THE STATE OF SOUTH CAROLINA
In the Supreme Court

RECEIVED
MAY -2 2016
SC SUPREME COURT

Appeal from The Administrative Law Court
Ralph King Anderson, III, Administrative Law Judge

Court of Appeals Opinion No. 5379
Supreme Court Case Tracking No. 2016-000829

Francis Ackerman, #266928, Malik Aljalil, #219551, Linso Allen, #269378, Michael Benninger, #264212, Frederic Brown, #289602, Timothy Brown, #238461, Terrell Buchanon, #277262, Christopher Buch, #200690, 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, #279987, Nikia Law, #260855, Stephen Lease, #137016, Harry Leonard, #249996, Herbert McFadden, #184297, Michael McFarland, #266870, Earl Mack, #216237, John Moultri, #276527, Matin Muntaqim, #266870, Tony Pitts, #280597, Germaine Pringle, #250390, Gene Richardson, #93614, Dennis Richey, #233472, 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 Lareua, #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, #292264, 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, #20028, 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 Harlan, #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, Davis 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, #235864, 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 Gadsen, #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, Respondents,

v.

South Carolina Department of Corrections, Petitioner.

PETITION FOR WRIT OF CERTIORARI
BY THE SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

APPENDIX
VOLUME 6 OF 14

Lake E. Summers
Malone, Thompson, Summers & Ott LLC
339 Heyward Street, Suite 200
Columbia, South Carolina 29201
Office: (803) 254-3300
Fax: (803) 254-0309
E-mail: summers@mtsolawfirm.com

Counsel for SCDC

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Jose Flores INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: #240563

INSTITUTION: Liebre Int

HOUSING UNIT: C.A - 18 ✓

WORK ASSIGNMENT: P. I 1

Office Use Only

Grievance No. Lieber 0715 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 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 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.

Jose Flores 9/27/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

2278

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.

Date

Ackerman 5-6-11 1915

WARDEN'S DECISION AND REASON:

See Attachment.

L Burt 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.

Grievant Signature Date

L Carlson
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.

2279

Jr. J. Flores #240563 LCI 0715-04

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.

2280

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.

2281

AMENDMENT TO GRIEVANCE OF JOSE FLORES, #240563

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 460.85 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, 0781; C, 0081,0086; F, 1075; 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.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. 1-23-07115-04
Code: General ✓
Policy
Disc. Hear.
Class.
Date Received 6/28/07
IGC Initials
✓ IGA - ABH 7/23 7-13-07

INMATE NAME: Jose R. Flores #J4
SCDC NUMBER: 240563 6-23-07
INSTITUTION: Lieber Correctional Inst.
HOUSING UNIT: Wando D-186
WORK ASSIGNMEN P.I. #1 (USCM3)

RECEIVED
JUN 04 2007
INMATE GRIEVANCE

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

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

SCDC owes Grievant b k wages, because it failed to pay prevailing wages prior to July 1, 2001, and $4.00 per hour thereafter. And what it d pay was but a fraction of these amounts. Thus, the wage rate SCDC paid was no correct, and back wages are owed.

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

Jose Flores 5/22/07
Grievant Signature Date

RESPONSIBLE C FICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

The decision rend ed by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby knowledge receipt of the official's response and understand this is the Agency's final response to this m ter.

Grievant Signatu Date 8-8-07 IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

2283

Ackerman 5-6-11 1920

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Flores, Jose	240563	LCI-0715-04

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 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 January 15, 2003 and that your participation in this project ended on May 2, 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.

Ackerman 5-6-11 1921

Inmate Name	SCDC #	Grievance #
Flores, Jose	240563	LCI-0715-04

Moreover, you filed your Step 1 grievance over 20 months after SCDC first paid you for your participation in the project located at Lieber, over 16 months 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.

Ackerman 5-6-11 1922

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Jose Flores, #240563

Appellant;

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that - Jose Flores does hereb 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 thu 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(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.

Jose Flores
Appellant's Name

Ridgeland C.I.
Mailing Address

P.O. Box 2039

Ridgeland, SC 29936-2039
City, State, Zip Code

none
Telephone Number

Signed

11-6-08
Dated

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

(See reverse side for instructions)

2286

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
JOSE FLORES, #240563	)	
	)	
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

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

James Foye INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 211523 (released)

INSTITUTION: Lieber

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 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 fc 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. Grievant Signature 2-28-08 Date

** According to Exh. F, inmate Foye's one pay date was April 10, 2000.

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.

2298

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

CONTINUED ON REVERSE SIDE

Ackerman 5-6-11 1925

AMENDMENT TO GRIEVANCE OF JAMES FOYE, # 211523

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; 45.73 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.

_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1080; & 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

James Foye, #211523 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 James Foye 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.

James Foye
Appellant's Name

c/o Mrs. Delphine Gordon
Mailing Address

933 Chitwood St.

Orangeburg, SC 29115
City, State, Zip Code

(803) 536-4748
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)

2250

Ackerman 5-6-11 1927

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
JAMES FOYE, #211523	)	
	)	
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

(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

Douglas H. Westbrook

2291

AMENDMENT TO GRIEVANCE OF RAY GADSDEN, #187527

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 1039.03 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 Exhibits A, 0782; C, 0081, 0086; F, 1085; & 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Ray Gadsden, #187527,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Ray Gadsden 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.

Ray Gadsden
Appellant's Name

Allendale C.I.
Mailing Address

Hwy 47, P.O. Box 1151

Fairfax, SC 29827
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)

2253

STATE OF SOUTH CAROLINA RAY GADSDEN, #187527 Grievant/Appellant, vs. SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, Respondent/Appellee.	)	IN THE ADMINISTRATIVE LAW COURT CERTIFICATE OF SERVICE

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

2294

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Monte Gamble
SCDC NUMBER: 254413
INSTITUTION: Lieber Super Prison
HOUSING UNIT: Cooper A-08
WORK ASSIGNMENT: P.I. #1

Office Use Only
Grievance No. Lieber 05-04
Code: General MH
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials TC

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 Where They Only Paid Me (.35) Cents An Hour And Not Prevailing Wages As Required Under So. Car. Code Ann. Sec. 14-3-430 (A-7), As Well As Fact From (1999-04) They Denied Me Prevailing Wa

ACTION REQUESTED:

All Money Owed To Me Be Paid At Prevailing Wages, And Overtime Rates And Prevailing Wages Be Paid As Soon As Possible

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit Was Filed, Ordered To File Grievance By Courts: Atkins (v) SCDC
Wicker (v) SCDC

Monte Gamble 9-13-2
Grievant Signature Date 9-13-

ACTION TAKEN BY IGC:

See Wardens Response.

L Carlton 10/20/04
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)

2.2.95

WARDEN'S DECISION AND REASON: MAXIE GAMBLE 254413 LCI 055-04

SEE ATTACHED

Warden Signature 5-15-07 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 Maxie Gamble 5/22/07 Date

IGE Signature Ann Dalleman 5.15.07 Date
IGA

Served by: 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.

2296

Inmate R. Dawkins #254413 2C10655-04

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.

2297

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.

2298

AMENDMENT TO GRIEVANCE OF MAXIE GAMBLE, #254413

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; 2950.35 hours in 2000 at $10.66 per hour; 1945.65 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4914.60 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.

Maxie Gamble 2-3-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1085-1087; 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Maxie Gamble, #254413,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Maxie Gamble 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.

Maxie Gamble
Appellant's Name

Tyger River C.I.
Mailing Address

200 Prison Rd.

Enoree, SC 29335
City, State, Zip Code

none
Telephone Number

Signed

11-6-07
Dated

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

(See reverse side for instructions)

2300

Ackerman 5-6-11 1937

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
MAXIE GAMBLE, #254413	)	
	)	
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

2301

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

Inmate Name: Robert L. Garrett Jr. individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A *

STEP 1

INMATE NAME:

SCDC NUMBER: #291096

INSTITUTION: Lieber Correctional Institute

HOUSING UNIT: Cooper A31 ✓

WORK ASSIGNMENT: PI-2 FWD-Lead Man

Office Use Only
Grievance No. Lieber 0753-04
Code: General MV
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 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.

Robert L. Garrett Jr. 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Cawthon 10/24/04
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.

2302

N/A
Grievant Signature Date

Ackerman 5-6-11 1939

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.

Robert L. Garrett Jr. 11-2-04
Grievant Signature — Date

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

2303

Wm B. Barrett, # 291096 LCI 0753-04

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.

2304

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.

2305

AMENDMENT TO GRIEVANCE OF ROBERT L. GARRETT, JR., #291096

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 409.06 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, 0782; C, 0081,0086; F, 1089; 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.

11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. 10 0753-04
Code: General RH
Policy
Disc, Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE NAME: Robert L. Garrett Jr.
SCDC NUMBER: #290096 NOV 08 2004
INSTITUTION: Leiber Correctional Institute pf
HOUSING UNIT: Cooper 431 MCCI
WORK ASSIGNMENT: PI-2 FWD- Lead Man

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

Sir I am appealing this to the responsible official at SCDC Headquarters first, I totally disagree with the Warden's response and, believe it to be quite inaccurate as a matter of law and policy. Secondly, since this issue involves questions and violations of policy and law which are clearly beyond the scope of the Warden's position and authority, I respectfully ask that this appeal be forwarded directly to the person responsible at Headquarters for answering this issue; If whomever's fact assessment of this matter is parallel to that of the Warden then, rest assure I will take this matter to the next level. Thank you for your time thus far, as well as your anticipated help in resolving this matter in a timely fashion. "RES"

Robert L. Garrett Jr. 11-6-04
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.

Robert L Garrett Jr. 5-16-07
Grievant Signature Date

L. Holmes 5-16-07
IGC Signature Date

ADC# 10-04 (Revised 1997) (SEE REVERSE SIDE FOR INSTRUCTIONS)

Lieber PI Back Wage Claim Step 2 Response

Inmate Name	SCDC #	Grievance #
Garrett, Robert	291096	LCI-0753-04

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 6, 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 February 10, 2004 and that your participation in this project ended on August 8, 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

Inmate Name	SCDC #	Grievance #
Garrett, Robert	291096	LCI-0753-04

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 seven (7) 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.

Inmate Name	SCDC #	Grievance #
Garrett, Robert	291096	LCI-0753-04

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 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,

Inmate Name	SCDC #	Grievance #
Garrett, Robert	291096	LCI-0753-04

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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Robert Garrett, #291096

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Robert Garrett 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.

Robert Garrett
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) 2312

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
ROBERT GARRETT, #291096	)	
	)	
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

D H Westbrook
Douglas H. Westbrook

2313

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Jermaine Garrie #1 INMATE GRIEVANCE FORM

STEP 1

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 191274

INSTITUTION: Lieber C.I.

HOUSING UNIT: Cooper Unit Room A-20

WORK ASSIGNMENT: P.I. 2

Office Use Only

Grievance No. Lieber 0782-04

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 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 84-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Grievant Signature — Date 9-27-04

ACTION TAKEN BY IGC:

See Warden's response.

IGC Signature — Date 10/28/04

☐ 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)

2314

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 1951

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 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.

2315

Jr. J Darrett, #191274 LC10782-04

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.

2316

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.

2317

AMENDMENT TO GRIEVANCE OF JERMAINE GARRIETT, #121274

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 392.63 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.

Jermaine Garriett #121274 (Grievant Signature) 8/13/06 (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1089; 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.

2318

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	GADSDEN, ERVIN	276118	E A 25	1	8/23/01	10/3/01
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	1/13/03
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	11/19/02
MI 3	GADSON, JAMES	285105	S B 51	2	8/21/02	9/27/02
	GAILLIARD, WILLIAM	211120	M X 0	2	7/12/00	10/11/00
MI 3	GAMBLE, MAXIE	254413	C A 40	1	1/6/00	12/12/02
	GARDO, WILLIAM	252662	C A 20	1	6/29/00	1/26/01
	GARNER, LEONARD	118889	C A 48	2	6/15/00	2/1/02
	GARRETT, KIM	259810	C A 17	1	10/16/00	6/8/01
MI 3	GARRETT, ROBERT	291096	C A 31	1	3/10/04	6/24/04
MI 3	GARRETT, STANLEY	147167	C A 41	2	9/9/99	11/12/02
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	6/11/04	6/24/04
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	12/3/03	12/27/03
	GASKINS, DANTE	263144	M X 0	2	6/28/00	9/6/01
	GATHERS, COREY	249034	C A 25	1	9/28/00	12/28/00
	GATHERS, DEMETRIUS	168209	A B 45	2	10/20/00	1/16/01
	GAYMON, JAMIE	208922	C B 44	1	3/15/02	12/12/02
	GAYTON, RICKY	259959	C 0	1	10/1/99	4/27/00
MI 3	GEDDIS, REGINALD	183851	C B 35	1	3/15/00	6/26/03
	GETER, HARRY	244122	C B 41	1	4/6/00	6/27/00
	GETHERS, BERNARD	235406	M 0	1	1/6/00	1/11/00
	GIANNETTINI, CHRIS	247600	C B 23	1	8/11/99	9/6/01
	GIBBS, JEROME	219775	C A 39	1	2/15/00	5/3/02
MI 3	GIBSON, ANDRE	241326	C B 60	1	3/15/00	6/26/03
MI 2	GILBERT, MARVIN	273934	C B 8	1	8/7/03	3/10/04
MI 3	GILLIARD, PHILLIP	298362	A B 15	3		3/17/04
MI 2	GILMORE, CARLOS	271682	C A 26	1	1/23/02	12/31/02
	GLADDEN, JEROME	153228	M X 0	2	4/26/00	7/23/01
	GLADNEY, VALAIRIO	153223	M X 0	2	1/6/00	9/17/01
MI 3	GLANVILLE, DAVID	297293	C B 5	3	6/2/04	6/14/04
	GLEASON, AARON	246842	C B 14	2	10/4/01	6/6/02
MI 2	GLENN, ROBERT	255902	C B 9	1	7/10/01	4/22/03
MI 2	GOFF, DENNIS	177506	C B 16	1	2/6/04	6/24/04
MI 3	GOFF, DENNIS	177506	C A 15	2	5/30/02	1/7/03
MI 3	GOODWIN, R	258093	C A 0	0		11/8/99
	GORDON, KEVIN	268378	C B 25	1	11/27/00	3/21/01
MI 3	GORHAM, M	259328	C A 0	0		11/8/99
MI 3	GORMAN, JESSE	252618	C A 31	1	3/17/04	4/27/04
	GOSNELL, BENJAMIN	274585	E B 23	1	10/24/01	12/20/01
MI 3	GOSS, J	227535	C A 0	0		1/3/00
	GRADY, RONNIE	257480	E A 24	1	8/2/00	8/25/00
ME 3	GRAHAM, BILLY	253225	A A 10	2	9/30/02	12/3/02
MI 3	GRAHAM, CHARLES	294453	C A 17	1	2/25/04	6/24/04
MI 3	GRAHAM, RICHARD	228235	C A 22	1	2/15/00	6/24/04
MI 3	GRANT, GREGORY	109656	C A 4	1	2/6/02	5/15/03
	GRANT, HERBERT	277200	C B 15	2	9/10/01	8/13/02

PLAINTIFF'S EXHIBIT

A - 0782
June 2004

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 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

Ackerman 5-6-11 1958

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
259810	GARRETT	KIM	UNDRE	20010409	0.50	94.65	47.32
259810	GARRETT	KIM	UNDRE	20010423	0.50	74.85	37.42
259810	GARRETT	KIM	UNDRE	20010507	0.50	67.37	33.68
259810	GARRETT	KIM	UNDRE	20010521	0.50	66.25	33.12
259810	GARRETT	KIM	UNDRE	20010604	0.50	87.75	43.87
259810	GARRETT	KIM	UNDRE	20010618	0.50	7.50	3.75
147167	GARRETT	STANLEY	L	20020128	0.50	145.16	72.58
147167	GARRETT	STANLEY	L	20020211	0.50	130.68	65.34
147167	GARRETT	STANLEY	L	20020225	0.50	171.28	85.64
147167	GARRETT	STANLEY	L	20020311	0.50	166.06	83.03
147167	GARRETT	STANLEY	L	20020325	0.50	172.50	86.25
147167	GARRETT	STANLEY	L	20020408	0.50	147.36	73.68
147167	GARRETT	STANLEY	L	20020422	0.50	138.44	69.22
147167	GARRETT	STANLEY	L	20020506	0.50	122.01	61.00
147167	GARRETT	STANLEY	L	20020520	0.50	170.50	85.25
147167	GARRETT	STANLEY	L	20020603	0.50	158.44	79.22
147167	GARRETT	STANLEY	L	20020617	0.50	119.92	59.96
147167	GARRETT	STANLEY	L	20020701	0.50	140.16	70.08
147167	GARRETT	STANLEY	L	20020715	0.50	137.64	68.82
147167	GARRETT	STANLEY	L	20020729	0.50	143.76	71.88
147167	GARRETT	STANLEY	L	20020812	0.50	138.76	69.38
147167	GARRETT	STANLEY	L	20020826	0.50	169.00	84.50
147167	GARRETT	STANLEY	L	20020909	0.50	137.16	68.58
147167	GARRETT	STANLEY	L	20020923	0.50	163.20	81.60
147167	GARRETT	STANLEY	L	20021007	0.50	174.91	87.45
147167	GARRETT	STANLEY	L	20021021	0.50	193.79	96.89
147167	GARRETT	STANLEY	L	20021104	0.50	149.81	74.90
147167	GARRETT	STANLEY	L	20021118	0.50	67.55	33.77
291096	GARRETT, JR.	ROBERT	LOUIS	20030714	0.50	33.75	16.87
291096	GARRETT, JR.	ROBERT	LOUIS	20030728	0.50	34.41	17.20
291096	GARRETT, JR.	ROBERT	LOUIS	20030811	0.50	3.51	1.75
291096	GARRETT, JR.	ROBERT	LOUIS	20040322	0.50	37.37	18.68
291096	GARRETT, JR.	ROBERT	LOUIS	20040405	0.50	51.21	25.60
291096	GARRETT, JR.	ROBERT	LOUIS	20040419	0.50	45.68	22.84
291096	GARRETT, JR.	ROBERT	LOUIS	20040503	0.50	76.47	38.23
291096	GARRETT, JR.	ROBERT	LOUIS	20040517	0.50	72.26	36.13
291096	GARRETT, JR.	ROBERT	LOUIS	20040531	0.50	54.40	27.20
191274	GARRIETT	JERMAINE		20030728	0.50	45.92	22.96
191274	GARRIETT	JERMAINE		20030811	0.50	3.51	1.75
191274	GARRIETT	JERMAINE		20031215	0.50	39.25	19.62
191274	GARRIETT	JERMAINE		20031229	0.50	48.94	24.47
191274	GARRIETT	JERMAINE		20040112	0.50	38.83	19.41
191274	GARRIETT	JERMAINE		20040126	0.50	46.65	23.32
191274	GARRIETT	JERMAINE		20040209	0.50	60.80	30.40
191274	GARRIETT	JERMAINE		20040223	0.50	90.17	45.08
191274	GARRIETT	JERMAINE		20040308	0.50	18.56	9.28
263144	GASKINS	DANTE	GEROME	20000703	0.35	30.50	10.67
263144	GASKINS	DANTE	GEROME	20000703	0.80	7.05	5.64
263144	GASKINS	DANTE	GEROME	20000717	0.50	73.25	36.62
263144	GASKINS	DANTE	GEROME	20000731	0.50	79.90	39.95
263144	GASKINS	DANTE	GEROME	20000814	0.50	59.85	29.92
263144	GASKINS	DANTE	GEROME	20000828	0.50	89.00	44.50
263144	GASKINS	DANTE	GEROME	20000911	0.50	70.15	35.07
263144	GASKINS	DANTE	GEROME	20000925	0.50	53.20	26.60

PLAINTIFF'S EXHIBIT

A - 1089
June 2004

2322

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

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant 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: JERMAINE GARRETT
SCDC NUMBER: 191274 NOV 08 2004
INSTITUTION: LIEBER PP
HOUSING UNIT: COOPER A-20
WORK ASSIGNMENT: PI 2

Office Use Only
Grievance No. LL10782-04
Code: General HH
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 S.C.D.C 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 S.C.D.C's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Jermaine Garrett 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.

Jermaine Garrett 5-18-07
Grievant Signature Date

S. Skipper 5.18.07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2326

Ackerman 5-6-11 1963

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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Ackerman 5-6-11 1964

GARRIETT LCI-0782-04

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 December 3, 2003 and that your participation in this project ended on December 27, 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

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 (9) months after SCDC first paid you for your participation in the project located at Lieber, 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 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Jermaine Garriett, #191274, Appellant, vs. South Carolina Department of Corrections, Respondent.	**NOTICE OF APPEAL** DOCKET NO. _07___-ALJ-04-_____-____ GRIEVANCE NO.: _____

Notice is hereby given that Jermaine Garriett 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.

Jermaine Garriett
Appellant's Name

Evans C.I.
~~610 Hy 9 West~~
Mailing Address

Bennettsville, SC 29512
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

2331

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
JERMAINE GARRIETT, #191274	)	
	)	
	)	
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

Ackerman 5-6-11 1969

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Fred Gatewood INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 289775

INSTITUTION: LCI

HOUSING UNIT: Cooper B-25 ✓

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber 0871-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received OCT 18 2004
IGC Initials LC
11/2/04

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.

Fred Gatewood 10-16-04
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. 2333

Grievant Signature Date

SCDC IA 8/18 (Rev. November 1997)

Ackerman 5-6-11 1970

WARDEN'S DECISION AND REASON:

See attachment.

Oct. 25, 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.

Fred Gatewood 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.

2334

J/M D. Datewood, #289775 LC10871-04

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.

2331

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.

2336

AMENDMENT TO GRIEVANCE OF FRED GATEWOOD, #~~unknown~~ 289775

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.

Fred Gatewood (Grievant Signature) 2-3-06 (Date)

* Attached are Exh. C, 0081,0086; H, 1-3. Grievant not listed in Exh A
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

2338

A.-0081
June 2004

00021

Ackerman 5-6-11 1975

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 1976

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.

2340

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

ACADEMIC EXPERIENCE

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

2342

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

11-7-04

INMATE NAME: Fred Gatewood
SCDC NUMBER: ~~00~~ 229795
INSTITUTION: Lieber
HOUSING UNIT: Cooper B 25
WORK ASSIGNMENT: P.I. 2

NOV 04 2004

Office Use Only
Grievance No. LC 0871-04
Code: General mf
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 Procedure. Grievant Incorporates by Reference all exhibits attached to grievance filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04

Fred Gatewood 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.

Frederick Gatewood 5-22-07 5/24/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2343

Ackerman 5-6-11 1980

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.

2344

Ackerman 5-6-11 1981

GATEWOOD LCI-0871-04

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 October 16, 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 28, 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 15 days after you first started participating in the in the project located at Lieber. 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Fred Gatewood, #289775,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Fred Gatewood 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.

Fred Gatewood
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
	)	
FRED GATEWOOD, #289775	)	
	)	
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

D. H. Westbrook
Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: ~~208922~~ Gaymon, Jammie
SCDC NUMBER: 208922
INSTITUTION: Lieber Corr. Insti
HOUSING UNIT: EB-37
WORK ASSIGNMENT: None

Office Use Only
Grievance No. Lieber-0601-04
Code: General M-4
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials TC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
The Department is asked to review and determine whether I'm entitled to recieve back wages, which are due to me from Work PI II at Lieber Prison Industries Program when I was paid $3.35 an hour and not Prevailing wage under South Carolina code Ann Sec 24-3-430) A-7) as well as they were getting $4.00 an hour and still did not give me my money from Oct 2000 to Dec 2001 and from April 2001 to nov 2001 they denied me prevailing wages

ACTION REQUESTED: That all money due to me be paid in full with ~~overtime at~~ prevailing wages and overtime 1½ over prevailing wages

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

1:00pm
Jammie Gaymon 9/8/04
Grievant Signature Date

ACTION TAKEN BY IGC:
Inmate Gaymon: See Warden's response.

G Carmichael 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)

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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.

Jasmine Daymon 10/29/04
Grievant Signature Date

IGC Signature 10-28-04
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 Jarrie Bargnor, #208722 LCI 0601-04

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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Ackerman 5-6-11 1990

AMENDMENT TO GRIEVANCE OF JAMMIE GAYMON, #208922

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; 1135.58 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1757.14 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, 0782; C, 0081,0086; F, 1090-1091; 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 1991

AMENDMENT TO GRIEVANCE OF JAMMIE GAYMON, #208922

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(Grievant Signature) (Date)

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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.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	GADSDEN, ERVIN	276118	E A 25	1	8/23/01	10/3/01
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	1/13/03
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	11/19/02
MI 3	GADSON, JAMES	285105	S B 51	2	8/21/02	9/27/02
	GAILLIARD, WILLIAM	211120	M X 0	2	7/12/00	10/11/00
MI 3	GAMBLE, MAXIE	254413	C A 40	1	1/6/00	12/12/02
	GARDO, WILLIAM	252662	C A 20	1	6/29/00	1/26/01
	GARNER, LEONARD	118889	C A 48	2	6/15/00	2/1/02
	GARRETT, KIM	259810	C A 17	1	10/16/00	6/8/01
MI 3	GARRETT, ROBERT	291096	C A 31	1	3/10/04	6/24/04
MI 3	GARRETT, STANLEY	147167	C A 41	2	9/9/99	11/12/02
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	6/11/04	6/24/04
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	12/3/03	12/27/03
	GASKINS, DANTE	263144	M X 0	2	6/28/00	9/6/01
	GATHERS, COREY	249034	C A 25	1	9/28/00	12/28/00
	GATHERS, DEMETRIUS	168209	A B 45	2	10/20/00	1/16/01
	GAYMON, JAMIE	208922	C B 44	1	3/15/02	12/12/02
	GAYTON, RICKY	259959	C 0	1	10/1/99	4/27/00
MI 3	GEDDIS, REGINALD	183851	C B 35	1	3/15/00	6/26/03
	GETER, HARRY	244122	C B 41	1	4/6/00	6/27/00
	GETHERS, BERNARD	235406	M 0	1	1/6/00	1/11/00
	GIANNETTINI, CHRIS	247600	C B 23	1	8/11/99	9/6/01
	GIBBS, JEROME	219775	C A 39	1	2/15/00	5/3/02
MI 3	GIBSON, ANDRE	241326	C B 60	1	3/15/00	6/26/03
MI 2	GILBERT, MARVIN	273934	C B 8	1	8/7/03	3/10/04
MI 3	GILLIARD, PHILLIP	298362	A B 15	3		3/17/04
MI 2	GILMORE, CARLOS	271682	C A 26	1	1/23/02	12/31/02
	GLADDEN, JEROME	153228	M X 0	2	4/26/00	7/23/01
	GLADNEY, VALAIRIO	153223	M X 0	2	1/6/00	9/17/01
MI 3	GLANVILLE, DAVID	297293	C B 5	3	6/2/04	6/14/04
	GLEASON, AARON	246842	C B 14	2	10/4/01	6/6/02
MI 2	GLENN, ROBERT	255902	C B 9	1	7/10/01	4/22/03
MI 2	GOFF, DENNIS	177506	C B 16	1	2/6/04	6/24/04
MI 3	GOFF, DENNIS	177506	C A 15	2	5/30/02	1/7/03
MI 3	GOODWIN, R	258093	C A 0	0		11/8/99
	GORDON, KEVIN	268378	C B 25	1	11/27/00	3/21/01
MI 3	GORHAM, M	259328	C A 0	0		11/8/99
MI 3	GORMAN, JESSE	252618	C A 31	1	3/17/04	4/27/04
	GOSNELL, BENJAMIN	274585	E B 23	1	10/24/01	12/20/01
MI 3	GOSS, J	227535	C A 0	0		1/3/00
	GRADY, RONNIE	257480	E A 24	1	8/2/00	8/25/00
ME 3	GRAHAM, BILLY	253225	A A 10	2	9/30/02	12/3/02
MI 3	GRAHAM, CHARLES	294453	C A 17	1	2/25/04	6/24/04
MI 3	GRAHAM, RICHARD	228235	C A 22	1	2/15/00	6/24/04
MI 3	GRANT, GREGORY	109656	C A 4	1	2/6/02	5/15/03
	GRANT, HERBERT	277200	C B 15	2	9/10/01	8/13/02

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PLAINTIFF'S EXHIBIT 21

Ackerman 5-6-11 1993

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.

