 1 | 11/10/03 | 12/3/03 |
| MI 2 | QUINONES, ROBERTO | 285418 | C A 24 | 1 | 8/7/02 | 5/2/03 |
| | RAFSANJONI, KHALIL | 189566 | S B 16 | 1 | 6/24/02 | 7/12/02 |
| | RAHEEM, AQUIL | 231826 | C B 1 | 0 | 6/2/00 | 5/26/00 |

PLAINTIFF'S EXHIBIT

A - 0791
June 2004

3433

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 NTE. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 2

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C



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3431

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|---|---|---|---|---|---|---|---|
| 250390 | PRINGLE | GERMAINE | | 20030922 | 0.50 | 85.56 | 42.78 |
| 250390 | PRINGLE | GERMAINE | | 20031006 | 0.50 | 104.89 | 52.44 |
| 250390 | PRINGLE | GERMAINE | | 20031020 | 0.50 | 111.38 | 55.69 |
| 250390 | PRINGLE | GERMAINE | | 20031103 | 0.50 | 109.82 | 54.91 |
| 250390 | PRINGLE | GERMAINE | | 20031117 | 0.50 | 110.07 | 55.03 |
| 250390 | PRINGLE | GERMAINE | | 20031201 | 0.50 | 82.33 | 41.16 |
| 250390 | PRINGLE | GERMAINE | | 20031215 | 0.50 | 99.88 | 49.94 |
| 250390 | PRINGLE | GERMAINE | | 20031229 | 0.50 | 97.64 | 48.82 |
| 250390 | PRINGLE | GERMAINE | | 20040112 | 0.50 | 57.04 | 28.52 |
| 250390 | PRINGLE | GERMAINE | | 20040126 | 0.50 | 99.74 | 49.87 |
| 250390 | PRINGLE | GERMAINE | | 20040209 | 0.50 | 81.29 | 40.64 |
| 250390 | PRINGLE | GERMAINE | | 20040223 | 0.50 | 104.09 | 52.04 |
| 250390 | PRINGLE | GERMAINE | | 20040308 | 0.50 | 126.94 | 63.47 |
| 250390 | PRINGLE | GERMAINE | | 20040322 | 0.50 | 106.05 | 53.02 |
| 250390 | PRINGLE | GERMAINE | | 20040405 | 0.50 | 96.08 | 48.04 |
| 250390 | PRINGLE | GERMAINE | | 20040419 | 0.50 | 95.68 | 47.84 |
| 250390 | PRINGLE | GERMAINE | | 20040503 | 0.50 | 130.77 | 65.38 |
| 250390 | PRINGLE | GERMAINE | | 20040517 | 0.50 | 118.98 | 59.49 |
| 250390 | PRINGLE | GERMAINE | | 20040531 | 0.50 | 89.59 | 44.79 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010409 | 0.50 | 26.27 | 13.13 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010423 | 0.50 | 82.88 | 41.44 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010507 | 0.50 | 104.51 | 52.25 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010521 | 0.50 | 86.33 | 43.16 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010604 | 0.50 | 66.78 | 33.39 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010618 | 0.50 | 72.93 | 36.46 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010702 | 0.50 | 71.73 | 35.86 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010716 | 0.50 | 65.45 | 32.72 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010730 | 0.50 | 73.25 | 36.62 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010827 | 0.50 | 82.84 | 41.42 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010910 | 0.50 | 88.75 | 44.37 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20010924 | 0.50 | 102.20 | 51.10 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011008 | 0.50 | 138.09 | 69.04 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011022 | 0.50 | 125.73 | 62.86 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011105 | 0.50 | 103.17 | 51.58 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011119 | 0.50 | 112.72 | 56.36 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011203 | 0.50 | 103.65 | 51.82 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011217 | 0.50 | 143.08 | 71.54 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20011231 | 0.50 | 63.42 | 31.71 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020114 | 0.50 | 77.63 | 38.81 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020128 | 0.50 | 110.03 | 55.01 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020211 | 0.50 | 120.78 | 60.39 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020225 | 0.50 | 116.72 | 58.36 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020311 | 0.50 | 109.05 | 54.52 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020325 | 0.50 | 89.18 | 44.59 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020408 | 0.50 | 97.47 | 48.73 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020422 | 0.50 | 123.85 | 61.92 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020506 | 0.50 | 152.19 | 76.09 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020520 | 0.50 | 139.87 | 69.93 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020603 | 0.50 | 113.90 | 56.95 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020617 | 0.50 | 73.64 | 36.82 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020701 | 0.50 | 125.75 | 62.87 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020715 | 0.50 | 111.79 | 55.89 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020729 | 0.50 | 130.70 | 65.35 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020812 | 0.50 | 120.62 | 60.31 |

PLAINTIFF'S EXHIBIT F

A - 1295
June 2004

3436

Ackerman 5-6-11 3072

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020826 | 0.50 | 119.17 | 59.58 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020909 | 0.50 | 63.30 | 31.65 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20020923 | 0.50 | 119.05 | 59.52 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021007 | 0.50 | 74.27 | 37.13 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021021 | 0.50 | 136.60 | 68.30 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021104 | 0.50 | 107.58 | 53.79 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021118 | 0.50 | 113.34 | 56.67 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021202 | 0.50 | 111.78 | 55.89 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021216 | 0.50 | 119.82 | 59.91 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20021230 | 0.50 | 63.84 | 31.92 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030113 | 0.50 | 86.53 | 43.26 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030127 | 0.50 | 101.20 | 50.60 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030210 | 0.50 | 114.21 | 57.10 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030224 | 0.50 | 115.32 | 57.66 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030310 | 0.50 | 97.16 | 48.58 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030324 | 0.50 | 117.30 | 58.65 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030407 | 0.50 | 66.64 | 33.32 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030602 | 0.50 | 38.75 | 19.37 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030616 | 0.50 | 130.29 | 65.14 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030630 | 0.50 | 114.43 | 57.21 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030714 | 0.50 | 126.10 | 63.05 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030728 | 0.50 | 120.11 | 60.05 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030811 | 0.50 | 116.10 | 58.05 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030825 | 0.50 | 114.71 | 57.35 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030908 | 0.50 | 106.88 | 53.44 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20030922 | 0.50 | 114.53 | 57.26 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031006 | 0.50 | 111.38 | 55.69 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031020 | 0.50 | 119.21 | 59.60 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031103 | 0.50 | 123.71 | 61.85 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031117 | 0.50 | 130.99 | 65.49 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031201 | 0.50 | 108.04 | 54.02 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031215 | 0.50 | 117.45 | 58.72 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20031229 | 0.50 | 100.14 | 50.07 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040112 | 0.50 | 69.17 | 34.58 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040126 | 0.50 | 97.83 | 48.91 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040209 | 0.50 | 112.73 | 56.36 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040223 | 0.50 | 136.79 | 68.39 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040308 | 0.50 | 126.27 | 63.13 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040322 | 0.50 | 132.07 | 66.03 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040405 | 0.50 | 126.00 | 63.00 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040419 | 0.50 | 127.07 | 63.53 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040503 | 0.50 | 147.12 | 73.56 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040517 | 0.50 | 163.73 | 81.86 |
| 268813 | PRIOLEAU | FRANCIS | NIJIL | 20040531 | 0.50 | 145.93 | 72.96 |
| 219121 | PRITCHARD | ALLEN | LEE | 20000508 | 0.35 | 13.50 | 4.72 |
| 219121 | PRITCHARD | ALLEN | LEE | 20000522 | 0.35 | 13.03 | 4.56 |
| 260687 | PRITCHETT | THOMAS | JAMES | 20020128 | 0.50 | 31.66 | 15.83 |
| 235276 | QUEEN | JIMMY | | 20000214 | 0.50 | 75.00 | 37.50 |
| 235276 | QUEEN | JIMMY | | 20000214 | 0.55 | 59.00 | 32.45 |
| 235276 | QUEEN | JIMMY | | 20000228 | 0.50 | 67.50 | 33.75 |
| 235276 | QUEEN | JIMMY | | 20000228 | 0.55 | 49.91 | 27.45 |
| 235276 | QUEEN | JIMMY | | 20000228 | 1.05 | 15.00 | 15.75 |
| 235276 | QUEEN | JIMMY | | 20000313 | 0.50 | 75.00 | 37.50 |
| 235276 | QUEEN | JIMMY | | 20000313 | 0.55 | 49.48 | 27.21 |



3437

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

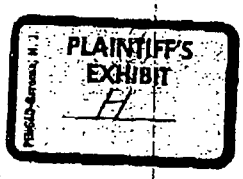
Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.




3438

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3440

due 5/27

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Francis Prioleau
SCDC NUMBER: 268913
INSTITUTION: Lieber
HOUSING UNIT: WB 150
WORK ASSIGNMENT: P.I. 2

RECEIVED
JUN 12 2007
INMATE GRIEVANCE

Office Use Only
Grievance No. LCI-1004-06
Code: General MY
Policy
Disc. Hear.
Class.
Date Received 6/6/07
IGC Initials KB
✔ IGA - ABH 7/13-07

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that § 24-3-430's wage provisions were mandatory and created a statutory right to the payment of a prevailing wage. These cases further held that inmates can grieve S.C.D.C. failure to pay prevailing wages under § 24-3-430 with review by the A.L.J. S.C.D.C owes grievant back wages, because it failed to pay prevailing wages prior to July 1, 2001 and 4.00 hr there after. And what it did was but a fraction of these amounts, Thus, the wage rate S.C.D.C. is not correct, Back wages are owed. Grievant incorporates by reference exhibits A-H attached grievances filed by Darryll Williams and Counsel on Sept 22 2004

Francis Prioleau 5-22-07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

Francis Prioleau 8-7-07
Grievant Signature Date

IGC Signature 8/7/07 Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3441

Ackerman 5-6-11 3077

PRIOLEAU LCI-1004-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 22, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your voluntary participation in the prison industries project at Lieber began on April 2, 2001 and, as of the date of this response, your participation continues.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 3 ½ years after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13.1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3452

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

| | |
|---|---|
| Francis Prioleau, #268813<br><br>Appellant,<br><br>vs.<br><br>South Carolina Department of Corrections,<br><br>Respondent. | NOTICE OF APPEAL<br><br>DOCKET NO. _07__-ALJ-04-_____-____<br>GRIEVANCE NO.: _____ |

Notice is hereby given that Francis Prioleau does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-7-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Francis Prioleau
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
8-7-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3443

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| FRANCIS PRIOLEAU, #268813 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3444

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Larkland Richards
SCDC NUMBER: 281768
INSTITUTION: Lieber
HOUSING UNIT: Wando D-264
WORK ASSIGNMENT: Kitchen

Office Use Only
Grievance No. Lieber 0460-04
Code: General MH
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The department is asked to review and determine whether I am entitled to recieve back wages which are due to me from working at Lieber Prison Industries Program when they only paided me .35¢ an hour and not the prevailing wage as under South Carolina Ann. Sec. 24-3-439(A-7) as well as fact they were getting $4.00 an hour and still did not give me my money from 1998-03 they denied me prevailing wage.

ACTION REQUESTED:

That all money due to me be paid at prevailing wage as well as overtime rate. moreover that the money be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit was filed and ordered to file grievance by court under Wicker v. SCDC, Adkins v. SCDC

Larkland Richards 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3445

Ackerman 5-6-11 3081

WARDEN'S DECISION AND REASON:

See Attachment.

Oct. 28, 04
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

11-3-04
Grievant Signature Date

11/3/04
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3446

Inmate L. Richards, #281768 2C10660-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3448

AMENDMENT TO GRIEVANCE OF LARKLAND RICHARDS, #281768

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3554.15 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1299-1300; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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AMENDMENT TO GRIEVANCE OF, LARKLAND RICHARDS, SCDC #281768

This Grievant (I/M Larkland Richards #281768) was employed in the Williams Technologies/Lieber CI-Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310 thru §24-3-430;

From 1999 to present §24-3-430 required WTI/Lieber to pay it's inmate work force the prevailing wage for work of similar nature in the private sector;

Examples of the prevailing wage authorized by §24-3-310 thru §24-3-430 beginning since 1999 required $8.40/$10.97; $9.74/$11.59 for 2000; And $10.10/$12.06 for 2001.

*Since 2001, WTI/Lieber CI. were required to pay this grievant the negotiated wage of $4.00 dollars an hour, (Stat. at Large, No.66, §37.31; Also see, Exhibits G & H; Exhibits A & H indicated with the two grievances already on file by Darrell Williams and Counsel 9-22-04, that should be referenced for info.)*

In fact, SCDC policy only allowed payment at a maximum rate $1.00 dollar an hour and usually less. Exhibits document a 35¢ per hour base rate, (See: Exhibits B,D & E);

The 9-30-98 contract specifying a $4.00 dollar an hour wage, (See, Exhibits B & C); If you review the employee roster (at Exhibits A & F attached), please note employee start date, pay dates, hours, rates and pay issued to grievant are not accurate; SCDC states rates and hours (in Exhibit F) are incorrect after a certain date; However, the SCDC document referred to (as Exhibit A & F) should stand as prima facie evidence as to the veracity of accuracy (unless shown incorrect by other compelling documented evidence);

*The Action Requested by the Grievant requests loss/back wages owed for hours worked during the entire month of March, 2002; And for dates/hours worked after June 26, 2003 up through to the months concluding at April 12, 2005, at an hourly rate that fluctuated from the 'prevailing wage' that's determined an



3450

(Conclusion)

AMENDMENT TO GRIEVANCE OF, LARKLAND RICHARDS, SCDC# 281768

adjusted from 2001 to 2005 that begun to be calculated at $11.08 an hour; To include, all unpaid hourly wages/rates that was not included in paychecks disbursed to the grievant that are reflected during the course of employment indicated in Exhibits F* Which may include/reflect a rate not less than $4.00 per hour, any less wages paid pursuant to §24-3-40 deductions, social security/medicare cost, plus interest costs and attorney fees; Grievant also requests any promotions (pay raises), the grievant would have been entitled to that was not included with the rates that would have been included with the loss/back rates/wages complained of herein.

Larkland Richards
(Grievant Signature)

Jan. 19th 2006
(Date)

*Attached are Exh. A, 0792; C, 0081, 0086; F, 1299-1300; H, 1-3.

*An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.



Ackerman 5-6-11 3087

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | M X 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | M X 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | M X 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | M X 0 | 2 | 12/15/00 | 12/20/01 |
| MO IE | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | M X 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT 4

A - 0792
June 2004

3452

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 34.53

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 222265 | READY | BRYAN | | 20020225 | 0.50 | 93.00 | 46.50 |
| 219186 | REAVES | JAMES | | 19991122 | 0.35 | 7.50 | 2.62 |
| 219186 | REAVES | JAMES | | 19991122 | 0.55 | 6.67 | 3.66 |
| 219186 | REAVES | JAMES | | 19991206 | 0.35 | 47.95 | 16.78 |
| 219186 | REAVES | JAMES | | 19991206 | 0.55 | 7.10 | 3.90 |
| 219186 | REAVES | JAMES | | 19991220 | 2.50 | 2.00 | 5.00 |
| 219186 | REAVES | JAMES | | 19991220 | 0.35 | 74.37 | 26.02 |
| 219186 | REAVES | JAMES | | 19991220 | 0.55 | 22.50 | 12.37 |
| 263184 | REED | LARRY | JOE | 20020408 | 0.50 | 15.73 | 7.86 |
| 263184 | REED | LARRY | JOE | 20020422 | 0.50 | 47.18 | 23.59 |
| 263184 | REED | LARRY | JOE | 20020506 | 0.50 | 52.50 | 26.25 |
| 263184 | REED | LARRY | JOE | 20020520 | 0.50 | 47.25 | 23.62 |
| 263184 | REED | LARRY | JOE | 20020603 | 0.50 | 67.50 | 33.75 |
| 263184 | REED | LARRY | JOE | 20020617 | 0.50 | 74.00 | 37.00 |
| 263184 | REED | LARRY | JOE | 20020701 | 0.50 | 71.67 | 35.83 |
| 263184 | REED | LARRY | JOE | 20020715 | 0.50 | 60.00 | 30.00 |
| 263184 | REED | LARRY | JOE | 20020729 | 0.50 | 90.65 | 45.32 |
| 263184 | REED | LARRY | JOE | 20020812 | 0.50 | 79.28 | 39.64 |
| 263184 | REED | LARRY | JOE | 20020826 | 0.50 | 80.88 | 40.44 |
| 263184 | REED | LARRY | JOE | 20020909 | 0.50 | 77.06 | 38.53 |
| 263184 | REED | LARRY | JOE | 20020923 | 0.50 | 62.86 | 31.43 |
| 263184 | REED | LARRY | JOE | 20021007 | 0.50 | 45.96 | 22.98 |
| 263184 | REED | LARRY | JOE | 20021021 | 0.50 | 111.11 | 55.55 |
| 263184 | REED | LARRY | JOE | 20021104 | 0.50 | 112.50 | 56.25 |
| 263184 | REED | LARRY | JOE | 20021118 | 0.50 | 128.33 | 64.16 |
| 263184 | REED | LARRY | JOE | 20021202 | 0.50 | 111.23 | 55.61 |
| 263184 | REED | LARRY | JOE | 20021216 | 0.50 | 117.07 | 58.53 |
| 263184 | REED | LARRY | JOE | 20021230 | 0.50 | 56.87 | 28.43 |
| 263184 | REED | LARRY | JOE | 20030113 | 0.50 | 62.17 | 31.08 |
| 263184 | REED | LARRY | JOE | 20030127 | 0.50 | 71.66 | 35.83 |
| 263184 | REED | LARRY | JOE | 20030210 | 0.50 | 73.07 | 36.53 |
| 263184 | REED | LARRY | JOE | 20030224 | 0.50 | 70.21 | 35.10 |
| 263184 | REED | LARRY | JOE | 20030310 | 0.50 | 87.38 | 43.69 |
| 263184 | REED | LARRY | JOE | 20030324 | 0.50 | 84.63 | 42.31 |
| 263184 | REED | LARRY | JOE | 20030407 | 0.50 | 68.90 | 34.45 |
| 263184 | REED | LARRY | JOE | 20030421 | 0.50 | 83.92 | 41.96 |
| 263184 | REED | LARRY | JOE | 20030505 | 0.50 | 67.96 | 33.98 |
| 263184 | REED | LARRY | JOE | 20030519 | 0.50 | 7.79 | 3.89 |
| 286632 | RETAMA | LEOVILDO | | 20030728 | 0.50 | 41.34 | 20.67 |
| 286632 | RETAMA | LEOVILDO | | 20030811 | 0.50 | 4.27 | 2.13 |
| 198792 | REYNOLDS | AUNDRAY | | 20021021 | 0.50 | 35.42 | 17.71 |
| 198792 | REYNOLDS | AUNDRAY | | 20021104 | 0.50 | 17.26 | 8.63 |
| 198792 | REYNOLDS | AUNDRAY | | 20021118 | 0.50 | 28.92 | 14.46 |
| 198792 | REYNOLDS | AUNDRAY | | 20021202 | 0.50 | 32.07 | 16.03 |
| 198792 | REYNOLDS | AUNDRAY | | 20021216 | 0.50 | 17.18 | 8.59 |
| 281768 | RICHARDS | LARKLAND | | 20020506 | 0.50 | 63.78 | 31.89 |
| 281768 | RICHARDS | LARKLAND | | 20020520 | 0.50 | 98.92 | 49.46 |
| 281768 | RICHARDS | LARKLAND | | 20020603 | 0.50 | 97.98 | 48.99 |
| 281768 | RICHARDS | LARKLAND | | 20020617 | 0.50 | 136.19 | 68.09 |
| 281768 | RICHARDS | LARKLAND | | 20020701 | 0.50 | 145.49 | 72.74 |
| 281768 | RICHARDS | LARKLAND | | 20020715 | 0.50 | 122.73 | 61.36 |
| 281768 | RICHARDS | LARKLAND | | 20020729 | 0.50 | 160.27 | 80.13 |
| 281768 | RICHARDS | LARKLAND | | 20020812 | 0.50 | 147.86 | 73.93 |
| 281768 | RICHARDS | LARKLAND | | 20020826 | 0.50 | 137.10 | 68.55 |

