

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2008-CP-26-7586

ANITA BACCHI, and)
KRISTINE LOMAS,)

PLAINTIFFS,)

VS.)

AMERICA'S SOURCE)
CONSULTING AGENCY, LLC,)

DEFENDANT.)

ORDER OF JUDGMENT RECEIVED
MAR 31 2015
SC Court of Appeals

Plaintiffs began this action in September of 2008 pursuant to South Carolina Code of Laws, Annotated, §§41-10-10, et seq., Payment of Wages Act claim. Plaintiffs filed this action on September 22, 2008, Defendant America's Source Consulting Agency, LLC was served on October 20, 2008 by services upon their registered agent, certified mail, return receipt requested, and The Honorable Edward Cottingham declared Defendant America's Source Consulting Agency, LLC in default in his Order dated May 19, 2010 and filed May 24, 2010. The Plaintiffs appeared before the Court for a damages hearing on February 2, 2015.

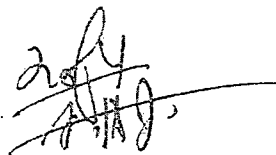
After hearing the testimony presented by Ms. Anita Bacchi and Ms. Kristine Lomas, I find that the Plaintiffs have proven that America's Source Consulting Agency, LLC is properly covered by the South Carolina Payment of Wages Statutes, §41-10-10. et seq., and that the Defendant had the requisite number of employees, that there was written documentation, pursuant to the Employees Handbook regarding the payment of wages and amounts that were owed to Ms. Anita Bacchi and Ms. Kristine Lomas and, based upon their testimony, I find that both Plaintiffs, Ms. Bacchi and Ms. Lomas were owed one (1) month's salary, and payment for the unused vacation time. In Ms. Lomas' case, she is owed Three Thousand Six Hundred and

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No/100's (\$3,600.00) Dollars; and in Ms. Bacchi's case, she is owed Twenty-four Thousand Twenty-eight (\$24,028.00) Dollars as respectively set forth in Plaintiffs' Exhibits 2 and 3.

Further, the Court finds that the Defendant Employer, America's Source Consulting Agency, LLC has violated the provisions of South Carolina Code of Laws, Annotated, §§41-10-10, et seq., Payment of Wages Act regarding the payment of wages, and in that, by the evidence presented, in the proper standard of evidence, that not only are these wages due and owing to the Plaintiffs from the Defendant, but they are entitled to three (3) times the full amount of the unpaid wages as a penalty. So for Ms. Lomas, she is entitled to three (3) times Three Thousand Six Hundred and No/100's (\$3,600.00) Dollars or Ten Thousand Eight Hundred and No/100's (\$10,800.00) Dollars as a penalty; and for Ms. Bacchi, she is entitled to three (3) times Twenty-four Thousand Twenty-eight and No/100's (\$24,028.00) Dollars or Seventy-two Thousand Eighty-four and No/100's (\$72,084.00) as a penalty.

Further, The Court further finds that the Plaintiffs are entitled to an award of their costs in the amount of Four Hundred Forty-four and 77/100's (\$444.77) Dollars and an award of reasonable attorneys' fees in this matter. The Court finds that the reasonable attorneys' fees are awarded based upon the Affidavits of James Marshall Biddle in the amount of Fifteen Thousand Six Hundred Seventy Five and No/100's (\$15,675.00) Dollars and Ryan C. Siden in the amount of Three Thousand Six Hundred Twenty-five and No/100's (\$3,625.00) Dollars which have been submitted to the Court in support of Plaintiffs' award of reasonable attorney's fees. The Plaintiffs are further entitled to and hereby awarded interest in this matter from the date of termination of the employment on each of their respective wage damage awards. So for Ms. Lomas, she is entitled to the statutory interest on her damage award of Three Thousand Six Hundred and No/100's (\$3,600.00) Dollars from the date of termination (i.e. February 4, 2008)

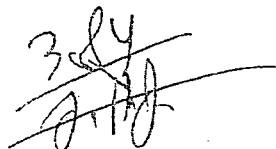
A handwritten signature in black ink, appearing to be "A. J. Biddle", is written over a horizontal line at the bottom center of the page.