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Ackerman 5-6-11 1994

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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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
263144	GASKINS	DANTE	GEROME	20001009	0.50	81.50	40.75
263144	GASKINS	DANTE	GEROME	20001023	0.50	102.40	51.20
263144	GASKINS	DANTE	GEROME	20001023	0.35	7.50	2.62
263144	GASKINS	DANTE	GEROME	20001106	0.50	80.10	40.05
263144	GASKINS	DANTE	GEROME	20001120	0.50	80.10	40.05
263144	GASKINS	DANTE	GEROME	20001204	0.50	71.20	35.60
263144	GASKINS	DANTE	GEROME	20001218	0.50	99.00	49.50
263144	GASKINS	DANTE	GEROME	20010101	0.50	44.50	22.25
263144	GASKINS	DANTE	GEROME	20010115	0.50	88.30	44.15
263144	GASKINS	DANTE	GEROME	20010129	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010212	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010226	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010312	0.50	71.20	35.60
263144	GASKINS	DANTE	GEROME	20010326	0.50	111.50	55.75
263144	GASKINS	DANTE	GEROME	20010409	0.50	122.75	61.37
263144	GASKINS	DANTE	GEROME	20010423	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010507	0.50	111.50	55.75
263144	GASKINS	DANTE	GEROME	20010521	0.50	89.20	44.60
263144	GASKINS	DANTE	GEROME	20010604	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010618	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010702	0.50	100.35	50.17
263144	GASKINS	DANTE	GEROME	20010716	0.50	113.85	56.92
263144	GASKINS	DANTE	GEROME	20010730	0.50	113.85	56.92
263144	GASKINS	DANTE	GEROME	20010813	0.50	113.85	56.92
263144	GASKINS	DANTE	GEROME	20010827	0.50	113.85	56.92
263144	GASKINS	DANTE	GEROME	20010910	0.50	52.00	26.00
249034	GATHERS	COREY		20001218	0.50	24.83	12.41
168209	GATHERS	DEMETRIUS		20001204	0.50	55.41	27.70
168209	GATHERS	DEMETRIUS		20001218	0.50	111.96	55.98
168209	GATHERS	DEMETRIUS		20010101	0.50	67.18	33.59
168209	GATHERS	DEMETRIUS		20010115	0.50	58.69	29.34
168209	GATHERS	DEMETRIUS		20010129	0.50	5.25	2.62
208922	GAYMON	JAMIE		20010101	0.50	29.45	14.72
208922	GAYMON	JAMIE		20010115	0.50	64.18	32.09
208922	GAYMON	JAMIE		20010129	0.50	68.12	34.06
208922	GAYMON	JAMIE		20010212	0.50	74.37	37.18
208922	GAYMON	JAMIE		20010226	0.50	79.58	39.79
208922	GAYMON	JAMIE		20010312	0.50	88.22	44.11
208922	GAYMON	JAMIE		20010326	0.50	48.72	24.36
208922	GAYMON	JAMIE		20010409	0.50	94.12	47.06
208922	GAYMON	JAMIE		20010423	0.50	83.39	41.69
208922	GAYMON	JAMIE		20010507	0.50	115.28	57.64
208922	GAYMON	JAMIE		20010521	0.50	111.74	55.87
208922	GAYMON	JAMIE		20010604	0.50	69.00	34.50
208922	GAYMON	JAMIE		20010618	0.50	82.19	41.09
208922	GAYMON	JAMIE		20010702	0.50	127.22	63.61
208922	GAYMON	JAMIE		20010716	0.50	143.06	71.53
208922	GAYMON	JAMIE		20010730	0.50	54.26	27.13
208922	GAYMON	JAMIE		20010813	0.50	112.62	56.31
208922	GAYMON	JAMIE		20010827	0.50	110.55	55.27
208922	GAYMON	JAMIE		20010910	0.50	128.71	64.35
208922	GAYMON	JAMIE		20010924	0.50	171.47	85.73
208922	GAYMON	JAMIE		20011008	0.50	166.42	83.21
208922	GAYMON	JAMIE		20011022	0.50	118.78	59.39

PLAINTIFF'S EXHIBIT F

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A - 1090
June 2004

Ackerman 5-6-11 1996

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
208922	GAYMON	JAMIE		20011105	0.50	157.68	78.84
208922	GAYMON	JAMIE		20011119	0.50	168.08	84.04
208922	GAYMON	JAMIE		20011203	0.50	106.81	53.40
208922	GAYMON	JAMIE		20011217	0.50	199.08	99.54
208922	GAYMON	JAMIE		20011231	0.50	68.69	34.34
208922	GAYMON	JAMIE		20020422	0.50	46.54	23.27
208922	GAYMON	JAMIE		20020506	0.50	33.18	16.59
208922	GAYMON	JAMIE		20020520	0.50	60.00	30.00
208922	GAYMON	JAMIE		20020603	0.50	60.00	30.00
208922	GAYMON	JAMIE		20020617	0.50	68.52	34.26
208922	GAYMON	JAMIE		20020701	0.50	81.84	40.92
208922	GAYMON	JAMIE		20020715	0.50	62.16	31.08
208922	GAYMON	JAMIE		20020729	0.50	66.00	33.00
208922	GAYMON	JAMIE		20020812	0.50	72.76	36.38
208922	GAYMON	JAMIE		20020826	0.50	66.10	33.05
208922	GAYMON	JAMIE		20020909	0.50	71.92	35.96
208922	GAYMON	JAMIE		20020923	0.50	67.22	33.61
208922	GAYMON	JAMIE		20021007	0.50	93.12	46.56
208922	GAYMON	JAMIE		20021021	0.50	102.63	51.31
208922	GAYMON	JAMIE		20021104	0.50	97.31	48.65
208922	GAYMON	JAMIE		20030127	0.50	7.50	3.75
259959	GAYTON	RICKEY	LEE	19991011	0.35	45.25	15.83
259959	GAYTON	RICKEY	LEE	19991011	0.55	1.50	0.82
259959	GAYTON	RICKEY	LEE	19991025	0.15	45.25	6.78
259959	GAYTON	RICKEY	LEE	19991025	0.35	49.00	17.15
259959	GAYTON	RICKEY	LEE	19991025	0.55	7.00	3.85
259959	GAYTON	RICKEY	LEE	19991108	0.35	75.00	26.25
259959	GAYTON	RICKEY	LEE	19991108	0.55	64.00	35.20
259959	GAYTON	RICKEY	LEE	19991122	0.35	56.62	19.81
259959	GAYTON	RICKEY	LEE	19991206	0.35	55.75	19.51
259959	GAYTON	RICKEY	LEE	19991220	0.50	68.42	34.21
259959	GAYTON	RICKEY	LEE	19991220	0.55	11.63	6.39
259959	GAYTON	RICKEY	LEE	19991220	2.50	2.00	5.00
259959	GAYTON	RICKEY	LEE	20000103	0.50	27.63	13.81
259959	GAYTON	RICKEY	LEE	20000117	0.50	72.80	36.40
259959	GAYTON	RICKEY	LEE	20000131	0.50	64.88	32.44
259959	GAYTON	RICKEY	LEE	20000214	0.50	75.00	37.50
259959	GAYTON	RICKEY	LEE	20000228	0.50	60.00	30.00
259959	GAYTON	RICKEY	LEE	20000228	1.05	15.00	15.75
259959	GAYTON	RICKEY	LEE	20000313	0.50	74.88	37.44
259959	GAYTON	RICKEY	LEE	20000327	0.50	67.41	33.70
259959	GAYTON	RICKEY	LEE	20000410	0.50	67.18	33.59
259959	GAYTON	RICKEY	LEE	20000424	0.35	60.00	21.00
259959	GAYTON	RICKEY	LEE	20000508	0.35	17.55	6.14
183851	GEDDIS	REGINALD		20000327	0.35	51.86	18.15
183851	GEDDIS	REGINALD		20000410	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000424	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000424	0.55	20.08	11.04
183851	GEDDIS	REGINALD		20000508	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000508	0.55	17.87	9.82
183851	GEDDIS	REGINALD		20000522	0.50	67.50	33.75
183851	GEDDIS	REGINALD		20000522	0.55	26.73	14.70
183851	GEDDIS	REGINALD		20000522	0.25	7.50	1.87
183851	GEDDIS	REGINALD		20000605	0.50	67.50	33.75

PLAINTIFF'S EXHIBIT F 2360

A - 1091
June 2004

Ackerman 5-6-11 1997

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.

2361

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Jammie Gaymon
SCDC NUMBER: 208922
INSTITUTION: ~~Lieber Corr. Instit~~ KRCI Nov. 2, 04 R.P
HOUSING UNIT: E Disto B37
WORK ASSIGNMENT: None

Office Use Only
Grievance No. CI 0601-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received NOV 0 2 2004
IGC Initials CC

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

In the Adkins opioion, The court held that inmates may file a grievance to protest the Departments failure to pay in accordance with the "Mandatory" Statutory Provisions. One of the five Justices (J. Pleicones) held in a concurring opinion that 24-3-430 was intended for the inmates' benefit; and that they could sue under 41-10-10, et seg., The Payment of wages Act. If any case, such as Nicker where the court upheld that the Department was not allowed to pay inmates less than prevailing wage. So in otherwords." We should be paid Prevailing wages for working P.I II at L.C.I.

Jammie Gaymon (12:30 pm) 10/29/04
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.

Jammie Gaymon May 22, 2007 A Hardin 5/22/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-SA (November 1997)

2362

Ackerman 5-6-11 1999

GAYMON LCI-0601-04

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 8, 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 15, 2002 and that your participation in this project ended on December 12, 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 nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber, nearly two (2) years after your participation in the project at Lieber ended, and over 15 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 the South Carolina Payment of Wages Act does not apply to the monies SCDC 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.

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

Jammie Gaymon, #208922, Appellant, vs. South Carolina Department of Corrections, Respondent.	NOTICE OF APPEAL DOCKET NO. _07___-ALJ-04-_____-____ GRIEVANCE NO.: _____

Notice is hereby given that Jammie Gaymon 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.

Jammie Gaymon
Appellant's Name
Kershaw C.I.
4848 Goldmine Hy
Mailing Address
Kershaw, SC 29067
City, State, Zip Code
none
Telephone Number

DHWestbrook
Signed
6-13-07
Dated

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

2366

Ackerman 5-6-11 2003

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
JAMMIE GAYMON, #208922	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 15th 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

2367

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0676-04
Code: General RH
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials

INMATE NAME: Reginald Geddis
SCDC NUMBER: 183851
INSTITUTION: Lieber Correctional Institution
HOUSING UNIT: Cooper B-35
WORK ASSIGNMENT: P.I.-2

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 the paid me only $.35/hr. and not prevailing wage as required under South Carolina Code Ann. §24-3-430(A),(F) 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.

Reginald Geddis 23 Sep 04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carlton 10/20/04
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.

2368

N/A
Grievant Signature Date

Ackerman 5-6-11 2005

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 Oct 2 2004
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.

2369

Jr. A. Beddis, # 183851 C010076-04

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.

2370

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 REGINALD GEDDIS, #183851

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; 2237.07 hours in 2000 at $10.66 per hour; 1794.18 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 12,022.51 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, 0782; C, 0081,0086; F, 1091-1093; 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.

2372

11.7.04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Reginald Geddis
SCDC NUMBER: 183851 NOV 08 2004
INSTITUTION: ~~Lieber Correctional Institution~~ MacCI
HOUSING UNIT: Cooper B-35
WORK ASSIGNMENT: P.I.-2

Office Use Only
Grievance No. LCI 0616-04
Code: General RM4
Policy
Disc. Hear.
Class.
Date Received
IGC Initials

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

Adkin & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our wages. Adkin & Wicker further allow this issue of payment of wages under S.C. Code 24-3-430 to be grieved pursuant to SCDC's grievance procedures. Grievant Incorporated by reference all exhibits attached to grievance filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04.

Reginald Geddis 2 Nov '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.

20 MAY '07
Grievant Signature Date

Georgina Ramey 5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2373

Ackerman 5-6-11 2010

Lieber Pl Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Geddis, Reginald	183851	LCI-0676-04

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 March 15, 2000 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

Inmate Name	SCDC #	Grievance #
Geddis, Reginald	183851	LCI-0676-04

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 4 ½ 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 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 #
Geddis, Reginald	183851	LCI-0676-04

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 #
Geddis, Reginald	183851	LCI-0676-04

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

Reginald Geddis, #183851

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Reginald Geddis does here 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 t 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 no timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns polic 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 thu due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amend- ments 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(worked and any overtime due. 9. Grievant claims back wages, pre/post judgment int- erest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Reginald Geddis
Appellant's Name

MacDougal C.I.
Mailing Address

1516 Old Gilliard Rd.

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-08
Dated

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

(See reverse side for instructions)

2378

Ackerman 5-6-11 2015

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
REGINALD GEDDIS, #183851	)	
	)	
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

2379

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Marvin T. Gilbert INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 273934

INSTITUTION: Lieber

HOUSING UNIT: C-13-B

WORK ASSIGNMENT: Dorm

Office Use Only
Grievance No. Lieber 0732-04
Code: General MU
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.

Marvin Gilbert 9-27-0
Grievant Signature Date

ACTION TAKEN BY IGC:

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 19-3 (Rev. November 1997)

2380

Ackerman 5-6-11 2017

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Marvin Gilbert, #273934 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 Marvin Gilbert 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.

Marvin Gilbert
Appellant's Name

no good address
Mailing Address

City, State, Zip Code

none
Telephone Number

Signed

11-6-07
Dated

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

(See reverse side for instructions)

2381

Ackerman 5-6-11 2018

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
MARVIN GILBERT, #273934	)	
	)	
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

(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

Douglas H. Westbrook

2382

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber060404
Code: General RMI
Nelson
Adj. Com.
Class.
Date Received SEP 29 2004
IGC Initials CC

INMATE NAME: Dennis Goff
SCDC NUMBER: #177508
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-16
WORK ASSIGNMENT: PI-2

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 Caroline 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.

Dennis Goff 9/23/04
Grievant Signature Date

INFORMAL RESOLUTION BY IGC:

See Warden's Response.

L Carter 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) 2383

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2020

WARDEN'S DECISION AND REASON:

See attachment.

☒ 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 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 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.

2384

J/R D. Bell, #177506 LCI 0671-04

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.

2395

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.

2386

AMENDMENT TO GRIEVANCE OF DENNIS GOFF, #177506

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; 239.51 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3026.24 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, 0782; C, 0081,0086; F, 1102-1103, 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 2024

AMENDMENT TO GRIEVANCE OF DENNIS GOFF, #177506

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; 239.51 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3026.24 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, 0782; C, 0081,0086; F, 1102-1103, 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
	GADSDEN, ERVIN	276118	E A 25	1	8/23/01	10/3/01
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	1/13/03
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	11/19/02
MI 3	GADSON, JAMES	285105	S B 51	2	8/21/02	9/27/02
	GAILLIARD, WILLIAM	211120	M X 0	2	7/12/00	10/11/00
MI 3	GAMBLE, MAXIE	254413	C A 40	1	1/6/00	12/12/02
	GARDO, WILLIAM	252662	C A 20	1	6/29/00	1/26/01
	GARNER, LEONARD	118889	C A 48	2	6/15/00	2/1/02
	GARRETT, KIM	259810	C A 17	1	10/16/00	6/8/01
MI 3	GARRETT, ROBERT	291096	C A 31	1	3/10/04	6/24/04
MI 3	GARRETT, STANLEY	147167	C A 41	2	9/9/99	11/12/02
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	6/11/04	6/24/04
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	12/3/03	12/27/03
	GASKINS, DANTE	263144	M X 0	2	6/28/00	9/6/01
	GATHERS, COREY	249034	C A 25	1	9/28/00	12/28/00
	GATHERS, DEMETRIUS	168209	A B 45	2	10/20/00	1/16/01
	GAYMON, JAMIE	208922	C B 44	1	3/15/02	12/12/02
	GAYTON, RICKY	259959	C 0	1	10/1/99	4/27/00
MI 3	GEDDIS, REGINALD	183851	C B 35	1	3/15/00	6/26/03
	GETER, HARRY	244122	C B 41	1	4/6/00	6/27/00
	GETHERS, BERNARD	235406	M 0	1	1/6/00	1/11/00
	GIANNETTINI, CHRIS	247600	C B 23	1	8/11/99	9/6/01
	GIBBS, JEROME	219775	C A 39	1	2/15/00	5/3/02
MI 3	GIBSON, ANDRE	241326	C B 60	1	3/15/00	6/26/03
MI 2	GILBERT, MARVIN	273934	C B 8	1	8/7/03	3/10/04
MI 3	GILLIARD, PHILLIP	298362	A B 15	3		3/17/04
MI 2	GILMORE, CARLOS	271682	C A 26	1	1/23/02	12/31/02
	GLADDEN, JEROME	153228	M X 0	2	4/26/00	7/23/01
	GLADNEY, VALAIRIO	153223	M X 0	2	1/6/00	9/17/01
MI 3	GLANVILLE, DAVID	297293	C B 5	3	6/2/04	6/14/04
	GLEASON, AARON	246842	C B 14	2	10/4/01	6/6/02
MI 2	GLENN, ROBERT	255902	C B 9	1	7/10/01	4/22/03
MI 2	GOFF, DENNIS	177506	C B 16	1	2/6/04	6/24/04
MI 3	GOFF, DENNIS	177506	C A 15	2	5/30/02	1/7/03
MI 3	GOODWIN, R	258093	C A 0	0		11/8/99
	GORDON, KEVIN	268378	C B 25	1	11/27/00	3/21/01
MI 3	GORHAM, M	259328	C A 0	0		11/8/99
MI 3	GORMAN, JESSE	252618	C A 31	1	3/17/04	4/27/04
	GOSNELL, BENJAMIN	274585	E B 23	1	10/24/01	12/20/01
MI 3	GOSS, J	227535	C A 0	0		1/3/00
	GRADY, RONNIE	257480	E A 24	1	8/2/00	8/25/00
ME 3	GRAHAM, BILLY	253225	A A 10	2	9/30/02	12/3/02
MI 3	GRAHAM, CHARLES	294453	C A 17	1	2/25/04	6/24/04
MI 3	GRAHAM, RICHARD	228235	C A 22	1	2/15/00	6/24/04
MI 3	GRANT, GREGORY	109656	C A 4	1	2/6/02	5/15/03
	GRANT, HERBERT	277200	C B 15	2	9/10/01	8/13/02

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PLAINTIFF'S EXHIBIT A

Ackerman 5-6-11 2026

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.

A - 0081
June 2004

00021

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PLAINTIFF'S EXHIBIT C

Ackerman 5-6-11 2027

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 2028

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
255902	GLENN	ROBERT	JAMES	20021202	0.50	100.50	50.25
255902	GLENN	ROBERT	JAMES	20021216	0.50	118.84	59.42
255902	GLENN	ROBERT	JAMES	20021230	0.50	55.37	27.68
255902	GLENN	ROBERT	JAMES	20030113	0.50	76.70	38.35
255902	GLENN	ROBERT	JAMES	20030127	0.50	110.55	55.27
255902	GLENN	ROBERT	JAMES	20030210	0.50	125.83	62.91
255902	GLENN	ROBERT	JAMES	20030224	0.50	136.67	68.33
255902	GLENN	ROBERT	JAMES	20030310	0.50	103.87	51.93
255902	GLENN	ROBERT	JAMES	20030324	0.50	97.89	48.94
255902	GLENN	ROBERT	JAMES	20030407	0.50	67.03	33.51
255902	GLENN	ROBERT	JAMES	20030421	0.50	71.71	35.85
177506	GOFF	DENNIS		20010507	0.50	45.50	22.75
177506	GOFF	DENNIS		20010521	0.50	40.03	20.01
177506	GOFF	DENNIS		20010604	0.50	69.42	34.71
177506	GOFF	DENNIS		20010618	0.50	39.21	19.60
177506	GOFF	DENNIS		20010702	0.50	45.35	22.67
177506	GOFF	DENNIS		20010716	0.50	32.57	16.28
177506	GOFF	DENNIS		20010730	0.50	28.07	14.03
177506	GOFF	DENNIS		20010813	0.50	49.05	24.52
177506	GOFF	DENNIS		20010827	0.50	68.85	34.42
177506	GOFF	DENNIS		20010910	0.50	41.42	20.71
177506	GOFF	DENNIS		20010924	0.50	46.79	23.39
177506	GOFF	DENNIS		20011008	0.50	101.48	50.74
177506	GOFF	DENNIS		20011022	0.50	111.30	55.65
177506	GOFF	DENNIS		20011105	0.50	97.56	48.78
177506	GOFF	DENNIS		20011119	0.50	115.85	57.92
177506	GOFF	DENNIS		20011203	0.50	36.46	18.23
177506	GOFF	DENNIS		20011217	0.50	68.84	34.42
177506	GOFF	DENNIS		20011231	0.50	37.95	18.97
177506	GOFF	DENNIS		20020114	0.50	76.58	38.29
177506	GOFF	DENNIS		20020128	0.50	54.28	27.14
177506	GOFF	DENNIS		20020211	0.50	108.35	54.17
177506	GOFF	DENNIS		20020225	0.50	94.35	47.17
177506	GOFF	DENNIS		20020311	0.50	2.78	1.39
177506	GOFF	DENNIS		20020617	0.50	41.28	20.64
177506	GOFF	DENNIS		20020701	0.50	43.41	21.70
177506	GOFF	DENNIS		20020715	0.50	37.44	18.72
177506	GOFF	DENNIS		20020729	0.50	41.69	20.84
177506	GOFF	DENNIS		20020812	0.50	55.85	27.92
177506	GOFF	DENNIS		20020826	0.50	69.22	34.61
177506	GOFF	DENNIS		20020909	0.50	32.69	16.34
177506	GOFF	DENNIS		20020923	0.50	87.70	43.85
177506	GOFF	DENNIS		20021007	0.50	92.09	46.04
177506	GOFF	DENNIS		20021021	0.50	84.94	42.47
177506	GOFF	DENNIS		20021104	0.50	87.04	43.52
177506	GOFF	DENNIS		20021118	0.50	79.58	39.79
177506	GOFF	DENNIS		20021202	0.50	78.30	39.15
177506	GOFF	DENNIS		20021216	0.50	86.83	43.41
177506	GOFF	DENNIS		20021230	0.50	52.55	26.27
177506	GOFF	DENNIS		20030113	0.50	31.95	15.97
177506	GOFF	DENNIS		20031229	0.50	17.50	8.75
177506	GOFF	DENNIS		20040112	0.50	17.50	8.75
177506	GOFF	DENNIS		20040126	0.50	17.50	8.75
177506	GOFF	DENNIS		20040209	0.50	17.50	8.75

PLAINTIFF'S EXHIBIT
F
2392

A - 1102
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
177506	GOFF	DENNIS		20040223	0.50	105.04	52.52
177506	GOFF	DENNIS		20040308	0.50	115.01	57.50
177506	GOFF	DENNIS		20040322	0.50	115.65	57.82
177506	GOFF	DENNIS		20040405	0.50	95.60	47.80
177506	GOFF	DENNIS		20040419	0.50	95.75	47.87
177506	GOFF	DENNIS		20040503	0.50	77.55	38.77
177506	GOFF	DENNIS		20040517	0.50	93.45	46.72
177506	GOFF	DENNIS		20040531	0.50	83.10	41.55
258093	GOODWIN	REGGIE		19991025	0.35	21.00	7.35
258093	GOODWIN	REGGIE		19991108	0.35	72.50	25.37
258093	GOODWIN	REGGIE		19991108	0.55	38.00	20.90
268378	GORDON	KEVIN	LESAN	20001218	0.50	51.28	25.64
268378	GORDON	KEVIN	LESAN	20010101	0.50	23.44	11.72
268378	GORDON	KEVIN	LESAN	20010115	0.50	31.45	15.72
268378	GORDON	KEVIN	LESAN	20010129	0.50	40.53	20.26
268378	GORDON	KEVIN	LESAN	20010212	0.50	29.88	14.94
268378	GORDON	KEVIN	LESAN	20010226	0.50	68.60	34.30
268378	GORDON	KEVIN	LESAN	20010312	0.50	47.10	23.55
268378	GORDON	KEVIN	LESAN	20010326	0.50	26.07	13.03
259328	GORHAM	MICHAEL		19990927	0.35	47.00	16.45
259328	GORHAM	MICHAEL		19990927	0.55	8.75	4.81
259328	GORHAM	MICHAEL		19991011	0.50	67.50	33.75
259328	GORHAM	MICHAEL		19991011	0.55	21.00	11.55
259328	GORHAM	MICHAEL		19991025	0.50	65.00	32.50
259328	GORHAM	MICHAEL		19991025	0.55	7.50	4.12
259328	GORHAM	MICHAEL		19991108	0.50	52.50	26.25
252618	GORMAN	JESSIE		20040419	0.50	48.35	24.17
252618	GORMAN	JESSIE		20040503	0.50	32.32	16.16
274585	GOSNELL	BENJAMIN	WAYNE	20011217	0.50	26.08	13.04
227535	GOSS	JAMES	BENNIE	19991206	0.35	21.25	7.43
227535	GOSS	JAMES	BENNIE	19991206	0.55	5.00	2.75
227535	GOSS	JAMES	BENNIE	19991220	0.35	70.27	24.59
227535	GOSS	JAMES	BENNIE	19991220	0.55	7.50	4.12
227535	GOSS	JAMES	BENNIE	19991220	2.50	2.00	5.00
227535	GOSS	JAMES	BENNIE	20000103	0.35	14.55	5.09
228235	GRAHAM	RICHARD		20000228	0.50	31.43	15.71
228235	GRAHAM	RICHARD		20000228	1.05	7.50	7.87
228235	GRAHAM	RICHARD		20000313	0.50	75.00	37.50
228235	GRAHAM	RICHARD		20000313	0.55	7.87	4.32
228235	GRAHAM	RICHARD		20000327	0.50	75.00	37.50
228235	GRAHAM	RICHARD		20000327	0.55	12.82	7.05
228235	GRAHAM	RICHARD		20000327	0.80	7.50	6.00
228235	GRAHAM	RICHARD		20000410	0.50	75.00	37.50
228235	GRAHAM	RICHARD		20000410	0.55	13.33	7.33
228235	GRAHAM	RICHARD		20000410	0.80	15.00	12.00
228235	GRAHAM	RICHARD		20000424	0.50	75.00	37.50
228235	GRAHAM	RICHARD		20000424	0.55	14.88	8.18
228235	GRAHAM	RICHARD		20000424	0.25	7.00	1.75
228235	GRAHAM	RICHARD		20000508	0.50	75.00	37.50
228235	GRAHAM	RICHARD		20000508	0.80	12.22	9.77
228235	GRAHAM	RICHARD		20000522	0.50	67.50	33.75
228235	GRAHAM	RICHARD		20000522	0.55	16.57	9.11
228235	GRAHAM	RICHARD		20000522	0.25	14.28	3.57
228235	GRAHAM	RICHARD		20000605	0.50	67.50	33.75

PLAINTIFF'S EXHIBIT F

2393

A - 1103
June 2004

Ackerman 5-6-11 2030

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.

2394

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

ACADEMIC EXPERIENCE

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

PI

11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: DENNIS COFF
SCDC NUMBER: 177506
INSTITUTION: ~~LEE CI~~ RCI
HOUSING UNIT: ~~COOPER B-Ha~~ GB-195
WORK ASSIGNMENT: PI-2

NOV 04 2004
PP

Office Use Only
Grievance No. LCI 0671-04
Code: General NLY
Policy
Disc. Hear.
Class
Date Received NOV 08 2004
IGC Initials

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

Ackins and Nicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying the wages. Ackins and Nicker 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.

Dennis Coff 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.

Dennis Coff 5-18-07
Grievant Signature Date

M. E. Smith 5/16/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2397

GOFF LCI-0671-04

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 your participation in the prison industries project at Lieber started on February 6, 2004 and ended on November 9, 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 seven (7) months 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.

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.

2400

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Dennis Goff, #177506,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07-ALJ-04-_____-____

GRIEVANCE NO.: _____

Notice is hereby given that Dennis Goff 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 Goff
Appellant's Name

Ridgeland C.I.
~~P.O. Box 2039~~
Mailing Address

Ridgeland, SC 29936-2039
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

2401

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
DENNIS GOFF, #177506	)	
	)	
	)	
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

2402

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

Charles P. Graham Jr. individually, and on behalf of all inmate employees listed on attached Exh. A *

STEP 1

RECEIVED

APR 16 2008

INMATE GRIEVANCE

MAR 10 2008

Office Use Only
Grievance No. LCI 0385-08
Code: General MG
Policy
Disc. Hear.
Class.
Date Received 3-12-08
IGC Initials

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 294453

INSTITUTION: Lieber

HOUSING UNIT: Wando B-134

WORK ASSIGNMENT: PI-2

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, 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 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 fc 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.

Charles P. Graham Jr. 3/10/08
Grievant Signature Date

ACTION TAKEN BY IGC:

FWD To A. Hallman 4/8/08 VG

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. 2403

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Charles Graham, #294453,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Charles Graham 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.

Charles Graham
Appellant's Name

Lieber C.I.
Mailing Address

P.O. Box 205

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-04
Dated

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

(See reverse side for instructions)

2404

Ackerman 5-6-11 2041

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
CHARLES GRAHAM, #294453	)	
	)	
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
2405

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Richard Graham
SCDC NUMBER: 228235
INSTITUTION: Lieber Corr INST.
HOUSING UNIT: Cooper A-22 ✓
WORK ASSIGNMENT: PI 2

Office Use Only
Grievance No. Lieber 0626-04
Code: General RMJ
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. §24-340(A),(H) 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 Ackins V S.C.D.C.

Richard Graham 9/23/04
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. 2406

N/A
Grievant Signature Date

Ackerman 5-6-11 2043

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.

Richard Graham 11/2/04
Grievant Signature Date

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.

2407

Inmate R. Dahany #228235 LCI 0626-04

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.

2409

AMENDMENT TO GRIEVANCE OF RICHARD GRAHAM, #228235

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; 2009.02 hours in 2000 at $10.66 per hour; 1393.75 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8277.56 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, 0782; C, 0081,0086; F, 1103-1105; 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.

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

INMATE NAME: Richard Graham
SCDC NUMBER: 228235
INSTITUTION: Lieber Corr Inst
HOUSING UNIT: Cooper-A-22 MacDougall
WORK ASSIGNMENT: PI # 2

NOV 04 2004

Office Use Only
Grievance No. LCI 06216-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received
IGC Initials

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

Atkins & Wicher Do Require Payment of Prevailing Payment Wages, Grievants were employed by WTI and SCDC was WTI's agent" in Paying Our Wages Atkins & Wicher Further allow this issue of Payment of wages under SCDC's Grievance Procedure Grievant incorporates by Reference all exhibits attached to Grievance Filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04

Richard Graham 9-22-04
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.