PLAINTIFF'S EXHIBIT F

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A - 1299
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 281768 | RICHARDS | LARKLAND | | 20020909 | 0.50 | 125.44 | 62.72 |
| 281768 | RICHARDS | LARKLAND | | 20020923 | 0.50 | 151.68 | 75.84 |
| 281768 | RICHARDS | LARKLAND | | 20021007 | 0.50 | 169.06 | 84.53 |
| 281768 | RICHARDS | LARKLAND | | 20021021 | 0.50 | 159.39 | 79.69 |
| 281768 | RICHARDS | LARKLAND | | 20021104 | 0.50 | 195.15 | 97.57 |
| 281768 | RICHARDS | LARKLAND | | 20021118 | 0.50 | 135.14 | 67.57 |
| 281768 | RICHARDS | LARKLAND | | 20021202 | 0.50 | 95.21 | 47.60 |
| 281768 | RICHARDS | LARKLAND | | 20021216 | 0.50 | 111.25 | 55.62 |
| 281768 | RICHARDS | LARKLAND | | 20021230 | 0.50 | 63.83 | 31.91 |
| 281768 | RICHARDS | LARKLAND | | 20030113 | 0.50 | 61.10 | 30.55 |
| 281768 | RICHARDS | LARKLAND | | 20030127 | 0.50 | 97.02 | 48.51 |
| 281768 | RICHARDS | LARKLAND | | 20030210 | 0.50 | 111.15 | 55.57 |
| 281768 | RICHARDS | LARKLAND | | 20030224 | 0.50 | 115.53 | 57.76 |
| 281768 | RICHARDS | LARKLAND | | 20030310 | 0.50 | 108.50 | 54.25 |
| 281768 | RICHARDS | LARKLAND | | 20030324 | 0.50 | 91.83 | 45.91 |
| 281768 | RICHARDS | LARKLAND | | 20030407 | 0.50 | 99.05 | 49.52 |
| 281768 | RICHARDS | LARKLAND | | 20030421 | 0.50 | 98.40 | 49.20 |
| 281768 | RICHARDS | LARKLAND | | 20030505 | 0.50 | 58.02 | 29.01 |
| 281768 | RICHARDS | LARKLAND | | 20030519 | 0.50 | 72.77 | 36.38 |
| 281768 | RICHARDS | LARKLAND | | 20030602 | 0.50 | 106.86 | 53.43 |
| 281768 | RICHARDS | LARKLAND | | 20030616 | 0.50 | 136.45 | 68.22 |
| 281768 | RICHARDS | LARKLAND | | 20030630 | 0.50 | 81.00 | 40.50 |
| 266174 | RICHARDSON | ANTONIO | | 20010716 | 0.50 | 7.97 | 3.98 |
| 266174 | RICHARDSON | ANTONIO | | 20010730 | 0.50 | 47.25 | 23.62 |
| 266174 | RICHARDSON | ANTONIO | | 20010813 | 0.50 | 52.50 | 26.25 |
| 266174 | RICHARDSON | ANTONIO | | 20010827 | 0.50 | 52.50 | 26.25 |
| 266174 | RICHARDSON | ANTONIO | | 20010910 | 0.50 | 67.50 | 33.75 |
| 266174 | RICHARDSON | ANTONIO | | 20010924 | 0.50 | 75.00 | 37.50 |
| 266174 | RICHARDSON | ANTONIO | | 20011008 | 0.50 | 85.90 | 42.95 |
| 266174 | RICHARDSON | ANTONIO | | 20011022 | 0.50 | 90.00 | 45.00 |
| 266174 | RICHARDSON | ANTONIO | | 20011105 | 0.50 | 94.02 | 47.01 |
| 266174 | RICHARDSON | ANTONIO | | 20011119 | 0.50 | 93.00 | 46.50 |
| 266174 | RICHARDSON | ANTONIO | | 20011203 | 0.50 | 66.06 | 33.03 |
| 266174 | RICHARDSON | ANTONIO | | 20011217 | 0.50 | 103.74 | 51.87 |
| 266174 | RICHARDSON | ANTONIO | | 20011231 | 0.50 | 45.00 | 22.50 |
| 266174 | RICHARDSON | ANTONIO | | 20020114 | 0.50 | 63.00 | 31.50 |
| 266174 | RICHARDSON | ANTONIO | | 20020128 | 0.50 | 83.75 | 41.87 |
| 266174 | RICHARDSON | ANTONIO | | 20020211 | 0.50 | 114.00 | 57.00 |
| 266174 | RICHARDSON | ANTONIO | | 20020225 | 0.50 | 123.78 | 61.89 |
| 266174 | RICHARDSON | ANTONIO | | 20020311 | 0.50 | 122.31 | 61.15 |
| 266174 | RICHARDSON | ANTONIO | | 20020325 | 0.50 | 93.80 | 46.90 |
| 266174 | RICHARDSON | ANTONIO | | 20020408 | 0.50 | 102.60 | 51.30 |
| 266174 | RICHARDSON | ANTONIO | | 20020422 | 0.50 | 116.37 | 58.18 |
| 266174 | RICHARDSON | ANTONIO | | 20020506 | 0.50 | 114.90 | 57.45 |
| 266174 | RICHARDSON | ANTONIO | | 20020520 | 0.50 | 116.25 | 58.12 |
| 266174 | RICHARDSON | ANTONIO | | 20020603 | 0.50 | 101.25 | 50.62 |
| 266174 | RICHARDSON | ANTONIO | | 20020617 | 0.50 | 106.83 | 53.41 |
| 266174 | RICHARDSON | ANTONIO | | 20020701 | 0.50 | 112.50 | 56.25 |
| 266174 | RICHARDSON | ANTONIO | | 20020715 | 0.50 | 90.00 | 45.00 |
| 266174 | RICHARDSON | ANTONIO | | 20020729 | 0.50 | 129.39 | 64.69 |
| 266174 | RICHARDSON | ANTONIO | | 20020812 | 0.50 | 127.50 | 63.75 |
| 266174 | RICHARDSON | ANTONIO | | 20020826 | 0.50 | 137.13 | 68.56 |
| 266174 | RICHARDSON | ANTONIO | | 20020909 | 0.50 | 107.87 | 53.93 |
| 266174 | RICHARDSON | ANTONIO | | 20020923 | 0.50 | 113.00 | 56.50 |



3456

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 -2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

AMENDMENT TO GRIEVANCE OF LARKLAND RICHARDS, #281768

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3554.15 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1299-1300; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: L Larkland Richards
SCDC NUMBER: 281768
INSTITUTION: ~~Lieber~~ TACI NOV 08 2004 PP
HOUSING UNIT: Wando D284
WORK ASSIGNMENT: Kitchen

Office Use Only
Grievance No. LCI 0660-04
Code: General MH
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payments of prevailing wage. Grievants were employed by WTI, and SCDC was WTI's "agent" in paying our wages. Adkins & Wicker further allow this issue of payment of wages under SC Code 24-3-430 to be grieved pursuant to SCDC grievance procedures. Grievants incorporate by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9-22-04.

Larkland Richards 11-4-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-07
Date

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

Larkland Richards 5/22/07
Grievant Signature Date

IGC Signature 5/22/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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RICHARDS LCI-0660-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 19, 2002 and that your participation in this project ended on June 26, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber, nearly 15 months after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Larkland Richards, #281768,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Larkland Richards does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.
2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.
3. Applying §13.1 to these facts violated due process.
4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.
5. Grievance proved all elements of claim for prevailing/negot. wages.
6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.
7. To extent Appellant worked OT he is entitled to it under SCDC policy
8. Appellant claims pre/post judgment interest, costs and attorney fees

Larkland Richards
Appellant's Name
Trenton C.I.
84 Greenhouse Rd.
Mailing Address
Trenton, SC 29847
City, State, Zip Code
none
Telephone Number

Signed
6-5-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| LARKLAND RICHARDS, #281768 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 7th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

GENE Richardson individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A *

INMATE NAME:

SCDC NUMBER: 93614

INSTITUTION: Lieber Corr. Insti.

HOUSING UNIT: C-A-46 ✓

WORK ASSIGNMENT: PI-II

Office Use Only

Grievance No. Lieber0779-04

Code: General MY

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Gene R. Richardson 09-27-04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal.

3467

N/A

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 3103

WARDEN'S DECISION AND REASON:

See Attachment.

Oct. 27, 04
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Gene R. Richardson 11-02-04
Grievant Signature Date

11-2-04
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3468

J/M D. Richardson #93614 CC10779-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3469

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3470

AMENDMENT TO GRIEVANCE OF GENE RICHARDSON, #93614

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date; however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for 574.66 hours in 1999 at $9.68 per hour; 2233.13 hours in 2000 at $10.66 per hour; 1289.38 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 9700.10 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Gene R. Richardson 08-03-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1301-1304; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3471

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | MX 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | MX 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | MX 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | MX 0 | 2 | 12/15/00 | 12/20/01 |
| MO 1E | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | MX 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT A
KHGAD-Bayonne, N. J.

A - 0792
June 2004

3472

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

3473

A - 0081
June 2004

00021

Ackerman 5-6-11 3109

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

Ackerman 5-6-11 3110

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 266174 | RICHARDSON | ANTONIO | | 20021007 | 0.50 | 149.13 | 74.56 |
| 266174 | RICHARDSON | ANTONIO | | 20021021 | 0.50 | 192.50 | 96.25 |
| 266174 | RICHARDSON | ANTONIO | | 20021104 | 0.50 | 138.93 | 69.46 |
| 266174 | RICHARDSON | ANTONIO | | 20021118 | 0.50 | 140.80 | 70.40 |
| 266174 | RICHARDSON | ANTONIO | | 20021202 | 0.50 | 126.54 | 63.27 |
| 266174 | RICHARDSON | ANTONIO | | 20021216 | 0.50 | 132.65 | 66.32 |
| 266174 | RICHARDSON | ANTONIO | | 20021230 | 0.50 | 68.44 | 34.22 |
| 266174 | RICHARDSON | ANTONIO | | 20030113 | 0.50 | 90.10 | 45.05 |
| 266174 | RICHARDSON | ANTONIO | | 20030127 | 0.50 | 88.01 | 44.00 |
| 266174 | RICHARDSON | ANTONIO | | 20030210 | 0.50 | 102.64 | 51.32 |
| 266174 | RICHARDSON | ANTONIO | | 20030224 | 0.50 | 75.58 | 37.79 |
| 266174 | RICHARDSON | ANTONIO | | 20030310 | 0.50 | 100.83 | 50.41 |
| 266174 | RICHARDSON | ANTONIO | | 20030324 | 0.50 | 110.49 | 55.24 |
| 266174 | RICHARDSON | ANTONIO | | 20030407 | 0.50 | 81.19 | 40.59 |
| 266174 | RICHARDSON | ANTONIO | | 20030421 | 0.50 | 105.26 | 52.63 |
| 266174 | RICHARDSON | ANTONIO | | 20030505 | 0.50 | 73.09 | 36.54 |
| 266174 | RICHARDSON | ANTONIO | | 20030519 | 0.50 | 12.60 | 6.30 |
| 266174 | RICHARDSON | ANTONIO | | 20031006 | 0.50 | 17.50 | 8.75 |
| 266174 | RICHARDSON | ANTONIO | | 20031020 | 0.50 | 17.50 | 8.75 |
| 266174 | RICHARDSON | ANTONIO | | 20031103 | 0.50 | 17.50 | 8.75 |
| 266174 | RICHARDSON | ANTONIO | | 20031117 | 0.50 | 68.35 | 34.17 |
| 266174 | RICHARDSON | ANTONIO | | 20031201 | 0.50 | 65.74 | 32.87 |
| 266174 | RICHARDSON | ANTONIO | | 20031215 | 0.50 | 77.81 | 38.90 |
| 266174 | RICHARDSON | ANTONIO | | 20031229 | 0.50 | 98.77 | 49.38 |
| 266174 | RICHARDSON | ANTONIO | | 20040112 | 0.50 | 71.62 | 35.81 |
| 266174 | RICHARDSON | ANTONIO | | 20040126 | 0.50 | 112.83 | 56.41 |
| 266174 | RICHARDSON | ANTONIO | | 20040209 | 0.50 | 129.51 | 64.75 |
| 266174 | RICHARDSON | ANTONIO | | 20040223 | 0.50 | 150.46 | 75.23 |
| 266174 | RICHARDSON | ANTONIO | | 20040308 | 0.50 | 135.26 | 67.63 |
| 266174 | RICHARDSON | ANTONIO | | 20040322 | 0.50 | 118.98 | 59.49 |
| 266174 | RICHARDSON | ANTONIO | | 20040405 | 0.50 | 60.97 | 30.48 |
| 251510 | RICHARDSON | DERRICK | T. | 20000214 | 0.35 | 22.50 | 7.87 |
| 251510 | RICHARDSON | DERRICK | T. | 20000228 | 0.35 | 75.80 | 26.53 |
| 251510 | RICHARDSON | DERRICK | T. | 20000313 | 0.35 | 47.50 | 16.62 |
| 251510 | RICHARDSON | DERRICK | T. | 20000327 | 0.35 | 60.00 | 21.00 |
| 251510 | RICHARDSON | DERRICK | T. | 20000327 | 0.35 | 16.00 | 5.60 |
| 251510 | RICHARDSON | DERRICK | T. | 20000410 | 0.50 | 75.00 | 37.50 |
| 251510 | RICHARDSON | DERRICK | T. | 20000410 | 0.35 | 20.00 | 7.00 |
| 251510 | RICHARDSON | DERRICK | T. | 20000424 | 0.35 | 60.00 | 21.00 |
| 251510 | RICHARDSON | DERRICK | T. | 20000424 | 0.35 | 16.00 | 5.60 |
| 251510 | RICHARDSON | DERRICK | T. | 20000508 | 0.50 | 73.98 | 36.99 |
| 251510 | RICHARDSON | DERRICK | T. | 20000508 | 0.35 | 20.00 | 7.00 |
| 251510 | RICHARDSON | DERRICK | T. | 20000522 | 0.50 | 67.50 | 33.75 |
| 251510 | RICHARDSON | DERRICK | T. | 20000522 | 0.80 | 7.50 | 6.00 |
| 251510 | RICHARDSON | DERRICK | T. | 20000522 | 0.35 | 18.00 | 6.30 |
| 251510 | RICHARDSON | DERRICK | T. | 20000522 | 1.00 | 25.00 | 25.00 |
| 251510 | RICHARDSON | DERRICK | T. | 20000605 | 0.50 | 67.50 | 33.75 |
| 251510 | RICHARDSON | DERRICK | T. | 20000605 | 0.35 | 18.00 | 6.30 |
| 251510 | RICHARDSON | DERRICK | T. | 20000619 | 0.50 | 45.00 | 22.50 |
| 251510 | RICHARDSON | DERRICK | T. | 20000619 | 0.50 | 58.15 | 29.07 |
| 93614 | RICHARDSON | GENE | RAY | 19990927 | 0.35 | 55.00 | 19.25 |
| 93614 | RICHARDSON | GENE | RAY | 19990927 | 0.55 | 22.25 | 12.23 |
| 93614 | RICHARDSON | GENE | RAY | 19991011 | 0.50 | 75.00 | 37.50 |
| 93614 | RICHARDSON | GENE | RAY | 19991011 | 0.55 | 41.00 | 22.55 |