until February 2, 2015 and Ms. Bacchi is entitled to the statutory interest on her damage award of Twenty-four Thousand Twenty-eight and No/100's (\$24,028.00) from the date of termination (i.e. February 4, 2008) of her employment until February 2, 2015. It is well settled law in South Carolina that, "[t]he law allows prejudgment interest on obligations to pay money from the time when, either by agreement of the parties or operation of law, the payment is demandable, if the sum is certain or capable of being reduced to certainty." Babb v. Rothrock, 310 S.C. 350, 353, 426 S.E.2d 789, 791 (1993); see Builders Transport, Inc., 307 S.C. at 406, 415 S.E.2d at 424. ("A claim is liquidated if the sum claimed is certain or capable of being reduced to a certainty."). "The proper test for determining whether prejudgment interest may be awarded is whether or not the measure of recovery, not necessarily the amount of damages, is fixed by conditions existing at the time the claim arose." Babb, 310 S.C. at 353, 426 S.E.2d at 791. The statutory basis for prejudgment interest in this matter shall as set forth in South Carolina Code of Laws, § 34-31-20(A).

NOW THEREFORE,

PLAINTIFFS are awarded damages as follows:

Ms. Lomas:
Damages: \$3,600.00
2008 Interest: \$ 367.41 (331 days at 1.11 per day)
2009 Interest: \$ 367.28 (365 days at 0.79 per day)
2010 Interest: \$ 308.48 (365 days at 0.85 per day)
2011 Interest: \$ 330.85 (365 days at 0.91 per day)
2012 Interest: \$ 354.83 (365 days at 0.97 per day)
2013 Interest: \$ 380.56 (365 days at 1.04 per day)
2014 Interest: \$ 408.15 (365 days at 1.12 per day)
2015 Interest: \$ 39.60 (33 days at 1.20 per day)
Subtotal: \$6,157.16
Penalty: \$ 10,800.00
Total: \$ 16,957.16 Judgment

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Ms. Bacchi:

Damages: \$ 24,028.00
2008 Interest: \$ 2,452.71 (331 days at 7.41 per day)
2009 Interest: \$ 1,919.85 (365 days at 5.26 per day)
2010 Interest: \$ 2,059.04 (365 days at 5.64 per day)
2011 Interest: \$ 2,208.32 (365 days at 6.05 per day)
2012 Interest: \$ 2,368.42 (365 days at 6.49 per day)
2013 Interest: \$ 2,540.17 (365 days at 6.96 per day)
2014 Interest: \$ 2,724.34 (365 days at 7.46 per day)
2015 Interest: \$ 264.00 (33 days at 8.00 per day)
Subtotal: \$40,564.07
Penalty: \$ 72,084.00
Total: \$112,648.07 Judgment

Total Costs: \$444.77

Attorneys Fees: \$15,675.00 (Mr. Biddle)
\$ 3,625.00 (Mr. Siden)
Total: \$19,300.00 Reasonable Attorneys' Fees

IT IS SO ORDERED.


Steven H. John, ~~Resident Judge~~
~~Resident Judge~~
Fifteenth Judicial Circuit *Resident Judge*

Conway, South Carolina
February 13, 2015



Law Office Of

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March 30, 2015

Dixie C. Eubank
Post Office Box 2194
Murrells Inlet, South Carolina 29576


**Re: Anita Bacchi and Kristine Lomas vs. America's Source
Consulting Agency, LLC
Case No.: 2008-CP-26-7586**

Dear Ms. Eubank:

I am writing to request a copy of the transcript for the hearing held in the above-referenced case on February 2, 2015, before Judge Steven H. John. Our office will cover the costs of this request.

Thank you for your attention to this matter.

Sincerely,


James R. Snell, Jr.
Vicki Koutsogiannis

cc: South Carolina Court of Appeals
James Marshall Biddle, Esq.
South Carolina Court Administration
Horry County Clerk of Court