Richard Graham 6/22/07 Georgina Rooney 6/22/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

GRAHAM LCI-0626-04

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 8, 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 November 13, 2003 and ended July 27, 2004 and that your second voluntary work assignment in this project began on November 14, 2004 and ended January 24, 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

2 4 / 2

GRAHAM LCI-0626-04

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 10 months after SCDC began paying you for your participation in the project located at Lieber during your first work assignment there, nearly two (2) months after your first work assignment 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 Suprome 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.

GRAHAM LCI-0626-04

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 $12.05 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 JUDGE DIVISION

Richard Graham, #228235

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Richard Graham 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.

Richard Graham
Appellant's Name

MacDougal C.I.
Mailing Address

1516 Old Gilliard Rd.

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-08
Dated

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

(See reverse side for instructions)

2415

Ackerman 5-6-11 2052

STATE OF SOUTH CAROLINA RICHARD GRAHAM, #228235 Grievant/Appellant, vs. SOUTH CAROLINA DEPARTMENT OF CORRECTIONS, Respondent/Appellee.	IN THE ADMINISTRATIVE LAW COURT CERTIFICATE OF SERVICE

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

2416

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Gregory GRANT
SCDC NUMBER: 109656
INSTITUTION: Lieber C I
HOUSING UNIT: Ashley-B-9
WORK ASSIGNMENT: Cafe

Office Use Only
Grievance No. Lieber 0695-04
Code: General RMY
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 paid me 35¢ an hour and not Prevailing wage As stated under South Carolina Code Ann. Sec 24-3-430 (A-7) As well as the fact they getting $4.00 an hour And still not me from 2002-2003. They denied me Prevailing wages.

ACTION REQUESTED: THAN All money due to me be paid At Prevailing wage As wellas overtime, moreover, the prevailing be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Law suit was filed, ordered to file Grievance by Court under Wicker V. S.C.D.C. And Adkins VS S.C.D.C

Gregory Grant 9/23/04
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: 2 4/7

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 2054

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 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 fof 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.

2/8

John B. Brant, #109656 LC10045-04

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.

2 4/9

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.

2420

AMENDMENT TO GRIEVANCE OF GREGORY GRANT, #109656

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 3441.96 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 Exhibits A, 0782; C, 0081, 0086; F, 1106-1107; 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.

2421

AMENDMENT TO GRIEVANCE OF GREGORY GRANT, #109656

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 4-22-04 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 3441.96 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 Exhibits A, 0782; C, 0081, 0086; F, 1106-1107; 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
	GADSDEN, ERVIN	276118	E A 25	1	8/23/01	10/3/01
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	1/13/03
MI 3	GADSDEN, RAY	187527	C B 33	2	5/30/02	11/19/02
MI 3	GADSON, JAMES	285105	S B 51	2	8/21/02	9/27/02
	GAILLIARD, WILLIAM	211120	M X 0	2	7/12/00	10/11/00
MI 3	GAMBLE, MAXIE	254413	C A 40	1	1/6/00	12/12/02
	GARDO, WILLIAM	252662	C A 20	1	6/29/00	1/26/01
	GARNER, LEONARD	118889	C A 48	2	6/15/00	2/1/02
	GARRETT, KIM	259810	C A 17	1	10/16/00	6/8/01
MI 3	GARRETT, ROBERT	291096	C A 31	1	3/10/04	6/24/04
MI 3	GARRETT, STANLEY	147167	C A 41	2	9/9/99	11/12/02
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	6/11/04	6/24/04
MI 3	GARRIETT, JERMAINE	191274	C A 20	1	12/3/03	12/27/03
	GASKINS, DANTE	263144	M X 0	2	6/28/00	9/6/01
	GATHERS, COREY	249034	C A 25	1	9/28/00	12/28/00
	GATHERS, DEMETRIUS	168209	A B 45	2	10/20/00	1/16/01
	GAYMON, JAMIE	208922	C B 44	1	3/15/02	12/12/02
	GAYTON, RICKY	259959	C 0	1	10/1/99	4/27/00
MI 3	GEDDIS, REGINALD	183851	C B 35	1	3/15/00	6/26/03
	GETER, HARRY	244122	C B 41	1	4/6/00	6/27/00
	GETHERS, BERNARD	235406	M 0	1	1/6/00	1/11/00
	GIANNETTINI, CHRIS	247600	C B 23	1	8/11/99	9/6/01
	GIBBS, JEROME	219775	C A 39	1	2/15/00	5/3/02
MI 3	GIBSON, ANDRE	241326	C B 60	1	3/15/00	6/26/03
MI 2	GILBERT, MARVIN	273934	C B 8	1	8/7/03	3/10/04
MI 3	GILLIARD, PHILLIP	298362	A B 15	3		3/17/04
MI 2	GILMORE, CARLOS	271682	C A 26	1	1/23/02	12/31/02
	GLADDEN, JEROME	153228	M X 0	2	4/26/00	7/23/01
	GLADNEY, VALAIRIO	153223	M X 0	2	1/6/00	9/17/01
MI 3	GLANVILLE, DAVID	297293	C B 5	3	6/2/04	6/14/04
	GLEASON, AARON	246842	C B 14	2	10/4/01	6/6/02
MI 2	GLENN, ROBERT	255902	C B 9	1	7/10/01	4/22/03
MI 2	GOFF, DENNIS	177506	C B 16	1	2/6/04	6/24/04
MI 3	GOFF, DENNIS	177506	C A 15	2	5/30/02	1/7/03
MI 3	GOODWIN, R	258093	C A 0	0		11/8/99
	GORDON, KEVIN	268378	C B 25	1	11/27/00	3/21/01
MI 3	GORHAM, M	259328	C A 0	0		11/8/99
MI 3	GORMAN, JESSE	252618	C A 31	1	3/17/04	4/27/04
	GOSNELL, BENIAMIN	274585	E B 23	1	10/24/01	12/20/01
MI 3	GOSS, J	227535	C A 0	0		1/3/00
	GRADY, RONNIE	257480	E A 24	1	8/2/00	8/25/00
ME 3	GRAHAM, BILLY	253225	A A 10	2	9/30/02	12/3/02
MI 3	GRAHAM, CHARLES	294453	C A 17	1	2/25/04	6/24/04
MI 3	GRAHAM, RICHARD	228235	C A 22	1	2/15/00	6/24/04
MI 3	GRANT, GREGORY	109656	C A 4	1	2/6/02	5/15/03
	GRANT, HERBERT	277200	C B 15	2	9/10/01	8/13/02

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PLAINTIFF'S EXHIBIT 10

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.

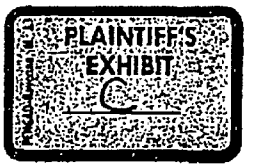
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
235175	GRAHAM	WILLIAM		20001204	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20001218	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010101	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010115	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010129	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010212	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010226	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010312	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010326	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010409	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010423	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010507	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010521	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010604	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010618	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010702	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010716	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010730	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010813	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010827	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010910	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20010924	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20011008	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20011022	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20011105	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20011119	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20011203	0.00	0.00	0.01
235175	GRAHAM	WILLIAM		20011203	12.75	3.00	2.73
235175	GRAHAM	WILLIAM		20011203	12.75	2.00	1.82
235175	GRAHAM	WILLIAM		20011203	12.75	9.00	8.19
235175	GRAHAM	WILLIAM		20011217	12.75	3.00	2.73
253225	GRAHAM, JR	BILLY	E.	20021021	0.50	52.50	26.25
253225	GRAHAM, JR	BILLY	E.	20021104	0.50	40.43	20.21
253225	GRAHAM, JR	BILLY	E.	20021118	0.50	32.39	16.19
253225	GRAHAM, JR	BILLY	E.	20021202	0.50	31.63	15.81
253225	GRAHAM, JR	BILLY	E.	20021216	0.50	15.92	7.96
294453	GRAHAM, JR.	CHARLES	PEARLY	20040322	0.50	46.12	23.06
294453	GRAHAM, JR.	CHARLES	PEARLY	20040322	0.50	35.89	17.94
294453	GRAHAM, JR.	CHARLES	PEARLY	20040322	0.50	17.50	8.75
294453	GRAHAM, JR.	CHARLES	PEARLY	20040405	0.50	42.95	21.47
294453	GRAHAM, JR.	CHARLES	PEARLY	20040419	0.50	37.30	18.65
294453	GRAHAM, JR.	CHARLES	PEARLY	20040503	0.50	73.10	36.55
294453	GRAHAM, JR.	CHARLES	PEARLY	20040517	0.50	86.52	43.26
294453	GRAHAM, JR.	CHARLES	PEARLY	20040531	0.50	62.73	31.36
109656	GRANT	GREGORY	-	20020408	0.50	42.00	21.00
109656	GRANT	GREGORY	-	20020422	0.50	77.75	38.87
109656	GRANT	GREGORY	-	20020506	0.50	95.64	47.82
109656	GRANT	GREGORY	-	20020520	0.50	110.07	55.03
109656	GRANT	GREGORY	-	20020603	0.50	117.90	58.95
109656	GRANT	GREGORY	-	20020617	0.50	108.27	54.13
109656	GRANT	GREGORY	-	20020701	0.50	110.08	55.04
109656	GRANT	GREGORY	-	20020715	0.50	108.51	54.25
109656	GRANT	GREGORY	-	20020729	0.50	107.33	53.66
109656	GRANT	GREGORY	-	20020812	0.50	108.60	54.30

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
109656	GRANT	GREGORY	-	20020826	0.50	137.00	68.50
109656	GRANT	GREGORY	-	20020909	0.50	114.75	57.37
109656	GRANT	GREGORY	-	20020923	0.50	128.28	64.14
109656	GRANT	GREGORY	-	20021007	0.50	118.52	59.26
109656	GRANT	GREGORY	-	20021021	0.50	146.88	73.44
109656	GRANT	GREGORY	-	20021104	0.50	120.24	60.12
109656	GRANT	GREGORY	-	20021118	0.50	129.68	64.84
109656	GRANT	GREGORY	-	20021202	0.50	107.30	53.65
109656	GRANT	GREGORY	-	20021216	0.50	119.70	59.85
109656	GRANT	GREGORY	-	20021230	0.50	82.74	41.37
109656	GRANT	GREGORY	-	20030113	0.50	105.20	52.60
109656	GRANT	GREGORY	-	20030127	0.50	113.99	56.99
109656	GRANT	GREGORY	-	20030210	0.50	126.09	63.04
109656	GRANT	GREGORY	-	20030224	0.50	145.50	72.75
109656	GRANT	GREGORY	-	20030310	0.50	134.67	67.33
109656	GRANT	GREGORY	-	20030324	0.50	122.27	61.13
109656	GRANT	GREGORY	-	20030407	0.50	136.86	68.43
109656	GRANT	GREGORY	-	20030421	0.50	126.92	63.46
109656	GRANT	GREGORY	-	20030505	0.50	100.83	50.41
109656	GRANT	GREGORY	-	20030519	0.50	138.39	69.19
277200	GRANT	HERBERT	DARIN	20011203	0.50	52.16	26.08
277200	GRANT	HERBERT	DARIN	20011217	0.50	45.64	22.82
277200	GRANT	HERBERT	DARIN	20011231	0.50	29.03	14.51
277200	GRANT	HERBERT	DARIN	20020114	0.50	23.39	11.69
277200	GRANT	HERBERT	DARIN	20020128	0.50	79.28	39.64
277200	GRANT	HERBERT	DARIN	20020211	0.50	86.20	43.10
277200	GRANT	HERBERT	DARIN	20020225	0.50	90.25	45.12
277200	GRANT	HERBERT	DARIN	20020311	0.50	79.25	39.62
277200	GRANT	HERBERT	DARIN	20020325	0.50	85.58	42.79
277200	GRANT	HERBERT	DARIN	20020408	0.50	114.38	57.19
277200	GRANT	HERBERT	DARIN	20020422	0.50	127.50	63.75
277200	GRANT	HERBERT	DARIN	20020506	0.50	127.50	63.75
277200	GRANT	HERBERT	DARIN	20020520	0.50	126.63	63.31
277200	GRANT	HERBERT	DARIN	20020603	0.50	109.62	54.81
277200	GRANT	HERBERT	DARIN	20020617	0.50	121.72	60.86
277200	GRANT	HERBERT	DARIN	20020701	0.50	105.20	52.60
277200	GRANT	HERBERT	DARIN	20020715	0.50	88.18	44.09
277200	GRANT	HERBERT	DARIN	20020729	0.50	12.75	6.37
255473	GRANT	HOWARD	ANTHONY	20000117	0.50	67.20	33.60
255473	GRANT	HOWARD	ANTHONY	20000131	0.50	64.85	32.42
255473	GRANT	HOWARD	ANTHONY	20000214	0.50	73.58	36.79
255473	GRANT	HOWARD	ANTHONY	20000214	0.55	7.50	4.12
255473	GRANT	HOWARD	ANTHONY	20000214	0.80	6.50	5.20
255473	GRANT	HOWARD	ANTHONY	20000228	0.50	67.50	33.75
255473	GRANT	HOWARD	ANTHONY	20000228	0.55	2.75	1.51
255473	GRANT	HOWARD	ANTHONY	20000228	1.05	15.00	15.75
255473	GRANT	HOWARD	ANTHONY	20000313	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20000313	0.55	21.53	11.84
255473	GRANT	HOWARD	ANTHONY	20000313	0.55	6.50	3.57
255473	GRANT	HOWARD	ANTHONY	20000327	0.50	74.32	37.16
255473	GRANT	HOWARD	ANTHONY	20000327	0.80	7.50	6.00
255473	GRANT	HOWARD	ANTHONY	20000410	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20000410	0.55	5.42	2.98
255473	GRANT	HOWARD	ANTHONY	20000410	0.80	7.50	6.00

PLAINTIFF'S EXHIBIT F

2427

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.

2428

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

ACADEMIC EXPERIENCE

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

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Gregory Grant
SCDC NUMBER: 109656
INSTITUTION: ~~Lieber CI~~ TCI
HOUSING UNIT: Ashley-B-9
WORK ASSIGNMENT: Cafe

NOV 04 2004

Office Use Only
Grievance No. CC 0645-04
Code: General RV
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

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

The Department is ask to review and determine whether I am entitled to receive back wages which are due to me from working At hieber Prison Industries, Program when they only paid me 35¢ an hour AND not Prevailing wage As stated under, South Carolina Code Ann sec 24-3-430 (A-7). As well As the fact they getting $4.00 An hour And still not me from 2002-2003. They denied me Prevailing wages.

Gregory Grant 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.

Gregory Grant 5/17/07 TCI K. Kennard 5/17/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2431

Ackerman 5-6-11 2068

GRANT LCI-0695-04

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 February 6, 2002 and that your participation in this project ended on May 15, 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

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 16 months 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Gregory Grant, #109656,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that Gregory Grant does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-17-07, 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.

Gregory Grant
Appellant's Name

Turbeville C.I.
P.O. Box 252
Mailing Address

Turbeville, SC 29162
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

2435

Ackerman 5-6-11 2072

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
GREGORY GRANT, #109656	)	
	)	
	)	
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

2436

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0417-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

INMATE NAME: Howard A. Grant
SCDC NUMBER: 255473
INSTITUTION: Lieber C.I
HOUSING UNIT: Cooper B-52
WORK ASSIGNMENT: P.I Worker 2
Release 5-1-07

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 cents an hour and not previling 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 over-time 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

Howard A. Grant 9-23-04
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.

Howard A Grant 11/1/04
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

2437

Ackerman 5-6-11 2074

WARDEN'S DECISION AND REASON:

SEE ATTACHED

Warden Signature 5-15-07 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~~ IGA Signature Ari Wallman 5.15.07 Date

Served by:

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.

2438

Inmate H. Hart, #25573 2C10642-04

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.

2435

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.

2490

GRANT LCI-0647-04

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 22, 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 October 22, 2003 and that you concluded your participation in this project on May 5, 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 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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GRANT LCI-0647-04

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 HOWARD GRANT, #255473

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; 1805.78 hours in 2000 at $10.66 per hour; 78.75 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5265.63 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, 0783; C, 0081,0086; F, 1107-1109; 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	GRANT, HOWARD	255473	C B 52	1	5/7/01	5/2/03
MI 3	GRANT, HOWARD	255473	C B 52	1	10/22/03	6/24/04
	GRANT, JERRY	270944	S B 37	1	1/8/01	1/16/01
	GRANT, JOHN	265647	A B 35	2	3/27/02	6/6/02
	GRANT, ROBERT	214220	C A 33	1	10/16/00	11/7/00
	GRAY, JOHN	170859	M X 0	2	12/15/00	12/20/01
	GREEN, ANTHONY	153542	C A 5	1	8/6/99	6/30/00
	GREEN, CLARK	276929	C A 2	1	8/24/01	5/31/02
MI 3	GREEN, J.	257963	C A 0	0		1/3/00
	GREEN, JEROME	228460	C B 20	1	6/29/00	12/20/00
MO 1E	GREEN, LARRY	283976	C B 20	2	6/21/02	9/27/02
MI 3	GREEN, LAWRENCE	244899	C A 58	1	3/29/00	2/6/04
	GREEN, PERCY	255270	C A 2	2	10/1/99	7/11/01
	GREEN, RODNEY	228648	C B 1	1	5/31/00	8/8/00
MI 2	GREEN, WILLIE "POP"	210439	C B 23	2	3/11/02	12/11/02
MI 3	GREENE, NEHEMIAH	243339	C A 61	1	8/6/99	6/24/04
MI 3	GREGORY, LUTHER	272773	C A 42	2	8/17/01	12/10/02
MI 3	GREGORY, MARSHALL	201594	C B 2	1	9/25/02	6/26/03
	GREGORY, MARSHALL	258406	S A 31	1	6/19/00	9/15/00
MI 2	GREGORY, ROBERT	276585	C A 49	1	8/10/01	5/8/02
MI 2	GREGORY, ROBERT	276585	C B 24	1	4/13/04	5/26/04
MI 2	GRIFFIN, TIMOTHY	260130	C A 33	1	10/1/99	6/27/00
	GRIGG, RONALD	229407	C 0	1	1/10/00	5/17/00
	GRIMBALL, HERBERT	247810	E B 26	1	2/15/01	3/5/01
MI 3	GROOMS, GARY	283860	C B 63	1	7/17/02	6/24/04
	GROSCOST, TODD	276346	S B 53	1	8/17/01	6/12/02
ME 2	GRUBBS, JOHN	238218	A A 9	1	10/8/02	10/14/02
MI 3	GUITERREZ, ROBERTO	276285	C B 47	1	8/14/01	11/12/03
MI 2	GUTHERY, RANDY	222460	C B 63	2	5/13/02	12/11/02
	GUYTON, JIMMY	260283	C B 30	1	2/28/00	7/11/00
	HAAS, WILLIAM	262879	C A 31	1	1/18/00	7/25/00
	HALL, GEORGE	124564	S B 46	1	1/12/01	1/14/02
	HAMBRICK, MARCUS	217263	A A 53	1	6/6/00	6/30/00
	HAMILTON, DWAINE	232169	S B 40	1	7/30/01	3/7/02
ME 3	HAMMETT, JASON	234196	A A 11	2	9/18/02	10/1/02
	HAMPTON, CHARLES	222428	C A 33	1	9/27/01	10/17/01
	HAMPTON, NELSON	237819	C A 19	1	12/1/00	3/5/01
MI 3	HAMPTON, NELSON	286427	WD191	3	4/14/04	6/11/04
	HANKS, CHRIS	251476	C 0	1	3/14/00	4/3/00
MI 2	HANNA, STEVIE	228978	C B 24	1	4/5/02	10/31/02
MI 3	HANSON, JEFFERY	281070	C B 20	1	3/27/02	9/10/02
	HARDIN, CLAUDIES	265923	E B 26	1	3/2/01	3/19/01
	HARDY, WILLIAM	191196	C B 50	1	4/15/01	11/29/01
MI 3	HARE, WILLIE	256641	C A 62	1	8/6/99	6/26/03
	HARLEN, WAYNE (*)	245705	C A 19	1	7/9/01	1/8/02
	HARPS, ANTHONY	170697	S A 42	1	10/19/01	1/9/02

PLAINTIFF'S EXHIBIT 2

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A - 0783
June 2004

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.

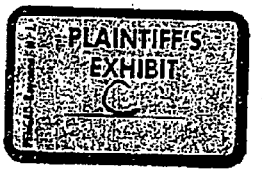
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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 2083

Inmate Number	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
109656	GRANT	GREGORY	-	20020826	0.50	137.00	68.50
109656	GRANT	GREGORY	-	20020909	0.50	114.75	57.37
109656	GRANT	GREGORY	-	20020923	0.50	128.28	64.14
109656	GRANT	GREGORY	-	20021007	0.50	118.52	59.26
109656	GRANT	GREGORY	-	20021021	0.50	146.88	73.44
109656	GRANT	GREGORY	-	20021104	0.50	120.24	60.12
109656	GRANT	GREGORY	-	20021118	0.50	129.68	64.84
109656	GRANT	GREGORY	-	20021202	0.50	107.30	53.65
109656	GRANT	GREGORY	-	20021216	0.50	119.70	59.85
109656	GRANT	GREGORY	-	20021230	0.50	82.74	41.37
109656	GRANT	GREGORY	-	20030113	0.50	105.20	52.60
109656	GRANT	GREGORY	-	20030127	0.50	113.99	56.99
109656	GRANT	GREGORY	-	20030210	0.50	126.09	63.04
109656	GRANT	GREGORY	-	20030224	0.50	145.50	72.75
109656	GRANT	GREGORY	-	20030310	0.50	134.67	67.33
109656	GRANT	GREGORY	-	20030324	0.50	122.27	61.13
109656	GRANT	GREGORY	-	20030407	0.50	136.86	68.43
109656	GRANT	GREGORY	-	20030421	0.50	126.92	63.46
109656	GRANT	GREGORY	-	20030505	0.50	100.83	50.41
109656	GRANT	GREGORY	-	20030519	0.50	138.39	69.19
277200	GRANT	HERBERT	DARIN	20011203	0.50	52.16	26.08
277200	GRANT	HERBERT	DARIN	20011217	0.50	45.64	22.82
277200	GRANT	HERBERT	DARIN	20011231	0.50	29.03	14.51
277200	GRANT	HERBERT	DARIN	20020114	0.50	23.39	11.69
277200	GRANT	HERBERT	DARIN	20020128	0.50	79.28	39.64
277200	GRANT	HERBERT	DARIN	20020211	0.50	86.20	43.10
277200	GRANT	HERBERT	DARIN	20020225	0.50	90.25	45.12
277200	GRANT	HERBERT	DARIN	20020311	0.50	79.25	39.62
277200	GRANT	HERBERT	DARIN	20020325	0.50	85.58	42.79
277200	GRANT	HERBERT	DARIN	20020408	0.50	114.38	57.19
277200	GRANT	HERBERT	DARIN	20020422	0.50	127.50	63.75
277200	GRANT	HERBERT	DARIN	20020506	0.50	127.50	63.75
277200	GRANT	HERBERT	DARIN	20020520	0.50	126.63	63.31
277200	GRANT	HERBERT	DARIN	20020603	0.50	109.62	54.81
277200	GRANT	HERBERT	DARIN	20020617	0.50	121.72	60.86
277200	GRANT	HERBERT	DARIN	20020701	0.50	105.20	52.60
277200	GRANT	HERBERT	DARIN	20020715	0.50	88.18	44.09
277200	GRANT	HERBERT	DARIN	20020729	0.50	12.75	6.37
255473	GRANT	HOWARD	ANTHONY	20000117	0.50	67.20	33.60
255473	GRANT	HOWARD	ANTHONY	20000131	0.50	64.85	32.42
255473	GRANT	HOWARD	ANTHONY	20000214	0.50	73.58	36.79
255473	GRANT	HOWARD	ANTHONY	20000214	0.55	7.50	4.12
255473	GRANT	HOWARD	ANTHONY	20000214	0.80	6.50	5.20
255473	GRANT	HOWARD	ANTHONY	20000228	0.50	67.50	33.75
255473	GRANT	HOWARD	ANTHONY	20000228	0.55	2.75	1.51
255473	GRANT	HOWARD	ANTHONY	20000228	1.05	15.00	15.75
255473	GRANT	HOWARD	ANTHONY	20000313	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20000313	0.55	21.53	11.84
255473	GRANT	HOWARD	ANTHONY	20000313	0.55	6.50	3.57
255473	GRANT	HOWARD	ANTHONY	20000327	0.50	74.32	37.16
255473	GRANT	HOWARD	ANTHONY	20000327	0.80	7.50	6.00
255473	GRANT	HOWARD	ANTHONY	20000410	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20000410	0.55	5.42	2.98
255473	GRANT	HOWARD	ANTHONY	20000410	0.80	7.50	6.00

PLAINTIFF'S EXHIBIT

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A - 1107
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
255473	GRANT	HOWARD	ANTHONY	20020923	0.50	181.28	90.64
255473	GRANT	HOWARD	ANTHONY	20021007	0.50	149.86	74.93
255473	GRANT	HOWARD	ANTHONY	20021021	0.50	127.50	63.75
255473	GRANT	HOWARD	ANTHONY	20021104	0.50	127.50	63.75
255473	GRANT	HOWARD	ANTHONY	20021118	0.50	131.93	65.96
255473	GRANT	HOWARD	ANTHONY	20021202	0.50	116.42	58.21
255473	GRANT	HOWARD	ANTHONY	20021216	0.50	123.90	61.95
255473	GRANT	HOWARD	ANTHONY	20021230	0.50	63.75	31.87
255473	GRANT	HOWARD	ANTHONY	20030113	0.50	85.90	42.95
255473	GRANT	HOWARD	ANTHONY	20030127	0.50	100.47	50.23
255473	GRANT	HOWARD	ANTHONY	20030210	0.50	93.98	46.99
255473	GRANT	HOWARD	ANTHONY	20030224	0.50	120.13	60.06
255473	GRANT	HOWARD	ANTHONY	20030310	0.50	102.63	51.31
255473	GRANT	HOWARD	ANTHONY	20030324	0.50	113.61	56.80
255473	GRANT	HOWARD	ANTHONY	20030407	0.50	99.93	49.96
255473	GRANT	HOWARD	ANTHONY	20030421	0.50	105.54	52.77
255473	GRANT	HOWARD	ANTHONY	20030505	0.50	87.21	43.60
255473	GRANT	HOWARD	ANTHONY	20030519	0.50	11.42	5.71
270944	GRANT	JERRY	O.	20010212	0.50	13.17	6.58
265647	GRANT	JOHN	W.	20020520	0.50	67.16	33.58
265647	GRANT	JOHN	W.	20020603	0.50	83.54	41.77
265647	GRANT	JOHN	W.	20020617	0.50	15.75	7.87
214220	GRANT	ROBERT	WILLIAM	20001023	0.50	15.32	7.66
214220	GRANT	ROBERT	WILLIAM	20001106	0.50	50.77	25.38
214220	GRANT	ROBERT	WILLIAM	20001120	0.50	10.34	5.17
170859	GRAY	JOHN		19990927	0.35	36.00	12.60
170859	GRAY	JOHN		19990927	0.55	5.75	3.16
170859	GRAY	JOHN		19991011	0.35	68.28	23.89
170859	GRAY	JOHN		19991011	0.55	3.75	2.06
170859	GRAY	JOHN		19991025	0.35	49.00	17.15
170859	GRAY	JOHN		19991108	0.50	75.00	37.50
170859	GRAY	JOHN		19991108	0.55	28.00	15.40
170859	GRAY	JOHN		19991122	0.50	67.67	33.83
170859	GRAY	JOHN		19991122	0.55	5.23	2.87
170859	GRAY	JOHN		19991206	0.50	56.18	28.09
170859	GRAY	JOHN		19991206	0.55	11.89	6.53
170859	GRAY	JOHN		19991220	0.50	74.78	37.39
170859	GRAY	JOHN		19991220	0.55	12.35	6.79
170859	GRAY	JOHN		19991220	2.50	2.00	5.00
170859	GRAY	JOHN		20000103	0.50	37.50	18.75
170859	GRAY	JOHN		20000103	0.55	5.93	3.26
170859	GRAY	JOHN		20000117	0.55	7.50	4.12
170859	GRAY	JOHN		20000117	0.50	75.00	37.50
170859	GRAY	JOHN		20000117	0.55	11.38	6.25
170859	GRAY	JOHN		20000117	0.50	15.00	7.50
170859	GRAY	JOHN		20000131	0.50	64.92	32.46
170859	GRAY	JOHN		20000214	0.50	75.00	37.50
170859	GRAY	JOHN		20000214	0.80	6.50	5.20
170859	GRAY	JOHN		20000214	0.55	5.50	3.02
170859	GRAY	JOHN		20000228	0.50	67.50	33.75
170859	GRAY	JOHN		20000228	1.05	15.00	15.75
170859	GRAY	JOHN		20000313	0.50	71.70	35.85
170859	GRAY	JOHN		20000327	0.50	75.00	37.50
170859	GRAY	JOHN		20000410	0.50	75.00	37.50

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

ACADEMIC EXPERIENCE

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

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Due: March 2, 2008

INMATE NAME: Howard Anthony Grant
SCDC NUMBER: #255473 (former)
INSTITUTION: released
HOUSING UNIT:
WORK ASSIGNMENT:

Office Use Only
Grievance No.: LCI-0647-04
Code: General 1 MY-PI
Policy
Disc. Hear.
Class.
Date Received
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Inmate began working 1-17-00 and ended 4-18-05 . §13.1 does not apply as grievance seeks back wages, contesting SCDC policy/ procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under §13.9. Inmate had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and he filed within a reasonable time. Applying §13.1 to these facts violated due process. Under court order SCDC was required to accept filing/consider on the merits inmate's Amendments/Exhibits, SCDC did so, and thereby waived right to rely on §13.1. Dr. Benich's report is the only evidence of prevailing wages in the record, and inmate is entitled to prevailing negotiated wages. To extent inmate worked overtime he is entitled to it under SCDC policy. Darrell Williams' 9-22-04 grievance, and many others, was filed individually and on behalf of all inmates who worked in this program, and SCDC should thus process grievances for all inmates whether they filed or not. Grievance proved all elements of claim for prevailing/negotiated wages. Inmate claims pre/post judgment interest, costs and attorney fees under §15-77-300, applicable other statutes and fee agreements, in addition to back wages. Inmate incorporates by reference Darrell Williams' 9-22-04 grievance and Exh. A-H attached thereto. Howard Grant 2-16-0

Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON: D Williams 2-20-08
Atty for Grievant

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)

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Ackerman 5-6-11 2089

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Howard Grant, #255473,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Howard Grant does hereb 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 thu 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(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.