PLAINTIFF'S EXHIBIT F

3475

A - 1301
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 93614 | RICHARDSON | GENE | RAY | 19991025 | 0.50 | 69.25 | 34.62 |
| 93614 | RICHARDSON | GENE | RAY | 19991108 | 0.50 | 37.50 | 18.75 |
| 93614 | RICHARDSON | GENE | RAY | 19991108 | 0.55 | 31.50 | 17.32 |
| 93614 | RICHARDSON | GENE | RAY | 19991122 | 0.50 | 66.67 | 33.33 |
| 93614 | RICHARDSON | GENE | RAY | 19991206 | 0.50 | 54.30 | 27.15 |
| 93614 | RICHARDSON | GENE | RAY | 19991206 | 0.55 | 7.52 | 4.13 |
| 93614 | RICHARDSON | GENE | RAY | 19991220 | 2.50 | 2.00 | 5.00 |
| 93614 | RICHARDSON | GENE | RAY | 19991220 | 0.50 | 71.32 | 35.66 |
| 93614 | RICHARDSON | GENE | RAY | 19991220 | 0.55 | 2.30 | 1.26 |
| 93614 | RICHARDSON | GENE | RAY | 20000103 | 0.50 | 34.28 | 17.14 |
| 93614 | RICHARDSON | GENE | RAY | 20000103 | 0.55 | 4.77 | 2.62 |
| 93614 | RICHARDSON | GENE | RAY | 20000117 | 0.50 | 74.47 | 37.23 |
| 93614 | RICHARDSON | GENE | RAY | 20000117 | 0.55 | 0.78 | 0.42 |
| 93614 | RICHARDSON | GENE | RAY | 20000117 | 0.50 | 15.00 | 7.50 |
| 93614 | RICHARDSON | GENE | RAY | 20000117 | 0.55 | 2.00 | 1.10 |
| 93614 | RICHARDSON | GENE | RAY | 20000131 | 0.50 | 64.95 | 32.47 |
| 93614 | RICHARDSON | GENE | RAY | 20000131 | 0.55 | 7.50 | 4.12 |
| 93614 | RICHARDSON | GENE | RAY | 20000214 | 0.50 | 75.00 | 37.50 |
| 93614 | RICHARDSON | GENE | RAY | 20000214 | 0.55 | 1.88 | 1.03 |
| 93614 | RICHARDSON | GENE | RAY | 20000228 | 0.50 | 67.50 | 33.75 |
| 93614 | RICHARDSON | GENE | RAY | 20000228 | 1.05 | 7.50 | 7.87 |
| 93614 | RICHARDSON | GENE | RAY | 20000313 | 0.50 | 75.00 | 37.50 |
| 93614 | RICHARDSON | GENE | RAY | 20000327 | 0.50 | 75.00 | 37.50 |
| 93614 | RICHARDSON | GENE | RAY | 20000410 | 0.50 | 74.73 | 37.36 |
| 93614 | RICHARDSON | GENE | RAY | 20000424 | 0.65 | 75.00 | 48.75 |
| 93614 | RICHARDSON | GENE | RAY | 20000424 | 0.75 | 13.07 | 9.80 |
| 93614 | RICHARDSON | GENE | RAY | 20000424 | 0.25 | 5.92 | 1.48 |
| 93614 | RICHARDSON | GENE | RAY | 20000508 | 0.65 | 75.00 | 48.75 |
| 93614 | RICHARDSON | GENE | RAY | 20000508 | 0.75 | 28.00 | 21.00 |
| 93614 | RICHARDSON | GENE | RAY | 20000508 | 0.25 | 7.25 | 1.81 |
| 93614 | RICHARDSON | GENE | RAY | 20000522 | 0.65 | 67.50 | 43.87 |
| 93614 | RICHARDSON | GENE | RAY | 20000522 | 0.75 | 25.72 | 19.29 |
| 93614 | RICHARDSON | GENE | RAY | 20000522 | 0.25 | 15.00 | 3.75 |
| 93614 | RICHARDSON | GENE | RAY | 20000605 | 0.65 | 67.50 | 43.87 |
| 93614 | RICHARDSON | GENE | RAY | 20000605 | 0.75 | 8.00 | 6.00 |
| 93614 | RICHARDSON | GENE | RAY | 20000703 | 0.65 | 60.00 | 39.00 |
| 93614 | RICHARDSON | GENE | RAY | 20000703 | 0.75 | 14.53 | 10.89 |
| 93614 | RICHARDSON | GENE | RAY | 20000703 | 0.35 | 4.68 | 1.63 |
| 93614 | RICHARDSON | GENE | RAY | 20000717 | 0.50 | 83.63 | 41.81 |
| 93614 | RICHARDSON | GENE | RAY | 20000731 | 0.50 | 97.50 | 48.75 |
| 93614 | RICHARDSON | GENE | RAY | 20000814 | 0.50 | 80.90 | 40.45 |
| 93614 | RICHARDSON | GENE | RAY | 20000828 | 0.50 | 97.21 | 48.60 |
| 93614 | RICHARDSON | GENE | RAY | 20000911 | 0.50 | 85.45 | 42.72 |
| 93614 | RICHARDSON | GENE | RAY | 20000925 | 0.50 | 96.03 | 48.01 |
| 93614 | RICHARDSON | GENE | RAY | 20001009 | 0.50 | 96.85 | 48.42 |
| 93614 | RICHARDSON | GENE | RAY | 20001023 | 0.50 | 112.50 | 56.25 |
| 93614 | RICHARDSON | GENE | RAY | 20001106 | 0.50 | 111.15 | 55.57 |
| 93614 | RICHARDSON | GENE | RAY | 20001120 | 0.50 | 113.18 | 56.59 |
| 93614 | RICHARDSON | GENE | RAY | 20001204 | 0.55 | 81.55 | 44.85 |
| 93614 | RICHARDSON | GENE | RAY | 20001218 | 0.50 | 113.62 | 56.81 |
| 93614 | RICHARDSON | GENE | RAY | 20010101 | 0.50 | 55.08 | 27.54 |
| 93614 | RICHARDSON | GENE | RAY | 20010115 | 0.50 | 90.00 | 45.00 |
| 93614 | RICHARDSON | GENE | RAY | 20010129 | 0.50 | 117.59 | 58.79 |
| 93614 | RICHARDSON | GENE | RAY | 20010212 | 0.50 | 129.68 | 64.84 |

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| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 93614 | RICHARDSON | GENE | RAY | 20010226 | 0.50 | 100.02 | 50.01 |
| 93614 | RICHARDSON | GENE | RAY | 20010326 | 0.50 | 112.50 | 56.25 |
| 93614 | RICHARDSON | GENE | RAY | 20010409 | 0.50 | 101.25 | 50.62 |
| 93614 | RICHARDSON | GENE | RAY | 20010423 | 0.50 | 112.50 | 56.25 |
| 93614 | RICHARDSON | GENE | RAY | 20010507 | 0.50 | 112.50 | 56.25 |
| 93614 | RICHARDSON | GENE | RAY | 20010521 | 0.50 | 98.63 | 49.31 |
| 93614 | RICHARDSON | GENE | RAY | 20010604 | 0.50 | 101.74 | 50.87 |
| 93614 | RICHARDSON | GENE | RAY | 20010618 | 0.50 | 111.72 | 55.86 |
| 93614 | RICHARDSON | GENE | RAY | 20010702 | 0.50 | 101.25 | 50.62 |
| 93614 | RICHARDSON | GENE | RAY | 20010716 | 0.50 | 99.86 | 49.93 |
| 93614 | RICHARDSON | GENE | RAY | 20010730 | 0.50 | 111.72 | 55.86 |
| 93614 | RICHARDSON | GENE | RAY | 20010813 | 0.50 | 129.33 | 64.66 |
| 93614 | RICHARDSON | GENE | RAY | 20010827 | 0.50 | 111.80 | 55.90 |
| 93614 | RICHARDSON | GENE | RAY | 20010910 | 0.50 | 133.57 | 66.78 |
| 93614 | RICHARDSON | GENE | RAY | 20010924 | 0.50 | 87.75 | 43.87 |
| 93614 | RICHARDSON | GENE | RAY | 20011008 | 0.50 | 139.74 | 69.87 |
| 93614 | RICHARDSON | GENE | RAY | 20011022 | 0.50 | 143.00 | 71.50 |
| 93614 | RICHARDSON | GENE | RAY | 20011105 | 0.50 | 130.95 | 65.47 |
| 93614 | RICHARDSON | GENE | RAY | 20011119 | 0.50 | 121.50 | 60.75 |
| 93614 | RICHARDSON | GENE | RAY | 20011203 | 0.50 | 103.95 | 51.97 |
| 93614 | RICHARDSON | GENE | RAY | 20011217 | 0.50 | 139.10 | 69.55 |
| 93614 | RICHARDSON | GENE | RAY | 20011231 | 0.50 | 65.88 | 32.94 |
| 93614 | RICHARDSON | GENE | RAY | 20020114 | 0.50 | 93.60 | 46.80 |
| 93614 | RICHARDSON | GENE | RAY | 20020128 | 0.50 | 118.66 | 59.33 |
| 93614 | RICHARDSON | GENE | RAY | 20020211 | 0.50 | 133.79 | 66.89 |
| 93614 | RICHARDSON | GENE | RAY | 20020225 | 0.50 | 139.79 | 69.89 |
| 93614 | RICHARDSON | GENE | RAY | 20020311 | 0.50 | 132.26 | 66.13 |
| 93614 | RICHARDSON | GENE | RAY | 20020325 | 0.50 | 127.35 | 63.67 |
| 93614 | RICHARDSON | GENE | RAY | 20020408 | 0.50 | 117.72 | 58.86 |
| 93614 | RICHARDSON | GENE | RAY | 20020422 | 0.50 | 123.21 | 61.60 |
| 93614 | RICHARDSON | GENE | RAY | 20020506 | 0.50 | 141.98 | 70.99 |
| 93614 | RICHARDSON | GENE | RAY | 20020520 | 0.50 | 122.18 | 61.09 |
| 93614 | RICHARDSON | GENE | RAY | 20020603 | 0.50 | 113.49 | 56.74 |
| 93614 | RICHARDSON | GENE | RAY | 20020617 | 0.50 | 127.49 | 63.74 |
| 93614 | RICHARDSON | GENE | RAY | 20020701 | 0.50 | 122.08 | 61.04 |
| 93614 | RICHARDSON | GENE | RAY | 20020715 | 0.50 | 109.48 | 54.74 |
| 93614 | RICHARDSON | GENE | RAY | 20020729 | 0.50 | 117.27 | 58.63 |
| 93614 | RICHARDSON | GENE | RAY | 20020812 | 0.50 | 112.10 | 56.05 |
| 93614 | RICHARDSON | GENE | RAY | 20020826 | 0.50 | 125.73 | 62.86 |
| 93614 | RICHARDSON | GENE | RAY | 20020909 | 0.50 | 108.00 | 54.00 |
| 93614 | RICHARDSON | GENE | RAY | 20020923 | 0.50 | 121.50 | 60.75 |
| 93614 | RICHARDSON | GENE | RAY | 20021007 | 0.50 | 153.26 | 76.63 |
| 93614 | RICHARDSON | GENE | RAY | 20021021 | 0.50 | 141.75 | 70.87 |
| 93614 | RICHARDSON | GENE | RAY | 20021104 | 0.50 | 141.75 | 70.87 |
| 93614 | RICHARDSON | GENE | RAY | 20021118 | 0.50 | 134.57 | 67.28 |
| 93614 | RICHARDSON | GENE | RAY | 20021202 | 0.50 | 108.00 | 54.00 |
| 93614 | RICHARDSON | GENE | RAY | 20021216 | 0.50 | 114.96 | 57.48 |
| 93614 | RICHARDSON | GENE | RAY | 20021230 | 0.50 | 61.11 | 30.55 |
| 93614 | RICHARDSON | GENE | RAY | 20030113 | 0.50 | 62.58 | 31.29 |
| 93614 | RICHARDSON | GENE | RAY | 20030127 | 0.50 | 97.44 | 48.72 |
| 93614 | RICHARDSON | GENE | RAY | 20030210 | 0.50 | 120.75 | 60.37 |
| 93614 | RICHARDSON | GENE | RAY | 20030224 | 0.50 | 74.93 | 37.46 |
| 93614 | RICHARDSON | GENE | RAY | 20030310 | 0.50 | 121.55 | 60.77 |
| 93614 | RICHARDSON | GENE | RAY | 20030324 | 0.50 | 137.49 | 68.74 |

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| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 93614 | RICHARDSON | GENE | RAY | 20030407 | 0.50 | 93.93 | 46.96 |
| 93614 | RICHARDSON | GENE | RAY | 20030421 | 0.50 | 100.28 | 50.14 |
| 93614 | RICHARDSON | GENE | RAY | 20030505 | 0.50 | 103.32 | 51.66 |
| 93614 | RICHARDSON | GENE | RAY | 20030519 | 0.50 | 144.85 | 72.42 |
| 93614 | RICHARDSON | GENE | RAY | 20030602 | 0.50 | 125.06 | 62.53 |
| 93614 | RICHARDSON | GENE | RAY | 20030616 | 0.50 | 163.03 | 81.51 |
| 93614 | RICHARDSON | GENE | RAY | 20030630 | 0.50 | 157.25 | 78.62 |
| 93614 | RICHARDSON | GENE | RAY | 20030714 | 0.50 | 141.75 | 70.87 |
| 93614 | RICHARDSON | GENE | RAY | 20030728 | 0.50 | 152.21 | 76.10 |
| 93614 | RICHARDSON | GENE | RAY | 20030811 | 0.50 | 128.00 | 64.00 |
| 93614 | RICHARDSON | GENE | RAY | 20030825 | 0.50 | 154.50 | 77.25 |
| 93614 | RICHARDSON | GENE | RAY | 20030908 | 0.50 | 134.99 | 67.49 |
| 93614 | RICHARDSON | GENE | RAY | 20030922 | 0.50 | 154.81 | 77.40 |
| 93614 | RICHARDSON | GENE | RAY | 20031006 | 0.50 | 148.87 | 74.43 |
| 93614 | RICHARDSON | GENE | RAY | 20031020 | 0.50 | 150.30 | 75.15 |
| 93614 | RICHARDSON | GENE | RAY | 20031103 | 0.50 | 139.15 | 69.57 |
| 93614 | RICHARDSON | GENE | RAY | 20031117 | 0.50 | 159.49 | 79.74 |
| 93614 | RICHARDSON | GENE | RAY | 20031201 | 0.50 | 134.53 | 67.26 |
| 93614 | RICHARDSON | GENE | RAY | 20031215 | 0.50 | 144.25 | 72.12 |
| 93614 | RICHARDSON | GENE | RAY | 20031229 | 0.50 | 137.71 | 68.85 |
| 93614 | RICHARDSON | GENE | RAY | 20040112 | 0.50 | 89.32 | 44.66 |
| 93614 | RICHARDSON | GENE | RAY | 20040126 | 0.50 | 143.40 | 71.70 |
| 93614 | RICHARDSON | GENE | RAY | 20040209 | 0.50 | 164.49 | 82.24 |
| 93614 | RICHARDSON | GENE | RAY | 20040223 | 0.50 | 153.40 | 76.70 |
| 93614 | RICHARDSON | GENE | RAY | 20040308 | 0.50 | 162.62 | 81.31 |
| 93614 | RICHARDSON | GENE | RAY | 20040322 | 0.50 | 165.00 | 82.50 |
| 93614 | RICHARDSON | GENE | RAY | 20040405 | 0.50 | 158.47 | 79.23 |
| 93614 | RICHARDSON | GENE | RAY | 20040419 | 0.50 | 148.96 | 74.48 |
| 93614 | RICHARDSON | GENE | RAY | 20040503 | 0.50 | 160.71 | 80.35 |
| 93614 | RICHARDSON | GENE | RAY | 20040517 | 0.50 | 144.87 | 72.43 |
| 93614 | RICHARDSON | GENE | RAY | 20040531 | 0.50 | 144.61 | 72.30 |
| 232574 | RICHARDSON | ISAAC | | 19991011 | 0.50 | 74.75 | 37.37 |
| 232574 | RICHARDSON | ISAAC | | 19991011 | 0.55 | 22.50 | 12.37 |
| 232574 | RICHARDSON | ISAAC | | 19991025 | 0.50 | 70.75 | 35.37 |
| 232574 | RICHARDSON | ISAAC | | 19991108 | 0.50 | 37.50 | 18.75 |
| 232574 | RICHARDSON | ISAAC | | 19991108 | 0.55 | 16.00 | 8.80 |
| 232574 | RICHARDSON | ISAAC | | 19991122 | 0.50 | 66.98 | 33.49 |
| 232574 | RICHARDSON | ISAAC | | 19991122 | 0.55 | 14.55 | 8.00 |
| 232574 | RICHARDSON | ISAAC | | 19991206 | 0.50 | 53.18 | 26.59 |
| 232574 | RICHARDSON | ISAAC | | 19991206 | 0.55 | 5.00 | 2.75 |
| 232574 | RICHARDSON | ISAAC | | 19991220 | 2.50 | 2.00 | 5.00 |
| 232574 | RICHARDSON | ISAAC | | 19991220 | 0.50 | 74.48 | 37.24 |
| 232574 | RICHARDSON | ISAAC | | 19991220 | 0.55 | 7.50 | 4.12 |
| 232574 | RICHARDSON | ISAAC | | 20000103 | 0.50 | 30.83 | 15.41 |
| 232574 | RICHARDSON | ISAAC | | 20000103 | 0.55 | 2.18 | 1.19 |
| 232574 | RICHARDSON | ISAAC | | 20000117 | 0.50 | 74.90 | 37.45 |
| 232574 | RICHARDSON | ISAAC | | 20000117 | 0.50 | 15.00 | 7.50 |
| 232574 | RICHARDSON | ISAAC | | 20000117 | 0.55 | 4.00 | 2.20 |
| 232574 | RICHARDSON | ISAAC | | 20000131 | 0.50 | 64.00 | 32.00 |
| 232574 | RICHARDSON | ISAAC | | 20000214 | 0.50 | 75.00 | 37.50 |
| 232574 | RICHARDSON | ISAAC | | 20000214 | 0.80 | 6.50 | 5.20 |
| 232574 | RICHARDSON | ISAAC | | 20000214 | 0.55 | 5.50 | 3.02 |
| 232574 | RICHARDSON | ISAAC | | 20000228 | 0.50 | 67.50 | 33.75 |
| 232574 | RICHARDSON | ISAAC | | 20000228 | 1.05 | 15.00 | 15.75 |

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: GENE RICHARDSON
SCDC NUMBER: 93614 NOV 04 2004
INSTITUTION: Lieber Corr. Inst. PP
HOUSING UNIT: C-A-46
WORK ASSIGNMENT: P.I. - II

Office Use Only
Grievance No. LCI 0779-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Adkins & Wicker do require payment of prevailing Wages. Adkins & Wicker further allow this issue of payment of Wages under S.C. Code 24-3-430 to be grieved pursuant to SCDC's grievance procedure. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our Wages. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04.

Gene R. Richardson 11-02-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

Gene R. Richardson 05-22-07 Jack S Davis 5-22-07
Grievant Signature Date ~~IGC~~ ICA Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 3118

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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RICHARDSON LCI-0779-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 9, 1999 and that your participation in this project ended on February 7, 2006.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over five (5) years after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Gene Richardson, #93614,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Gene Richardson does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Gene Richardson
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| GENE RICHARDSON, #93614 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Isaac Richardson
SCDC NUMBER: 232574
INSTITUTION: Lieber C.I.
HOUSING UNIT: Cooper B2 ✓
WORK ASSIGNMENT: Prison Industry #2

Office Use Only
Grievance No. Lieber 0684-04
Code: General MM EE
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry program when they only paid me .35¢ (thirty five cents) an hour and not Revailing wage as required under South Carolina Code ANN. Sec. 24-3-430 (A-7) as well as fact that from 1998-03 they denied me Prevailing wage

ACTION REQUESTED: All money due to me be paid at Prevailing wage and overtime rate and Prevailing wag be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed ordered to file Grievance by Court Wicker V. S.C.D.C., Adkins V. SCDC

Isaac Richardson 9-23
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3489

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3125

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date 10/28/04

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Grievant Signature 11-2-04 Date

IGC Signature 11-2-04 Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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I/M J. Richardson, #232574 LC10684-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF ISAAC RICHARDSON, #232574

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for 478.20 hours in 1999 at $9.68 per hour; 1419.45 hours in 2000 at $10.66 per hour; 765.10 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 6532.69 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Isaac Richardson 2/4/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1304-1306; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | MX 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | MX 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | MX 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | MX 0 | 2 | 12/15/00 | 12/20/01 |
| MO 1E | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | MX 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT

A - 0792
June 2004

3454

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Not. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 93614 | RICHARDSON | GENE | RAY | 20030407 | 0.50 | 93.93 | 46.96 |
| 93614 | RICHARDSON | GENE | RAY | 20030421 | 0.50 | 100.28 | 50.14 |
| 93614 | RICHARDSON | GENE | RAY | 20030505 | 0.50 | 103.32 | 51.66 |
| 93614 | RICHARDSON | GENE | RAY | 20030519 | 0.50 | 144.85 | 72.42 |
| 93614 | RICHARDSON | GENE | RAY | 20030602 | 0.50 | 125.06 | 62.53 |
| 93614 | RICHARDSON | GENE | RAY | 20030616 | 0.50 | 163.03 | 81.51 |
| 93614 | RICHARDSON | GENE | RAY | 20030630 | 0.50 | 157.25 | 78.62 |
| 93614 | RICHARDSON | GENE | RAY | 20030714 | 0.50 | 141.75 | 70.87 |
| 93614 | RICHARDSON | GENE | RAY | 20030728 | 0.50 | 152.21 | 76.10 |
| 93614 | RICHARDSON | GENE | RAY | 20030811 | 0.50 | 128.00 | 64.00 |
| 93614 | RICHARDSON | GENE | RAY | 20030825 | 0.50 | 154.50 | 77.25 |
| 93614 | RICHARDSON | GENE | RAY | 20030908 | 0.50 | 134.99 | 67.49 |
| 93614 | RICHARDSON | GENE | RAY | 20030922 | 0.50 | 154.81 | 77.40 |
| 93614 | RICHARDSON | GENE | RAY | 20031006 | 0.50 | 148.87 | 74.43 |
| 93614 | RICHARDSON | GENE | RAY | 20031020 | 0.50 | 150.30 | 75.15 |
| 93614 | RICHARDSON | GENE | RAY | 20031103 | 0.50 | 139.15 | 69.57 |
| 93614 | RICHARDSON | GENE | RAY | 20031117 | 0.50 | 159.49 | 79.74 |
| 93614 | RICHARDSON | GENE | RAY | 20031201 | 0.50 | 134.53 | 67.26 |
| 93614 | RICHARDSON | GENE | RAY | 20031215 | 0.50 | 144.25 | 72.12 |
| 93614 | RICHARDSON | GENE | RAY | 20031229 | 0.50 | 137.71 | 68.85 |
| 93614 | RICHARDSON | GENE | RAY | 20040112 | 0.50 | 89.32 | 44.66 |
| 93614 | RICHARDSON | GENE | RAY | 20040126 | 0.50 | 143.40 | 71.70 |
| 93614 | RICHARDSON | GENE | RAY | 20040209 | 0.50 | 164.49 | 82.24 |
| 93614 | RICHARDSON | GENE | RAY | 20040223 | 0.50 | 153.40 | 76.70 |
| 93614 | RICHARDSON | GENE | RAY | 20040308 | 0.50 | 162.62 | 81.31 |
| 93614 | RICHARDSON | GENE | RAY | 20040322 | 0.50 | 165.00 | 82.50 |
| 93614 | RICHARDSON | GENE | RAY | 20040405 | 0.50 | 158.47 | 79.23 |
| 93614 | RICHARDSON | GENE | RAY | 20040419 | 0.50 | 148.96 | 74.48 |
| 93614 | RICHARDSON | GENE | RAY | 20040503 | 0.50 | 160.71 | 80.35 |
| 93614 | RICHARDSON | GENE | RAY | 20040517 | 0.50 | 144.87 | 72.43 |
| 93614 | RICHARDSON | GENE | RAY | 20040531 | 0.50 | 144.61 | 72.30 |
| 232574 | RICHARDSON | ISAAC | | 19991011 | 0.50 | 74.75 | 37.37 |
| 232574 | RICHARDSON | ISAAC | | 19991011 | 0.55 | 22.50 | 12.37 |
| 232574 | RICHARDSON | ISAAC | | 19991025 | 0.50 | 70.75 | 35.37 |
| 232574 | RICHARDSON | ISAAC | | 19991108 | 0.50 | 37.50 | 18.75 |
| 232574 | RICHARDSON | ISAAC | | 19991108 | 0.55 | 16.00 | 8.80 |
| 232574 | RICHARDSON | ISAAC | | 19991122 | 0.50 | 66.98 | 33.49 |
| 232574 | RICHARDSON | ISAAC | | 19991122 | 0.55 | 14.55 | 8.00 |
| 232574 | RICHARDSON | ISAAC | | 19991206 | 0.50 | 53.18 | 26.59 |
| 232574 | RICHARDSON | ISAAC | | 19991206 | 0.55 | 5.00 | 2.75 |
| 232574 | RICHARDSON | ISAAC | | 19991220 | 2.50 | 2.00 | 5.00 |
| 232574 | RICHARDSON | ISAAC | | 19991220 | 0.50 | 74.48 | 37.24 |
| 232574 | RICHARDSON | ISAAC | | 19991220 | 0.55 | 7.50 | 4.12 |
| 232574 | RICHARDSON | ISAAC | | 20000103 | 0.50 | 30.83 | 15.41 |
| 232574 | RICHARDSON | ISAAC | | 20000103 | 0.55 | 2.18 | 1.19 |
| 232574 | RICHARDSON | ISAAC | | 20000117 | 0.50 | 74.90 | 37.45 |
| 232574 | RICHARDSON | ISAAC | | 20000117 | 0.50 | 15.00 | 7.50 |
| 232574 | RICHARDSON | ISAAC | | 20000117 | 0.55 | 4.00 | 2.20 |
| 232574 | RICHARDSON | ISAAC | | 20000131 | 0.50 | 64.00 | 32.00 |
| 232574 | RICHARDSON | ISAAC | | 20000214 | 0.50 | 75.00 | 37.50 |
| 232574 | RICHARDSON | ISAAC | | 20000214 | 0.80 | 6.50 | 5.20 |
| 232574 | RICHARDSON | ISAAC | | 20000214 | 0.55 | 5.50 | 3.02 |
| 232574 | RICHARDSON | ISAAC | | 20000228 | 0.50 | 67.50 | 33.75 |
| 232574 | RICHARDSON | ISAAC | | 20000228 | 1.05 | 15.00 | 15.75 |

Haycock, N. J.

PLAINTIFF'S EXHIBIT F 3497

A - 1304
June 2004

Ackerman 5-6-11 3133

| Inmate # | LastName | FirstName | MiddleName | PayDate | PayRate | Hours | PayAmount |
|---|---|---|---|---|---|---|---|
| 232574 | RICHARDSON | ISAAC | | 20000313 | 0.50 | 68.18 | 34.09 |
| 232574 | RICHARDSON | ISAAC | | 20000327 | 0.50 | 75.00 | 37.50 |
| 232574 | RICHARDSON | ISAAC | | 20000327 | 0.55 | 2.00 | 1.10 |
| 232574 | RICHARDSON | ISAAC | | 20000410 | 0.50 | 75.00 | 37.50 |
| 232574 | RICHARDSON | ISAAC | | 20000410 | 0.55 | 2.48 | 1.36 |
| 232574 | RICHARDSON | ISAAC | | 20000410 | 0.80 | 7.50 | 6.00 |
| 232574 | RICHARDSON | ISAAC | | 20000424 | 0.65 | 75.00 | 48.75 |
| 232574 | RICHARDSON | ISAAC | | 20000424 | 0.75 | 7.00 | 5.25 |
| 232574 | RICHARDSON | ISAAC | | 20000424 | 0.25 | 7.00 | 1.75 |
| 232574 | RICHARDSON | ISAAC | | 20000508 | 0.50 | 58.15 | 29.07 |
| 232574 | RICHARDSON | ISAAC | | 20000522 | 0.65 | 67.50 | 43.87 |
| 232574 | RICHARDSON | ISAAC | | 20000522 | 0.75 | 11.88 | 8.91 |
| 232574 | RICHARDSON | ISAAC | | 20000522 | 0.25 | 14.20 | 3.55 |
| 232574 | RICHARDSON | ISAAC | | 20000605 | 0.65 | 67.50 | 43.87 |
| 232574 | RICHARDSON | ISAAC | | 20000605 | 0.75 | 9.22 | 6.91 |
| 232574 | RICHARDSON | ISAAC | | 20000605 | 0.25 | 7.02 | 1.75 |
| 232574 | RICHARDSON | ISAAC | | 20000703 | 0.65 | 60.00 | 39.00 |
| 232574 | RICHARDSON | ISAAC | | 20000703 | 0.55 | 5.45 | 2.99 |
| 232574 | RICHARDSON | ISAAC | | 20000703 | 0.35 | 4.70 | 1.64 |
| 232574 | RICHARDSON | ISAAC | | 20000717 | 0.50 | 83.39 | 41.69 |
| 232574 | RICHARDSON | ISAAC | | 20000731 | 0.50 | 97.84 | 48.92 |
| 232574 | RICHARDSON | ISAAC | | 20001106 | 0.50 | 65.70 | 32.85 |
| 232574 | RICHARDSON | ISAAC | | 20001120 | 0.50 | 52.78 | 26.39 |
| 232574 | RICHARDSON | ISAAC | | 20001204 | 0.50 | 48.89 | 24.44 |
| 232574 | RICHARDSON | ISAAC | | 20001218 | 0.50 | 89.19 | 44.59 |
| 232574 | RICHARDSON | ISAAC | | 20010101 | 0.50 | 29.48 | 14.74 |
| 232574 | RICHARDSON | ISAAC | | 20010129 | 0.50 | 60.90 | 30.45 |
| 232574 | RICHARDSON | ISAAC | | 20010212 | 0.50 | 65.16 | 32.58 |
| 232574 | RICHARDSON | ISAAC | | 20010226 | 0.50 | 41.67 | 20.83 |
| 232574 | RICHARDSON | ISAAC | | 20010312 | 0.50 | 58.26 | 29.13 |
| 232574 | RICHARDSON | ISAAC | | 20010326 | 0.50 | 49.48 | 24.74 |
| 232574 | RICHARDSON | ISAAC | | 20010409 | 0.50 | 44.92 | 22.46 |
| 232574 | RICHARDSON | ISAAC | | 20010423 | 0.50 | 29.60 | 14.80 |
| 232574 | RICHARDSON | ISAAC | | 20010507 | 0.50 | 99.53 | 49.76 |
| 232574 | RICHARDSON | ISAAC | | 20010521 | 0.50 | 44.18 | 22.09 |
| 232574 | RICHARDSON | ISAAC | | 20010604 | 0.50 | 82.64 | 41.32 |
| 232574 | RICHARDSON | ISAAC | | 20010618 | 0.50 | 91.26 | 45.63 |
| 232574 | RICHARDSON | ISAAC | | 20010702 | 0.50 | 97.50 | 48.75 |
| 232574 | RICHARDSON | ISAAC | | 20010716 | 0.50 | 81.34 | 40.67 |
| 232574 | RICHARDSON | ISAAC | | 20010730 | 0.50 | 109.53 | 54.76 |
| 232574 | RICHARDSON | ISAAC | | 20010813 | 0.50 | 98.44 | 49.22 |
| 232574 | RICHARDSON | ISAAC | | 20010827 | 0.50 | 117.19 | 58.59 |
| 232574 | RICHARDSON | ISAAC | | 20010910 | 0.50 | 114.12 | 57.06 |
| 232574 | RICHARDSON | ISAAC | | 20010924 | 0.50 | 130.25 | 65.12 |
| 232574 | RICHARDSON | ISAAC | | 20011008 | 0.50 | 117.63 | 58.81 |
| 232574 | RICHARDSON | ISAAC | | 20011022 | 0.50 | 100.46 | 50.23 |
| 232574 | RICHARDSON | ISAAC | | 20011105 | 0.50 | 109.16 | 54.58 |
| 232574 | RICHARDSON | ISAAC | | 20011119 | 0.50 | 126.28 | 63.14 |
| 232574 | RICHARDSON | ISAAC | | 20011203 | 0.50 | 99.03 | 49.51 |
| 232574 | RICHARDSON | ISAAC | | 20011217 | 0.50 | 135.88 | 67.94 |
| 232574 | RICHARDSON | ISAAC | | 20011231 | 0.50 | 60.04 | 30.02 |
| 232574 | RICHARDSON | ISAAC | | 20020506 | 0.50 | 25.59 | 12.79 |
| 232574 | RICHARDSON | ISAAC | | 20020520 | 0.50 | 40.89 | 20.44 |
| 232574 | RICHARDSON | ISAAC | | 20020603 | 0.50 | 38.80 | 19.40 |

| ID No. | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 232574 | RICHARDSON | ISAAC | | 20020617 | 0.50 | 68.13 | 34.06 |
| 232574 | RICHARDSON | ISAAC | | 20020701 | 0.50 | 65.75 | 32.87 |
| 232574 | RICHARDSON | ISAAC | | 20020715 | 0.50 | 57.08 | 28.54 |
| 232574 | RICHARDSON | ISAAC | | 20020729 | 0.50 | 68.56 | 34.28 |
| 232574 | RICHARDSON | ISAAC | | 20020812 | 0.50 | 75.52 | 37.76 |
| 232574 | RICHARDSON | ISAAC | | 20020826 | 0.50 | 76.20 | 38.10 |
| 232574 | RICHARDSON | ISAAC | | 20020909 | 0.50 | 66.14 | 33.07 |
| 232574 | RICHARDSON | ISAAC | | 20020923 | 0.50 | 96.83 | 48.41 |
| 232574 | RICHARDSON | ISAAC | | 20021007 | 0.50 | 83.16 | 41.58 |
| 232574 | RICHARDSON | ISAAC | | 20021021 | 0.50 | 35.06 | 17.53 |
| 232574 | RICHARDSON | ISAAC | | 20021104 | 0.50 | 98.25 | 49.12 |
| 232574 | RICHARDSON | ISAAC | | 20021118 | 0.50 | 122.54 | 61.27 |
| 232574 | RICHARDSON | ISAAC | | 20021202 | 0.50 | 87.24 | 43.62 |
| 232574 | RICHARDSON | ISAAC | | 20021216 | 0.50 | 100.50 | 50.25 |
| 232574 | RICHARDSON | ISAAC | | 20021230 | 0.50 | 53.36 | 26.68 |
| 232574 | RICHARDSON | ISAAC | | 20030113 | 0.50 | 43.98 | 21.99 |
| 232574 | RICHARDSON | ISAAC | | 20030127 | 0.50 | 77.13 | 38.56 |
| 232574 | RICHARDSON | ISAAC | | 20030210 | 0.50 | 94.13 | 47.06 |
| 232574 | RICHARDSON | ISAAC | | 20030224 | 0.50 | 106.44 | 53.22 |
| 232574 | RICHARDSON | ISAAC | | 20030310 | 0.50 | 82.40 | 41.20 |
| 232574 | RICHARDSON | ISAAC | | 20030324 | 0.50 | 44.05 | 22.02 |
| 232574 | RICHARDSON | ISAAC | | 20030407 | 0.50 | 97.28 | 48.64 |
| 232574 | RICHARDSON | ISAAC | | 20030421 | 0.50 | 83.45 | 41.72 |
| 232574 | RICHARDSON | ISAAC | | 20030505 | 0.50 | 47.29 | 23.64 |
| 232574 | RICHARDSON | ISAAC | | 20030519 | 0.50 | 99.21 | 49.60 |
| 232574 | RICHARDSON | ISAAC | | 20030602 | 0.50 | 89.93 | 44.96 |
| 232574 | RICHARDSON | ISAAC | | 20030616 | 0.50 | 126.25 | 63.12 |
| 232574 | RICHARDSON | ISAAC | | 20030630 | 0.50 | 116.03 | 58.01 |
| 232574 | RICHARDSON | ISAAC | | 20030714 | 0.50 | 128.85 | 64.42 |
| 232574 | RICHARDSON | ISAAC | | 20030728 | 0.50 | 118.44 | 59.22 |
| 232574 | RICHARDSON | ISAAC | | 20030811 | 0.50 | 92.28 | 46.14 |
| 232574 | RICHARDSON | ISAAC | | 20030825 | 0.50 | 123.39 | 61.69 |
| 232574 | RICHARDSON | ISAAC | | 20030908 | 0.50 | 79.70 | 39.85 |
| 232574 | RICHARDSON | ISAAC | | 20030922 | 0.50 | 93.38 | 46.69 |
| 232574 | RICHARDSON | ISAAC | | 20031006 | 0.50 | 99.45 | 49.72 |
| 232574 | RICHARDSON | ISAAC | | 20031020 | 0.50 | 110.11 | 55.05 |
| 232574 | RICHARDSON | ISAAC | | 20031103 | 0.50 | 109.94 | 54.97 |
| 232574 | RICHARDSON | ISAAC | | 20031117 | 0.50 | 111.96 | 55.98 |
| 232574 | RICHARDSON | ISAAC | | 20031201 | 0.50 | 90.58 | 45.29 |
| 232574 | RICHARDSON | ISAAC | | 20031215 | 0.50 | 108.46 | 54.23 |
| 232574 | RICHARDSON | ISAAC | | 20031229 | 0.50 | 99.25 | 49.62 |
| 232574 | RICHARDSON | ISAAC | | 20040112 | 0.50 | 70.72 | 35.36 |
| 232574 | RICHARDSON | ISAAC | | 20040126 | 0.50 | 125.88 | 62.94 |
| 232574 | RICHARDSON | ISAAC | | 20040209 | 0.50 | 134.90 | 67.45 |
| 232574 | RICHARDSON | ISAAC | | 20040223 | 0.50 | 154.28 | 77.14 |
| 232574 | RICHARDSON | ISAAC | | 20040308 | 0.50 | 144.43 | 72.21 |
| 232574 | RICHARDSON | ISAAC | | 20040322 | 0.50 | 158.52 | 79.26 |
| 232574 | RICHARDSON | ISAAC | | 20040405 | 0.50 | 144.75 | 72.37 |
| 232574 | RICHARDSON | ISAAC | | 20040419 | 0.50 | 122.78 | 61.39 |
| 232574 | RICHARDSON | ISAAC | | 20040503 | 0.50 | 116.54 | 58.27 |
| 232574 | RICHARDSON | ISAAC | | 20040517 | 0.50 | 126.44 | 63.22 |
| 232574 | RICHARDSON | ISAAC | | 20040531 | 0.50 | 101.14 | 50.57 |
| 258786 | RICHARDSON | LARON | R. | 20000117 | 0.35 | 35.62 | 12.46 |
| 258786 | RICHARDSON | LARON | R. | 20000228 | 0.50 | 26.52 | 13.26 |

3499

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3500

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

3501

**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3502

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

11-7-04

INMATE NAME: Richardson, Isaac NOV 0 4 2004
SCDC NUMBER: #232574 pp
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-02
WORK ASSIGNMENT: PI-02

Office Use Only
Grievance No. LCI 0684-04
Code: General MM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Aokins and Wicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Aokins and Wicker farther allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved purusant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Isaac Richardson 11-3-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

5-22-07
Grievant Signature Date

5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3503

RICHARDSON LCI-0684-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 3, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 8, 2002 and that, as of the date of this response, you are still participating in this project.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Isaac Richardson, #232574,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Isaac Richardson does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Isaac Richardson
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
6-6-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3507

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| ISAAC RICHARDSON, #232574 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 7th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D H Westbrook

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 04/6-04
Code: General MH
Nelson
Adj. Com.
Class.
Date Received SEP 22 2004
IGC Initials

INMATE NAME: Laron Richardson
SCDC NUMBER: 258786
INSTITUTION: Lieber, CRC
HOUSING UNIT: Wando - A - 113 ✓
WORK ASSIGNMENT: Dorm Worker

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy; if Nelson Decree, specify which section of decree)

The department is asked to review and determine whether I am entitled to receive back wages which by law are due to me from working at Prison Industries Program when they paid me .35 an hour and not under Prevailing wage statue South Carolina Code Ann Sec 24-3-430 (A-F) which is basis of of my Grievance applys and likewise note that under law the department is asked to Pay at Prevailing wage not $ 4. an hour currently getting now from Williams Tech. as well as overtime Rate of Pay under law

ACTION REQUESTED:
That inmate be Paid prevailing wages and over time Rate of pay under law and that prevailing wage be paid.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed and ordered to file grievance by court.