Howard Grant
Appellant's Name

Ridgeland C.I.
Mailing Address

P.O. Box 2039

Ridgeland, SC 29936-2039
City, State, Zip Code

none
Telephone Number

Signed

11-6-08
Dated

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

(See reverse side for instructions)

2453

Ackerman 5-6-11 2090

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
HOWARD GRANT, #255473	)	
	)	
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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5/27/04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Nehemiah Greene INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: individually, and on behalf of all inmate employees listed on attached Exh. A *

SCDC NUMBER: 243339

INSTITUTION: Lieber

HOUSING UNIT: Cooper A-lot

WORK ASSIGNMENT: P.I. #2

Office Use Only

Grievance No. Lieber 0703-04

Code: General CMI

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

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 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.

Nehemiah Greene 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.

N/A

Grievant Signature Date

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SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2092

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.

Mehemiah Greene 5/22/07
Grievant Signature Date

Ann Nallman 5.15.07
~~IGC~~ Signature Date
IGA

Served by: 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.

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GREENE LCI-0703-04

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 August 6, 1999 and that you are still participating in this project.

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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GREENE LCI-0703-04

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 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 NEHEMIAH GREENE, #243339

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 761.09 hours in 1999 at $9.68 per hour; 2464.96 hours in 2000 at $10.66 per hour; 1495.32 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 10,630.83 plus nours* 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.

Nehemiah Greene (Grievant Signature) Feb 4, 2006 (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1116-1118; 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 2	GRANT, HOWARD	255473	C B 52	1	5/7/01	5/2/03
MI 3	GRANT, HOWARD	255473	C B 52	1	10/22/03	6/24/04
	GRANT, JERRY	270944	S B 37	1	1/8/01	1/16/01
	GRANT, JOHN	265647	A B 35	2	3/27/02	6/6/02
	GRANT, ROBERT	214220	C A 33	1	10/16/00	11/7/00
	GRAY, JOHN	170859	M X 0	2	12/15/00	12/20/01
	GREEN, ANTHONY	153542	C A 5	1	8/6/99	6/30/00
	GREEN, CLARK	276929	C A 2	1	8/24/01	5/31/02
MI 3	GREEN, J.	257963	C A 0	0		1/3/00
	GREEN, JEROME	228460	C B 20	1	6/29/00	12/20/00
MO IE	GREEN, LARRY	283976	C B 20	2	6/21/02	9/27/02
MI 3	GREEN, LAWRENCE	244899	C A 58	1	3/29/00	2/6/04
	GREEN, PERCY	255270	C A 2	2	10/1/99	7/11/01
	GREEN, RODNEY	228648	C B 1	1	5/31/00	8/8/00
MI 2	GREEN, WILLIE "POP"	210439	C B 23	2	3/11/02	12/11/02
MI 3	GREENE, NEHEMIAH	243339	C A 61	1	8/6/99	6/24/04
MI 3	GREGORY, LUTHER	272773	C A 42	2	8/17/01	12/10/02
MI 3	GREGORY, MARSHALL	201594	C B 2	1	9/25/02	6/26/03
	GREGORY, MARSHALL	258406	S A 31	1	6/19/00	9/15/00
MI 2	GREGORY, ROBERT	276585	C A 49	1	8/10/01	5/8/02
MI 2	GREGORY, ROBERT	276585	C B 24	1	4/13/04	5/26/04
MI 2	GRIFFIN, TIMOTHY	260130	C A 33	1	10/1/99	6/27/00
	GRIGG, RONALD	229407	C 0	1	1/10/00	5/17/00
	GRIMBALL, HERBERT	247810	E B 26	1	2/15/01	3/5/01
MI 3	GROOMS, GARY	283860	C B 63	1	7/17/02	6/24/04
	GROSCOST, TODD	276346	S B 53	1	8/17/01	6/12/02
ME 2	GRUBBS, JOHN	238218	A A 9	1	10/8/02	10/14/02
MI 3	GUITERREZ, ROBERTO	276285	C B 47	1	8/14/01	11/12/03
MI 2	GUTHERY, RANDY	222460	C B 63	2	5/13/02	12/11/02
	GUYTON, JIMMY	260283	C B 30	1	2/28/00	7/11/00
	HAAS, WILLIAM	262879	C A 31	1	1/18/00	7/25/00
	HALL, GEORGE	124564	S B 46	1	1/12/01	1/14/02
	HAMBRICK, MARCUS	217263	A A 53	1	6/6/00	6/30/00
	HAMILTON, DWAINE	232169	S B 40	1	7/30/01	3/7/02
ME 3	HAMMETT, JASON	234196	A A 11	2	9/18/02	10/1/02
	HAMPTON, CHARLES	222428	C A 33	1	9/27/01	10/17/01
	HAMPTON, NELSON	237819	C A 19	1	12/1/00	3/5/01
MI 3	HAMPTON, NELSON	286427	W D 191	3	4/14/04	6/11/04
	HANKS, CHRIS	251476	C 0	1	3/14/00	4/3/00
MI 2	HANNA, STEVIE	228978	C B 24	1	4/5/02	10/31/02
MI 3	HANSON, JEFFERY	281070	C B 20	1	3/27/02	9/10/02
	HARDIN, CLAUDIES	265923	E B 26	1	3/2/01	3/19/01
	HARDY, WILLIAM	191196	C B 50	1	4/15/01	11/29/01
MI 3	HARE, WILLIE	256641	C A 62	1	3/6/99	6/26/03
	HARLEN, WAYNE (*)	245705	C A 19	1	7/9/01	1/8/02
	HARPS, ANTHONY	170697	S A 42	1	10/19/01	1/9/02

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June 2004

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

Ackerman 5-6-11 2100

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
255270	GREEN,JR.	PERCY	ALLEN	20010212	0.50	105.23	52.61
255270	GREEN,JR.	PERCY	ALLEN	20010226	0.50	101.25	50.62
255270	GREEN,JR.	PERCY	ALLEN	20010312	0.50	112.50	56.25
255270	GREEN,JR.	PERCY	ALLEN	20010326	0.50	124.07	62.03
255270	GREEN,JR.	PERCY	ALLEN	20010409	0.50	116.25	58.12
255270	GREEN,JR.	PERCY	ALLEN	20010423	0.50	112.50	56.25
255270	GREEN,JR.	PERCY	ALLEN	20010507	0.50	112.50	56.25
255270	GREEN,JR.	PERCY	ALLEN	20010521	0.50	117.06	58.53
255270	GREEN,JR.	PERCY	ALLEN	20010604	0.50	90.00	45.00
255270	GREEN,JR.	PERCY	ALLEN	20010618	0.50	112.50	56.25
255270	GREEN,JR.	PERCY	ALLEN	20010702	0.50	112.50	56.25
255270	GREEN,JR.	PERCY	ALLEN	20010716	0.50	95.25	47.62
243339	GREENE	NEHEMIAH		19990816	0.50	56.00	28.00
243339	GREENE	NEHEMIAH		19990816	0.70	8.00	5.60
243339	GREENE	NEHEMIAH		19990830	0.50	76.75	38.37
243339	GREENE	NEHEMIAH		19990830	0.70	2.50	1.75
243339	GREENE	NEHEMIAH		19990913	0.50	62.00	31.00
243339	GREENE	NEHEMIAH		19990913	0.70	14.50	10.15
243339	GREENE	NEHEMIAH		19990927	0.50	55.00	27.50
243339	GREENE	NEHEMIAH		19990927	0.70	18.75	13.12
243339	GREENE	NEHEMIAH		19991011	0.50	75.00	37.50
243339	GREENE	NEHEMIAH		19991011	0.55	7.00	3.85
243339	GREENE	NEHEMIAH		19991025	0.50	70.75	35.37
243339	GREENE	NEHEMIAH		19991108	0.50	75.00	37.50
243339	GREENE	NEHEMIAH		19991122	0.50	67.00	33.50
243339	GREENE	NEHEMIAH		19991206	0.50	50.78	25.39
243339	GREENE	NEHEMIAH		19991220	0.50	74.55	37.27
243339	GREENE	NEHEMIAH		19991220	0.55	7.50	4.12
243339	GREENE	NEHEMIAH		19991220	2.50	2.00	5.00
243339	GREENE	NEHEMIAH		20000103	0.50	33.48	16.74
243339	GREENE	NEHEMIAH		20000103	0.55	4.53	2.49
243339	GREENE	NEHEMIAH		20000117	0.50	75.00	37.50
243339	GREENE	NEHEMIAH		20000117	0.55	2.05	1.12
243339	GREENE	NEHEMIAH		20000131	0.35	56.70	19.84
243339	GREENE	NEHEMIAH		20000214	0.50	75.00	37.50
243339	GREENE	NEHEMIAH		20000214	0.80	6.50	5.20
243339	GREENE	NEHEMIAH		20000228	0.50	67.50	33.75
243339	GREENE	NEHEMIAH		20000228	1.05	15.00	15.75
243339	GREENE	NEHEMIAH		20000313	0.65	74.48	48.41
243339	GREENE	NEHEMIAH		20000327	0.65	75.00	48.75
243339	GREENE	NEHEMIAH		20000327	1.00	10.00	10.00
243339	GREENE	NEHEMIAH		20000410	0.65	69.33	45.06
243339	GREENE	NEHEMIAH		20000410	1.00	7.50	7.50
243339	GREENE	NEHEMIAH		20000424	0.65	74.50	48.42
243339	GREENE	NEHEMIAH		20000508	0.65	75.00	48.75
243339	GREENE	NEHEMIAH		20000508	0.75	11.68	8.76
243339	GREENE	NEHEMIAH		20000508	0.25	7.05	1.76
243339	GREENE	NEHEMIAH		20000522	0.65	67.50	43.87
243339	GREENE	NEHEMIAH		20000522	0.75	5.35	4.01
243339	GREENE	NEHEMIAH		20000522	0.25	7.50	1.87
243339	GREENE	NEHEMIAH		20000605	0.65	67.50	43.87
243339	GREENE	NEHEMIAH		20000605	0.75	1.50	1.12
243339	GREENE	NEHEMIAH		20000619	0.65	73.13	47.53
243339	GREENE	NEHEMIAH		20000703	0.65	60.00	39.00

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June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
243339	GREENE	NEHEMIAH		20000703	0.75	10.37	7.77
243339	GREENE	NEHEMIAH		20000703	0.35	4.62	1.61
243339	GREENE	NEHEMIAH		20000717	0.50	113.60	56.80
243339	GREENE	NEHEMIAH		20000731	0.50	156.33	78.16
243339	GREENE	NEHEMIAH		20000814	0.50	87.50	43.75
243339	GREENE	NEHEMIAH		20000828	0.50	97.50	48.75
243339	GREENE	NEHEMIAH		20000911	0.50	81.29	40.64
243339	GREENE	NEHEMIAH		20000925	0.50	132.31	66.15
243339	GREENE	NEHEMIAH		20001009	0.50	108.42	54.21
243339	GREENE	NEHEMIAH		20001023	0.50	116.00	58.00
243339	GREENE	NEHEMIAH		20001106	0.50	134.65	67.32
243339	GREENE	NEHEMIAH		20001120	0.50	117.50	58.75
243339	GREENE	NEHEMIAH		20001204	0.50	81.40	40.70
243339	GREENE	NEHEMIAH		20001218	0.50	188.27	94.13
243339	GREENE	NEHEMIAH		20010101	0.50	50.43	25.21
243339	GREENE	NEHEMIAH		20010115	0.50	96.21	48.10
243339	GREENE	NEHEMIAH		20010129	0.50	77.00	38.50
243339	GREENE	NEHEMIAH		20010212	0.50	110.22	55.11
243339	GREENE	NEHEMIAH		20010226	0.50	107.91	53.95
243339	GREENE	NEHEMIAH		20010312	0.50	119.75	59.87
243339	GREENE	NEHEMIAH		20010326	0.50	130.09	65.04
243339	GREENE	NEHEMIAH		20010409	0.50	142.04	71.02
243339	GREENE	NEHEMIAH		20010423	0.50	104.21	52.10
243339	GREENE	NEHEMIAH		20010507	0.50	115.88	57.94
243339	GREENE	NEHEMIAH		20010521	0.50	150.78	75.39
243339	GREENE	NEHEMIAH		20010604	0.50	106.06	53.03
243339	GREENE	NEHEMIAH		20010618	0.50	103.72	51.86
243339	GREENE	NEHEMIAH		20010702	0.50	131.45	65.72
243339	GREENE	NEHEMIAH		20010716	0.50	121.02	60.51
243339	GREENE	NEHEMIAH		20010730	0.50	154.10	77.05
243339	GREENE	NEHEMIAH		20010813	0.50	161.75	80.87
243339	GREENE	NEHEMIAH		20010827	0.50	160.86	80.43
243339	GREENE	NEHEMIAH		20010910	0.50	163.19	81.59
243339	GREENE	NEHEMIAH		20010924	0.50	180.38	90.19
243339	GREENE	NEHEMIAH		20011008	0.50	171.85	85.92
243339	GREENE	NEHEMIAH		20011022	0.50	165.46	82.73
243339	GREENE	NEHEMIAH		20011105	0.50	131.04	65.52
243339	GREENE	NEHEMIAH		20011119	0.50	121.76	60.88
243339	GREENE	NEHEMIAH		20011203	0.50	144.66	72.33
243339	GREENE	NEHEMIAH		20011217	0.50	205.24	102.62
243339	GREENE	NEHEMIAH		20011231	0.50	71.41	35.70
243339	GREENE	NEHEMIAH		20020114	0.50	122.58	61.29
243339	GREENE	NEHEMIAH		20020128	0.50	137.50	68.75
243339	GREENE	NEHEMIAH		20020211	0.50	151.56	75.78
243339	GREENE	NEHEMIAH		20020225	0.50	141.95	70.97
243339	GREENE	NEHEMIAH		20020311	0.50	147.36	73.68
243339	GREENE	NEHEMIAH		20020325	0.50	176.76	88.38
243339	GREENE	NEHEMIAH		20020408	0.50	136.90	68.45
243339	GREENE	NEHEMIAH		20020422	0.50	131.62	65.81
243339	GREENE	NEHEMIAH		20020506	0.50	137.21	68.60
243339	GREENE	NEHEMIAH		20020520	0.50	133.25	66.62
243339	GREENE	NEHEMIAH		20020603	0.50	122.30	61.15
243339	GREENE	NEHEMIAH		20020617	0.50	131.90	65.95
243339	GREENE	NEHEMIAH		20020701	0.50	134.33	67.16

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
243339	GREENE	NEHEMIAH		20020715	0.50	112.86	56.43
243339	GREENE	NEHEMIAH		20020729	0.50	134.51	67.25
243339	GREENE	NEHEMIAH		20020812	0.50	148.70	74.35
243339	GREENE	NEHEMIAH		20020826	0.50	146.13	73.06
243339	GREENE	NEHEMIAH		20020909	0.50	139.28	69.64
243339	GREENE	NEHEMIAH		20020923	0.50	192.66	96.33
243339	GREENE	NEHEMIAH		20021007	0.50	160.13	80.06
243339	GREENE	NEHEMIAH		20021021	0.50	142.50	71.25
243339	GREENE	NEHEMIAH		20021104	0.50	132.15	66.07
243339	GREENE	NEHEMIAH		20021118	0.50	147.75	73.87
243339	GREENE	NEHEMIAH		20021202	0.50	128.25	64.12
243339	GREENE	NEHEMIAH		20021216	0.50	138.25	69.12
243339	GREENE	NEHEMIAH		20021230	0.50	84.27	42.13
243339	GREENE	NEHEMIAH		20030113	0.50	110.35	55.17
243339	GREENE	NEHEMIAH		20030127	0.50	124.98	62.49
243339	GREENE	NEHEMIAH		20030210	0.50	141.68	70.84
243339	GREENE	NEHEMIAH		20030224	0.50	132.56	66.28
243339	GREENE	NEHEMIAH		20030310	0.50	142.61	71.30
243339	GREENE	NEHEMIAH		20030324	0.50	142.08	71.04
243339	GREENE	NEHEMIAH		20030407	0.50	139.18	69.59
243339	GREENE	NEHEMIAH		20030421	0.50	138.80	69.40
243339	GREENE	NEHEMIAH		20030505	0.50	113.53	56.76
243339	GREENE	NEHEMIAH		20030519	0.50	156.48	78.24
243339	GREENE	NEHEMIAH		20030602	0.50	131.01	65.50
243339	GREENE	NEHEMIAH		20030616	0.50	152.31	76.15
243339	GREENE	NEHEMIAH		20030630	0.50	142.50	71.25
243339	GREENE	NEHEMIAH		20030714	0.50	136.08	68.04
243339	GREENE	NEHEMIAH		20030728	0.50	134.27	67.13
243339	GREENE	NEHEMIAH		20030811	0.50	129.39	64.69
243339	GREENE	NEHEMIAH		20030825	0.50	151.20	75.60
243339	GREENE	NEHEMIAH		20030908	0.50	130.74	65.37
243339	GREENE	NEHEMIAH		20030922	0.50	145.90	72.95
243339	GREENE	NEHEMIAH		20031006	0.50	86.24	43.12
243339	GREENE	NEHEMIAH		20031020	0.50	144.40	72.20
243339	GREENE	NEHEMIAH		20031103	0.50	123.34	61.67
243339	GREENE	NEHEMIAH		20031117	0.50	150.43	75.21
243339	GREENE	NEHEMIAH		20031201	0.50	129.90	64.95
243339	GREENE	NEHEMIAH		20031215	0.50	120.66	60.33
243339	GREENE	NEHEMIAH		20031229	0.50	151.54	75.77
243339	GREENE	NEHEMIAH		20040112	0.50	65.73	32.86
243339	GREENE	NEHEMIAH		20040126	0.50	133.64	66.82
243339	GREENE	NEHEMIAH		20040209	0.50	156.49	78.24
243339	GREENE	NEHEMIAH		20040223	0.50	146.50	73.25
243339	GREENE	NEHEMIAH		20040308	0.50	162.54	81.27
243339	GREENE	NEHEMIAH		20040322	0.50	156.67	78.33
243339	GREENE	NEHEMIAH		20040405	0.50	155.45	77.72
243339	GREENE	NEHEMIAH		20040419	0.50	146.32	73.16
243339	GREENE	NEHEMIAH		20040503	0.50	158.33	79.16
243339	GREENE	NEHEMIAH		20040517	0.50	165.42	82.71
243339	GREENE	NEHEMIAH		20040531	0.50	116.20	58.10
201594	GREGORY	MARSHALL	LEE	20021021	0.50	43.84	21.92
201594	GREGORY	MARSHALL	LEE	20021104	0.50	43.39	21.69
201594	GREGORY	MARSHALL	LEE	20021118	0.50	46.86	23.43
201594	GREGORY	MARSHALL	LEE	20021202	0.50	49.53	24.76

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

ACADEMIC EXPERIENCE

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

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

RECEIVED
JUN 12 2007
INMATE GRIEVANCE
5-31-07

Office Use Only
Grievance No. LCI-0703-04
Code: General MV
Policy
Disc. Hear.
Class.
Date Received 5/31
IGC Initials J.R.
✔ IGA - ABH 7-13-07

INMATE NAME: Nehemiah Greene
SCDC NUMBER: 243339
INSTITUTION: Lieber
HOUSING UNIT: Wando B 234
WORK ASSIGNMENT: P.I. #2

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 procedures. Grievants in corporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney, Douglas Westbrook on 9-22-04

Nehemiah Greene 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.

Nehemiah Greene 8/8/07 Grievant Signature Date
Lawrence 8/8/07 IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2470

Ackerman 5-6-11 2107

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.

2471

GREENE LCI-0703-04

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 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 voluntary participation in the prison industries project at Lieber began on August 6, 1999 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 over five (5) years year after SCDC first paid you for your participation in the project located at Lieber and over 30 days after 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.

2472

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Nehemiah Greene, #243339,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04-

GRIEVANCE NO.:

Notice is hereby given that Nehemiah Greene does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-8-07, 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

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

Signed
8-16-07
Dated

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

2473

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
NEHEMIAH GREENE, #243339	)	
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

2474

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber0716-04
Code: General DM
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials

INMATE NAME: Grooms, Gary
SCDC NUMBER: #283860
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper E-63
WORK ASSIGNMENT: PI-2

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, Williams Tech/Lieber were required by South Carolina 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, Williams Tech/Lieber were required to pay IE's the negotiated wage of $4.00/hr.(Statutes at Large,No.66,§37.31,eff.July 1, 2001 Exh.B,C). In fact, Williams Tech/Lieber's policy was to pay IE's, in most cases, under $1.00/hr. The September 30,1998 contract specifying a wage of $4.00/hr. the names and employment periods of all 1000+ 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 rate for 1999 to July 2001 and at $4.00/hr. 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 judgement interest, costs, and attorney fees.~~

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

IE's have verbally requested Williams Tech/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 South Carolina Supreme Court held in the Adkins and Wicker cases that §24-3-430's IE's could file a grievance for back wages.

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

2475

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 2112

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: 11/3/04

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.

2476

J/M B/Brooms #283860 LCI 026-04

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.

2477

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.

2478

AMENDMENT TO GRIEVANCE OF GARY L. GROOMS, #283860

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 4199.77 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, 0783; C, 0081,0086; F, 1121-1122; 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.

2479

11-8-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Groom, Gary

SCDC NUMBER: 283800 NOV 08 2004

INSTITUTION: Lieber Corr. Inst. PP

HOUSING UNIT: Cooper B-63

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI 0760-04
Code: General MM
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.

Grievant Signature 11/3/04 Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

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)

2480

MACDOUGALL

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

11-8-04 A-2 P.E

INMATE NAME: Grooms, Gary

SCDC NUMBER: 283860 NOV 08 2004

INSTITUTION: Lieber Correctional PP

HOUSING UNIT: Dorm B-01 MCCI

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI 0760-04
Code: General M4
Policy
Disc. Hear
Class.
Date Received
IGC Initials

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

Asking and Hicker to require payment of prevailing wages. Grievants were employed by ACI and SCDC was still "owing" in paying our wages. Asking and Hicker further allow this issue of payment of wages under S.C.Code Ann.[illegible] to be grieved pursuant to SCDC's grievance procedure. Grievant incorporated by reference all exhibits attached to grievance filed by Darrell Williams and attorney Douglas Hoffman on 5/22/07.

Grievant Signature 11/3/04 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.

Grievant Signature 5/22/07 Date

IGC Signature Regina Ramey 5/22/07 Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2481

Lieber PI Back Wage Claim Step 2 Response

Inmate Name	SCDC #	Grievance #
Grooms, Gary	283860	LCI-0766-04

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 July 17, 2002 and that your participation in this project ended on March 23, 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

Inmate Name	SCDC #	Grievance #
Grooms, Gary	283860	LCI-0766-04

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 14 months 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.

Inmate Name	SCDC #	Grievance #
Grooms, Gary	283860	LCI-0766-04

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 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

Inmate Name	SCDC #	Grievance #
Grooms, Gary	283860	LCI-0766-04

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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Gary Grooms, #283860

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Gary Grooms does hereb 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 th 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 thu due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amend- ments 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(worked and any overtime due. 9. Grievant claims back wages, pre/post judgment int- erest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Gary Grooms
Appellant's Name

MacDougal C.I.
Mailing Address

1516 Old Gilliard Rd.

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-08
Dated

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

(See reverse side for instructions)

2486

Ackerman 5-6-11 2123

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
GARY GROOMS, #283860	)	
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

2487

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Nelson Hampton
SCDC NUMBER: 286427 / 237619
INSTITUTION: Lieber
HOUSING UNIT: Wanglo D 191 ✓
WORK ASSIGNMENT: Dorm

Office Use Only
Grievance No. Lieber 0631-04
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 receive 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 Wages as under South Carolina Code Ann. Sec. 24-3-430(A-F) 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 ordered to file Grievance by court Wicker V. S.C.D.C Adkins V. S.C.D.C.

Nelson Hampton 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carrone 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. 2488

Grievant Signature Date

SCDC 10-5 (Rev November 1997)

Ackerman 5-6-11 2125

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.

Nelson Hampton 10/29/04
Grievant Signature Date

IGC Signature 10/29/04
Date

~~He will speak to this atty before any decision is made~~ Changed his mind

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.

2489

Dinnate N. Hampton, #237819 LCI 0631-04

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.

2490

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.

2491

AMENDMENT TO GRIEVANCE OF NELSON HAMPTON, #237819/286427

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; 12.54 hours in 2000 at $10.66 per hour; 348.88 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.

Nelson Hampton 10/12/05
(Grievant Signature) (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1126; 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.