Laron Richardson 9-23-04
Grievant Signature Date

INFORMAL RESOLUTION BY IGC:

See Warden's response.

3509 [signature] 10/28/04
IGC Signature Date

☐ I accept the informal resolution and consider the matter closed.
☐ I do not accept the informal resolution. I wish to appeal to the Warden.

N/A

Ackerman 5-6-11 3145

WARDEN'S DECISION AND REASON:

See attachment.

☐ I accept
☒ I do not accept.

Warden Signature — Oct. 28, 04 — Date

I hereby acknowledge receipt of the Warden's response. My signature in no way indicates my acceptance of the decision.

Grievant Signature — 10-29-04 — Date

IGC Signature — 10/29/04 — Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within seven (7) days of an alleged incident; Policy or Nelson at any time. Do not write in the space provided for the Warden's response.

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5. If you are not satisfied with the Warden's decision, you may appeal to the Regional Director with

Inmate L. Richardson, #258782 CC10646-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Lavon Richardson
SCDC NUMBER: 258786
INSTITUTION: Lieber. Corr. Inst
HOUSING UNIT: WAND0 - A113
WORK ASSIGNMENT: Door Worker

NOV 04 2004
RECEIVED
MAY 29 2007

Office Use Only
Grievance No. Lieber0646-04
Code: General XX
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

ADKins & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our wages. ADKins & Wicker further state this issue of payment of wages under SC Code 24-3-430 to be grieved pursuant to SCDC's grievance prodedure. Grievant incorporate by referrance all exhibits attached to grievances filed by Darrell Williams And Attorney Douglas H. Westbrook on 9-22-04. I appeal the decision of the warden.

Lavon Richardson 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

Lavon Richardson 5-22-07
Grievant Signature Date

IGC Signature 5/22/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

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Ackerman 5-6-11 3149

Lieber PI Back Wage Claim Step 2 Reply

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| Richardson, Laron | 258786 | LCI-0646-04 |

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 5, 2000 and that your participation in this project ended on August 16, 2000.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court



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| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| Richardson, Laron | 258786 | LCI-0646-04 |

for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over four (4) years after SCDC first paid you for your participation in the project located at Lieber, over four (4) years after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| Richardson, Laron | 258786 | LCI-0646-04 |

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

| Inmate Name | SCDC # | Grievance # |
|---|---|---|
| Richardson, Laron | 258786 | LCI-0646-04 |

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Laron Richardson, #258786

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Laron Richardson does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Laron Richardson
Appellant's Name

Lieber C.I.
Mailing Address

P.O. Box 205

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-09
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3518

Ackerman 5-6-11 3154

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| LARON RICHARDSON, #258786 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |
| | ) | |
| | ) | |

I certify that on the 25 day of Nov., 2008, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3515

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Dennis Richey
SCDC NUMBER: 233472
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-59 ✓
WORK ASSIGNMENT: PI 2

Office Use Only
Grievance No. Lieber 0617-04
Code: General NW
Policy
Disc. Hear.
Class.
Date Received SEP 27 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The department is asked to review and determine ~~will~~ whether I am entitled to recieve back wages due to me from working at liber prison industry program where they paid me only .35¢ an hour. and not prevailing wage as required under ~~such~~ South Carolina code Ann 24-3-430(A), (1) as well as fact that from 1998-2003. They denied me prevailing wage.

ACTION REQUESTED:

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Law suit has been filed, court order to file a grievance by the court, Wicker v. SCDC and Adkins v. SCDC.

Dennis Richey 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

Inmate Richey: See Warden's Response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

3520

Ackerman 5-6-11 3156

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct. 28, 04
Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Dennis Ricker 11-02-04
Grievant Signature Date

IGC Signature 11-2-04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Inmate D. Rickey, #233472 LCI 0017-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3523

AMENDMENT TO GRIEVANCE OF DENNIS RICHEY, #233472

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 1741.70 hours in 2000 at $10.66 per hour; 1220.37 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5941.52 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Dennis Richey 2-08-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1307-1308; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3524

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | MX 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | MX 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | MX 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | MX 0 | 2 | 12/15/00 | 12/20/01 |
| MO 1E | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | MX 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3525

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

3526

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 258786 | RICHARDSON | LARON | R. | 20000228 | 1.05 | 7.50 | 7.87 |
| 258786 | RICHARDSON | LARON | R. | 20000313 | 0.50 | 70.95 | 35.47 |
| 258786 | RICHARDSON | LARON | R. | 20000313 | 0.55 | 6.50 | 3.57 |
| 258786 | RICHARDSON | LARON | R. | 20000327 | 0.35 | 61.63 | 21.57 |
| 258786 | RICHARDSON | LARON | R. | 20000410 | 0.35 | 58.95 | 20.63 |
| 258786 | RICHARDSON | LARON | R. | 20000424 | 0.35 | 60.45 | 21.15 |
| 258786 | RICHARDSON | LARON | R. | 20000508 | 0.50 | 68.67 | 34.33 |
| 258786 | RICHARDSON | LARON | R. | 20000703 | 0.35 | 54.78 | 19.17 |
| 258786 | RICHARDSON | LARON | R. | 20000717 | 0.50 | 29.56 | 14.78 |
| 258786 | RICHARDSON | LARON | R. | 20000731 | 0.50 | 44.95 | 22.47 |
| 258786 | RICHARDSON | LARON | R. | 20000814 | 0.50 | 39.64 | 19.82 |
| 258786 | RICHARDSON | LARON | R. | 20000828 | 0.50 | 20.38 | 10.19 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000214 | 0.35 | 60.00 | 21.00 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000228 | 0.35 | 66.52 | 23.28 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000313 | 0.35 | 67.50 | 23.62 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000327 | 0.35 | 72.72 | 25.45 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000410 | 0.50 | 75.00 | 37.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000424 | 0.50 | 75.83 | 37.91 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000508 | 0.50 | 75.00 | 37.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000508 | 0.80 | 5.38 | 4.30 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000522 | 0.50 | 67.50 | 33.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000522 | 0.80 | 7.50 | 6.00 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000605 | 0.50 | 67.50 | 33.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000703 | 0.50 | 60.00 | 30.00 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000703 | 0.55 | 4.83 | 2.65 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000703 | 0.35 | 7.50 | 2.62 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000717 | 0.50 | 67.25 | 33.62 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000731 | 0.50 | 74.97 | 37.48 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000814 | 0.50 | 66.23 | 33.11 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000828 | 0.50 | 74.32 | 37.16 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000911 | 0.50 | 65.05 | 32.52 |
| 233472 | RICHEY | DENNIS | ROBERT | 20000925 | 0.50 | 96.90 | 48.45 |
| 233472 | RICHEY | DENNIS | ROBERT | 20001009 | 0.50 | 96.43 | 48.21 |
| 233472 | RICHEY | DENNIS | ROBERT | 20001023 | 0.50 | 97.34 | 48.67 |
| 233472 | RICHEY | DENNIS | ROBERT | 20001106 | 0.50 | 88.14 | 44.07 |
| 233472 | RICHEY | DENNIS | ROBERT | 20001120 | 0.50 | 89.44 | 44.72 |
| 233472 | RICHEY | DENNIS | ROBERT | 20001204 | 0.50 | 71.05 | 35.52 |
| 233472 | RICHEY | DENNIS | ROBERT | 20001218 | 0.50 | 102.02 | 51.01 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010101 | 0.50 | 39.78 | 19.89 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010115 | 0.50 | 70.16 | 35.08 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010129 | 0.50 | 55.38 | 27.69 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010212 | 0.50 | 92.83 | 46.41 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010226 | 0.50 | 92.85 | 46.42 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010312 | 0.50 | 112.25 | 56.12 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010326 | 0.50 | 111.15 | 55.57 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010409 | 0.50 | 66.72 | 33.36 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010423 | 0.50 | 112.50 | 56.25 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010507 | 0.50 | 109.46 | 54.73 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010521 | 0.50 | 97.28 | 48.64 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010604 | 0.50 | 92.59 | 46.29 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010618 | 0.50 | 111.15 | 55.57 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010702 | 0.50 | 96.05 | 48.02 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010716 | 0.50 | 89.36 | 44.68 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010730 | 0.50 | 111.71 | 55.85 |

PLAINTIFF'S EXHIBIT F

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A - 1307
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 233472 | RICHEY | DENNIS | ROBERT | 20010813 | 0.50 | 77.58 | 38.79 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010827 | 0.50 | 108.65 | 54.32 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010910 | 0.50 | 114.75 | 57.37 |
| 233472 | RICHEY | DENNIS | ROBERT | 20010924 | 0.50 | 127.50 | 63.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011008 | 0.50 | 127.50 | 63.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011022 | 0.50 | 127.50 | 63.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011105 | 0.50 | 114.75 | 57.37 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011119 | 0.50 | 112.59 | 56.29 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011203 | 0.50 | 93.62 | 46.81 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011217 | 0.50 | 137.50 | 68.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20011231 | 0.50 | 59.62 | 29.81 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020114 | 0.50 | 84.20 | 42.10 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020128 | 0.50 | 119.25 | 59.62 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020211 | 0.50 | 127.50 | 63.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020225 | 0.50 | 140.25 | 70.12 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020311 | 0.50 | 135.00 | 67.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020325 | 0.50 | 135.00 | 67.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020408 | 0.50 | 121.50 | 60.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020422 | 0.50 | 135.00 | 67.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020506 | 0.50 | 135.00 | 67.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020520 | 0.50 | 140.25 | 70.12 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020603 | 0.50 | 119.00 | 59.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020617 | 0.50 | 135.54 | 67.77 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020701 | 0.50 | 135.00 | 67.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020715 | 0.50 | 104.44 | 52.22 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020729 | 0.50 | 131.54 | 65.77 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020812 | 0.50 | 121.50 | 60.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020826 | 0.50 | 129.28 | 64.64 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020909 | 0.50 | 117.90 | 58.95 |
| 233472 | RICHEY | DENNIS | ROBERT | 20020923 | 0.50 | 134.24 | 67.12 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021007 | 0.50 | 133.02 | 66.51 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021021 | 0.50 | 132.71 | 66.35 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021104 | 0.50 | 117.00 | 58.50 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021118 | 0.50 | 133.30 | 66.65 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021202 | 0.50 | 122.94 | 61.47 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021216 | 0.50 | 180.29 | 90.14 |
| 233472 | RICHEY | DENNIS | ROBERT | 20021230 | 0.50 | 67.50 | 33.75 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030113 | 0.50 | 88.61 | 44.30 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030127 | 0.50 | 106.11 | 53.05 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030210 | 0.50 | 115.78 | 57.89 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030224 | 0.50 | 91.81 | 45.90 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030310 | 0.50 | 103.70 | 51.85 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030324 | 0.50 | 102.75 | 51.37 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030407 | 0.50 | 75.20 | 37.60 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030421 | 0.50 | 106.44 | 53.22 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030505 | 0.50 | 65.65 | 32.82 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030519 | 0.50 | 111.68 | 55.84 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030602 | 0.50 | 98.00 | 49.00 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030616 | 0.50 | 110.92 | 55.46 |
| 233472 | RICHEY | DENNIS | ROBERT | 20030630 | 0.50 | 74.09 | 37.04 |
| 248474 | RIDDLE | WILLIAM | GENE | 19990830 | 0.35 | 79.25 | 27.73 |
| 248474 | RIDDLE | WILLIAM | GENE | 19990830 | 0.55 | 4.50 | 2.47 |
| 248474 | RIDDLE | WILLIAM | GENE | 19990913 | 0.35 | 72.00 | 25.20 |
| 248474 | RIDDLE | WILLIAM | GENE | 19990913 | 0.55 | 22.75 | 12.51 |

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

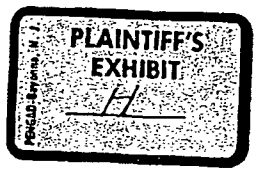
Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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## NON-ACADEMIC EXPERIENCE

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

## PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

11-2-04

INMATE NAME: Dennis Richey
SCDC NUMBER: 233472 NOV 04 2004
INSTITUTION: ~~Lieber Corr. Inst.~~ RCP
HOUSING UNIT: Cooper B-59
WORK ASSIGNMENT: Dorm

Office Use Only
Grievance No. LCI 0617-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and S.C.D.C. was WTI's "Agent" in paying our wages. Adkins & Wicker further allow this issue of payment of wages under S.C. Code 24-3-430 to be grieved pursuant to S.C.D.C.'s grievance procedures. Grievants incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04

Dennis Richey 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

Dennis Richey 5-18-07
Grievant Signature Date

M. L. Monteith 5/18/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 3169

RICHEY LCI-0617-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on January 27, 2000 and that your participation in this project ended on June 23, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004; and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over four (4) years after SCDC first paid you for your participation in the project located at Lieber, 15 months after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Dennis Richey, #233472,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Dennis Richey does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Dennis Richey
Appellant's Name

Ridgeland C.I.
P.O. Box 2039
Mailing Address

Ridgeland, SC 29936
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| DENNIS RICHEY, #233472 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3538

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Ignacio Rivera JNMATE GRIEVANCE FORM

STEP 1

INMATE NAME: individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A *

SCDC NUMBER: 300424

INSTITUTION: L.C.I

HOUSING UNIT: Cooper B-27 ✓

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber 0738-04
Code: General NM
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 f 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits docume a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 3 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and empl ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F)

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate f 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the fu ture; all as determined from Exhibits A-H; and the time cards, pay stubs, an other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, cost and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's hav verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which wa dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willi et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifi a class action representing the class identified in Exh. A. On August 23, 20 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Ignacio Rivera 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

C Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3539

Ackerman 5-6-11 3175

WARDEN'S DECISION AND REASON:

See Attachment.

Oct. 28, 04
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Ignacio Rivera 11-2-04
Grievant Signature Date

11-2-04
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Jr. J. Rivera, # 300424 CC10738-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3591

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3542

AMENDMENT TO GRIEVANCE OF IGNACIO RIVERA, #300424

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 103.62 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Ignacio Rivera 2-4-2006
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1312; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | MX 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | MX 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | MX 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | MX 0 | 2 | 12/15/00 | 12/20/01 |
| MO 1E | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | MX 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3544

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C

3545

A - 0081
June 2004

00021

Ackerman 5-6-11 3181

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PLAINTIFF'S EXHIBIT C



00026

3546

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 262087 | RISH,JR. | CHARLES | DELANO | 20020812 | 0.50 | 113.76 | 56.88 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20020826 | 0.50 | 116.10 | 58.05 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20020909 | 0.50 | 76.10 | 38.05 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20020923 | 0.50 | 111.60 | 55.80 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021007 | 0.50 | 115.52 | 57.76 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021021 | 0.50 | 151.16 | 75.58 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021104 | 0.50 | 162.46 | 81.23 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021118 | 0.50 | 180.75 | 90.37 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021202 | 0.50 | 145.06 | 72.53 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021216 | 0.50 | 189.40 | 94.70 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021230 | 0.50 | 98.00 | 49.00 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030113 | 0.50 | 107.15 | 53.57 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030127 | 0.50 | 127.90 | 63.95 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030210 | 0.50 | 155.74 | 77.87 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030224 | 0.50 | 146.16 | 73.08 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030310 | 0.50 | 125.82 | 62.91 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030324 | 0.50 | 112.09 | 56.04 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030407 | 0.50 | 123.03 | 61.51 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030421 | 0.50 | 113.27 | 56.63 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030505 | 0.50 | 86.80 | 43.40 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030519 | 0.50 | 6.61 | 3.30 |
| 300424 | RIVERA | IGNACIO | | 20040517 | 0.50 | 38.48 | 19.24 |
| 300424 | RIVERA | IGNACIO | | 20040517 | 0.50 | 30.89 | 15.44 |
| 300424 | RIVERA | IGNACIO | | 20040531 | 0.50 | 34.25 | 17.12 |
| 219118 | RIVERS | HENRY | GEROME | 20020909 | 0.50 | 5.25 | 2.62 |
| 186718 | RIVERS | TYRONE | J. | 20010924 | 0.50 | 10.50 | 5.25 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 2.50 | 2.00 | 5.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.35 | 65.72 | 23.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.55 | 25.38 | 13.95 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.35 | 55.70 | 19.49 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.55 | 5.00 | 2.75 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000103 | 0.35 | 15.00 | 5.25 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000103 | 0.55 | 4.30 | 2.36 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.55 | 7.50 | 4.12 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.50 | 74.00 | 37.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.55 | 13.57 | 7.46 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.50 | 15.00 | 7.50 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.55 | 4.00 | 2.20 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000131 | 0.50 | 61.58 | 30.79 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.35 | 66.20 | 23.17 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.80 | 6.50 | 5.20 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.55 | 7.50 | 4.12 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.55 | 5.50 | 3.02 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000228 | 0.35 | 54.38 | 19.03 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000228 | 0.55 | 7.50 | 4.12 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000228 | 1.05 | 7.50 | 7.87 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000313 | 0.50 | 74.42 | 37.21 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000327 | 0.50 | 73.82 | 36.91 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000327 | 0.80 | 7.50 | 6.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000410 | 0.50 | 76.00 | 38.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000410 | 0.80 | 15.00 | 12.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000424 | 0.35 | 44.62 | 15.61 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000508 | 0.50 | 75.00 | 37.50 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000508 | 0.55 | 23.72 | 13.04 |

PLAINTIFF'S EXHIBIT F

3547

A - 1312
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

11-7-04

INMATE NAME: Ignacio Rivera
SCDC NUMBER: 300424 NOV 0 8 2004 PP
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-27
WORK ASSIGNMENT: P.I. 2

Office Use Only
Grievance No. LC40738-04
Code: General MM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payment of prevailing wages. Grievants were employed by W.T.I. , and S.C.D.C. was W.T.I.'s "Agent" in paying our wages. Adkins & Wicker further allow this issue of paymemt of wages under S.C. code 24-3-430 to be grieved pursuant to S.C.D.C.'s grievance procedures. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04.

Ignacio Rivera 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

IGNACIO RIVERA 5-27-007
Grievant Signature Date

5/24/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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RIVERA LCI-0738-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 22, 2004 and that, as of the date of this response, you are still participating in this project.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over five (5) months after SCDC first paid you for your participation in the project located at Lieber and more than 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Ignacio Rivera, #300424,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07__-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Ignacio Rivera does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-24-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Ignacio Rivera
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| IGNACIO RIVERA, #300424 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
## INMATE GRIEVANCE FORM

Henry Rivers individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 219118 (released)

INSTITUTION: Lieber (formerly)

HOUSING UNIT:

WORK ASSIGNMENT:

Office Use Only
Grievance No.
Code: General
Policy
Disc. Hear
Class.
Date Received
IGC Initials

STATE GRIEVANCE (Include documentation, and date of incident if SCDC Policy, indicate which policy) From 1999 to present,** IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fc 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 937.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documer a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 3( 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and emplc ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate f 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the fu ture; all as determined from Exhibits A-H; and the time cards, pay stubs, an other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, cost ~~and attorney fees.~~

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's hav verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which wa dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willi et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifi a class action representing the class identified in Exh. A. On August 23, 20 the S.C. Supreme Court held in the Adkins and Wicker cases ~~that~~ 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

R. E. Wigtarwal 12-2-08
Grievant Signature Date

** According to Exh. F, former inmate Rivers' pay dates were Sept. 9, 2002, and June 27, 2005 through May 15, 2006.

ACTION TAKEN BY IGC: Atty for Grievant

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3558

(CONTINUED ON REVERSE SIDE)

WARDEN'S DECISION AND REASON:

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF HENRY RIVERS, #219118

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5.25 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Henry Rivers 2/4/2006
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1312; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | M X 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | M X 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | M X 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | M X 0 | 2 | 12/15/00 | 12/20/01 |
| MO 1E | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | M X 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3561

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 3562

A - 0081
June 2004

00021



Ackerman 5-6-11 3198

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

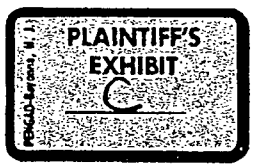
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner





| Inmate# | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 262087 | RISH,JR. | CHARLES | DELANO | 20020812 | 0.50 | 113.76 | 56.88 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20020826 | 0.50 | 116.10 | 58.05 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20020909 | 0.50 | 76.10 | 38.05 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20020923 | 0.50 | 111.60 | 55.80 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021007 | 0.50 | 115.52 | 57.76 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021021 | 0.50 | 151.16 | 75.58 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021104 | 0.50 | 162.46 | 81.23 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021118 | 0.50 | 180.75 | 90.37 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021202 | 0.50 | 145.06 | 72.53 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021216 | 0.50 | 189.40 | 94.70 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20021230 | 0.50 | 98.00 | 49.00 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030113 | 0.50 | 107.15 | 53.57 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030127 | 0.50 | 127.90 | 63.95 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030210 | 0.50 | 155.74 | 77.87 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030224 | 0.50 | 146.16 | 73.08 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030310 | 0.50 | 125.82 | 62.91 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030324 | 0.50 | 112.09 | 56.04 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030407 | 0.50 | 123.03 | 61.51 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030421 | 0.50 | 113.27 | 56.63 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030505 | 0.50 | 86.80 | 43.40 |
| 262087 | RISH,JR. | CHARLES | DELANO | 20030519 | 0.50 | 6.61 | 3.30 |
| 300424 | RIVERA | IGNACIO | | 20040517 | 0.50 | 38.48 | 19.24 |
| 300424 | RIVERA | IGNACIO | | 20040517 | 0.50 | 30.89 | 15.44 |
| 300424 | RIVERA | IGNACIO | | 20040531 | 0.50 | 34.25 | 17.12 |
| 219118 | RIVERS | HENRY | GEROME | 20020909 | 0.50 | 5.25 | 2.62 |
| 186718 | RIVERS | TYRONE | J. | 20010924 | 0.50 | 10.50 | 5.25 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 2.50 | 2.00 | 5.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.35 | 65.72 | 23.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.55 | 25.38 | 13.95 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.35 | 55.70 | 19.49 |
| 117001 | ROBERSON | HAROLD | LONNIE | 19991220 | 0.55 | 5.00 | 2.75 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000103 | 0.35 | 15.00 | 5.25 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000103 | 0.55 | 4.30 | 2.36 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.55 | 7.50 | 4.12 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.50 | 74.00 | 37.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.55 | 13.57 | 7.46 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.50 | 15.00 | 7.50 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000117 | 0.55 | 4.00 | 2.20 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000131 | 0.50 | 61.58 | 30.79 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.35 | 66.20 | 23.17 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.80 | 6.50 | 5.20 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.55 | 7.50 | 4.12 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000214 | 0.55 | 5.50 | 3.02 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000228 | 0.35 | 54.38 | 19.03 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000228 | 0.55 | 7.50 | 4.12 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000228 | 1.05 | 7.50 | 7.87 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000313 | 0.50 | 74.42 | 37.21 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000327 | 0.50 | 73.82 | 36.91 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000327 | 0.80 | 7.50 | 6.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000410 | 0.50 | 76.00 | 38.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000410 | 0.80 | 15.00 | 12.00 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000424 | 0.35 | 44.62 | 15.61 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000508 | 0.50 | 75.00 | 37.50 |
| 117001 | ROBERSON | HAROLD | LONNIE | 20000508 | 0.55 | 23.72 | 13.04 |

3564

A - 1312
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

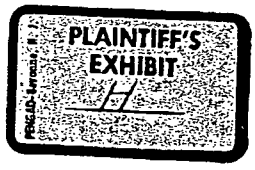
Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.




35-65

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3567

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Henry Rivers, #219118 released,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Henry Rivers does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the ~~105~~ 120 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance. 11. Court should grant remedial or injunctive relief under ALC Rules 16 and 23.

Appellant's Name
Henry Rivers
address unknown
Mailing Address

City, State, Zip Code
unknown
Telephone Number

Signed
DH Westbrook
4-10-09
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3568

Ackerman 5-6-11 3204

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| HENRY RIVERS, #219118 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |
| | ) | |

I certify that on the 10th day of April, 2009, ~~2008~~, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

(3) One copy was mailed pursuant to Directive to SCDC Policy GA-01.12 to:

South Carolina Department of Corrections
Office of General Counsel
P.O. Box 21787
Columbia, SC 29221-1787

D H Westbrook

Douglas H. Westbrook

3569

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
## INMATE GRIEVANCE FORM
### STEP 1

INMATE NAME: Harold Roberson

SCDC NUMBER: 117001

INSTITUTION: Lieber Corr. Inst.

HOUSING UNIT: Cooper B-11

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber 0674-04
Code: General NM
Nelson
Adj. Com.
Class.
Date Received SEP 22 2004
IGC Initials LC

**STATE GRIEVANCE** (include documentation, and date of incident; if SCDC Policy, indicate which policy; if Nelson Decree, specify which section of decree)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina Code Ann. §24-3-430(A),(7) as well as fact that from 1998-2003 they denied me prevailing wage.

**ACTION REQUESTED:**

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now.

**SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:**

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Harold Roberson 9/23/04
Grievant Signature Date

**INFORMAL RESOLUTION BY IGC:**

See Warden's response.

IGC Signature 10/28/04 Date

☐ I accept the informal resolution and consider the matter closed.
☑ I do not accept the informal resolution. I wish to appeal to the Warden.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. April 1996)

3570 (CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3206

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

I hereby acknowledge receipt of the Warden's response. My signature in no way indicates my acceptance of the decision.

Harold Robason 11-2-04
Grievant Signature — Date

IGC Signature — Date: 11-2-04

NSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

- An informal resolution shall be attempted prior to the filing of Step 1.
- Complete each section in its entirety, writing only in the space provided for inmate use.
- Only one (1) issue is to be addressed on each form.
- Submit the completed form to the Institutional Grievance Coordinator within seven (7) days of an alleged incident; Policy or Nelson at any time. Do not write in the space provided for the Warden's response.
- If you are not satisfied with the Warden's decision, you may appeal to the Regional Director within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3571

D/M H. Goberson, #117001 2E10604-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3572

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3573

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 387 11/07/04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Roberson, Harold L.
SCDC NUMBER: #117001 NOV 04 2004 PP
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-11
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI 0674-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Adkins and Wicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved purusant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Harold Roberson 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

Inmate Released
1-1-05
GA-01.12 Section 19.1

Signature Date

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

Grievant Signature Date IGC Signature Date

3574

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

Ackerman 5-6-11 3210

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Harold Roberson, #117001 released, deceased,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Harold Roberson does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Harold Roberson
Appellant's Name

c/o Mr. Henry Roberson (father)
Mailing Address

201 Henderson St.

Greenville, SC 29611
City, State, Zip Code

(864) 232-4387
Telephone Number

Signed

11-6-08
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3575 (See reverse side for instructions)

Ackerman 5-6-11 3211

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Don Robinson INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: # 27520

INSTITUTION: LIEBER

HOUSING UNIT: Cooper-B-43 ✓

WORK ASSIGNMENT: P.I. 2

Office Use Only

Grievance No. Lieber 0784-04

Code: General mu

Policy

Disc. Hear.

Class

Date Received SEP 30 2004

IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 837.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Donald Robinson 9-27-04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carlton 10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☑ I do not accept the action taken and wish to appeal. 3576

N/A

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3212

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: O.V. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature — Date: 11-2-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3577

J/K D. Gibson, #277520 LU0784-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3578

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3579

AMENDMENT TO GRIEVANCE OF DONALD ROBINSON, #277520

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3473.58 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

D. Robinson 2-15-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1315-1316; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3580

11-2-04

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
## INMATE GRIEVANCE FORM
### STEP 2

INMATE NAME: Robinson, Don

SCDC NUMBER: #277520 NOV 08 2004

INSTITUTION: Lieber Corr.Inst. PP

HOUSING UNIT: Cooper B-93

WORK ASSIGNMENT: FI-2

Office Use Only
Grievance No. LCI0784-04
Code: General NY
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Ackins and Wicker do require payment of prevailing wages.' Grievants were employed by UTI and SCDC was UTI's "agent" in paying our wages. Ackins and Wicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved purusant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Donald Robinson 11-04-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

6-19-07
Signature Date

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

Drobinson 7-31-07 Randall 7/31/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3581

Ackerman 5-6-11 3217

ROBINSON LCI-0784-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your first voluntary work assignment in the prison industries project at Lieber began on September 27, 2001 and ended January 13, 2003. Additionally, these records reflect that you returned to this project for a second work assignment that began June 26, 2003 and ended July 13, 2003, and, finally, that you returned to this project for a third work assignment that began on March 15, 2004 and ended on March 7, 2007.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

3582

ROBINSON LCI-0784-04

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance three (3) years after SCDC first paid you for the labor you provided to the project located at Lieber during your first work assignment there and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did

not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

3584

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Donald Robinson, #277520,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Donald Robinson does hereby appeal the final decision of the South Carolina Department of Corrections dated 6-19-07 and received on 7-31-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Donald Robinson
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
8-22-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3585

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| DONALD ROBINSON, #277520 | ) | |
| Grievant/Appellant, | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D. H. Westbrook
Douglas H. Westbrook

3586

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Darrell S. Rochester JNMATE GRIEVANCE FORM

individually, and on STEP 1
behalf of all inmate employees (IE's)

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: # 146731

INSTITUTION: Lieber Correctional Inst

HOUSING UNIT: Cooper A-25 ✓

WORK ASSIGNMENT: P. I. II

Office Use Only
Grievance No. Lieber 0285-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits document a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate for 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs ~~and attorney fees~~.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Williams et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certified a class action representing the class identified in Exh. A. On August 23, 2004 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Darrell S Rochester 9/28/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

IGC Signature 10/28/04 Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3587

N/A
Date

Ackerman 5-6-11 3223

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct. 28, 04 Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3588

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Darrell S. Rochester INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A * STEP 1

INMATE NAME:

SCDC NUMBER: #146731

INSTITUTION: ~~Lieber Correctional Inst~~ Kershaw

HOUSING UNIT: Cooper A-35 ✓

WORK ASSIGNMENT: P.I. II

Office Use Only
Grievance No. Lieber 0285-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials LL

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 837.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs ~~and attorney fees.~~

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Darrell S Rochester 9/28/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev November 1997)

35-89

Ackerman 5-6-11 3225

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

Ann Haeman 5.15.07
~~IGC~~ IGA Signature Date

Issued by: A Wardis 5/22/07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3590

Jack D. Rochester, #146731 LCI 0785-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3591

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3592

ROCHESTER LCI-0785-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 23, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 26, 2003 and that you ended your participation in this project on October 11, 2005.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

3593

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

3594

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

3595

AMENDMENT TO GRIEVANCE OF DARRELL S. ROCHESTER, #146731

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2150.41 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1319-1320; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3596

AMENDMENT TO GRIEVANCE OF DARRELL S. ROCHESTER, #146731

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2150.41 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1319-1320; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 2 | RANDALL, FRED | 280735 | C A 25 | 1 | 1/30/02 | 11/12/02 |
| | RANDALL, KEZAR | 177479 | C 0 | 1 | 1/4/00 | 1/20/00 |
| | RANDOLPH, DEMETRIUS | 197113 | S B 37 | 1 | 9/27/01 | 1/9/02 |
| | RANDOLPH, DEXTER | 255223 | C B 11 | 1 | 12/1/00 | 3/21/01 |
| MI 3 | RANDOLPH, LINART | 279485 | A B 56 | 1 | 6/26/03 | 7/1/03 |
| | READY, BRYAN | 222265 | C B 34 | 2 | 8/22/01 | 2/21/02 |
| MI 3 | REAVES, J. | 219186 | C 0 | 0 | | 12/20/99 |
| MI 2 | REED, LARRY | 263184 | C A 49 | 1 | 4/2/02 | 5/2/03 |
| MI 3 | RETUMA, LEOVILDO | 286632 | E B 11 | 1 | 7/14/03 | 7/30/03 |
| MI 3 | REYNOLDS, AUNDRAY | 198792 | C B 24 | 2 | 10/1/02 | 12/3/02 |
| MI 3 | RICHARDS, LARKLAND | 281768 | C A 25 | 1 | 4/19/02 | 6/26/03 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 3/25/04 |
| MI 2 | RICHARDSON, ANTONIO | 266174 | C A 42 | 1 | 7/10/01 | 5/2/03 |
| | RICHARDSON, DERRICK | 251510 | M X 0 | 2 | 2/8/00 | 6/15/00 |
| MI 3 | RICHARDSON, GENE | 93614 | C A 46 | 1 | 9/9/99 | 6/24/04 |
| MI 3 | RICHARDSON, ISAAC | 232574 | C B 2 | 1 | 4/8/02 | 6/24/04 |
| | RICHARDSON, LARON | 258786 | C A 21 | 1 | 6/5/00 | 8/16/00 |
| MI 3 | RICHEY, DENNIS | 233472 | C B 59 | 1 | 2/7/00 | 6/26/03 |
| | RIDDLE, WILLIAM | 248474 | C A 38 | 1 | 8/5/99 | 5/31/00 |
| MI 3 | RIDDLEY, FREDRICO | 271858 | C A 32 | 1 | 9/18/02 | 9/23/02 |
| | RILEY, DANIEL | 251578 | C B 49 | 1 | 7/14/00 | 9/29/00 |
| | RILEY, RONALD | 137150 | M X 0 | 2 | 1/6/00 | 11/29/01 |
| MI 2 | RISH, CHARLES | 262087 | S A 34 | 3 | 9/24/03 | 11/12/03 |
| MI 2 | RISH, CHARLES | 262087 | C B 39 | 1 | 6/6/00 | 5/2/03 |
| MI 3 | RIVERA, IGNACIO | 300424 | C B 25 | 1 | 4/22/04 | 6/24/04 |
| MI3 | RIVERS, HENRY | 219118 | A A 25 | 2 | 8/20/02 | 8/23/02 |
| | RIVERS, TYRONE | 186718 | E A 17 | 2 | 8/30/01 | 9/10/01 |
| MI 3 | ROBERSON, HAROLD | 117001 | C B 11 | 1 | 11/9/99 | 6/19/02 |
| | ROBERTS, THOMAS | 269101 | C A 54 | 1 | 10/16/00 | 7/6/01 |
| | ROBERTS, WILLIAM | 124975 | C B 0 | 1 | 8/13/99 | 2/11/00 |
| | ROBERTSON, NATHAN | 266465 | M X 0 | 2 | 6/26/00 | 7/7/00 |
| | ROBINSON, ABRAHAM | 260289 | M X 0 | 2 | 12/15/00 | 12/20/01 |
| MO IE | ROBINSON, DARYL | 278404 | C A 19 | 1 | 10/17/01 | 9/20/02 |
| | ROBINSON, DEXTER | 257761 | M X 0 | 2 | 4/26/00 | 3/1/01 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 2 | 9/27/01 | 1/13/03 |
| MI 3 | ROBINSON, DONALD | 277520 | C B 43 | 1 | 3/15/04 | 6/24/04 |
| MI 3 | ROBINSON, DONALD | 277520 | A B 24 | 1 | 6/26/03 | 7/17/03 |
| MI 2 | ROBINSON, FREDRICK | 233279 | C B 22 | 1 | 9/25/01 | 6/20/02 |
| | ROBINSON, GEORGE | 263945 | E B 13 | 1 | 4/5/02 | 4/20/02 |
| MI 2 | ROBINSON, GERALD | 219800 | C B 54 | 2 | 8/10/99 | 4/8/02 |
| | ROBINSON, GREGORY | 264282 | C B 38 | 2 | 3/30/01 | 9/13/01 |
| | ROBINSON, HENRY | 245323 | C 0 | 1 | 3/15/00 | 3/29/00 |
| | ROBINSON, JEFFERY | 249454 | C B 55 | 2 | 11/10/99 | 7/31/00 |
| MI 3 | ROCHESTER, DARRELL | 146731 | C A 25 | 1 | 6/26/03 | 6/24/04 |
| | RODRIQUEZ, ENRIQUE | 271094 | C A 31 | 1 | 3/30/01 | 2/22/02 |
| MI 3 | ROEBUCK, M. | 235910 | C A 0 | 0 | | 1/3/00 |