2492

AMENDMENT TO GRIEVANCE OF NELSON HAMPTON, #237819/286427

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Nelson Hampton 10/12/05
(Grievant Signature) (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1126; 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 2	GRANT, HOWARD	255473	C B 52	1	5/7/01	5/2/03
MI 3	GRANT, HOWARD	255473	C B 52	1	10/22/03	6/24/04
	GRANT, JERRY	270944	S B 37	1	1/8/01	1/16/01
	GRANT, JOHN	265647	A B 35	2	3/27/02	6/6/02
	GRANT, ROBERT	214220	C A 33	1	10/16/00	11/7/00
	GRAY, JOHN	170859	M X 0	2	12/15/00	12/20/01
	GREEN, ANTHONY	153542	C A 5	1	8/6/99	6/30/00
	GREEN, CLARK	276929	C A 2	1	8/24/01	5/31/02
MI 3	GREEN, J.	257963	C A 0	0		1/3/00
	GREEN, JEROME	228460	C B 20	1	6/29/00	12/20/00
MO 1E	GREEN, LARRY	283976	C B 20	2	6/21/02	9/27/02
MI 3	GREEN, LAWRENCE	244899	C A 58	1	3/29/00	2/6/04
	GREEN, PERCY	255270	C A 2	2	10/1/99	7/11/01
	GREEN, RODNEY	228648	C B 1	1	5/31/00	8/8/00
MI 2	GREEN, WILLIE "POP"	210439	C B 23	2	3/11/02	12/11/02
MI 3	GREENE, NEHEMIAH	243339	C A 61	1	8/6/99	6/24/04
MI 3	GREGORY, LUTHER	272773	C A 42	2	8/17/01	12/10/02
MI 3	GREGORY, MARSHALL	201594	C B 2	1	9/25/02	6/26/03
	GREGORY, MARSHALL	258406	S A 31	1	6/19/00	9/15/00
MI 2	GREGORY, ROBERT	276585	C A 49	1	8/10/01	5/8/02
MI 2	GREGORY, ROBERT	276585	C B 24	1	4/13/04	5/26/04
MI 2	GRIFFIN, TIMOTHY	260130	C A 33	1	10/1/99	6/27/00
	GRIGG, RONALD	229407	C 0	1	1/10/00	5/17/00
	GRIMBALL, HERBERT	247810	E B 26	1	2/15/01	3/5/01
MI 3	GROOMS, GARY	283860	C B 63	1	7/17/02	6/24/04
	GROSCOST, TODD	276346	S B 53	1	8/17/01	6/12/02
ME 2	GRUBBS, JOHN	238218	A A 9	1	10/8/02	10/14/02
MI 3	GUITERREZ, ROBERTO	276285	C B 47	1	8/14/01	11/12/03
MI 2	GUTHERY, RANDY	222460	C B 63	2	5/13/02	12/11/02
	GUYTON, JIMMY	260283	C B 30	1	2/28/00	7/11/00
	HAAS, WILLIAM	262879	C A 31	1	1/18/00	7/25/00
	HALL, GEORGE	124564	S B 46	1	1/12/01	1/14/02
	HAMBRICK, MARCUS	217263	A A 53	1	6/6/00	6/30/00
	HAMILTON, DWAINE	232169	S B 40	1	7/30/01	3/7/02
ME 3	HAMMETT, JASON	234196	A A 11	2	9/18/02	10/1/02
	HAMPTON, CHARLES	222428	C A 33	1	9/27/01	10/17/01
	HAMPTON, NELSON	237819	C A 19	1	12/1/00	3/5/01
MI 3	HAMPTON, NELSON	286427	WD191	3	4/14/04	6/11/04
	HANKS, CHRIS	251476	C 0	1	3/14/00	4/3/00
MI 2	HANNA, STEVIE	228978	C B 24	1	4/5/02	10/31/02
MI 3	HANSON, JEFFERY	281070	C B 20	1	3/27/02	9/10/02
	HARDIN, CLAUDIES	265923	E B 26	1	3/2/01	3/19/01
	HARDY, WILLIAM	191196	C B 50	1	4/15/01	11/29/01
MI 3	HARE, WILLIE	256641	C A 62	1	8/6/99	6/26/03
	HARLEN, WAYNE (*)	245705	C A 19	1	7/9/01	1/8/02
	HARPS, ANTHONY	170697	S A 42	1	10/19/01	1/9/02

PLAINTIFF'S EXHIBIT A

A - 0783
June 2004

2494

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

2495

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
259153	HAMPTON	JERRY		19991011	0.35	64.50	22.57
259153	HAMPTON	JERRY		19991011	0.55	3.50	1.92
259153	HAMPTON	JERRY		19991025	0.35	46.75	16.36
259153	HAMPTON	JERRY		19991108	0.35	13.75	4.81
237819	HAMPTON	NELSON		20010101	0.50	12.54	6.27
237819	HAMPTON	NELSON		20010115	0.50	51.02	25.51
237819	HAMPTON	NELSON		20010129	0.50	116.13	58.06
237819	HAMPTON	NELSON		20010212	0.50	76.76	38.38
237819	HAMPTON	NELSON		20010226	0.50	85.28	42.64
237819	HAMPTON	NELSON		20010312	0.50	19.69	9.84
251476	HANKS	CHRISTOPHE		19990830	0.35	18.50	6.47
251476	HANKS	CHRISTOPHE		19990830	0.55	0.50	0.27
228978	HANNA	STEVIE		20020506	0.50	29.68	14.84
228978	HANNA	STEVIE		20020506	0.50	35.46	17.73
228978	HANNA	STEVIE		20020520	0.50	40.28	20.14
228978	HANNA	STEVIE		20020603	0.50	42.08	21.04
228978	HANNA	STEVIE		20020617	0.50	62.82	31.41
228978	HANNA	STEVIE		20020701	0.50	63.75	31.87
228978	HANNA	STEVIE		20020715	0.50	51.97	25.98
228978	HANNA	STEVIE		20020729	0.50	74.79	37.39
228978	HANNA	STEVIE		20020812	0.50	83.54	41.77
228978	HANNA	STEVIE		20020826	0.50	38.44	19.22
228978	HANNA	STEVIE		20020909	0.50	39.43	19.71
228978	HANNA	STEVIE		20020923	0.50	81.14	40.57
228978	HANNA	STEVIE		20021007	0.50	89.89	44.94
228978	HANNA	STEVIE		20021021	0.50	130.95	65.47
228978	HANNA	STEVIE		20021104	0.50	120.27	60.13
281070	HANSON	JEFFREY	A.	20020408	0.50	25.18	12.59
281070	HANSON	JEFFREY	A.	20020422	0.50	60.09	30.04
281070	HANSON	JEFFREY	A.	20020506	0.50	71.10	35.55
281070	HANSON	JEFFREY	A.	20020520	0.50	78.09	39.04
281070	HANSON	JEFFREY	A.	20020603	0.50	82.38	41.19
281070	HANSON	JEFFREY	A.	20020617	0.50	89.47	44.73
281070	HANSON	JEFFREY	A.	20020701	0.50	72.12	36.06
281070	HANSON	JEFFREY	A.	20020715	0.50	76.87	38.43
281070	HANSON	JEFFREY	A.	20020729	0.50	89.98	44.99
281070	HANSON	JEFFREY	A.	20020812	0.50	91.54	45.77
281070	HANSON	JEFFREY	A.	20020826	0.50	90.52	45.26
281070	HANSON	JEFFREY	A.	20020909	0.50	76.92	38.46
281070	HANSON	JEFFREY	A.	20020923	0.50	17.40	8.70
265923	HARDIN	CLAUDIS		20010312	0.50	19.46	9.73
265923	HARDIN	CLAUDIS		20010326	0.50	4.84	2.42
191196	HARDY	WILLIAM	L.	20010521	0.50	54.50	27.25
191196	HARDY	WILLIAM	L.	20010604	0.50	41.66	20.83
191196	HARDY	WILLIAM	L.	20010618	0.50	39.20	19.60
191196	HARDY	WILLIAM	L.	20010702	0.50	67.58	33.79
191196	HARDY	WILLIAM	L.	20010716	0.50	77.43	38.71
191196	HARDY	WILLIAM	L.	20010730	0.50	36.45	18.22
191196	HARDY	WILLIAM	L.	20010813	0.50	56.56	28.28
191196	HARDY	WILLIAM	L.	20010827	0.50	74.80	37.40
191196	HARDY	WILLIAM	L.	20010910	0.50	80.48	40.24
191196	HARDY	WILLIAM	L.	20010924	0.50	117.77	58.88
191196	HARDY	WILLIAM	L.	20011008	0.50	112.50	56.25
191196	HARDY	WILLIAM	L.	20011022	0.50	89.78	44.89

PLAINTIFF'S EXHIBIT
F
2497

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

ACADEMIC EXPERIENCE

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

2500

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Nelson Hampton
SCDC NUMBER: 286427/237819
INSTITUTION: ~~Lieber~~ EVANS NOV 04 2004
HOUSING UNIT: Wando D 191 PP
WORK ASSIGNMENT: Cafe

Office Use Only
Grievance No. LCI 0631-04
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. Grievant 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 S.C. Code 24-3-430 to be grieved pursuant to S.C.D.C.'s grievant procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9-22-04

Nelson Hampton 10/29/04
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.

Nelson Hampton 5/18/07
Grievant Signature Date

A Shyper 5.18.07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2501

Ackerman 5-6-11 2138

HAMPTON LCI-0631-04

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 you began participating in the prison industries project at Lieber on December 1, 2000 and that your participation in this project ended on March 5, 2001.

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

2502

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 four (4) years after SCDC first paid you for your participation in the project located at Lieber, over 3 ½ 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.

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.

2503

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.

2504

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Nelson Hampton, #286427,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07-ALJ-04-_____-____

GRIEVANCE NO.: _____

Notice is hereby given that Nelson Hampton 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.

Nelson Hampton
Appellant's Name

Evans C.I.
610 Hy 9 West
Mailing Address

Bennettsville, SC 29512
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

2505

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
NELSON HAMPTON, #286427	)	
	)	
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

2506

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0469-04
Code: General NM
Policy
Disc. Hear.
Class.
Date Received SEP 23 2004
IGC Initials LC

INMATE NAME: Willie Hare
SCDC NUMBER: 256641
INSTITUTION: Lieber
HOUSING UNIT: Cooper A1D ✓
WORK ASSIGNMENT: Dorm Worker

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 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. S.C.D.C Adkins V. S.C.D.C

Willie C. Hare 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

G 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)

2507

Ackerman 5-6-11 2144

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 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.

2508

Inmate W. Hare #250641, LC10669-04

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.

2510

AMENDMENT TO GRIEVANCE OF WILLIE HARE, #256641

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 422.53 hours in 1999 at $9.68 per hour; 2872.22 hours in 2000 at $10.66 per hour; 2120.14 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8194.44 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, 0783; C, 0081,0086; F, 1127-1129; 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	GRANT, HOWARD	255473	C B 52	1	5/7/01	5/2/03
MI 3	GRANT, HOWARD	255473	C B 52	1	10/22/03	6/24/04
	GRANT, JERRY	270944	S B 37	1	1/8/01	1/16/01
	GRANT, JOHN	265647	A B 35	2	3/27/02	6/6/02
	GRANT, ROBERT	214220	C A 33	1	10/16/00	11/7/00
	GRAY, JOHN	170859	M X 0	2	12/15/00	12/20/01
	GREEN, ANTHONY	153542	C A 5	1	8/6/99	6/30/00
	GREEN, CLARK	276929	C A 2	1	8/24/01	5/31/02
MI 3	GREEN, J.	257963	C A 0	0		1/3/00
	GREEN, JEROME	228460	C B 20	1	6/29/00	12/20/00
MO IE	GREEN, LARRY	283976	C B 20	2	6/21/02	9/27/02
MI 3	GREEN, LAWRENCE	244899	C A 58	1	3/29/00	2/6/04
	GREEN, PERCY	255270	C A 2	2	10/1/99	7/11/01
	GREEN, RODNEY	228648	C B 1	1	5/31/00	8/8/00
MI 2	GREEN, WILLIE "POP"	210439	C B 23	2	3/11/02	12/11/02
MI 3	GREENE, NEHEMIAH	243339	C A 61	1	8/6/99	6/24/04
MI 3	GREGORY, LUTHER	272773	C A 42	2	8/17/01	12/10/02
MI 3	GREGORY, MARSHALL	201594	C B 2	1	9/25/02	6/26/03
	GREGORY, MARSHALL	258406	S A 31	1	6/19/00	9/15/00
MI 2	GREGORY, ROBERT	276585	C A 49	1	8/10/01	5/8/02
MI 2	GREGORY, ROBERT	276585	C B 24	1	4/13/04	5/26/04
MI 2	GRIFFIN, TIMOTHY	260130	C A 33	1	10/1/99	6/27/00
	GRIGG, RONALD	229407	C 0	1	1/10/00	5/17/00
	GRIMBALL, HERBERT	247810	E B 26	1	2/15/01	3/5/01
MI 3	GROOMS, GARY	283860	C B 63	1	7/17/02	6/24/04
	GROSCOST, TODD	276346	S B 53	1	8/17/01	6/12/02
ME 2	GRUBBS, JOHN	238218	A A 9	1	10/8/02	10/14/02
MI 3	GUITERREZ, ROBERTO	276285	C B 47	1	8/14/01	11/12/03
MI 2	GUTHERY, RANDY	222460	C B 63	2	5/13/02	12/11/02
	GUYTON, JIMMY	260283	C B 30	1	2/28/00	7/11/00
	HAAS, WILLIAM	262879	C A 31	1	1/18/00	7/25/00
	HALL, GEORGE	124564	S B 46	1	1/12/01	1/14/02
	HAMBRICK, MARCUS	217263	A A 53	1	6/6/00	6/30/00
	HAMILTON, DWAINE	232169	S B 40	1	7/30/01	3/7/02
ME 3	HAMMETT, JASON	234196	A A 11	2	9/18/02	10/1/02
	HAMPTON, CHARLES	222428	C A 33	1	9/27/01	10/17/01
	HAMPTON, NELSON	237819	C A 19	1	12/1/00	3/5/01
MI 3	HAMPTON, NELSON	286427	WD191	3	4/14/04	6/11/04
	HANKS, CHRIS	251476	C 0	1	3/14/00	4/3/00
MI 2	HANNA, STEVIE	228978	C B 24	1	4/5/02	10/31/02
MI 3	HANSON, JEFFERY	281070	C B 20	1	3/27/02	9/10/02
	HARDIN, CLAUDIES	265923	E B 26	1	3/2/01	3/19/01
	HARDY, WILLIAM	191196	C B 50	1	4/15/01	11/29/01
MI 3	HARE, WILLIE	256641	C A 62	1	8/6/99	6/26/03
	HARLEN, WAYNE (*)	245705	C A 19	1	7/9/01	1/8/02
	HARPS, ANTHONY	170697	S A 42	1	10/19/01	1/9/02

PLAINTIFF'S EXHIBIT 4

A - 0783
June 2004

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STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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.

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00021

PLAINTIFF'S EXHIBIT

2513

Ackerman 5-6-11 2150

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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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
191196	HARDY	WILLIAM	L.	20011105	0.50	149.05	74.52
191196	HARDY	WILLIAM	L.	20011119	0.50	112.92	56.46
191196	HARDY	WILLIAM	L.	20011203	0.50	92.34	46.17
256641	HARE	WILLIE	RANDOLPH	19991025	0.50	64.00	32.00
256641	HARE	WILLIE	RANDOLPH	19991025	0.55	0.50	0.27
256641	HARE	WILLIE	RANDOLPH	19991108	0.50	75.00	37.50
256641	HARE	WILLIE	RANDOLPH	19991108	0.55	15.50	8.52
256641	HARE	WILLIE	RANDOLPH	19991122	0.50	58.30	29.15
256641	HARE	WILLIE	RANDOLPH	19991122	0.55	7.10	3.90
256641	HARE	WILLIE	RANDOLPH	19991206	0.50	56.40	28.20
256641	HARE	WILLIE	RANDOLPH	19991206	0.55	5.00	2.75
256641	HARE	WILLIE	RANDOLPH	19991220	0.50	74.48	37.24
256641	HARE	WILLIE	RANDOLPH	19991220	0.55	22.50	12.37
256641	HARE	WILLIE	RANDOLPH	19991220	2.50	2.00	5.00
256641	HARE	WILLIE	RANDOLPH	20000103	0.50	36.92	18.46
256641	HARE	WILLIE	RANDOLPH	20000103	0.55	4.83	2.65
256641	HARE	WILLIE	RANDOLPH	20000117	0.55	7.50	4.12
256641	HARE	WILLIE	RANDOLPH	20000117	0.50	75.00	37.50
256641	HARE	WILLIE	RANDOLPH	20000117	0.55	4.93	2.71
256641	HARE	WILLIE	RANDOLPH	20000117	0.50	15.00	7.50
256641	HARE	WILLIE	RANDOLPH	20000117	0.55	2.00	1.10
256641	HARE	WILLIE	RANDOLPH	20000131	0.50	64.93	32.46
256641	HARE	WILLIE	RANDOLPH	20000131	0.55	7.50	4.12
256641	HARE	WILLIE	RANDOLPH	20000214	0.60	74.25	44.55
256641	HARE	WILLIE	RANDOLPH	20000214	0.80	6.50	5.20
256641	HARE	WILLIE	RANDOLPH	20000214	0.55	7.50	4.12
256641	HARE	WILLIE	RANDOLPH	20000214	0.55	5.50	3.02
256641	HARE	WILLIE	RANDOLPH	20000214	0.10	64.93	6.49
256641	HARE	WILLIE	RANDOLPH	20000228	0.60	67.50	40.50
256641	HARE	WILLIE	RANDOLPH	20000228	1.05	15.00	15.75
256641	HARE	WILLIE	RANDOLPH	20000313	0.75	74.37	55.77
256641	HARE	WILLIE	RANDOLPH	20000313	0.75	6.50	4.87
256641	HARE	WILLIE	RANDOLPH	20000327	0.75	75.00	56.25
256641	HARE	WILLIE	RANDOLPH	20000327	1.00	10.00	10.00
256641	HARE	WILLIE	RANDOLPH	20000327	1.00	7.50	7.50
256641	HARE	WILLIE	RANDOLPH	20000410	0.75	75.00	56.25
256641	HARE	WILLIE	RANDOLPH	20000410	0.75	1.90	1.42
256641	HARE	WILLIE	RANDOLPH	20000410	1.00	15.00	15.00
256641	HARE	WILLIE	RANDOLPH	20000424	0.75	75.00	56.25
256641	HARE	WILLIE	RANDOLPH	20000424	0.75	5.36	4.02
256641	HARE	WILLIE	RANDOLPH	20000424	0.25	12.88	3.22
256641	HARE	WILLIE	RANDOLPH	20000508	0.75	75.00	56.25
256641	HARE	WILLIE	RANDOLPH	20000508	0.75	19.50	14.62
256641	HARE	WILLIE	RANDOLPH	20000508	0.25	14.27	3.56
256641	HARE	WILLIE	RANDOLPH	20000522	0.75	67.50	50.62
256641	HARE	WILLIE	RANDOLPH	20000522	0.75	23.58	17.68
256641	HARE	WILLIE	RANDOLPH	20000522	0.25	21.72	5.43
256641	HARE	WILLIE	RANDOLPH	20000605	0.75	67.50	50.62
256641	HARE	WILLIE	RANDOLPH	20000605	0.75	7.12	5.34
256641	HARE	WILLIE	RANDOLPH	20000605	0.25	7.12	1.78
256641	HARE	WILLIE	RANDOLPH	20000703	0.75	60.00	45.00
256641	HARE	WILLIE	RANDOLPH	20000703	0.75	54.90	41.17
256641	HARE	WILLIE	RANDOLPH	20000703	0.25	17.08	4.27
256641	HARE	WILLIE	RANDOLPH	20000717	0.50	110.21	55.10

PLAINTIFF'S EXHIBIT
F
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A - 1127
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
256641	HARE	WILLIE	RANDOLPH	20000731	0.50	186.01	93.00
256641	HARE	WILLIE	RANDOLPH	20000814	0.50	98.28	49.14
256641	HARE	WILLIE	RANDOLPH	20000828	0.50	112.50	56.25
256641	HARE	WILLIE	RANDOLPH	20000911	0.50	98.53	49.26
256641	HARE	WILLIE	RANDOLPH	20000925	0.50	159.34	79.67
256641	HARE	WILLIE	RANDOLPH	20001009	0.50	133.68	66.84
256641	HARE	WILLIE	RANDOLPH	20001023	0.50	174.56	87.28
256641	HARE	WILLIE	RANDOLPH	20001106	0.50	159.79	79.89
256641	HARE	WILLIE	RANDOLPH	20001120	0.50	129.47	64.73
256641	HARE	WILLIE	RANDOLPH	20001204	0.50	92.05	46.02
256641	HARE	WILLIE	RANDOLPH	20001218	0.50	130.02	65.01
256641	HARE	WILLIE	RANDOLPH	20010101	0.50	75.94	37.97
256641	HARE	WILLIE	RANDOLPH	20010115	0.50	112.58	56.29
256641	HARE	WILLIE	RANDOLPH	20010129	0.50	143.04	71.52
256641	HARE	WILLIE	RANDOLPH	20010212	0.50	166.36	83.18
256641	HARE	WILLIE	RANDOLPH	20010226	0.50	131.28	65.64
256641	HARE	WILLIE	RANDOLPH	20010312	0.50	164.86	82.43
256641	HARE	WILLIE	RANDOLPH	20010326	0.50	150.86	75.43
256641	HARE	WILLIE	RANDOLPH	20010409	0.50	200.31	100.15
256641	HARE	WILLIE	RANDOLPH	20010423	0.50	127.50	63.75
256641	HARE	WILLIE	RANDOLPH	20010507	0.50	171.10	85.55
256641	HARE	WILLIE	RANDOLPH	20010521	0.50	202.05	101.02
256641	HARE	WILLIE	RANDOLPH	20010604	0.50	173.12	86.56
256641	HARE	WILLIE	RANDOLPH	20010618	0.50	167.91	83.95
256641	HARE	WILLIE	RANDOLPH	20010702	0.50	209.17	104.58
256641	HARE	WILLIE	RANDOLPH	20010716	0.50	192.70	96.35
256641	HARE	WILLIE	RANDOLPH	20010730	0.50	229.53	114.76
256641	HARE	WILLIE	RANDOLPH	20010813	0.50	243.68	121.84
256641	HARE	WILLIE	RANDOLPH	20010827	0.50	246.00	123.00
256641	HARE	WILLIE	RANDOLPH	20010910	0.50	180.19	90.09
256641	HARE	WILLIE	RANDOLPH	20010924	0.50	185.90	92.95
256641	HARE	WILLIE	RANDOLPH	20011008	0.50	219.86	109.93
256641	HARE	WILLIE	RANDOLPH	20011022	0.50	200.96	100.48
256641	HARE	WILLIE	RANDOLPH	20011105	0.50	146.30	73.15
256641	HARE	WILLIE	RANDOLPH	20011119	0.50	152.61	76.30
256641	HARE	WILLIE	RANDOLPH	20011203	0.50	123.94	61.97
256641	HARE	WILLIE	RANDOLPH	20011217	0.50	177.04	88.52
256641	HARE	WILLIE	RANDOLPH	20011231	0.50	71.44	35.72
256641	HARE	WILLIE	RANDOLPH	20020114	0.50	102.90	51.45
256641	HARE	WILLIE	RANDOLPH	20020128	0.50	127.00	63.50
256641	HARE	WILLIE	RANDOLPH	20020211	0.50	144.18	72.09
256641	HARE	WILLIE	RANDOLPH	20020225	0.50	170.47	85.23
256641	HARE	WILLIE	RANDOLPH	20020311	0.50	195.56	97.78
256641	HARE	WILLIE	RANDOLPH	20020325	0.50	201.04	100.52
256641	HARE	WILLIE	RANDOLPH	20020408	0.50	160.44	80.22
256641	HARE	WILLIE	RANDOLPH	20020422	0.50	198.20	99.10
256641	HARE	WILLIE	RANDOLPH	20020506	0.50	200.97	100.48
256641	HARE	WILLIE	RANDOLPH	20020520	0.50	169.19	84.59
256641	HARE	WILLIE	RANDOLPH	20020603	0.50	148.14	74.07
256641	HARE	WILLIE	RANDOLPH	20020617	0.50	151.04	75.52
256641	HARE	WILLIE	RANDOLPH	20020701	0.50	161.44	80.72
256641	HARE	WILLIE	RANDOLPH	20020715	0.50	113.14	56.57
256641	HARE	WILLIE	RANDOLPH	20020729	0.50	150.14	75.07
256641	HARE	WILLIE	RANDOLPH	20020812	0.50	191.76	95.88

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
256641	HARE	WILLIE	RANDOLPH	20020826	0.50	190.68	95.34
256641	HARE	WILLIE	RANDOLPH	20020909	0.50	150.15	75.07
256641	HARE	WILLIE	RANDOLPH	20020923	0.50	163.76	81.88
256641	HARE	WILLIE	RANDOLPH	20021007	0.50	154.41	77.20
256641	HARE	WILLIE	RANDOLPH	20021021	0.50	147.15	73.57
256641	HARE	WILLIE	RANDOLPH	20021104	0.50	156.60	78.30
256641	HARE	WILLIE	RANDOLPH	20021118	0.50	151.55	75.77
256641	HARE	WILLIE	RANDOLPH	20021202	0.50	135.18	67.59
256641	HARE	WILLIE	RANDOLPH	20021216	0.50	137.22	68.61
256641	HARE	WILLIE	RANDOLPH	20021230	0.50	38.26	19.13
256641	HARE	WILLIE	RANDOLPH	20030113	0.50	105.63	52.81
256641	HARE	WILLIE	RANDOLPH	20030127	0.50	124.26	62.13
256641	HARE	WILLIE	RANDOLPH	20030210	0.50	157.50	78.75
256641	HARE	WILLIE	RANDOLPH	20030224	0.50	167.27	83.63
256641	HARE	WILLIE	RANDOLPH	20030310	0.50	118.02	59.01
256641	HARE	WILLIE	RANDOLPH	20030324	0.50	187.47	93.73
256641	HARE	WILLIE	RANDOLPH	20030407	0.50	167.94	83.97
256641	HARE	WILLIE	RANDOLPH	20030421	0.50	155.04	77.52
256641	HARE	WILLIE	RANDOLPH	20030505	0.50	108.63	54.31
256641	HARE	WILLIE	RANDOLPH	20030519	0.50	150.85	75.42
256641	HARE	WILLIE	RANDOLPH	20030602	0.50	131.19	65.59
256641	HARE	WILLIE	RANDOLPH	20030616	0.50	154.51	77.25
256641	HARE	WILLIE	RANDOLPH	20030630	0.50	86.38	43.19
245705	HARLEN	WAYNE	RENA	19991220	0.35	29.62	10.36
245705	HARLEN	WAYNE	RENA	19991220	2.50	2.00	5.00
245705	HARLEN	WAYNE	RENA	20000103	0.35	36.47	12.76
245705	HARLEN	WAYNE	RENA	20000103	0.55	6.85	3.76
245705	HARLEN	WAYNE	RENA	20000117	0.55	7.50	4.12
245705	HARLEN	WAYNE	RENA	20000117	0.35	66.38	23.23
245705	HARLEN	WAYNE	RENA	20000117	0.55	10.67	5.86
245705	HARLEN	WAYNE	RENA	20000117	0.50	7.50	3.75
245705	HARLEN	WAYNE	RENA	20000117	0.55	2.00	1.10
245705	HARLEN	WAYNE	RENA	20000131	0.35	57.80	20.23
245705	HARLEN	WAYNE	RENA	20000214	0.50	75.00	37.50
245705	HARLEN	WAYNE	RENA	20000214	0.80	6.50	5.20
245705	HARLEN	WAYNE	RENA	20000214	0.55	3.53	1.94
245705	HARLEN	WAYNE	RENA	20000228	0.50	65.05	32.52
245705	HARLEN	WAYNE	RENA	20000228	1.05	15.00	15.75
245705	HARLEN	WAYNE	RENA	20000313	0.50	74.32	37.16
245705	HARLEN	WAYNE	RENA	20000327	0.50	69.95	34.97
245705	HARLEN	WAYNE	RENA	20000410	0.50	68.67	34.33
245705	HARLEN	WAYNE	RENA	20000410	0.80	5.00	4.00
245705	HARLEN	WAYNE	RENA	20000424	0.50	75.00	37.50
245705	HARLEN	WAYNE	RENA	20000424	0.55	5.03	2.76
245705	HARLEN	WAYNE	RENA	20000508	0.35	60.88	21.30
245705	HARLEN	WAYNE	RENA	20000522	0.50	63.07	31.53
245705	HARLEN	WAYNE	RENA	20000522	0.25	7.50	1.87
245705	HARLEN	WAYNE	RENA	20000605	0.35	57.20	20.02
245705	HARLEN	WAYNE	RENA	20000703	0.50	60.00	30.00
245705	HARLEN	WAYNE	RENA	20000703	0.55	16.50	9.07
245705	HARLEN	WAYNE	RENA	20000703	0.35	4.73	1.65
245705	HARLEN	WAYNE	RENA	20000717	0.50	96.08	48.04
245705	HARLEN	WAYNE	RENA	20000731	0.50	133.43	66.71
245705	HARLEN	WAYNE	RENA	20000814	0.50	84.69	42.34

PLAINTIFF'S EXHIBIT
F
2577

A - 1129
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.

25/8

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

ACADEMIC EXPERIENCE

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

2-5-19

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

2520

11-7-07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: WILLIE R. HARE

SCDC NUMBER: 256041 NOV 08 2004

INSTITUTION: LIEBER TYRCI pp

HOUSING UNIT: C-A-10

WORK ASSIGNMENT: DORM KEEPER

Office Use Only
Grievance No. LCI 0604-04
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 W.T.I, 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 S.C.D.C.'S GRIEVANCE PROCEDURE. GRIEVANT INCORPORATES BY REFERENCE ALL EXHIBITS ATTACHED TO GRIEVANCES FILED BY DARRELL WILLIAMS AND ATTORNEY DOUGLAS WESTBROOK ON 9-22-04

Willie R. Hare 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 6-19-07
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.

Grievant Signature Date

IGC Signature 6/22/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2521

Ackerman 5-6-11 2158

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.

2522

HARE LCI-0669-04

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 your first voluntary work assignment in the prison industries project at Lieber began on July 30, 1999 and ended June 26, 2003 and that your second voluntary work assignment in this project began on January 21, 2005 and ended May 24, 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 began paying you for your participation in the project located at Lieber during your first work assignment there, nearly 16 months after your first work assignment 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.

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.

2525

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Willie Hare, #256641, Appellant, vs. South Carolina Department of Corrections, Respondent.	NOTICE OF APPEAL DOCKET NO. 07-ALJ-04-_____ GRIEVANCE NO.: _____

Notice is hereby given that Willie Hare does hereby appeal the final decision of the South Carolina Department of Corrections dated 6-19-07 and received on 6-22-07, 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

Willie Hare
Appellant's Name
Tyger River C.I.
200 Prison Rd.
Mailing Address
Enoree, SC 29335
City, State, Zip Code
none
Telephone Number

Signed
6-29-07
Dated

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

2526

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
WILLIE HARE, #256641	)	
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

2527

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: WAYNE HARLEN
SCDC NUMBER: 245705
INSTITUTION: LIEBER.
HOUSING UNIT: Wando B 237 ✓
WORK ASSIGNMENT: KITCHEN.

Office Use Only
Grievance No. Lieber 0653-04
Code: General MY
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 WHEthee I am entitled to RECEIVE back wages which by law are due to ME from working at PRISON idustries PREfrom when they only Paid ME ~~so~~ 35. and not ~~the~~ under PRSvaline Wale STatyle South Caroling Code And Sec 24-3-450-18-17 which is basis ist MY GRIEVANCE. OPPlys and LIKEWISE not them ~~the~~ under law ~~that~~ the disortment is asked to Pay at PREVAILING Wale not with an have CURREATly Getting now From Willams Tech as well as ~~the~~ overtime Rate at Pay under law

ACTION REQUESTED: That inmate be PAID Prevnline insive ovshme Rate OF Pay under law And That Prevoling Wase Be Paid. SPuly have And When Inhama) Restuhen was Memrled By GRevnti Lawsuit was Fled and CRdEased to file GRIEVANCE BY COURT

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

~~[redacted]~~
LAWSUIT was filed - and ~~BY~~ COURT ORDER TO file grievance

Wayne Harlen 9/23/04
Grievant Signature Date

INFORMAL RESOLUTION BY IGC:

See Warden's response.

L Carey Jr 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.

2528

N/A
Grievant Signature Date

Ackerman 5-6-11 2165

WARDEN'S DECISION AND REASON:

See Attachment.

☐ I accept
☒ I do not accept

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.

Wayne Hacker 10/29/04
Grievant Signature Date

IGC Signature Date 10/29/04

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 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.

Inmate W. Harlen, #245705 2C10653-04

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.

2530

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 WAYNE HARLEN, #245705

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 74.94 hours in 1999 at $9.68 per hour; 1400.55 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 638.08 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, 0783; C, 0081,0086; F, 1129-1130; 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: WAYNE HARLEN
SCDC NUMBER: 245705
INSTITUTION: Lieber Macci
HOUSING UNIT: WANDO 237
WORK ASSIGNMENT:

RECEIVED NOV 15 2004 INMATE GRIEVANCE

Nov. 1, 04 PP

Office Use Only
Grievance No. LCI 0653-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received 11/01/2004
IGC Initials LC

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

I FEEL THAT the WARDEN'S decision is INCERRCET I base By APPEAL ON THE Prevaing wage STATUE of South CAROLINA CODE ANN SEC 24-3-430 (A-F) which is the basis of my grievance, AS IVe STATed IN MY STEP 1 GRIEVANCE I feel I AM entitled to back WAGES, OVERTIME RATE OF PAY, PREVAILING WAGES UDDER THIS LAW for WORKING AT PRISON ~~Prevailing wage~~ INDUSTRY SECT/WILLIAMS TECH PROGRAM AT Lieber Corr NOT the CURRENT Pay They (WILLIAMS) ARE PAYING SCDC NOW, IM ASKING SCDC to PAY ME BACK WAGES/ OVERTIME PAY OF RATE PREVAILING WAGE UDER SOUTH CAROLINA CODE ANN SEC. 24-3-430 (A-F)

Wayne Harlen 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.