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3598

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT
3599



Ackerman 5-6-11 3235

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 249454 | ROBINSON | JEFFERY | | 20000410 | 0.50 | 74.47 | 37.23 |
| 249454 | ROBINSON | JEFFERY | | 20000424 | 0.50 | 75.00 | 37.50 |
| 249454 | ROBINSON | JEFFERY | | 20000508 | 0.50 | 74.80 | 37.40 |
| 249454 | ROBINSON | JEFFERY | | 20000522 | 0.50 | 67.50 | 33.75 |
| 249454 | ROBINSON | JEFFERY | | 20000522 | 0.55 | 20.42 | 11.23 |
| 249454 | ROBINSON | JEFFERY | | 20000522 | 0.25 | 21.75 | 5.43 |
| 249454 | ROBINSON | JEFFERY | | 20000605 | 0.50 | 65.90 | 32.95 |
| 249454 | ROBINSON | JEFFERY | | 20000619 | 0.65 | 75.00 | 48.75 |
| 249454 | ROBINSON | JEFFERY | | 20000619 | 0.25 | 2.03 | 0.50 |
| 249454 | ROBINSON | JEFFERY | | 20000819 | 0.75 | 2.03 | 1.52 |
| 249454 | ROBINSON | JEFFERY | | 20000703 | 0.65 | 60.00 | 39.00 |
| 249454 | ROBINSON | JEFFERY | | 20000703 | 0.75 | 10.50 | 7.87 |
| 249454 | ROBINSON | JEFFERY | | 20000703 | 0.35 | 4.50 | 1.57 |
| 249454 | ROBINSON | JEFFERY | | 20000717 | 0.50 | 97.84 | 48.92 |
| 249454 | ROBINSON | JEFFERY | | 20000731 | 0.50 | 97.31 | 48.65 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010101 | 0.50 | 26.60 | 13.30 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010115 | 0.50 | 46.55 | 23.27 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010129 | 0.50 | 59.85 | 29.92 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010212 | 0.50 | 89.00 | 44.50 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010226 | 0.50 | 71.20 | 35.60 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010312 | 0.50 | 89.00 | 44.50 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010326 | 0.50 | 89.00 | 44.50 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010409 | 0.50 | 102.40 | 51.20 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010423 | 0.50 | 89.00 | 44.50 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010507 | 0.50 | 89.00 | 44.50 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010521 | 0.50 | 93.50 | 46.75 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010604 | 0.50 | 80.10 | 40.05 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010618 | 0.50 | 53.20 | 26.60 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010702 | 0.50 | 100.35 | 50.17 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010716 | 0.50 | 100.35 | 50.17 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010730 | 0.50 | 111.50 | 55.75 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010813 | 0.50 | 94.45 | 47.22 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010827 | 0.50 | 111.50 | 55.75 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010910 | 0.50 | 113.85 | 56.92 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20010924 | 0.50 | 126.50 | 63.25 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011008 | 0.50 | 126.50 | 63.25 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011022 | 0.50 | 126.50 | 63.25 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011105 | 0.50 | 126.50 | 63.25 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011119 | 0.50 | 130.25 | 65.12 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011203 | 0.50 | 101.20 | 50.60 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011217 | 0.50 | 136.50 | 68.25 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20011231 | 0.50 | 70.75 | 35.37 |
| 260289 | ROBINSON,JR. | ABRAHAM | | 20020311 | 0.50 | 134.55 | 67.27 |
| 146731 | ROCHESTER | DARRELL | S. | 20030714 | 0.50 | 55.37 | 27.68 |
| 146731 | ROCHESTER | DARRELL | S. | 20030728 | 0.50 | 51.40 | 25.70 |
| 146731 | ROCHESTER | DARRELL | S. | 20030811 | 0.50 | 48.67 | 24.33 |
| 146731 | ROCHESTER | DARRELL | S. | 20030825 | 0.50 | 52.12 | 26.06 |
| 146731 | ROCHESTER | DARRELL | S. | 20030908 | 0.50 | 63.05 | 31.52 |
| 146731 | ROCHESTER | DARRELL | S. | 20030922 | 0.50 | 68.30 | 34.15 |
| 146731 | ROCHESTER | DARRELL | S. | 20031006 | 0.50 | 56.18 | 28.09 |
| 146731 | ROCHESTER | DARRELL | S. | 20031020 | 0.50 | 75.26 | 37.63 |
| 146731 | ROCHESTER | DARRELL | S. | 20031103 | 0.50 | 77.66 | 38.83 |
| 146731 | ROCHESTER | DARRELL | S. | 20031117 | 0.50 | 80.59 | 40.29 |
| 146731 | ROCHESTER | DARRELL | S. | 20031201 | 0.50 | 75.78 | 37.89 |

PLAINTIFF'S EXHIBIT F

3601

A - 1319
June 2004

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 146731 | ROCHESTER | DARRELL | S. | 20031215 | 0.50 | 78.72 | 39.36 |
| 146731 | ROCHESTER | DARRELL | S. | 20031229 | 0.50 | 81.56 | 40.78 |
| 146731 | ROCHESTER | DARRELL | S. | 20040112 | 0.50 | 65.36 | 32.68 |
| 146731 | ROCHESTER | DARRELL | S. | 20040126 | 0.50 | 97.31 | 48.65 |
| 146731 | ROCHESTER | DARRELL | S. | 20040209 | 0.50 | 112.40 | 56.20 |
| 146731 | ROCHESTER | DARRELL | S. | 20040223 | 0.50 | 131.30 | 65.65 |
| 146731 | ROCHESTER | DARRELL | S. | 20040308 | 0.50 | 121.77 | 60.88 |
| 146731 | ROCHESTER | DARRELL | S. | 20040322 | 0.50 | 132.16 | 66.08 |
| 146731 | ROCHESTER | DARRELL | S. | 20040405 | 0.50 | 116.22 | 58.11 |
| 146731 | ROCHESTER | DARRELL | S. | 20040419 | 0.50 | 100.58 | 50.29 |
| 146731 | ROCHESTER | DARRELL | S. | 20040503 | 0.50 | 162.47 | 81.23 |
| 146731 | ROCHESTER | DARRELL | S. | 20040517 | 0.50 | 136.87 | 68.43 |
| 146731 | ROCHESTER | DARRELL | S. | 20040531 | 0.50 | 109.31 | 54.65 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010409 | 0.50 | 27.34 | 13.67 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010423 | 0.50 | 51.24 | 25.62 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010507 | 0.50 | 44.88 | 22.44 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010521 | 0.50 | 61.08 | 30.54 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010604 | 0.50 | 63.37 | 31.68 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010618 | 0.50 | 71.43 | 35.71 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010702 | 0.50 | 73.39 | 36.69 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010716 | 0.50 | 39.78 | 19.89 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010730 | 0.50 | 72.50 | 36.25 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010813 | 0.50 | 66.97 | 33.48 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010827 | 0.50 | 43.26 | 21.63 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010910 | 0.50 | 77.06 | 38.53 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20010924 | 0.50 | 81.56 | 40.78 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011008 | 0.50 | 115.25 | 57.62 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011022 | 0.50 | 114.63 | 57.31 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011105 | 0.50 | 93.33 | 46.66 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011119 | 0.50 | 111.12 | 55.56 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011203 | 0.50 | 88.05 | 44.02 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011217 | 0.50 | 116.69 | 58.34 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20011231 | 0.50 | 56.63 | 28.31 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20020114 | 0.50 | 44.10 | 22.05 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20020128 | 0.50 | 95.73 | 47.86 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20020211 | 0.50 | 101.81 | 50.90 |
| 271094 | RODRIQUEZ | ENRIQUE | L. | 20020225 | 0.50 | 90.75 | 45.37 |
| 235910 | ROEBUCK | MELVIN | | 19990830 | 0.35 | 32.00 | 11.20 |
| 235910 | ROEBUCK | MELVIN | | 19990830 | 0.55 | 2.00 | 1.10 |
| 235910 | ROEBUCK | MELVIN | | 19990913 | 0.35 | 71.00 | 24.85 |
| 235910 | ROEBUCK | MELVIN | | 19990913 | 0.55 | 2.75 | 1.51 |
| 235910 | ROEBUCK | MELVIN | | 19990927 | 0.35 | 15.00 | 5.25 |
| 235910 | ROEBUCK | MELVIN | | 19991011 | 0.35 | 60.00 | 21.00 |
| 235910 | ROEBUCK | MELVIN | | 19991011 | 0.55 | 40.00 | 22.00 |
| 235910 | ROEBUCK | MELVIN | | 19991025 | 0.40 | 74.25 | 29.70 |
| 235910 | ROEBUCK | MELVIN | | 19991025 | 0.55 | 39.50 | 21.72 |
| 235910 | ROEBUCK | MELVIN | | 19991108 | 0.50 | 75.00 | 37.50 |
| 235910 | ROEBUCK | MELVIN | | 19991108 | 0.55 | 41.50 | 22.82 |
| 235910 | ROEBUCK | MELVIN | | 19991122 | 0.50 | 69.17 | 34.58 |
| 235910 | ROEBUCK | MELVIN | | 19991122 | 0.55 | 31.54 | 17.34 |
| 235910 | ROEBUCK | MELVIN | | 19991206 | 0.50 | 56.37 | 28.18 |
| 235910 | ROEBUCK | MELVIN | | 19991206 | 0.55 | 25.30 | 13.91 |
| 235910 | ROEBUCK | MELVIN | | 19991220 | 2.50 | 2.00 | 5.00 |
| 235910 | ROEBUCK | MELVIN | | 19991220 | 0.50 | 65.37 | 32.68 |



3602

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

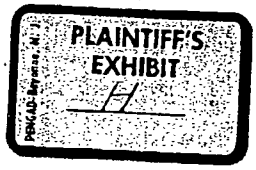
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3603



# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3605

Due 5/27/07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

MAY 29 2007

RECEIVED

JUN 04 2007

INMATE GRIEVANCE

Office Use Only
Grievance No. LCI-0785-04
Code: General 114
Policy
Disc. Hear.
Class.
Date Received 5/29/07
IGC Initials MB
✓ IGA - ABH 7-13-07

INMATE NAME: MR. DARRELL ROCHESTER
SCDC NUMBER: # 146731
INSTITUTION: LIEBER/KERSHAW
HOUSING UNIT: HICKORY UNIT A/276
WORK ASSIGNMENT: P.I.

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that § 24-3-430's wage provisions were mandatory and created a "statutory right to the payment of a prevailing wage". These cases further held that inmates can grieve S.C.D.C'S failure to pay prevailing wages under § 24-3-430, with review by the ALJ.

S.C.D.C. owes Grievant back wages, because it failed to pay prevailing wages prior to July 1st, 2001, and $4/hour thereafter. And what it did pay was but a fraction of these amounts. Thus, the wage rate S.C.D.C. paid was not correct, and back wages are owed. Grievant incorporates by reference Exhibits A-H attached to grievances filed by Darrell Williams and Counsel on September 22nd, 2004.

Darrell S Rochester 5/25/07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

Darrell S Rochester 8/02/07
Grievant Signature Date

A Harden 8/2/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3606

Ackerman 5-6-11 3242

ROCHESTER LCI-0785-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 25, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 26, 2003 and that your participation in this project ended on October 11, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.
Moreover, you filed your Step 1 grievance nearly 15 months after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13.1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3607

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Darrell Rochester, #146731

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07-ALJ-04-_____

GRIEVANCE NO.: _____

Notice is hereby given that Darrell Rochester does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-2-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Darrell Rochester
Appellant's Name
Kershaw C.I.
4848 Goldmine Hwy
Mailing Address
Kershaw, SC 29067
City, State, Zip Code
none
Telephone Number

Signed

8-18-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3608

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| DARRELL ROCHESTER, #146731 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3609

**THE STATE OF SOUTH CAROLINA**
**ADMINISTRATIVE LAW COURT**

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The Honorable Ralph King Anderson, III, Chief Administrative Law Judge

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| | | |
|---|---|---|
| Francis Ackerman, #266928, et al., | ) | Docket Nos. 07-ALJ-04-00444 through 00449-AP |
| | ) | Docket Nos. 07-ALJ-04-00500 through 00548-AP |
| | ) | 0549-IJ, 0550 through 07-00559-AP |
| | ) | Docket Nos. 07-ALJ-04-00623 through 00632-AP |
| Appellants, | ) | Docket Nos. 07-ALJ-04-00671 through 00677-AP |
| | ) | Docket Nos. 07-ALJ-04-00691, 0752, 0826, 0856 |
| vs. | ) | through 0867-AP |
| | ) | Docket Nos. 07-ALJ-04-00869 through 00872-AP |
| | ) | Docket Nos. 07-ALJ-04-00444, 0876, 0885 |
| | ) | Docket Nos. 07-ALJ-04-00141 through 00149-AP |
| South Carolina Department of | ) | Docket Nos. 07-ALJ-04-00169 through 00171-AP |
| Corrections, | ) | Docket Nos. 07-ALJ-04-00966 through 01021-IJ |
| | ) | Docket Nos. 07-ALJ-04-01023 through 01045-IJ |
| Respondent. | ) | Docket No. 09-ALJ-04-00304-IJ |
| | ) | |

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**1st SUPPLEMENTAL**
**RECORD ON APPEAL**

**VOLUME 5**

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Douglas H. Westbrook, Esquire
Attorney at Law
23 Broad Street
Charleston, South Carolina 29401
(843) 853-9600 – Office
(843) 577-2241 – Fax

FOR THE APPELLANTS

Lake E. Summers, Esquire
Malone, Thompson, Summers & Ott LLC
339 Heyward Street, Suite 200
Columbia, South Carolina 29201
(803) 254-3300 – Office
(803) 254-0309 – Fax

FOR THE DEPARTMENT


3610

# SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
## INMATE GRIEVANCE FORM
### STEP 1

INMATE NAME: Sanora Sanders

SCDC NUMBER: 249871

INSTITUTION: Lieber Corr. Inst.

HOUSING UNIT: Comm B-7

WORK ASSIGNMENT: FI-2

Office Use Only
Grievance No. Lieber 0606-04
Code: General MV
Policy
Disc. Hear.
Class.
Date Received SEP 29 2004
IGC Initials

**STATE GRIEVANCE** (Include documentation, and date of incident; if SCDC Policy, indicate which policy)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina Code Ann. §24-3-430(A),(H) as well as fact that from 1998-2003 they denied me prevailing wage.

**ACTION REQUESTED:**

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now.

**SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:**

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Sanora Sanders 5/23/04
Grievant Signature Date

**ACTION TAKEN BY IGC:**

See Warden's Response.

10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-9 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Sandra J. Sandra 5-24-07
Grievant Signature Date

Ann Naeman 5:15:07
~~IGC~~ IGA Signature Date

Served by: Ramos on 5/24/07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

J/K S. Sanders, # 249871 LC106666-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3613

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Vondell Sanders
SCDC NUMBER: 241308
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-29 3 ✓
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber 0790-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina code Ann. §24-3-430(A),(H) as well as fact that from 1998-2003 they denied me prevailing wage.

ACTION REQUESTED:

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Vondell Sanders 9-22-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

E Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3615

N/A
Grievant Signature Date

SCDC 10-5 (Rev November 1997)

Ackerman 5-6-11 3250

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Vardell Sanders 11-2-04
Grievant Signature Date

IGC Signature 11-2-04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3616

J/M V. Sanders, #241308 CC/0790-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

AMENDMENT TO GRIEVANCE OF VONDELL SANDERS, # ~~unknown~~ 241308

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees. Exh F had no info for Griev't.

Vondell Sanders 2-3-06
(Grievant Signature) (Date)

* Attached are Exh. C, 0081,0086; H, 1-3. Grievant not listed in Exh A,I
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3619

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT C
3620



Ackerman 5-6-11 3255

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



PERKUP-Bergenia, N.J.
PLAINTIFF'S EXHIBIT C

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

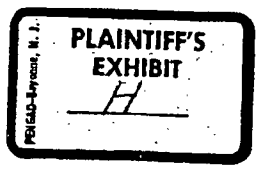
Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.




3622

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phospbor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-7-04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Vondell Sanders
SCDC NUMBER: 241308 NOV 08 2004
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-3
WORK ASSIGNMENT: P.I.2

Office Use Only
Grievance No. LCI 0790-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payment of prevailing wages.Grievants were employed by M.T.I.,and S.C.D.C. was M.T.I.'s " Agent " in paying our wages. Adkins & Wicker further allow this issue of payment of wages under S.C. code 24-3-430 to be grieved pursuant to S.C.D.C.'s grievance procedures. Grievants incorporate by reference all exhibits attached to grievances filed by Darrel Williams and Attorney Douglas Westbrook on 9-22-04.

Vondell Sanders 11-3-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-07
Date

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

Vondell Sanders 5-25-07
Grievant Signature Date

IGC Signature 5/25/07
Date

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(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

Ackerman 5-6-11 3260

SANDERS LCI-0790-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 3, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 25, 2004 and that your participation in this project ended on January 29, 2007.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 90 days after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Vondell Sanders, #241308,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Vondell Sanders does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-25-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Vondell Sanders
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3629

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| VONDELL SANDERS, #241308 | ) | |
| | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

DGW Westbrook
Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: James Sattler
SCDC NUMBER: 235043
INSTITUTION: Lieber
HOUSING UNIT: Stono B 32 ✓
WORK ASSIGNMENT: Maint

Office Use Only
Grievance No. Lieber 0693-04
Code: General NU
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
The department is asked to review And determine whether I am entitled to receive back wages which are due to me from working at Lieber Prison Industries Program when they only paid .35 cents an hour and not prevailing wage as under South Carolina Code Ann. See 24-3-430 (A-7) as well as fact they were getting $4.00 an hour and still did not give me my money. from 1998-03 they denied me prevailing wage

ACTION REQUESTED: That all money due to me be paid at prevailing wage as well as overtime rate. Moreover. the prevailing wage be paid Now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed and ordered to file grievance by court under Wicker v. SCDC Adkins v SCDC

James Sattler 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Caraway 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

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Ackerman 5-6-11 3266

See attachment.