Wayne Harlen 5/22/07
Grievant Signature Date

Georgina Ramey 5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

2533

SCDC 10-5A (November 1997)

Ackerman 5-6-11 2170

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Harlen, Wayne	245705	LCI-0653-04

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 9, 2001 and that your participation in this project ended on January 8, 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

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Inmate Name	SCDC #	Grievance #
Harlen, Wayne	245705	LCI-0653-04

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 three (3) years after SCDC first paid you for your participation in the project located at Lieber, over 2 ½ 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.

Inmate Name	SCDC #	Grievance #
Harlen, Wayne	245705	LCI-0653-04

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.

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.

Inmate Name	SCDC #	Grievance #
Harlen, Wayne	245705	LCI-0653-04

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

Wayne Harlen, #245705

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Wayne Harlen 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.

Wayne Harlen
Appellant's Name

MacDougal C.I.
Mailing Address

1516 Old Gilliard Rd.

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)

2538

Ackerman 5-6-11 2175

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
WAYNE HARLEN, #245705	)	
	)	
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

David Harrell INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 260004

INSTITUTION: Lieber Corr. Fac.

HOUSING UNIT: Cooper A-41 ✓

WORK ASSIGNMENT: PI 1st

Office Use Only
Grievance No. Lieber 0759-04
Code: General 044
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 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 fc 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, 20(the S.C. Supreme Court held in the Adkins and Wicker cases that §4-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

David Harrell 09-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

J 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. 25 40

JA
Grievant Signature Date

Ackerman 5-6-11 2177

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.

David Worrell 11/3/04
Grievant Signature Date

IGC Signature 11/3/04
Date

INSTRUCTIONS 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 fifteen (15) days of an alleged incident; policy grievances 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 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 D. Harrell #260004 CC/0759-04

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 DAVID HARRELL, #260004

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 582.83 hours in 1999 at $9.68 per hour; 2114.01 hours in 2000 at $10.66 per hour; 1603.42 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3525.70 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.

David Harrell 260004 02-4-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1130-1131; 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	HARRELL, DAVID	260004	C A 41	2	9/8/99	8/3/02
ME 2	HARRIS, KHALIL	264827	A A 44	1	9/30/02	10/24/02
MI 3	HARRIS, NEIL	170100	MA 0	0	1/6/00	2/17/00
MI 3	HARRIS, P.	257350	C A 0	0		8/30/99
MI 2	HARRISON, ROBERT	282368	C A 34	1	7/18/02	6/9/04
	HARRISON, WILLIE	187180	MX 0	2	5/31/00	11/26/01
MI 3	HARTLEY, CHARLES	287036	C A 40	1	1/31/03	12/1/03
MI 3	HARTLEY, CHARLES	287036	WD196	3	2/10/04	4/8/04
MI 3	HARTMAN, JAMES	219770	C A 11	1	3/15/99	6/24/04
	HASKEL, BERRY	273131	S B 35	2	9/10/01	9/18/01
MI 3	HAYES, GARY	263985	C B 16	1	3/8/00	2/6/04
	HAYES, JOHNNY	267910	C A 31	1	2/1/02	7/26/02
	HAYWARD, CHARLES	245224	S A 37	1	9/26/01	10/11/01
MI 3	HAYWARD, JOHN	291763	E A 19	0	3/16/04	3/23/04
	HEADDEN, STANLEY	238363	C B 8	1	4/12/00	1/30/01
MI 3	HELMS, BRIAN	282757	C B 34	1	9/17/02	3/15/04
MI 3	HENDERSON, CHARLES	299623	E B 23	3		4/8/04
	HENDERSON, PATRICK	155183	C A 14	1	3/2/01	6/12/01
MI 3	HENDRIX, DAVID	257686	C B 28	2	9/9/02	12/20/02
	HENRY, DAVID	262983	S B 21	1	1/10/00	11/2/01
	HERNDEN, WILLIAM	219684	A A 5	1	6/15/00	6/19/00
MI 3	HICKENBOTTOM, STEVE	196263	C B 47	1	11/20/03	6/24/04
MI IB	HICKS, SHANNON	243187	C B 64	1	8/22/01	5/9/03
	HIGHFILL, CHARLES	215554	C B 64	1	6/6/00	8/18/00
	HILL, DANTE	259088	A A 33	2	2/14/02	3/19/02
	HILL, JONATHAN	257902	C B 15	2	4/5/02	4/24/02
	HILL, RONNIE	268988	S A 31	1	10/18/00	11/29/00
	HILLMAN, JAMES	251125	C B 16	1	8/6/99	3/7/02
	HODGE, JERRY	137372	C A 42	1	3/7/00	4/5/02
	HODGE, MICHAEL	278832	S B 39	1	10/22/01	6/18/02
MI 3	HODGE, NATHAN	231008	C B 35	2	4/6/00	12/19/02
	HODGES, TONY	199515	C B 41	1	3/21/00	6/5/00
MI 3	HOLDEN, JOHNNY	245199	C A 10	1	9/9/99	6/24/04
	HOLLAND, TALLY	185556	S B 40	1	10/29/01	1/9/02
	HOLLINGSWORTH, JAMES	243650	S A 20	1	10/11/99	1/28/00
	HOLLOWAY, EDWARD	259012	MX 0	1	11/26/01	12/12/01
MI 3	HOLMES, ROY	292694	E B 22	1	7/3/03	7/25/03
MI 2	HOLMES, WILLIE	135448	C B 25	2	7/15/02	12/11/02
MI 3	HOOD, MICHAEL	279897	C A 6	1	11/28/01	6/24/04
MO IE	HOPPER, KENNETH	277055	C B 27	1	4/17/02	10/4/02
MI 2	HOPPER, KENNETH	277055	WD198	1	7/2/03	7/7/03
	HOSIER, TONY	262066	MX 0	1	1/4/00	5/31/00
MI 3	HOUSE, WILLIE	257820	C B 2	1	2/28/00	10/23/02
MI 3	HOUSER, BRUCE	243356	C B 43	1	5/23/01	6/30/03
MI 3	HOWARD, B	161516	C A 0	0		12/6/99
MI 3	HOWARD, M	258584	C A 0	0		8/3/99

A - 0784
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
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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

Inmate	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
245705	HARLEN	WAYNE	RENA	20000828	0.50	80.14	40.07
245705	HARLEN	WAYNE	RENA	20000911	0.50	101.96	50.98
245705	HARLEN	WAYNE	RENA	20000925	0.50	19.47	9.73
245705	HARLEN	WAYNE	RENA	20010730	0.50	45.64	22.82
245705	HARLEN	WAYNE	RENA	20010813	0.50	48.77	24.38
245705	HARLEN	WAYNE	RENA	20010827	0.50	58.58	29.29
245705	HARLEN	WAYNE	RENA	20010910	0.50	63.57	31.78
245705	HARLEN	WAYNE	RENA	20010924	0.50	37.72	18.86
245705	HARLEN	WAYNE	RENA	20011008	0.50	81.00	40.50
245705	HARLEN	WAYNE	RENA	20011022	0.50	45.51	22.75
245705	HARLEN	WAYNE	RENA	20011105	0.50	82.94	41.47
245705	HARLEN	WAYNE	RENA	20011119	0.50	50.92	25.46
245705	HARLEN	WAYNE	RENA	20011217	0.50	83.17	41.58
245705	HARLEN	WAYNE	RENA	20011231	0.50	40.26	20.13
170697	HARPS	ANTHONY		20011217	0.50	68.37	34.18
170697	HARPS	ANTHONY		20011231	0.50	49.02	24.51
170697	HARPS	ANTHONY		20020114	0.50	51.00	25.50
260004	HARRELL,JR.	DAVID	BERNARD	19990927	0.35	53.75	18.81
260004	HARRELL,JR.	DAVID	BERNARD	19990927	0.55	9.25	5.08
260004	HARRELL,JR.	DAVID	BERNARD	19991011	0.35	75.50	26.42
260004	HARRELL,JR.	DAVID	BERNARD	19991011	0.55	5.25	2.88
260004	HARRELL,JR.	DAVID	BERNARD	19991025	0.15	72.00	10.80
260004	HARRELL,JR.	DAVID	BERNARD	19991025	0.50	71.50	35.75
260004	HARRELL,JR.	DAVID	BERNARD	19991108	0.50	70.25	35.12
260004	HARRELL,JR.	DAVID	BERNARD	19991122	0.50	66.77	33.38
260004	HARRELL,JR.	DAVID	BERNARD	19991206	0.50	52.87	26.43
260004	HARRELL,JR.	DAVID	BERNARD	19991220	0.50	74.60	37.30
260004	HARRELL,JR.	DAVID	BERNARD	19991220	2.50	2.00	5.00
260004	HARRELL,JR.	DAVID	BERNARD	20000103	0.35	27.22	9.52
260004	HARRELL,JR.	DAVID	BERNARD	20000103	0.55	1.87	1.02
260004	HARRELL,JR.	DAVID	BERNARD	20000117	0.50	74.20	37.10
260004	HARRELL,JR.	DAVID	BERNARD	20000117	0.50	15.00	7.50
260004	HARRELL,JR.	DAVID	BERNARD	20000131	0.50	64.88	32.44
260004	HARRELL,JR.	DAVID	BERNARD	20000214	0.50	71.87	35.93
260004	HARRELL,JR.	DAVID	BERNARD	20000228	0.50	64.35	32.17
260004	HARRELL,JR.	DAVID	BERNARD	20000228	1.05	14.50	15.22
260004	HARRELL,JR.	DAVID	BERNARD	20000313	0.50	74.85	37.42
260004	HARRELL,JR.	DAVID	BERNARD	20000327	0.50	75.00	37.50
260004	HARRELL,JR.	DAVID	BERNARD	20000410	0.50	75.00	37.50
260004	HARRELL,JR.	DAVID	BERNARD	20000424	0.75	3.00	2.25
260004	HARRELL,JR.	DAVID	BERNARD	20000508	0.65	75.00	48.75
260004	HARRELL,JR.	DAVID	BERNARD	20000508	0.75	3.32	2.49
260004	HARRELL,JR.	DAVID	BERNARD	20000522	0.65	67.50	43.87
260004	HARRELL,JR.	DAVID	BERNARD	20000522	0.75	5.25	3.93
260004	HARRELL,JR.	DAVID	BERNARD	20000522	0.25	5.25	1.31
260004	HARRELL,JR.	DAVID	BERNARD	20000605	0.75	67.50	50.62
260004	HARRELL,JR.	DAVID	BERNARD	20000605	0.75	3.35	2.51
260004	HARRELL,JR.	DAVID	BERNARD	20000703	0.65	60.00	39.00
260004	HARRELL,JR.	DAVID	BERNARD	20000703	0.75	28.47	21.35
260004	HARRELL,JR.	DAVID	BERNARD	20000703	0.35	4.63	1.62
260004	HARRELL,JR.	DAVID	BERNARD	20000717	0.50	122.21	61.10
260004	HARRELL,JR.	DAVID	BERNARD	20000731	0.50	108.60	54.30
260004	HARRELL,JR.	DAVID	BERNARD	20000814	0.50	90.90	45.45
260004	HARRELL,JR.	DAVID	BERNARD	20000828	0.50	57.18	28.59

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PLAINTIFF'S EXHIBIT

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June 2004

Inmate#	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
260004	HARRELL,JR.	DAVID	BERNARD	20000911	0.50	81.93	40.96
260004	HARRELL,JR.	DAVID	BERNARD	20000925	0.50	91.65	45.82
260004	HARRELL,JR.	DAVID	BERNARD	20001009	0.50	85.50	42.75
260004	HARRELL,JR.	DAVID	BERNARD	20001023	0.50	116.60	58.30
260004	HARRELL,JR.	DAVID	BERNARD	20001106	0.50	110.06	55.03
260004	HARRELL,JR.	DAVID	BERNARD	20001120	0.50	122.63	61.31
260004	HARRELL,JR.	DAVID	BERNARD	20001204	0.50	80.32	40.16
260004	HARRELL,JR.	DAVID	BERNARD	20001218	0.50	149.34	74.67
260004	HARRELL,JR.	DAVID	BERNARD	20010101	0.50	44.17	22.08
260004	HARRELL,JR.	DAVID	BERNARD	20010115	0.50	83.66	41.83
260004	HARRELL,JR.	DAVID	BERNARD	20010129	0.50	115.48	57.74
260004	HARRELL,JR.	DAVID	BERNARD	20010212	0.50	104.26	52.13
260004	HARRELL,JR.	DAVID	BERNARD	20010226	0.50	93.83	46.91
260004	HARRELL,JR.	DAVID	BERNARD	20010312	0.50	146.66	73.33
260004	HARRELL,JR.	DAVID	BERNARD	20010326	0.50	169.43	84.71
260004	HARRELL,JR.	DAVID	BERNARD	20010409	0.50	207.62	103.81
260004	HARRELL,JR.	DAVID	BERNARD	20010423	0.50	140.18	70.09
260004	HARRELL,JR.	DAVID	BERNARD	20010507	0.50	141.84	70.92
260004	HARRELL,JR.	DAVID	BERNARD	20010521	0.50	108.63	54.31
260004	HARRELL,JR.	DAVID	BERNARD	20010604	0.50	68.58	34.29
260004	HARRELL,JR.	DAVID	BERNARD	20010618	0.50	110.85	55.42
260004	HARRELL,JR.	DAVID	BERNARD	20010702	0.50	112.40	56.20
260004	HARRELL,JR.	DAVID	BERNARD	20010716	0.50	133.34	66.67
260004	HARRELL,JR.	DAVID	BERNARD	20010730	0.50	106.83	53.41
260004	HARRELL,JR.	DAVID	BERNARD	20010813	0.50	104.63	52.31
260004	HARRELL,JR.	DAVID	BERNARD	20010827	0.50	104.66	52.33
260004	HARRELL,JR.	DAVID	BERNARD	20010910	0.50	140.47	70.23
260004	HARRELL,JR.	DAVID	BERNARD	20010924	0.50	139.12	69.56
260004	HARRELL,JR.	DAVID	BERNARD	20011008	0.50	126.82	63.41
260004	HARRELL,JR.	DAVID	BERNARD	20011022	0.50	79.97	39.98
260004	HARRELL,JR.	DAVID	BERNARD	20011105	0.50	129.02	64.51
260004	HARRELL,JR.	DAVID	BERNARD	20011119	0.50	132.20	66.10
260004	HARRELL,JR.	DAVID	BERNARD	20011203	0.50	130.56	65.28
260004	HARRELL,JR.	DAVID	BERNARD	20011217	0.50	160.64	80.32
260004	HARRELL,JR.	DAVID	BERNARD	20011231	0.50	56.57	28.28
260004	HARRELL,JR.	DAVID	BERNARD	20020114	0.50	93.60	46.80
260004	HARRELL,JR.	DAVID	BERNARD	20020128	0.50	118.13	59.06
260004	HARRELL,JR.	DAVID	BERNARD	20020211	0.50	124.16	62.08
260004	HARRELL,JR.	DAVID	BERNARD	20020225	0.50	125.99	62.99
260004	HARRELL,JR.	DAVID	BERNARD	20020311	0.50	119.79	59.89
260004	HARRELL,JR.	DAVID	BERNARD	20020325	0.50	119.03	59.51
260004	HARRELL,JR.	DAVID	BERNARD	20020408	0.50	73.35	36.67
260004	HARRELL,JR.	DAVID	BERNARD	20020422	0.50	113.45	56.72
260004	HARRELL,JR.	DAVID	BERNARD	20020506	0.50	117.45	58.72
260004	HARRELL,JR.	DAVID.	BERNARD	20020520	0.50	126.74	63.37
260004	HARRELL,JR.	DAVID	BERNARD	20020603	0.50	106.56	53.28
260004	HARRELL,JR.	DAVID	BERNARD	20020617	0.50	134.06	67.03
260004	HARRELL,JR.	DAVID	BERNARD	20020701	0.50	129.20	64.60
260004	HARRELL,JR.	DAVID	BERNARD	20020715	0.50	105.89	52.94
260004	HARRELL,JR.	DAVID	BERNARD	20020729	0.50	69.57	34.78
260004	HARRELL,JR.	DAVID	BERNARD	20020812	0.50	117.94	58.97
260004	HARRELL,JR.	DAVID	BERNARD	20020826	0.50	126.45	63.22
260004	HARRELL,JR.	DAVID	BERNARD	20020909	0.50	59.54	29.77
264827	HARRIS	KHALIL	PASHA	20021007	0.50	12.81	6.40

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

ACADEMIC EXPERIENCE

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

2552

11-8-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: David Harrell
SCDC NUMBER: 260004
INSTITUTION: Lieber Corr. Fac.
HOUSING UNIT: Cooper A-4l
WORK ASSIGNMENT: P.I. 1

NOV 08 2004
PP

Office Use Only
Grievance No. LL1 0759-04
Code: General 04
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 payment of wages under S.C. code 24-3-130 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

David Harrell 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.

David Harrell 5-22-07
Grievant Signature Date

5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

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SCDC 10-5A (November 1997)

Ackerman 5-6-11 2190

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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HARRELL LCI-0759-04

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 8, 1999 and that your participation in this project ended on August 3, 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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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 five (5) 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 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

David Harrell, #260004,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04-_____-___

GRIEVANCE NO.: _____

Notice is hereby given that David Harrell 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.

David Harrell
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

6-13-07
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
DAVID HARRELL, #260004	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 15th 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

JAMES K. HARTMAN INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 219770

INSTITUTION: LIEBER

HOUSING UNIT: C-A-11 ✓

WORK ASSIGNMENT: P. I. #2

Office Use Only
Grievance No. Lieber 0763-04
Code: General RM4
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, 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.

James K. Hartman 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

J Cartee 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. 2.560

N/A
Grievant Signature Date

SCDC IG-5.10— November 1997

Ackerman 5-6-11 2197

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: Nov. 2, 2004

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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J.M. D. Hartman, #219770 LCI 0763-04

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 K. HARTMAN, #219770

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 1266.66 hours in 1999 at $9.68 per hour; 2897.25 hours in 2000 at $10.66 per hour; 1979.11 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 13,169.88 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.

James K. Hartman 2/04/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1134-1137; 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 2201

AMENDMENT TO GRIEVANCE OF JAMES K. HARTMAN, #219770

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 1266.66 hours in 1999 at $9.68 per hour; 2897.25 hours in 2000 at $10.66 per hour; 1979.11 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 13,169.88 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.

James K. Hartman 2/04/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1134-1137; 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	HARRELL, DAVID	260004	C A 41	2	9/8/99	8/3/02
ME 2	HARRIS, KHALIL	264827	A A 44	1	9/30/02	10/24/02
MI 3	HARRIS, NEIL	170100	M A 0	0	1/6/00	2/17/00
MI 3	HARRIS, P.	257350	C A 0	0		8/30/99
MI 2	HARRISON, ROBERT	282368	C A 34	1	7/18/02	6/9/04
	HARRISON, WILLIE	187180	M X 0	2	5/31/00	11/26/01
MI 3	HARTLEY, CHARLES	287036	C A 40	1	1/31/03	12/1/03
MI 3	HARTLEY, CHARLES	287036	W D196	3	2/10/04	4/8/04
MI 3	HARTMAN, JAMES	219770	C A 11	1	3/15/99	6/24/04
	HASKEL, BERRY	273131	S B 35	2	9/10/01	9/18/01
MI 3	HAYES, GARY	263985	C B 16	1	3/8/00	2/6/04
	HAYES, JOHNNY	267910	C A 31	1	2/1/02	7/26/02
	HAYWARD, CHARLES	245224	S A 37	1	9/26/01	10/11/01
MI 3	HAYWARD, JOHN	291763	E A 19	0	3/16/04	3/23/04
	HEADDEN, STANLEY	238363	C B 8	1	4/12/00	1/30/01
MI 3	HELMS, BRIAN	282757	C B 34	1	9/17/02	3/15/04
MI 3	HENDERSON, CHARLES	299623	E B 23	3		4/8/04
	HENDERSON, PATRICK	155183	C A 14	1	3/2/01	6/12/01
MI 3	HENDRIX, DAVID	257686	C B 28	2	9/9/02	12/20/02
	HENRY, DAVID	262983	S B 21	1	1/10/00	11/2/01
	HERNDEN, WILLIAM	219684	A A 5	1	6/15/00	6/19/00
MI 3	HICKENBOTTOM, STEVE	196263	C B 47	1	11/20/03	6/24/04
MI 1B	HICKS, SHANNON	243187	C B 64	1	8/22/01	5/9/03
	HIGHFILL, CHARLES	215554	C B 64	1	6/6/00	8/18/00
	HILL, DANTE	259088	A A 33	2	2/14/02	3/19/02
	HILL, JONATHAN	257902	C B 15	2	4/5/02	4/24/02
	HILL, RONNIE	268988	S A 31	1	10/18/00	11/29/00
	HILLMAN, JAMES	251125	C B 16	1	8/6/99	3/7/02
	HODGE, JERRY	137372	C A 42	1	3/7/00	4/5/02
	HODGE, MICHAEL	278832	S B 39	1	10/22/01	6/18/02
MI 3	HODGE, NATHAN	231008	C B 35	2	4/6/00	12/19/02
	HODGES, TONY	199515	C B 41	1	3/21/00	6/5/00
MI 3	HOLDEN, JOHNNY	245199	C A 10	1	9/9/99	6/24/04
	HOLLAND, TALLY	185556	S B 40	1	10/29/01	1/9/02
	HOLLINGSWORTH, JAMES	243650	S A 20	1	10/11/99	1/28/00
	HOLLOWAY, EDWARD	259012	M X 0	1	11/26/01	12/12/01
MI 3	HOLMES, ROY	292694	E B 22	1	7/3/03	7/25/03
MI 2	HOLMES, WILLIE	135448	C B 25	2	7/15/02	12/11/02
MI 3	HOOD, MICHAEL	279897	C A 6	1	11/28/01	6/24/04
MO 1E	HOPPER, KENNETH	277055	C B 27	1	4/17/02	10/4/02
MI 2	HOPPER, KENNETH	277055	W D198	1	7/2/03	7/7/03
	HOSIER, TONY	262066	M X 0	1	1/4/00	5/31/00
MI 3	HOUSE, WILLIE	257820	C B 2	1	2/28/00	10/23/02
MI 3	HOUSER, BRUCE	243356	C B 43	1	5/23/01	6/30/03
MI 3	HOWARD, B	161516	C A 0	0		12/6/99
MI 3	HOWARD, M	258584	C A 0	0		8/3/99

PLAINTIFF'S EXHIBIT

A - 0784
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

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000026

Ackerman 5-6-11 2205

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
287036	HARTLEY	CHARLES	N.	20030616	0.50	80.66	40.33
287036	HARTLEY	CHARLES	N.	20030630	0.50	73.68	36.84
287036	HARTLEY	CHARLES	N.	20030714	0.50	85.18	42.59
287036	HARTLEY	CHARLES	N.	20030728	0.50	78.64	39.32
287036	HARTLEY	CHARLES	N.	20030811	0.50	65.80	32.90
287036	HARTLEY	CHARLES	N.	20030825	0.50	106.62	53.31
287036	HARTLEY	CHARLES	N.	20030908	0.50	90.20	45.10
287036	HARTLEY	CHARLES	N.	20030922	0.50	101.58	50.79
287036	HARTLEY	CHARLES	N.	20031006	0.50	82.91	41.45
287036	HARTLEY	CHARLES	N.	20031020	0.50	90.75	45.37
287036	HARTLEY	CHARLES	N.	20031103	0.50	88.68	44.34
287036	HARTLEY	CHARLES	N.	20031117	0.50	98.62	49.31
287036	HARTLEY	CHARLES	N.	20031201	0.50	78.45	39.22
219770	HARTMAN	JAMES	KENT	19990201	0.50	73.78	36.89
219770	HARTMAN	JAMES	KENT	19990510	0.50	73.28	36.64
219770	HARTMAN	JAMES	KENT	19990524	0.50	73.80	36.90
219770	HARTMAN	JAMES	KENT	19990607	0.50	65.53	32.76
219770	HARTMAN	JAMES	KENT	19990621	0.50	73.72	36.86
219770	HARTMAN	JAMES	KENT	19990719	0.50	66.83	33.41
219770	HARTMAN	JAMES	KENT	19990816	0.50	78.20	39.10
219770	HARTMAN	JAMES	KENT	19990816	0.70	8.00	5.60
219770	HARTMAN	JAMES	KENT	19990830	0.50	79.25	39.62
219770	HARTMAN	JAMES	KENT	19990830	0.70	4.50	3.15
219770	HARTMAN	JAMES	KENT	19990913	0.50	72.00	36.00
219770	HARTMAN	JAMES	KENT	19990913	0.70	22.50	15.75
219770	HARTMAN	JAMES	KENT	19990927	0.50	55.00	27.50
219770	HARTMAN	JAMES	KENT	19990927	0.70	22.00	15.40
219770	HARTMAN	JAMES	KENT	19991011	0.50	67.50	33.75
219770	HARTMAN	JAMES	KENT	19991011	0.55	30.75	16.91
219770	HARTMAN	JAMES	KENT	19991025	0.50	71.50	35.75
219770	HARTMAN	JAMES	KENT	19991108	0.50	74.75	37.37
219770	HARTMAN	JAMES	KENT	19991122	0.50	67.50	33.75
219770	HARTMAN	JAMES	KENT	19991206	0.50	56.50	28.25
219770	HARTMAN	JAMES	KENT	19991220	0.50	74.75	37.37
219770	HARTMAN	JAMES	KENT	19991220	0.55	7.50	4.12
219770	HARTMAN	JAMES	KENT	19991220	2.50	2.00	5.00
219770	HARTMAN	JAMES	KENT	20000103	0.50	37.50	18.75
219770	HARTMAN	JAMES	KENT	20000103	0.55	8.02	4.41
219770	HARTMAN	JAMES	KENT	20000117	0.50	75.00	37.50
219770	HARTMAN	JAMES	KENT	20000117	0.55	10.48	5.76
219770	HARTMAN	JAMES	KENT	20000117	0.50	15.00	7.50
219770	HARTMAN	JAMES	KENT	20000117	0.55	4.00	2.20
219770	HARTMAN	JAMES	KENT	20000131	0.50	67.48	33.74
219770	HARTMAN	JAMES	KENT	20000214	0.75	75.00	56.25
219770	HARTMAN	JAMES	KENT	20000214	0.80	6.50	5.20
219770	HARTMAN	JAMES	KENT	20000214	0.75	4.35	3.26
219770	HARTMAN	JAMES	KENT	20000214	0.55	2.00	1.10
219770	HARTMAN	JAMES	KENT	20000214	0.10	67.48	6.74
219770	HARTMAN	JAMES	KENT	20000228	0.75	67.50	50.62
219770	HARTMAN	JAMES	KENT	20000228	1.25	15.00	18.75
219770	HARTMAN	JAMES	KENT	20000313	0.75	75.00	56.25
219770	HARTMAN	JAMES	KENT	20000327	0.75	75.00	56.25
219770	HARTMAN	JAMES	KENT	20000327	1.00	7.50	7.50
219770	HARTMAN	JAMES	KENT	20000410	0.75	75.00	56.25