Warden Signature Oct. 28, 04
Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature 11-2-04
Date

IGC Signature 11-3-04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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J/M J. Sattes, #235043 LCI 0693-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF JAMES SATTLER, #235043

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1223.17 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

*Attached are Exh. A, 0793; C, 0081,0086; F, 1329-1330; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3635

AMENDMENT TO GRIEVANCE OF JAMES SATTLER, #235043

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1223.17 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

*Attached are Exh. A, 0793; C, 0081,0086; F, 1329-1330; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

| | NAME | SCDC | DORM | SHIFT | HIRED | RELEASED |
|---|---|---|---|---|---|---|
| MI 3 | ROGERS, CALVIN J. | 262050 | C B 31 | 1 | 9/25/02 | 4/9/03 |
| MI 2 | ROGERS, ERIC | 255010 | C A 42 | 2 | 11/29/01 | 8/27/02 |
| MI 3 | ROLDAN, FERNANDO | 289490 | C B 60 | 1 | 6/30/03 | 4/13/04 |
| | ROPER, RASHONE | 276964 | S A 16 | 2 | 8/30/01 | 1/1/02 |
| | ROSEMOND, JAMES | 238635 | C 0 | 1 | 8/11/99 | 4/8/00 |
| | ROSS, CHARLIE | 243958 | C B 21 | 1 | 8/11/99 | 12/1/99 |
| | ROSS, SAMUEL | 268981 | C B 52 | 1 | 10/16/00 | 6/27/01 |
| | ROSSON, GERRY | 258455 | C A 46 | 1 | 5/31/00 | 11/16/00 |
| MI 2 | ROUSE, KENNETH | 257559 | C B 4 | 1 | 8/6/99 | 10/18/02 |
| | ROWE, SHAWN | 268721 | S A 32 | 1 | 9/25/00 | 10/27/00 |
| MI 2 | RUONALA, RAYMOND | 258133 | S B 61 | 1 | 5/29/02 | 10/3/02 |
| MI 2 | SALANO, MARTIN | 272142 | C B 36 | 1 | 10/9/02 | 11/10/03 |
| | SALISBURY, GEORGE | 263724 | A A 25 | 1 | 5/20/02 | 6/4/02 |
| | SAMPLE, PHILLIP | 262088 | C B 5 | 1 | 5/30/00 | 9/25/00 |
| | SAMPSON, BRAIN | 255793 | E B 37 | 1 | 6/27/00 | 7/10/00 |
| MI 2 | SAMPSON, JOSEPH | 261610 | C A 27 | 2 | 3/28/02 | 9/4/02 |
| MI 3 | SANDERS, I | 257239 | C A 0 | 0 | | 12/6/99 |
| MI 1B | SANDERS, SANDRA | 249871 | C B 7 | 1 | 2/15/00 | 2/6/04 |
| | SANDERS, TERRY | 219895 | C B 20 | 1 | 5/1/00 | 8/21/00 |
| | SANDERS, THOMAS | 213149 | A A 38 | 1 | 8/11/99 | 2/22/00 |
| | [redacted] | | | | | |
| | SATTLER, JAMES | 235043 | C A 56 | 1 | 2/8/02 | 6/18/02 |
| MI 3 | SCHMITZ, JOSEPH | 173987 | C A 13 | 1 | 7/6/99 | 10/1/02 |
| MI 3 | SCHMITZ, JOSEPH | 173987 | C A 13 | 1 | 7/15/99 | 2/25/04 |
| | SCHOFEILD, RICHARD | 280804 | E A 29 | 3 | 2/5/02 | 2/6/02 |
| | SCOTT, ARTHUR | 251957 | C A 28 | 1 | 7/31/01 | 12/10/01 |
| | SCOTT, CHRISTOPHER | 276533 | S A 15 | 1 | 7/30/01 | 8/22/01 |
| MI 3 | SCOTT, D | 286443 | C A 0 | 0 | | 3/24/03 |
| | SCOTT, GENE | 192924 | C 0 | 1 | 1/6/00 | 3/15/00 |
| MI 3 | SCOTT, ISAIAH | 228008 | C A 23 | 1 | 3/21/03 | 6/26/03 |
| | SCOTT, JAMES | 231412 | S B 38 | 1 | 9/25/01 | 3/5/02 |
| MI3 | SCOTT, JEROME | 153381 | C A 51 | 2 | 7/10/01 | 8/22/02 |
| MI 3 | SCOTT, ROOSEVELT | 275631 | C A 53 | 3 | | 4/8/04 |
| | SCRIVEN, BRIAN | 248731 | A B 30 | 1 | 1/17/02 | 1/25/02 |
| | SCRIVEN, EUGENE | 216991 | E B 8 | 1 | 9/25/01 | 4/5/02 |
| | SCRIVEN, TERRY | 238318 | S A 33 | 1 | 1/14/02 | 4/22/02 |
| MI 3 | SEBASTIAN, JOHN | 281904 | C A 27 | 1 | 2/25/04 | 6/24/04 |
| MI 3 | SELLARS, RALPH | 164295 | C A 10 | 1 | 6/29/00 | 6/26/03 |
| | SESSIONS, MICHAEL | 232076 | S A 58 | 2 | 5/30/00 | 9/25/00 |
| | SHANNON, MICHEAL | 267667 | A A 14 | 1 | 4/30/02 | 5/20/02 |
| MI 2 | SHARPE, HAROLD | 251233 | C A 37 | 2 | 3/23/02 | 12/16/02 |
| | SHARPER, HENRY | 219950 | A B 44 | 1 | 4/25/02 | 5/13/02 |
| | SHAW, TOMMY | 256140 | MX 0 | 0 | 12/12/00 | 12/10/01 |
| | SHEPHERD, JACOBI | 257342 | E A 24 | 1 | 1/14/02 | 2/19/02 |
| MI 3 | SHINE, GEORGE | 292391 | C A 4 | 1 | 3/1/04 | 6/24/04 |
| | SHIRLEY, JAMES | 274894 | C B 28 | 2 | 6/12/01 | 1/9/02 |

PLAINTIFF'S EXHIBIT A

A - 0793
June 2004

3637

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.



PLAINTIFF'S EXHIBIT 3638

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

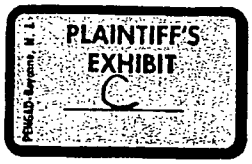
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner





| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 249871 | SANDERS | SANDRA | TYRONE | 20030519 | 0.50 | 143.37 | 71.68 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030602 | 0.50 | 109.44 | 54.72 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030616 | 0.50 | 151.07 | 75.53 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030630 | 0.50 | 142.50 | 71.25 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030714 | 0.50 | 143.41 | 71.70 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030728 | 0.50 | 138.89 | 69.44 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030811 | 0.50 | 133.76 | 66.88 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030825 | 0.50 | 135.72 | 67.86 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030908 | 0.50 | 124.30 | 62.15 |
| 249871 | SANDERS | SANDRA | TYRONE | 20030922 | 0.50 | 138.42 | 69.21 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031006 | 0.50 | 183.76 | 91.88 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031020 | 0.50 | 132.75 | 66.37 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031103 | 0.50 | 138.45 | 69.22 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031117 | 0.50 | 141.45 | 70.72 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031201 | 0.50 | 118.33 | 59.16 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031215 | 0.50 | 122.08 | 61.04 |
| 249871 | SANDERS | SANDRA | TYRONE | 20031229 | 0.50 | 116.53 | 58.26 |
| 249871 | SANDERS | SANDRA | TYRONE | 20040112 | 0.50 | 85.50 | 42.75 |
| 249871 | SANDERS | SANDRA | TYRONE | 20040126 | 0.50 | 128.57 | 64.28 |
| 249871 | SANDERS | SANDRA | TYRONE | 20040209 | 0.50 | 136.23 | 68.11 |
| 219895 | SANDERS | TERRY | | 20000731 | 0.50 | 42.93 | 21.46 |
| 219895 | SANDERS | TERRY | | 20000814 | 0.50 | 21.37 | 10.68 |
| 213149 | SANDERS | THOMAS | AVELLA | 19990816 | 0.35 | 24.00 | 8.40 |
| 213149 | SANDERS | THOMAS | AVELLA | 19990816 | 0.55 | 6.00 | 3.30 |
| 213149 | SANDERS | THOMAS | AVELLA | 19990830 | 0.35 | 78.50 | 27.47 |
| 213149 | SANDERS | THOMAS | AVELLA | 19990830 | 0.55 | 4.50 | 2.47 |
| 213149 | SANDERS | THOMAS | AVELLA | 19990913 | 0.35 | 64.00 | 22.40 |
| 213149 | SANDERS | THOMAS | AVELLA | 19990913 | 0.55 | 16.25 | 8.93 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991011 | 0.50 | 71.25 | 35.62 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991011 | 0.55 | 6.25 | 3.43 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991025 | 0.50 | 71.50 | 35.75 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991122 | 0.50 | 44.00 | 22.00 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991206 | 0.50 | 54.33 | 27.16 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991220 | 2.50 | 2.00 | 5.00 |
| 213149 | SANDERS | THOMAS | AVELLA | 19991220 | 0.50 | 74.53 | 37.26 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000103 | 0.35 | 30.00 | 10.50 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000103 | 0.55 | 4.22 | 2.32 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000117 | 0.50 | 75.00 | 37.50 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000117 | 0.55 | 2.15 | 1.18 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000117 | 0.50 | 15.00 | 7.50 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000117 | 0.55 | 2.00 | 1.10 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000131 | 0.50 | 63.13 | 31.56 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000131 | 0.55 | 2.18 | 1.19 |
| 213149 | SANDERS | THOMAS | AVELLA | 20000214 | 0.50 | 67.48 | 33.74 |
| 194358 | SANTIAGO | CARLOS | LOPEZ | 20001120 | 1.00 | 9.68 | 9.68 |
| 235043 | SATTLER | JAMES | | 20020225 | 0.50 | 167.55 | 83.77 |
| 235043 | SATTLER | JAMES | | 20020311 | 0.50 | 151.26 | 75.63 |
| 235043 | SATTLER | JAMES | | 20020325 | 0.50 | 119.88 | 59.94 |
| 235043 | SATTLER | JAMES | | 20020408 | 0.50 | 113.08 | 56.54 |
| 235043 | SATTLER | JAMES | | 20020422 | 0.50 | 135.00 | 67.50 |
| 235043 | SATTLER | JAMES | | 20020506 | 0.50 | 158.11 | 79.05 |
| 235043 | SATTLER | JAMES | | 20020520 | 0.50 | 128.91 | 64.45 |
| 235043 | SATTLER | JAMES | | 20020603 | 0.50 | 104.13 | 52.06 |
| 235043 | SATTLER | JAMES | | 20020617 | 0.50 | 130.81 | 65.40 |

EXCLD-Bergen, N. J.

**PLAINTIFF'S EXHIBIT**

F

3640

**A - 1329**
**June 2004**

| Inmate # | Last Name | First Name | Middle Name | Pay Date | Pay Rate | Hours | Pay Amount |
|---|---|---|---|---|---|---|---|
| 235043 | SATTLER | JAMES | | 20020701 | 0.50 | 14.44 | 7.22 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990816 | 0.35 | 40.00 | 14.00 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990816 | 0.55 | 8.00 | 4.40 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990830 | 0.35 | 79.25 | 27.73 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990830 | 0.55 | 4.50 | 2.47 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990913 | 0.35 | 72.00 | 25.20 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990913 | 0.55 | 23.50 | 12.92 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990927 | 0.35 | 53.50 | 18.72 |
| 173987 | SCHMITZ | JOSEPH | W. | 19990927 | 0.55 | 22.25 | 12.23 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991011 | 0.50 | 75.00 | 37.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991011 | 0.55 | 54.50 | 29.97 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991025 | 0.50 | 71.50 | 35.75 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991025 | 0.55 | 14.50 | 7.97 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991108 | 0.50 | 75.00 | 37.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991108 | 0.55 | 11.50 | 6.32 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991122 | 0.50 | 66.05 | 33.02 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991206 | 0.50 | 56.15 | 28.07 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991206 | 0.55 | 15.39 | 8.46 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991220 | 2.50 | 2.00 | 5.00 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991220 | 0.50 | 74.77 | 37.38 |
| 173987 | SCHMITZ | JOSEPH | W. | 19991220 | 0.55 | 40.35 | 22.19 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000103 | 0.50 | 32.12 | 16.06 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000103 | 0.55 | 6.37 | 3.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000117 | 0.55 | 7.50 | 4.12 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000117 | 0.50 | 75.00 | 37.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000117 | 0.55 | 17.65 | 9.70 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000117 | 0.50 | 15.00 | 7.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000117 | 0.55 | 4.00 | 2.20 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000131 | 0.50 | 63.95 | 31.97 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000131 | 0.55 | 7.50 | 4.12 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000214 | 0.60 | 75.00 | 45.00 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000214 | 0.80 | 6.50 | 5.20 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000214 | 0.55 | 14.75 | 8.11 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000214 | 0.55 | 5.50 | 3.02 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000214 | 0.10 | 63.95 | 6.39 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000228 | 0.60 | 67.50 | 40.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000228 | 0.55 | 15.90 | 8.74 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000228 | 1.05 | 15.00 | 15.75 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000313 | 0.75 | 75.00 | 56.25 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000313 | 0.55 | 15.98 | 8.78 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000313 | 0.75 | 6.50 | 4.87 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000327 | 0.75 | 75.00 | 56.25 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000327 | 0.75 | 14.45 | 10.83 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000327 | 1.00 | 10.00 | 10.00 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000327 | 1.00 | 7.50 | 7.50 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000410 | 0.75 | 69.63 | 52.22 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000410 | 0.80 | 7.50 | 6.00 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000424 | 0.75 | 75.00 | 56.25 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000424 | 0.75 | 17.43 | 13.07 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000424 | 0.25 | 5.90 | 1.47 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000508 | 0.75 | 75.00 | 56.25 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000508 | 0.75 | 30.68 | 23.01 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000508 | 0.25 | 14.42 | 3.60 |
| 173987 | SCHMITZ | JOSEPH | W. | 20000522 | 0.75 | 67.50 | 50.62 |

PLAINTIFF'S EXHIBIT F

3641

A - 1330
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3682

# RESUME-3/03
## Dr. Joseph J. Benich

**FAMILY STATUS**
Wife - Roberta; two children - Kiersten and J.J.

**EDUCATION**

| | |
|---|---|
| 9/68 - 6/72 | Doctor of Business Administration<br>Majors: Production Management and Marketing<br>Kent State University, Kent, Ohio |
| 1/66 - 5/68 | Masters of Business Administration<br>Majors: Economics and Marketing<br>Case Western Reserve University, Cleveland, Ohio |
| 9/65 - 1/66 | Western Reserve University, Cleveland, Ohio<br>Major: Law |
| 9/61 - 6/65 | Bachelor of Science in Chemical Engineering<br>Case Institute of Technology, Cleveland, Ohio |

**ACADEMIC EXPERIENCE**

| | |
|---|---|
| 9/93 –2003 | Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/78 - 8/93 | Associate Professor of Business Administration<br>College of Charleston, Charleston, South Carolina |
| 9/76 - 9/78 | Associate Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/72 - 9/76 | Assistant Professor and Chair of the Business Administration & Economics Department<br>College of Charleston, Charleston, South Carolina |
| 9/69 - 6/72 | Full-time Instructor, Economics Department<br>Kent State University, Kent, Ohio |
| 1/69 - 6/69 | Teaching Fellow, Statistics<br>Kent State University |
| 9/68 - 12/68 | Graduate Assistant<br>Kent State University |

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**NON-ACADEMIC EXPERIENCE**

| | |
|---|---|
| 6/74 - | Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts |
| 7/78 - | Manager of Summertime Properties, Charleston, South Carolina |
| 6/73 - | Business Consulting, J. Benich and Associates, Charleston, South Carolina |
| 1/68 - 11/72 | Business Advisor to Director of American Screw Products, Warrensville, Ohio |
| 1/68 - 10/68 | Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio |
| 1/66 - 9/67 | Industrial Market Research, Harshaw Chemical, Cleveland, Ohio |
| 19/65 - 1/66 | Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school) |
| 6/65 - 9/65 | Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development). |

**PUBLICATIONS**

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-7-04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: James Sattler
SCDC NUMBER: 235043 NOV 03 2004
INSTITUTION: ~~Lieber~~ ECI
HOUSING UNIT: Stono B-32
WORK ASSIGNMENT: Maint.

Office Use Only
Grievance No. ECI 064304
Code: General MV
Policy
Disc. Hear.
Class.
Date Received
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Adkins + Wicker do require payment of prevailing wages. Grievant's were employed by WTI, and SCDC is WTI's "agent" in paying our wages. Adkins + Wicker further Allow this issue of payment of wages under SC Code 24-3-340 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporates by reference All exhibits attached to grievances filed by Darrell Williams + Attorney Douglas Westbrook on 9-22-04

James Sattler 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

James Sattler 5/16/07 Ms. Redfearn-Miller 5/16/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 3280

SATTLER LCI-0694-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on February 8, 2002 and that your participation in this project ended on June 18, 2002.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over 2 ½ years after SCDC first paid you for your participation in the project located at Lieber, over two (2) years after your participation in the project at Lieber ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work

of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.
Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James Sattler, #235043,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

**NOTICE OF APPEAL**

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that James Sattler does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-16-07, a copy of which is attached. A **general** statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.
2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.
3. Applying §13.1 to these facts violated due process.
4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.
5. Grievance proved all elements of claim for prevailing/negot. wages.
6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.
7. To extent Appellant worked OT he is entitled to it under SCDC policy.
8. Appellant claims pre/post judgment interest, costs and attorney fees.

James Sattler
Appellant's Name
Evans C.I.
610 Hy 9 West
Mailing Address
Bennettsville, SC 29512-2130
City, State, Zip Code
none
Telephone Number

DHW
Signed
5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | IN THE ADMINISTRATIVE LAW COURT |
| | ) | |
| JAMES SATTLER, #235043 | ) | |
| | ) | |
| Grievant/Appellant, | ) | |
| | ) | |
| vs. | ) | CERTIFICATE OF SERVICE |
| | ) | |
| SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, | ) | |
| | ) | |
| Respondent/Appellee. | ) | |

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Joseph W. Schmitz INMATE GRIEVANCE FORM

individually, and on STEP 1
behalf of all inmate employees (IE's)

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 173987

INSTITUTION: L. C. I

HOUSING UNIT: Cooper A-13 ✓

WORK ASSIGNMENT: dorm worker

Office Use Only
Grievance No. Lieber 0704-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials LL

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 837.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Joe W Schmitz 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Cartrette 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

Grievant Signature Date

365/

SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3286

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Date 10.28.04

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date 11-2-04

IGC Signature Date 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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John J Sekrietz, #173987 LCI 0704-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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