PLAINTIFF'S EXHIBIT

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A - 1134
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
219770	HARTMAN	JAMES	KENT	20000424	0.75	74.88	56.16
219770	HARTMAN	JAMES	KENT	20000508	0.75	75.00	56.25
219770	HARTMAN	JAMES	KENT	20000508	0.75	22.77	17.07
219770	HARTMAN	JAMES	KENT	20000508	0.25	14.30	3.57
219770	HARTMAN	JAMES	KENT	20000522	0.75	67.50	50.62
219770	HARTMAN	JAMES	KENT	20000522	0.75	23.50	17.62
219770	HARTMAN	JAMES	KENT	20000522	0.25	21.72	5.43
219770	HARTMAN	JAMES	KENT	20000605	0.85	67.50	57.37
219770	HARTMAN	JAMES	KENT	20000605	0.90	22.37	20.13
219770	HARTMAN	JAMES	KENT	20000605	0.25	7.13	1.78
219770	HARTMAN	JAMES	KENT	20000703	0.85	60.00	51.00
219770	HARTMAN	JAMES	KENT	20000703	0.90	32.13	28.91
219770	HARTMAN	JAMES	KENT	20000703	0.35	4.65	1.62
219770	HARTMAN	JAMES	KENT	20000703	0.25	17.15	4.28
219770	HARTMAN	JAMES	KENT	20000717	0.50	114.75	57.37
219770	HARTMAN	JAMES	KENT	20000731	0.50	179.10	89.55
219770	HARTMAN	JAMES	KENT	20000814	0.50	120.64	60.32
219770	HARTMAN	JAMES	KENT	20000828	0.50	127.47	63.73
219770	HARTMAN	JAMES	KENT	20000911	0.50	111.74	55.87
219770	HARTMAN	JAMES	KENT	20000925	0.50	155.63	77.81
219770	HARTMAN	JAMES	KENT	20001009	0.50	126.91	63.45
219770	HARTMAN	JAMES	KENT	20001023	0.50	133.39	66.69
219770	HARTMAN	JAMES	KENT	20001106	0.50	114.75	57.37
219770	HARTMAN	JAMES	KENT	20001120	0.50	135.59	67.79
219770	HARTMAN	JAMES	KENT	20001204	0.50	104.43	52.21
219770	HARTMAN	JAMES	KENT	20001218	0.50	221.69	110.84
219770	HARTMAN	JAMES	KENT	20010101	0.50	98.27	49.13
219770	HARTMAN	JAMES	KENT	20010115	0.50	170.77	85.38
219770	HARTMAN	JAMES	KENT	20010129	0.50	191.60	95.80
219770	HARTMAN	JAMES	KENT	20010212	0.50	145.77	72.88
219770	HARTMAN	JAMES	KENT	20010226	0.50	130.42	65.21
219770	HARTMAN	JAMES	KENT	20010312	0.50	131.33	65.66
219770	HARTMAN	JAMES	KENT	20010326	0.50	142.67	71.33
219770	HARTMAN	JAMES	KENT	20010409	0.50	178.82	89.41
219770	HARTMAN	JAMES	KENT	20010423	0.50	163.64	81.82
219770	HARTMAN	JAMES	KENT	20010507	0.50	141.30	70.65
219770	HARTMAN	JAMES	KENT	20010521	0.50	153.02	76.51
219770	HARTMAN	JAMES	KENT	20010604	0.50	130.00	65.00
219770	HARTMAN	JAMES	KENT	20010618	0.50	134.68	67.34
219770	HARTMAN	JAMES	KENT	20010702	0.50	165.09	82.54
219770	HARTMAN	JAMES	KENT	20010716	0.50	139.79	69.89
219770	HARTMAN	JAMES	KENT	20010730	0.50	170.05	85.02
219770	HARTMAN	JAMES	KENT	20010813	0.50	200.16	100.08
219770	HARTMAN	JAMES	KENT	20010827	0.50	134.01	67.00
219770	HARTMAN	JAMES	KENT	20010910	0.50	142.65	71.32
219770	HARTMAN	JAMES	KENT	20010924	0.50	157.00	78.50
219770	HARTMAN	JAMES	KENT	20011008	0.50	255.10	127.55
219770	HARTMAN	JAMES	KENT	20011022	0.50	246.60	123.30
219770	HARTMAN	JAMES	KENT	20011105	0.50	218.60	109.30
219770	HARTMAN	JAMES	KENT	20011119	0.50	240.95	120.47
219770	HARTMAN	JAMES	KENT	20011203	0.50	146.34	73.17
219770	HARTMAN	JAMES	KENT	20011217	0.50	247.36	123.68
219770	HARTMAN	JAMES	KENT	20011231	0.50	104.20	52.10
219770	HARTMAN	JAMES	KENT	20020114	0.50	131.58	65.79

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
219770	HARTMAN	JAMES	KENT	20020128	0.50	162.80	81.40
219770	HARTMAN	JAMES	KENT	20020211	0.50	203.14	101.57
219770	HARTMAN	JAMES	KENT	20020225	0.50	234.30	117.15
219770	HARTMAN	JAMES	KENT	20020311	0.50	222.96	111.48
219770	HARTMAN	JAMES	KENT	20020325	0.50	197.86	98.93
219770	HARTMAN	JAMES	KENT	20020408	0.50	209.31	104.65
219770	HARTMAN	JAMES	KENT	20020422	0.50	211.26	105.63
219770	HARTMAN	JAMES	KENT	20020506	0.50	198.53	99.26
219770	HARTMAN	JAMES	KENT	20020520	0.50	191.18	95.59
219770	HARTMAN	JAMES	KENT	20020603	0.50	174.68	87.34
219770	HARTMAN	JAMES	KENT	20020617	0.50	203.43	101.71
219770	HARTMAN	JAMES	KENT	20020701	0.50	190.89	95.44
219770	HARTMAN	JAMES	KENT	20020715	0.50	165.23	82.61
219770	HARTMAN	JAMES	KENT	20020729	0.50	193.62	96.81
219770	HARTMAN	JAMES	KENT	20020812	0.50	190.20	95.10
219770	HARTMAN	JAMES	KENT	20020826	0.50	209.79	104.89
219770	HARTMAN	JAMES	KENT	20020909	0.50	215.40	107.70
219770	HARTMAN	JAMES	KENT	20020923	0.50	194.63	97.31
219770	HARTMAN	JAMES	KENT	20021007	0.50	190.20	95.10
219770	HARTMAN	JAMES	KENT	20021021	0.50	176.67	88.33
219770	HARTMAN	JAMES	KENT	20021104	0.50	189.69	94.84
219770	HARTMAN	JAMES	KENT	20021118	0.50	188.80	94.40
219770	HARTMAN	JAMES	KENT	20021202	0.50	165.86	82.93
219770	HARTMAN	JAMES	KENT	20021216	0.50	189.24	94.62
219770	HARTMAN	JAMES	KENT	20021230	0.50	128.06	64.03
219770	HARTMAN	JAMES	KENT	20030113	0.50	148.37	74.18
219770	HARTMAN	JAMES	KENT	20030127	0.50	174.51	87.25
219770	HARTMAN	JAMES	KENT	20030210	0.50	183.02	91.51
219770	HARTMAN	JAMES	KENT	20030224	0.50	188.24	94.12
219770	HARTMAN	JAMES	KENT	20030310	0.50	161.34	80.67
219770	HARTMAN	JAMES	KENT	20030324	0.50	180.96	90.48
219770	HARTMAN	JAMES	KENT	20030407	0.50	208.01	104.00
219770	HARTMAN	JAMES	KENT	20030421	0.50	174.66	87.33
219770	HARTMAN	JAMES	KENT	20030505	0.50	157.45	78.72
219770	HARTMAN	JAMES	KENT	20030519	0.50	159.49	79.74
219770	HARTMAN	JAMES	KENT	20030602	0.50	130.53	65.26
219770	HARTMAN	JAMES	KENT	20030616	0.50	170.57	85.28
219770	HARTMAN	JAMES	KENT	20030630	0.50	156.57	78.28
219770	HARTMAN	JAMES	KENT	20030714	0.50	170.68	85.34
219770	HARTMAN	JAMES	KENT	20030728	0.50	159.98	79.99
219770	HARTMAN	JAMES	KENT	20030811	0.50	146.92	73.46
219770	HARTMAN	JAMES	KENT	20030825	0.50	159.50	79.75
219770	HARTMAN	JAMES	KENT	20030908	0.50	141.31	70.65
219770	HARTMAN	JAMES	KENT	20030922	0.50	156.93	78.46
219770	HARTMAN	JAMES	KENT	20031006	0.50	152.06	76.03
219770	HARTMAN	JAMES	KENT	20031020	0.50	154.15	77.07
219770	HARTMAN	JAMES	KENT	20031103	0.50	158.36	79.18
219770	HARTMAN	JAMES	KENT	20031117	0.50	160.73	80.36
219770	HARTMAN	JAMES	KENT	20031201	0.50	137.72	68.86
219770	HARTMAN	JAMES	KENT	20031215	0.50	144.83	72.41
219770	HARTMAN	JAMES	KENT	20031229	0.50	177.77	88.88
219770	HARTMAN	JAMES	KENT	20040112	0.50	81.14	40.57
219770	HARTMAN	JAMES	KENT	20040126	0.50	142.16	71.08
219770	HARTMAN	JAMES	KENT	20040209	0.50	166.04	83.02

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
219770	HARTMAN	JAMES	KENT	20040223	0.50	183.19	91.59
219770	HARTMAN	JAMES	KENT	20040308	0.50	161.08	80.54
219770	HARTMAN	JAMES	KENT	20040322	0.50	181.50	90.75
219770	HARTMAN	JAMES	KENT	20040419	0.50	158.80	79.40
219770	HARTMAN	JAMES	KENT	20040503	0.50	174.73	87.36
219770	HARTMAN	JAMES	KENT	20040517	0.50	205.22	102.61
219770	HARTMAN	JAMES	KENT	20040531	0.50	169.24	84.62
263985	HAYES	GARY	LEROY	20000313	0.35	20.52	7.18
263985	HAYES	GARY	LEROY	20000327	0.35	75.00	26.25
263985	HAYES	GARY	LEROY	20000327	0.55	18.45	10.14
263985	HAYES	GARY	LEROY	20000327	0.80	7.50	6.00
263985	HAYES	GARY	LEROY	20000410	0.50	75.00	37.50
263985	HAYES	GARY	LEROY	20000410	0.55	39.57	21.76
263985	HAYES	GARY	LEROY	20000410	0.80	15.00	12.00
263985	HAYES	GARY	LEROY	20000424	0.35	75.00	26.25
263985	HAYES	GARY	LEROY	20000424	0.55	56.75	31.21
263985	HAYES	GARY	LEROY	20000424	0.25	5.88	1.47
263985	HAYES	GARY	LEROY	20000508	0.50	75.00	37.50
263985	HAYES	GARY	LEROY	20000508	0.55	48.93	26.91
263985	HAYES	GARY	LEROY	20000508	0.25	14.38	3.59
263985	HAYES	GARY	LEROY	20000522	0.50	67.50	33.75
263985	HAYES	GARY	LEROY	20000522	0.55	45.83	25.20
263985	HAYES	GARY	LEROY	20000522	0.25	21.77	5.44
263985	HAYES	GARY	LEROY	20000605	0.50	67.50	33.75
263985	HAYES	GARY	LEROY	20000605	0.55	46.63	25.64
263985	HAYES	GARY	LEROY	20000605	0.25	14.20	3.55
263985	HAYES	GARY	LEROY	20000703	0.50	60.00	30.00
263985	HAYES	GARY	LEROY	20000703	0.55	29.98	16.48
263985	HAYES	GARY	LEROY	20000703	0.35	4.60	1.61
263985	HAYES	GARY	LEROY	20000703	0.25	11.03	2.75
263985	HAYES	GARY	LEROY	20000717	0.50	73.06	36.53
263985	HAYES	GARY	LEROY	20000731	0.50	87.96	43.98
263985	HAYES	GARY	LEROY	20000814	0.50	64.57	32.28
263985	HAYES	GARY	LEROY	20000828	0.50	88.64	44.32
263985	HAYES	GARY	LEROY	20000911	0.50	68.17	34.08
263985	HAYES	GARY	LEROY	20000925	0.50	92.16	46.08
263985	HAYES	GARY	LEROY	20001009	0.50	85.66	42.83
263985	HAYES	GARY	LEROY	20001023	0.50	153.22	76.61
263985	HAYES	GARY	LEROY	20001106	0.50	144.47	72.23
263985	HAYES	GARY	LEROY	20001120	0.50	103.80	51.90
263985	HAYES	GARY	LEROY	20001204	0.50	70.40	35.20
263985	HAYES	GARY	LEROY	20001218	0.50	165.00	82.50
263985	HAYES	GARY	LEROY	20010101	0.50	70.26	35.13
263985	HAYES	GARY	LEROY	20010115	0.50	100.58	50.29
263985	HAYES	GARY	LEROY	20010129	0.50	121.25	60.62
263985	HAYES	GARY	LEROY	20010212	0.50	104.15	52.07
263985	HAYES	GARY	LEROY	20010226	0.50	113.07	56.53
263985	HAYES	GARY	LEROY	20010312	0.50	165.27	82.63
263985	HAYES	GARY	LEROY	20010326	0.50	168.97	84.48
263985	HAYES	GARY	LEROY	20010409	0.50	171.21	85.60
263985	HAYES	GARY	LEROY	20010423	0.50	125.78	62.89
263985	HAYES	GARY	LEROY	20010507	0.50	146.56	73.28
263985	HAYES	GARY	LEROY	20010521	0.50	158.45	79.22
263985	HAYES	GARY	LEROY	20010604	0.50	167.40	83.70

PLAINTIFF'S EXHIBIT 2572

A - 1137
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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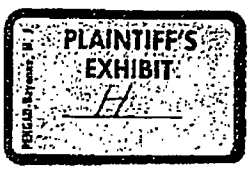

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

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

INMATE NAME: JAMES K. HARTMAN
SCDC NUMBER: 219770 NOV 04 2004
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper A-II
WORK ASSIGNMENT: P. I. 2

Office Use Only
Grievance No. LCI 0763-04
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 W.T.I., and S.C.D.C. was W.T.I.'s "Agent" in paying our wages. Adkins and Wicker further allow this issue of payment of wages under S.C. Code 24-3-430 to be grieved pursuant 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

James K. Hartman 11-02-0
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 K. Hartman 5/17/07
Grievant Signature Date

K. Hall 5/17/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 2213

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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HARTMAN LCI-0763-04

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 March 15, 1999 and that your participation in this project ended on January 8, 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

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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 5 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James K. Hartman, #219770

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that James K. Hartman does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-17-07, 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 K. Hartman
Appellant's Name

Kirkland C.I.
4344 Broad River Rd.
Mailing Address

Columbia, SC 29210
City, State, Zip Code

none
Telephone Number

DHW Westbrook
Signed

5-31-07
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 K. HARTMAN, #219770	)	
	)	
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

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. Lieber0769-04
Code: General NM
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials LC

INMATE NAME: Hayes, Gary L.
SCDC NUMBER: #263985
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-16 ✓
WORK ASSIGNMENT: Student/Dorm Worker

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, Williams Tech/Lieber were required by South Carolina 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, Willaims Tech/Lieber were required to pay IE's the negotiated wage of $4.00/hr.(Statutes at Large,No.66,§37.31,eff.July 1, 2001 Exh.B,C). In fact, Williams Tech/Lieber's policy was to pay IE's, in most cases, under $1.00/hr. The September 30,1998 contract specifying a wage of $4.00/hr. the names and employment periods of all 1000+ 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 rate for 1999 to July 2001 and at $4.00/hr. 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 Williams Tech/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-16-134 now pending) which was certified a class action representing the class identified in Exh. A. On August 23,2004, the South Carolina Supreme Court held in the Adkins and Wicker cases that §24-3-430's IE's could file a grievance for back wages.

Gary L. Hayes 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. 2583

N/A
Grievant Signature Date

Ackerman 5-6-11 2220

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 11-2-04
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.

2584

Jim D. Hayes, # 263985 LC10769-04

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.

2586

AMENDMENT TO GRIEVANCE OF GARY HAYES, #263985

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; 2163.39 hours in 2000 at $10.66 per hour; 1801.89 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8386.37 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.

Gary L. Hayes 09/03/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1137-1139; 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.

2587

AMENDMENT TO GRIEVANCE OF GARY HAYES, #263985

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; 2163.39 hours in 2000 at $10.66 per hour; 1801.89 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8386.37 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) 09/03/06

* Attached are Exh. A, 0784; C, 0081,0086; F, 1137-1139; 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	HARRELL, DAVID	260004	C A 41	2	9/8/99	8/3/02
ME 2	HARRIS, KHALIL	264827	A A 44	1	9/30/02	10/24/02
MI 3	HARRIS, NEIL	170100	M A 0	0	1/6/00	2/17/00
MI 3	HARRIS, P.	257350	C A 0	0		8/30/99
MI 2	HARRISON, ROBERT	282368	C A 34	1	7/18/02	6/9/04
	HARRISON, WILLIE	187180	M X 0	2	5/31/00	11/26/01
MI 3	HARTLEY, CHARLES	287036	C A 40	1	1/31/03	12/1/03
MI 3	HARTLEY, CHARLES	287036	W D196	3	2/10/04	4/8/04
MI 3	HARTMAN, JAMES	219770	C A 11	1	3/15/99	6/24/04
	HASKEL, BERRY	273131	S B 35	2	9/10/01	9/18/01
MI 3	HAYES, GARY	263985	C B 16	1	3/8/00	2/6/04
	HAYES, JOHNNY	267910	C A 31	1	2/1/02	7/26/02
	HAYWARD, CHARLES	245224	S A 37	1	9/26/01	10/11/01
MI 3	HAYWARD, JOHN	291763	E A 19	0	3/16/04	3/23/04
	HEADDEN, STANLEY	238363	C B 8	1	4/12/00	1/30/01
MI 3	HELMS, BRIAN	282757	C B 34	1	9/17/02	3/15/04
MI 3	HENDERSON, CHARLES	299623	E B 23	3		4/8/04
	HENDERSON, PATRICK	155183	C A 14	1	3/2/01	6/12/01
MI 3	HENDRIX, DAVID	257686	C B 28	2	9/9/02	12/20/02
	HENRY, DAVID	262983	S B 21	1	1/10/00	11/2/01
	HERNDEN, WILLIAM	219684	A A 5	1	6/15/00	6/19/00
MI 3	HICKENBOTTOM, STEVE	196263	C B 47	1	11/20/03	6/24/04
MI 1B	HICKS, SHANNON	243187	C B 64	1	8/22/01	5/9/03
	HIGHFILL, CHARLES	215554	C B 64	1	6/6/00	8/18/00
	HILL, DANTE	259088	A A 33	2	2/14/02	3/19/02
	HILL, JONATHAN	257902	C B 15	2	4/5/02	4/24/02
	HILL, RONNIE	268988	S A 31	1	10/18/00	11/29/00
	HILLMAN, JAMES	251125	C B 16	1	8/6/99	3/7/02
	HODGE, JERRY	137372	C A 42	1	3/7/00	4/5/02
	HODGE, MICHAEL	278832	S B 39	1	10/22/01	6/18/02
MI 3	HODGE, NATHAN	231008	C B 35	2	4/6/00	12/19/02
	HODGES, TONY	199515	C B 41	1	3/21/00	6/5/00
MI 3	HOLDEN, JOHNNY	245199	C A 10	1	9/9/99	6/24/04
	HOLLAND, TALLY	185556	S B 40	1	10/29/01	1/9/02
	HOLLINGSWORTH, JAMES	243650	S A 20	1	10/11/99	1/28/00
	HOLLOWAY, EDWARD	259012	M X 0	1	11/26/01	12/12/01
MI 3	HOLMES, ROY	292694	E B 22	1	7/3/03	7/25/03
MI 2	HOLMES, WILLIE	135448	C B 25	2	7/15/02	12/11/02
MI 3	HOOD, MICHAEL	279897	C A 6	1	11/28/01	6/24/04
MO 1E	HOPPER, KENNETH	277055	C B 27	1	4/17/02	10/4/02
MI 2	HOPPER, KENNETH	277055	W D198	1	7/2/03	7/7/03
	HOSIER, TONY	262066	M X 0	1	1/4/00	5/31/00
MI 3	HOUSE, WILLIE	257820	C B 2	1	2/28/00	10/23/02
MI 3	HOUSER, BRUCE	243356	C B 43	1	5/23/01	6/30/03
MI 3	HOWARD, B	161516	C A 0	0		12/6/99
MI 3	HOWARD, M	258584	C A 0	0		8/3/99

PLAINTIFF'S EXHIBIT A

2589

A - 0784
June 2004

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 2590

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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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
219770	HARTMAN	JAMES	KENT	20040223	0.50	183.19	91.59
219770	HARTMAN	JAMES	KENT	20040308	0.50	161.08	80.54
219770	HARTMAN	JAMES	KENT	20040322	0.50	181.50	90.75
219770	HARTMAN	JAMES	KENT	20040419	0.50	158.80	79.40
219770	HARTMAN	JAMES	KENT	20040503	0.50	174.73	87.36
219770	HARTMAN	JAMES	KENT	20040517	0.50	205.22	102.61
219770	HARTMAN	JAMES	KENT	20040531	0.50	169.24	84.62
263985	HAYES	GARY	LEROY	20000313	0.35	20.52	7.18
263985	HAYES	GARY	LEROY	20000327	0.35	75.00	26.25
263985	HAYES	GARY	LEROY	20000327	0.55	18.45	10.14
263985	HAYES	GARY	LEROY	20000327	0.80	7.50	6.00
263985	HAYES	GARY	LEROY	20000410	0.50	75.00	37.50
263985	HAYES	GARY	LEROY	20000410	0.55	39.57	21.76
263985	HAYES	GARY	LEROY	20000410	0.80	15.00	12.00
263985	HAYES	GARY	LEROY	20000424	0.35	75.00	26.25
263985	HAYES	GARY	LEROY	20000424	0.55	56.75	31.21
263985	HAYES	GARY	LEROY	20000424	0.25	5.88	1.47
263985	HAYES	GARY	LEROY	20000508	0.50	75.00	37.50
263985	HAYES	GARY	LEROY	20000508	0.55	48.93	26.91
263985	HAYES	GARY	LEROY	20000508	0.25	14.38	3.59
263985	HAYES	GARY	LEROY	20000522	0.50	67.50	33.75
263985	HAYES	GARY	LEROY	20000522	0.55	45.83	25.20
263985	HAYES	GARY	LEROY	20000522	0.25	21.77	5.44
263985	HAYES	GARY	LEROY	20000605	0.50	67.50	33.75
263985	HAYES	GARY	LEROY	20000605	0.55	46.63	25.64
263985	HAYES	GARY	LEROY	20000605	0.25	14.20	3.55
263985	HAYES	GARY	LEROY	20000703	0.50	60.00	30.00
263985	HAYES	GARY	LEROY	20000703	0.55	29.98	16.48
263985	HAYES	GARY	LEROY	20000703	0.35	4.60	1.61
263985	HAYES	GARY	LEROY	20000703	0.25	11.03	2.75
263985	HAYES	GARY	LEROY	20000717	0.50	73.06	36.53
263985	HAYES	GARY	LEROY	20000731	0.50	87.96	43.98
263985	HAYES	GARY	LEROY	20000814	0.50	64.57	32.28
263985	HAYES	GARY	LEROY	20000828	0.50	88.64	44.32
263985	HAYES	GARY	LEROY	20000911	0.50	68.17	34.08
263985	HAYES	GARY	LEROY	20000925	0.50	92.16	46.08
263985	HAYES	GARY	LEROY	20001009	0.50	85.66	42.83
263985	HAYES	GARY	LEROY	20001023	0.50	153.22	76.61
263985	HAYES	GARY	LEROY	20001106	0.50	144.47	72.23
263985	HAYES	GARY	LEROY	20001120	0.50	103.80	51.90
263985	HAYES	GARY	LEROY	20001204	0.50	70.40	35.20
263985	HAYES	GARY	LEROY	20001218	0.50	165.00	82.50
263985	HAYES	GARY	LEROY	20010101	0.50	70.26	35.13
263985	HAYES	GARY	LEROY	20010115	0.50	100.58	50.29
263985	HAYES	GARY	LEROY	20010129	0.50	121.25	60.62
263985	HAYES	GARY	LEROY	20010212	0.50	104.15	52.07
263985	HAYES	GARY	LEROY	20010226	0.50	113.07	56.53
263985	HAYES	GARY	LEROY	20010312	0.50	165.27	82.63
263985	HAYES	GARY	LEROY	20010326	0.50	168.97	84.48
263985	HAYES	GARY	LEROY	20010409	0.50	171.21	85.60
263985	HAYES	GARY	LEROY	20010423	0.50	125.78	62.89
263985	HAYES	GARY	LEROY	20010507	0.50	146.56	73.28
263985	HAYES	GARY	LEROY	20010521	0.50	158.45	79.22
263985	HAYES	GARY	LEROY	20010604	0.50	167.40	83.70

PLAINTIFF'S EXHIBIT F

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A - 1137
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
263985	HAYES	GARY	LEROY	20010618	0.50	145.48	72.74
263985	HAYES	GARY	LEROY	20010702	0.50	113.72	56.86
263985	HAYES	GARY	LEROY	20010716	0.50	127.12	63.56
263985	HAYES	GARY	LEROY	20010730	0.50	145.62	72.81
263985	HAYES	GARY	LEROY	20010813	0.50	144.24	72.12
263985	HAYES	GARY	LEROY	20010827	0.50	120.83	60.41
263985	HAYES	GARY	LEROY	20010910	0.50	109.28	54.64
263985	HAYES	GARY	LEROY	20010924	0.50	135.20	67.60
263985	HAYES	GARY	LEROY	20011008	0.50	174.13	87.06
263985	HAYES	GARY	LEROY	20011022	0.50	176.68	88.34
263985	HAYES	GARY	LEROY	20011105	0.50	139.21	69.60
263985	HAYES	GARY	LEROY	20011119	0.50	162.75	81.37
263985	HAYES	GARY	LEROY	20011203	0.50	128.40	64.20
263985	HAYES	GARY	LEROY	20011217	0.50	140.06	70.03
263985	HAYES	GARY	LEROY	20011231	0.50	69.41	34.70
263985	HAYES	GARY	LEROY	20020114	0.50	96.08	48.04
263985	HAYES	GARY	LEROY	20020128	0.50	113.39	56.69
263985	HAYES	GARY	LEROY	20020211	0.50	156.23	78.11
263985	HAYES	GARY	LEROY	20020225	0.50	142.80	71.40
263985	HAYES	GARY	LEROY	20020311	0.50	144.48	72.24
263985	HAYES	GARY	LEROY	20020325	0.50	138.30	69.15
263985	HAYES	GARY	LEROY	20020408	0.50	132.06	66.03
263985	HAYES	GARY	LEROY	20020422	0.50	157.90	78.95
263985	HAYES	GARY	LEROY	20020506	0.50	141.94	70.97
263985	HAYES	GARY	LEROY	20020520	0.50	139.47	69.73
263985	HAYES	GARY	LEROY	20020603	0.50	128.76	64.38
263985	HAYES	GARY	LEROY	20020617	0.50	143.26	71.63
263985	HAYES	GARY	LEROY	20020701	0.50	141.64	70.82
263985	HAYES	GARY	LEROY	20020715	0.50	129.44	64.72
263985	HAYES	GARY	LEROY	20020729	0.50	138.26	69.13
263985	HAYES	GARY	LEROY	20020812	0.50	133.46	66.73
263985	HAYES	GARY	LEROY	20020826	0.50	178.80	89.40
263985	HAYES	GARY	LEROY	20020909	0.50	121.10	60.55
263985	HAYES	GARY	LEROY	20020923	0.50	141.30	70.65
263985	HAYES	GARY	LEROY	20021007	0.50	130.56	65.28
263985	HAYES	GARY	LEROY	20021021	0.50	169.20	84.60
263985	HAYES	GARY	LEROY	20021104	0.50	163.36	81.68
263985	HAYES	GARY	LEROY	20021118	0.50	148.69	74.34
263985	HAYES	GARY	LEROY	20021202	0.50	114.34	57.17
263985	HAYES	GARY	LEROY	20021216	0.50	123.55	61.77
263985	HAYES	GARY	LEROY	20021230	0.50	69.66	34.83
263985	HAYES	GARY	LEROY	20030113	0.50	64.21	32.10
263985	HAYES	GARY	LEROY	20030127	0.50	98.51	49.25
263985	HAYES	GARY	LEROY	20030210	0.50	122.98	61.49
263985	HAYES	GARY	LEROY	20030224	0.50	120.34	60.17
263985	HAYES	GARY	LEROY	20030310	0.50	110.25	55.12
263985	HAYES	GARY	LEROY	20030324	0.50	102.37	51.18
263985	HAYES	GARY	LEROY	20030407	0.50	122.84	61.42
263985	HAYES	GARY	LEROY	20030421	0.50	104.84	52.42
263985	HAYES	GARY	LEROY	20030505	0.50	54.95	27.47
263985	HAYES	GARY	LEROY	20030519	0.50	138.11	69.05
263985	HAYES	GARY	LEROY	20030602	0.50	104.08	52.04
263985	HAYES	GARY	LEROY	20030616	0.50	133.96	66.98
263985	HAYES	GARY	LEROY	20030630	0.50	125.72	62.86

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
263985	HAYES	GARY	LEROY	20030714	0.50	126.86	63.43
263985	HAYES	GARY	LEROY	20030728	0.50	129.39	64.69
263985	HAYES	GARY	LEROY	20030811	0.50	93.39	46.69
263985	HAYES	GARY	LEROY	20030825	0.50	101.80	50.90
263985	HAYES	GARY	LEROY	20030908	0.50	79.93	39.96
263985	HAYES	GARY	LEROY	20030922	0.50	101.80	50.90
263985	HAYES	GARY	LEROY	20031006	0.50	112.39	56.19
263985	HAYES	GARY	LEROY	20031020	0.50	105.20	52.60
263985	HAYES	GARY	LEROY	20031103	0.50	128.12	64.06
263985	HAYES	GARY	LEROY	20031117	0.50	109.31	54.65
263985	HAYES	GARY	LEROY	20031201	0.50	102.13	51.06
263985	HAYES	GARY	LEROY	20031215	0.50	107.69	53.84
263985	HAYES	GARY	LEROY	20031229	0.50	95.92	47.96
263985	HAYES	GARY	LEROY	20040112	0.50	50.64	25.32
263985	HAYES	GARY	LEROY	20040126	0.50	98.14	49.07
263985	HAYES	GARY	LEROY	20040209	0.50	129.54	64.77
267910	HAYES	JOHNNY	RAY	20020211	0.50	15.27	7.63
267910	HAYES	JOHNNY	RAY	20020225	0.50	67.75	33.87
267910	HAYES	JOHNNY	RAY	20020311	0.50	57.51	28.75
267910	HAYES	JOHNNY	RAY	20020325	0.50	50.16	25.08
267910	HAYES	JOHNNY	RAY	20020408	0.50	66.25	33.12
267910	HAYES	JOHNNY	RAY	20020422	0.50	40.86	20.43
267910	HAYES	JOHNNY	RAY	20020506	0.50	81.16	40.58
267910	HAYES	JOHNNY	RAY	20020520	0.50	93.82	46.91
267910	HAYES	JOHNNY	RAY	20020603	0.50	77.54	38.77
267910	HAYES	JOHNNY	RAY	20020617	0.50	76.42	38.21
267910	HAYES	JOHNNY	RAY	20020701	0.50	72.30	36.15
267910	HAYES	JOHNNY	RAY	20020715	0.50	71.70	35.85
267910	HAYES	JOHNNY	RAY	20020729	0.50	29.98	14.99
267910	HAYES	JOHNNY	RAY	20030714	0.50	16.80	8.40
180416	HAYNES, JR.	HORACE		19991025	0.65	8.78	5.70
245224	HAYWARD	CHARLES		20000731	0.50	104.43	52.21
245224	HAYWARD	CHARLES		20000731	0.50	72.08	36.04
245224	HAYWARD	CHARLES		20000814	0.50	99.70	49.85
245224	HAYWARD	CHARLES		20000828	0.50	93.84	46.92
245224	HAYWARD	CHARLES		20000911	0.50	76.12	38.06
245224	HAYWARD	CHARLES		20000925	0.50	76.58	38.29
245224	HAYWARD	CHARLES		20001009	0.50	76.50	38.25
245224	HAYWARD	CHARLES		20001023	0.50	103.41	51.70
245224	HAYWARD	CHARLES		20001106	0.50	99.27	49.63
245224	HAYWARD	CHARLES		20001120	0.50	92.51	46.25
245224	HAYWARD	CHARLES		20001204	0.50	70.15	35.07
245224	HAYWARD	CHARLES		20001218	0.50	135.77	67.88
245224	HAYWARD	CHARLES		20010101	0.50	41.66	20.83
245224	HAYWARD	CHARLES		20010115	0.50	26.03	13.01
245224	HAYWARD	CHARLES		20010827	0.50	1.40	0.70
245224	HAYWARD	CHARLES		20010910	0.50	18.67	9.33
245224	HAYWARD	CHARLES		20010924	0.50	21.95	10.97
245224	HAYWARD	CHARLES		20011008	0.50	45.75	22.87
245224	HAYWARD	CHARLES		20011022	0.50	16.99	8.49
238363	HEADDEN	STANLEY		20000424	0.35	54.95	19.23
238363	HEADDEN	STANLEY		20000508	0.35	73.85	25.84
238363	HEADDEN	STANLEY		20000522	0.35	67.50	23.62
238363	HEADDEN	STANLEY		20000522	0.55	5.85	3.21

PLAINTIFF'S EXHIBIT F

2554

A - 1139
June 2004

11-8-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Hayes, Gary L.

SCDC NUMBER: 126395 NOV 08 2004 PP

INSTITUTION: Lieber Corr. Inst.

HOUSING UNIT: Cooper B-10

WORK ASSIGNMENT: Dorm Worker

Office Use Only
Grievance No. LCI 0769-04
Code: General MY
Policy
Disc. Hear.
Class. NOV 08 2004
Date Received
IGC Initials

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

Atkins and Hicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Atkins and Hicker 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 9/28/04.

Grievant Signature 11-03-04 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.

Grievant Signature 5-17-07 Date

served by:
IGC Signature 5/17/07 Date

2595

(SEE REVERSE SIDE FOR INSTRUCTIONS)

Ackerman 5-6-11 2232

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.

2596

HAYES LCI-0769-04

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 March 8, 2000 and that your participation in this project ended on February 6, 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

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 4 ½ years after SCDC first paid you for your participation in the project located at Lieber, over seven (7) 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 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.

2598

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.

2599

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Gary Hayes, #263985

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that Gary Hayes does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-17-07, 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.

Gary Hayes
Appellant's Name
Stevenson C.I.
4546 Broad River Rd.
Mailing Address
Columbia, SC 29210-4014
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

2600

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
GARY HAYES, #263985	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 5th day of Jan, 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

/s/ Douglas H. Westbrook
Douglas H. Westbrook

2601

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Johnny R Hayes
SCDC NUMBER: 267910
INSTITUTION: Lieber
HOUSING UNIT: Ashley AB-16 57
WORK ASSIGNMENT: School

Office Use Only
Grievance No. Lieber 0609-04
Code: General RH
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 Industries program when they only paid me .35 cents per hour and not prevailing wage as required under South Carolina Code Ann. Sec. 24-3-430 7A-7.7 as well as fact that from 1998-2003 they denied me prevailing wage

ACTION REQUESTED: That all money due to me be paid at Prevailing wage and all overtime rate at that 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

Johnny Hayes 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

Inmate Hayes: 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. 2602

N/A
Grievant Signature Date

Ackerman 5-6-11 2239

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct 28, 97
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.

2603

Inmate Johnny Hayes, #267910 LC10609-04

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.

2604

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.

2605

DVR 4-11-1

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

MAY 24 2007

RECEIVED

JUN 04 2007

INMATE GRIEVANCE

INMATE NAME: Johnny Hayes
SCDC NUMBER: # 267910
INSTITUTION: Lieber Kershaw
HOUSING UNIT: MW #2
WORK ASSIGNMENT: Dorm

Office Use Only
Grievance No. LCI-0609-07
Code: General MY (PE Pay)
Policy
Disc. Hear.
Class.
Date Received 5/24/07
IGC Initials DH
✔ IGA - ABH 7-13-07

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

Adkins and Wicker held that S24-3-430'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 S 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 1, 2001, and 4¢/hour thereafter. And what it did pay was but a fraction of these amounts. The wage rate S.C.D.C. paid was not correct, And back wages are owed.

Johnny Hayes 5/23/10
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.

Johnny Hayes 8-2-07
Grievant Signature Date

D Harden 8/2/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2606

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Hayes, Johnny	267910	LCI-0609-04

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 23, 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 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 1, 2002 and that your participation in this project ended on July 26, 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 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.

Inmate Name	SCDC #	Grievance #
Hayes, Johnny	267910	LCI-0609-04

Moreover, you filed your Step 1 grievance over 30 months after SCDC first paid you for your participation in the project located at Lieber, nearly 24 months 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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Johnny Hayes, #267910,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Johnny Hayes 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.

Johnny Hayes
Appellant's Name

Kershaw C.I.
Mailing Address

4848 Goldmine Hwy

Kershaw, SC 29067
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)

2609

Ackerman 5-6-11 2246

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
JOHNNY HAYES, #267910	)	
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

2610

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0744-04
Code: General ~~GNG~~
Policy
Disc. Hear.
Class.
Date Received ~~SEP 20 2004~~
IGC Initials

INMATE NAME: Hickenbottom, Steven
SCDC NUMBER: 196263
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: ~~Cocoa B-47~~ Wando C255
WORK ASSIGNMENT: PI-2

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, Williams Tech/Lieber were required by South Carolina 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, Williams Tech/Lieber were required to pay IE's the negotiated wage of $4.00/hr.(Statutes at Large,No.66,§37.31,eff.July 1, 2001 Exh.B,C). In fact, Williams Tech/Lieber's policy was to pay IE's, in most cases, under $1.00/hr. The September 30,1998 contract specifying a wage of $4.00/hr. the names and employment periods of all 100C+ 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 rate for 1999 to July 2001 and at $4.00/hr. for July 2001 to present, and in the future; all as determined from exhibits A-E; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20,2004 at Lieber in Jack Stauct'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 Williams Tech/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 South Carolina Supreme Court held in the Adkins and Wicker cases that §24-3-430's IE's could file a grievance for back wages.

Steven Hickenbottom 9/23/04
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.

2611 N/A
Grievant Signature Date

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.

Steven Hickerbotter — P16263 — 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.

2612

JMr A. Hickenbottom, #196263 LCI0744-04

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.

2613

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.

2614

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. LCE 0744-04
Code: General
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE NAME: Steven Hickenbottom
SCDC NUMBER: 196263 NOV 04 2004
INSTITUTION: Lieber
HOUSING UNIT: ~~DUC 255~~ WACCO
WORK ASSIGNMENT: Unassigned

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

Adkins & Wicker do require payment of prevailing wages. Grievants were employed by WTJ and SCDC was WTJ's "agent" in Paying our wages. Adkins & Wicker further alleged this issue of Payment of wages under S.C. Code 24-3-930 to be grieved pursuant to SCDC's grievant procedure, Grievant incorporates by reference all exhibits attached to grievances filed by Parnell Williams & attorney Powles Wirshbrock. ON 9-22-04

Steven Hickenbottom 10/31/04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 6-19-07
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.

Steven Hickenbottom
Grievant Signature Date

IGC Signature 6/27/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2615 Rec. 6/27/07

Ackerman 5-6-11 2252

Lieber PI Back Wage Claim Step 2 Response

Inmate Name	SCDC #	Grievance #
Hickenbottom, Steve	196263	LCI-0744-04

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 31, 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 your first voluntary work assignment in the prison industries project at Lieber began on November 20, 2003 and ended October 4, 2004. Additionally, these records reflect that you returned to this project for a second work assignment that began April 19, 2005 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 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.

Inmate Name	SCDC #	Grievance #
Hickenbottom, Steve	196263	LCI-0744-04

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 10 months 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.

Inmate Name	SCDC #	Grievance #
Hickenbottom, Steve	196263	LCI-0744-04

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 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

Inmate Name	SCDC #	Grievance #
Hickenbottom, Steve	196263	LCI-0744-04

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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Steven Hickenbottom, #196263,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Steven Hickenbottom does herel 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 th 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 no 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 thu due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amend- ments 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(worked and any overtime due. 9. Grievant claims back wages, pre/post judgment int- erest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Steven Hickenbottom
Appellant's Name

Ridgeland C.I.
Mailing Address

P.O. Box 2039

Ridgeland, SC 29936-2039
City, State, Zip Code

none
Telephone Number

Signed

11-6-08
Dated

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

2620 (See reverse side for instructions)

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
STEVEN HICKENBOTTOM, #196263	)	
	)	
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

Johnny Holder INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 245199

INSTITUTION: Lieber

HOUSING UNIT: Cooper A-10 ✓

WORK ASSIGNMENT: P.I 2

Office Use Only

Grievance No. Lieber 0005-04

Code: General MY

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 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, 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.

Johnny Holder
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.

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N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 2259

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

- 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 fifteen (15) days of an alleged incident; policy grievances 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 appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Jim J Holden, #245199 LC10705-04

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 JOHNNY HOLDEN, #245199

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 59.88 hours in 1999 at $9.68 per hour; 2103.02 hours in 2000 at $10.66 per hour; 1854.52 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 10,856.77 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, 0784; C, 0081,0086; F, 1150-1152; 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 JOHNNY HOLDEN, #245199

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_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1150-1152; 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	HARRELL, DAVID	260004	C A 41	2	9/8/99	8/3/02
ME 2	HARRIS, KHALIL	264827	A A 44	1	9/30/02	10/24/02
MI 3	HARRIS, NEIL	170100	M A 0	0	1/6/00	2/17/00
MI 3	HARRIS, P.	257350	C A 0	0		8/30/99
MI 2	HARRISON, ROBERT	282368	C A 34	1	7/18/02	6/9/04
	HARRISON, WILLIE	187180	M X 0	2	5/31/00	11/26/01
MI 3	HARTLEY, CHARLES	287036	C A 40	1	1/31/03	12/1/03
MI 3	HARTLEY, CHARLES	287036	W D196	3	2/10/04	4/8/04
MI 3	HARTMAN, JAMES	219770	C A 11	1	3/15/99	6/24/04
	HASKEL, BERRY	273131	S B 35	2	9/10/01	9/18/01
MI 3	HAYES, GARY	263985	C B 16	1	3/8/00	2/6/04
	HAYES, JOHNNY	267910	C A 31	1	2/1/02	7/26/02
	HAYWARD, CHARLES	245224	S A 37	1	9/26/01	10/11/01
MI 3	HAYWARD, JOHN	291763	E A 19	0	3/16/04	3/23/04
	HEADDEN, STANLEY	238363	C B 8	1	4/12/00	1/30/01
MI 3	HELMS, BRIAN	282757	C B 34	1	9/17/02	3/15/04
MI 3	HENDERSON, CHARLES	299623	E B 23	3		4/8/04
	HENDERSON, PATRICK	155183	C A 14	1	3/2/01	6/12/01
MI 3	HENDRIX, DAVID	257686	C B 28	2	9/9/02	12/20/02
	HENRY, DAVID	262983	S B 21	1	1/10/00	11/2/01
	HERNDEN, WILLIAM	219684	A A 5	1	6/15/00	6/19/00
MI 3	HICKENBOTTOM, STEVE	196263	C B 47	1	11/20/03	6/24/04
MI 1B	HICKS, SHANNON	243187	C B 64	1	8/22/01	5/9/03
	HIGHFILL, CHARLES	215554	C B 64	1	6/6/00	8/18/00
	HILL, DANTE	259088	A A 33	2	2/14/02	3/19/02
	HILL, JONATHAN	257902	C B 15	2	4/5/02	4/24/02
	HILL, RONNIE	268988	S A 31	1	10/18/00	11/29/00
	HILLMAN, JAMES	251125	C B 16	1	8/6/99	3/7/02
	HODGE, JERRY	137372	C A 42	1	3/7/00	4/5/02
	HODGE, MICHAEL	278832	S B 39	1	10/22/01	6/18/02
MI 3	HODGE, NATHAN	231008	C B 35	2	4/6/00	12/19/02
	HODGES, TONY	199515	C B 41	1	3/21/00	6/5/00
MI 3	HOLDEN, JOHNNY	245199	C A 10	1	9/9/99	6/24/04
	HOLLAND, TALLY	185556	S B 40	1	10/29/01	1/9/02
	HOLLINGSWORTH, JAMES	243650	S A 20	1	10/11/99	1/28/00
	HOLLOWAY, EDWARD	259012	M X 0	1	11/26/01	12/12/01
MI 3	HOLMES, ROY	292694	E B 22	1	7/3/03	7/25/03
MI 2	HOLMES, WILLIE	135448	C B 25	2	7/15/02	12/11/02
MI 3	HOOD, MICHAEL	279897	C A 6	1	11/28/01	6/24/04
MO 1E	HOPPER, KENNETH	277055	C B 27	1	4/17/02	10/4/02
MI 2	HOPPER, KENNETH	277055	W D198	1	7/1/03	7/7/03
	HOSIER, TONY	262066	M X 0	1	1/4/00	5/31/00
MI 3	HOUSE, WILLIE	257820	C B 2	1	2/28/00	10/23/02
MI 3	HOUSER, BRUCE	243356	C B 43	1	5/23/03	6/30/03
MI 3	HOWARD, B	161516	C A 0	0		12/6/99
MI 3	HOWARD, M	258584	C A 0	0		8/3/99

PLAINTIFF'S EXHIBIT A 2628

A - 0784
June 2004

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.

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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

Ackerman 5-6-11 2267

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
231008	HODGE	NATHAN		20020211	0.50	118.58	59.29
231008	HODGE	NATHAN		20020225	0.50	124.12	62.06
231008	HODGE	NATHAN		20020311	0.50	116.76	58.38
231008	HODGE	NATHAN		20020325	0.50	111.13	55.56
231008	HODGE	NATHAN		20020408	0.50	114.75	57.37
231008	HODGE	NATHAN		20020422	0.50	126.45	63.22
231008	HODGE	NATHAN		20020506	0.50	134.94	67.47
231008	HODGE	NATHAN		20020520	0.50	144.62	72.31
231008	HODGE	NATHAN		20020603	0.50	108.13	54.06
231008	HODGE	NATHAN		20020617	0.50	123.25	61.62
231008	HODGE	NATHAN		20020701	0.50	128.34	64.17
231008	HODGE	NATHAN		20020715	0.50	112.09	56.04
231008	HODGE	NATHAN		20020729	0.50	125.24	62.62
231008	HODGE	NATHAN		20020812	0.50	102.24	51.12
231008	HODGE	NATHAN		20020826	0.50	131.13	65.56
231008	HODGE	NATHAN		20020909	0.50	121.50	60.75
231008	HODGE	NATHAN		20020923	0.50	121.50	60.75
231008	HODGE	NATHAN		20021007	0.50	135.00	67.50
231008	HODGE	NATHAN		20021021	0.50	115.25	57.62
231008	HODGE	NATHAN		20021104	0.50	122.26	61.13
231008	HODGE	NATHAN		20021118	0.50	128.37	64.18
231008	HODGE	NATHAN		20021202	0.50	94.99	47.49
231008	HODGE	NATHAN		20021216	0.50	116.78	58.39
231008	HODGE	NATHAN		20021230	0.50	51.39	25.69
199515	HODGES	TONY		20000424	0.35	75.00	26.25
199515	HODGES	TONY		20000424	0.55	34.75	19.11
199515	HODGES	TONY		20000508	0.35	75.00	26.25
199515	HODGES	TONY		20000508	0.55	28.75	15.81
199515	HODGES	TONY		20000508	0.25	14.37	3.59
199515	HODGES	TONY		20000522	0.50	67.50	33.75
199515	HODGES	TONY		20000522	0.55	26.58	14.61
199515	HODGES	TONY		20000522	0.25	21.68	5.42
199515	HODGES	TONY		20000522	1.00	25.00	25.00
199515	HODGES	TONY		20000605	0.35	44.80	15.68
199515	HODGES	TONY		20000619	0.35	7.50	2.62
245199	HOLDEN	JOHNNY	HENRY	19991011	0.35	16.00	5.60
245199	HOLDEN	JOHNNY	HENRY	19991011	0.55	1.50	0.82
245199	HOLDEN	JOHNNY	HENRY	19991220	0.40	40.38	16.15
245199	HOLDEN	JOHNNY	HENRY	19991220	2.50	2.00	5.00
245199	HOLDEN	JOHNNY	HENRY	20000117	0.40	38.40	15.36
245199	HOLDEN	JOHNNY	HENRY	20000117	0.50	7.50	3.75
245199	HOLDEN	JOHNNY	HENRY	20000117	0.55	2.00	1.10
245199	HOLDEN	JOHNNY	HENRY	20000214	0.40	43.33	17.33
245199	HOLDEN	JOHNNY	HENRY	20000228	0.40	40.47	16.18
245199	HOLDEN	JOHNNY	HENRY	20000313	0.40	57.58	23.03
245199	HOLDEN	JOHNNY	HENRY	20000327	0.40	36.92	14.76
245199	HOLDEN	JOHNNY	HENRY	20000410	0.40	60.35	24.14
245199	HOLDEN	JOHNNY	HENRY	20000424	0.40	54.67	21.86
245199	HOLDEN	JOHNNY	HENRY	20000508	0.40	66.15	26.46
245199	HOLDEN	JOHNNY	HENRY	20000522	0.40	51.80	20.72
245199	HOLDEN	JOHNNY	HENRY	20000522	0.80	7.50	6.00
245199	HOLDEN	JOHNNY	HENRY	20000605	0.50	60.53	30.26
245199	HOLDEN	JOHNNY	HENRY	20000703	0.65	60.00	39.00
245199	HOLDEN	JOHNNY	HENRY	20000703	0.75	34.82	26.11

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A - 1150
June 2004

Inmate ID	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
245199	HOLDEN	JOHNNY	HENRY	20000703	0.35	4.52	1.58
245199	HOLDEN	JOHNNY	HENRY	20000703	0.25	18.53	4.63
245199	HOLDEN	JOHNNY	HENRY	20000717	0.50	105.49	52.74
245199	HOLDEN	JOHNNY	HENRY	20000731	0.50	186.26	93.13
245199	HOLDEN	JOHNNY	HENRY	20000814	0.50	79.78	39.89
245199	HOLDEN	JOHNNY	HENRY	20000828	0.50	111.63	55.81
245199	HOLDEN	JOHNNY	HENRY	20000911	0.50	82.48	41.24
245199	HOLDEN	JOHNNY	HENRY	20000925	0.50	108.05	54.02
245199	HOLDEN	JOHNNY	HENRY	20001009	0.50	86.74	43.37
245199	HOLDEN	JOHNNY	HENRY	20001023	0.50	178.45	89.22
245199	HOLDEN	JOHNNY	HENRY	20001106	0.50	123.54	61.77
245199	HOLDEN	JOHNNY	HENRY	20001120	0.50	97.21	48.60
245199	HOLDEN	JOHNNY	HENRY	20001204	0.50	55.06	27.53
245199	HOLDEN	JOHNNY	HENRY	20001218	0.50	208.88	104.44
245199	HOLDEN	JOHNNY	HENRY	20010101	0.50	34.38	17.19
245199	HOLDEN	JOHNNY	HENRY	20010115	0.50	166.86	83.43
245199	HOLDEN	JOHNNY	HENRY	20010129	0.50	188.50	94.25
245199	HOLDEN	JOHNNY	HENRY	20010212	0.50	136.70	68.35
245199	HOLDEN	JOHNNY	HENRY	20010226	0.50	144.99	72.49
245199	HOLDEN	JOHNNY	HENRY	20010312	0.50	76.80	38.40
245199	HOLDEN	JOHNNY	HENRY	20010326	0.50	158.54	79.27
245199	HOLDEN	JOHNNY	HENRY	20010409	0.50	99.70	49.85
245199	HOLDEN	JOHNNY	HENRY	20010423	0.50	63.00	31.50
245199	HOLDEN	JOHNNY	HENRY	20010507	0.50	178.33	89.16
245199	HOLDEN	JOHNNY	HENRY	20010521	0.50	166.31	83.15
245199	HOLDEN	JOHNNY	HENRY	20010604	0.50	171.63	85.81
245199	HOLDEN	JOHNNY	HENRY	20010618	0.50	150.34	75.17
245199	HOLDEN	JOHNNY	HENRY	20010702	0.50	152.82	76.41
245199	HOLDEN	JOHNNY	HENRY	20010716	0.50	168.36	84.18
245199	HOLDEN	JOHNNY	HENRY	20010730	0.50	167.17	83.58
245199	HOLDEN	JOHNNY	HENRY	20010813	0.50	205.27	102.63
245199	HOLDEN	JOHNNY	HENRY	20010827	0.50	174.51	87.25
245199	HOLDEN	JOHNNY	HENRY	20010910	0.50	143.40	71.70
245199	HOLDEN	JOHNNY	HENRY	20010924	0.50	174.84	87.42
245199	HOLDEN	JOHNNY	HENRY	20011008	0.50	220.38	110.19
245199	HOLDEN	JOHNNY	HENRY	20011022	0.50	236.54	118.27
245199	HOLDEN	JOHNNY	HENRY	20011105	0.50	155.48	77.74
245199	HOLDEN	JOHNNY	HENRY	20011119	0.50	173.46	86.73
245199	HOLDEN	JOHNNY	HENRY	20011203	0.50	188.29	94.14
245199	HOLDEN	JOHNNY	HENRY	20011217	0.50	249.16	124.58
245199	HOLDEN	JOHNNY	HENRY	20011231	0.50	114.03	57.01
245199	HOLDEN	JOHNNY	HENRY	20020114	0.50	161.50	80.75
245199	HOLDEN	JOHNNY	HENRY	20020128	0.50	160.86	80.43
245199	HOLDEN	JOHNNY	HENRY	20020211	0.50	187.16	93.58
245199	HOLDEN	JOHNNY	HENRY	20020225	0.50	206.69	103.34
245199	HOLDEN	JOHNNY	HENRY	20020311	0.50	172.70	86.35
245199	HOLDEN	JOHNNY	HENRY	20020325	0.50	162.24	81.12
245199	HOLDEN	JOHNNY	HENRY	20020408	0.50	125.96	62.98
245199	HOLDEN	JOHNNY	HENRY	20020422	0.50	172.46	86.23
245199	HOLDEN	JOHNNY	HENRY	20020506	0.50	207.66	103.83
245199	HOLDEN	JOHNNY	HENRY	20020520	0.50	200.86	100.43
245199	HOLDEN	JOHNNY	HENRY	20020603	0.50	159.14	79.57
245199	HOLDEN	JOHNNY	HENRY	20020617	0.50	157.30	78.65
245199	HOLDEN	JOHNNY	HENRY	20020701	0.50	181.96	90.98

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
245199	HOLDEN	JOHNNY	HENRY	20020715	0.50	138.10	69.05
245199	HOLDEN	JOHNNY	HENRY	20020729	0.50	174.06	87.03
245199	HOLDEN	JOHNNY	HENRY	20020812	0.50	140.70	70.35
245199	HOLDEN	JOHNNY	HENRY	20020826	0.50	149.06	74.53
245199	HOLDEN	JOHNNY	HENRY	20020909	0.50	137.24	68.62
245199	HOLDEN	JOHNNY	HENRY	20020923	0.50	141.90	70.95
245199	HOLDEN	JOHNNY	HENRY	20021007	0.50	152.99	76.49
245199	HOLDEN	JOHNNY	HENRY	20021021	0.50	157.50	78.75
245199	HOLDEN	JOHNNY	HENRY	20021104	0.50	133.50	66.75
245199	HOLDEN	JOHNNY	HENRY	20021118	0.50	151.97	75.98
245199	HOLDEN	JOHNNY	HENRY	20021202	0.50	129.21	64.60
245199	HOLDEN	JOHNNY	HENRY	20021216	0.50	97.53	48.76
245199	HOLDEN	JOHNNY	HENRY	20021230	0.50	53.33	26.66
245199	HOLDEN	JOHNNY	HENRY	20030113	0.50	80.14	40.07
245199	HOLDEN	JOHNNY	HENRY	20030127	0.50	107.07	53.53
245199	HOLDEN	JOHNNY	HENRY	20030210	0.50	134.52	67.26
245199	HOLDEN	JOHNNY	HENRY	20030224	0.50	152.98	76.49
245199	HOLDEN	JOHNNY	HENRY	20030310	0.50	139.42	69.71
245199	HOLDEN	JOHNNY	HENRY	20030324	0.50	126.31	63.15
245199	HOLDEN	JOHNNY	HENRY	20030407	0.50	142.50	71.25
245199	HOLDEN	JOHNNY	HENRY	20030421	0.50	128.95	64.47
245199	HOLDEN	JOHNNY	HENRY	20030505	0.50	66.94	33.47
245199	HOLDEN	JOHNNY	HENRY	20030519	0.50	147.38	73.69
245199	HOLDEN	JOHNNY	HENRY	20030602	0.50	122.76	61.38
245199	HOLDEN	JOHNNY	HENRY	20030616	0.50	110.14	55.07
245199	HOLDEN	JOHNNY	HENRY	20030630	0.50	129.58	64.79
245199	HOLDEN	JOHNNY	HENRY	20030714	0.50	133.44	66.72
245199	HOLDEN	JOHNNY	HENRY	20030728	0.50	134.96	67.48
245199	HOLDEN	JOHNNY	HENRY	20030811	0.50	96.39	48.19
245199	HOLDEN	JOHNNY	HENRY	20030825	0.50	114.89	57.44
245199	HOLDEN	JOHNNY	HENRY	20030908	0.50	64.47	32.23
245199	HOLDEN	JOHNNY	HENRY	20030922	0.50	102.73	51.36
245199	HOLDEN	JOHNNY	HENRY	20031006	0.50	130.20	65.10
245199	HOLDEN	JOHNNY	HENRY	20031020	0.50	139.40	69.70
245199	HOLDEN	JOHNNY	HENRY	20031103	0.50	141.90	70.95
245199	HOLDEN	JOHNNY	HENRY	20031117	0.50	113.84	56.92
245199	HOLDEN	JOHNNY	HENRY	20031201	0.50	106.26	53.13
245199	HOLDEN	JOHNNY	HENRY	20031215	0.50	111.00	55.50
245199	HOLDEN	JOHNNY	HENRY	20031229	0.50	112.16	56.08
245199	HOLDEN	JOHNNY	HENRY	20040112	0.50	68.06	34.03
245199	HOLDEN	JOHNNY	HENRY	20040126	0.50	110.86	55.43
245199	HOLDEN	JOHNNY	HENRY	20040209	0.50	146.26	73.13
245199	HOLDEN	JOHNNY	HENRY	20040223	0.50	128.84	64.42
245199	HOLDEN	JOHNNY	HENRY	20040308	0.50	104.06	52.03
245199	HOLDEN	JOHNNY	HENRY	20040322	0.50	135.54	67.77
245199	HOLDEN	JOHNNY	HENRY	20040405	0.50	133.64	66.82
245199	HOLDEN	JOHNNY	HENRY	20040419	0.50	151.38	75.69
245199	HOLDEN	JOHNNY	HENRY	20040503	0.50	154.33	77.16
245199	HOLDEN	JOHNNY	HENRY	20040517	0.50	126.79	63.39
245199	HOLDEN	JOHNNY	HENRY	20040531	0.50	122.21	61.10
185556	HOLLAND	TALLY	J.	20011217	0.50	34.10	17.05
185556	HOLLAND	TALLY	J.	20011231	0.50	33.15	16.57
185556	HOLLAND	TALLY	J.	20020114	0.50	40.32	20.16
243650	HOLLINGSWORTH	JAMES		19991122	0.35	49.73	17.40

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

ACADEMIC EXPERIENCE

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

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

INMATE NAME: Johnny Holden
SCDC NUMBER: 245199 NOV 04 2004
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper-A-10
WORK ASSIGNMENT: P-I-2

Office Use Only
Grievance No. LCI 0705-1
Code: General RM
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 our wa.
3.) ADKINS + Wicker further allows this issue of payment's of wages under 24-3-4 To be grieved pursuant to SCDC procedures.
4) Grievent incorporates by reference all exhibits attached to grievances file Darrell Williams and Attorney Douglas H. Westbrook on 09-22-04.

Johnny Holden 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.

Johnny Holden 5 22 07
Grievant Signature Date

5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 2274

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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HOLDEN LCI-0705-04

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 September 9, 1999 and that your participation in this project ended on August 15, 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 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

Johnny Holden, #245199,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that Johnny Holden 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

Johnny Holden
Appellant's Name
Tyger River C.I.
200 Prison Rd.
Mailing Address
Enoree, SC 29335
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
	)	
JOHNNY HOLDEN, #245199	)	
	)	
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

Michael Hood JNMATE GRIEVANCE FORM

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

INMATE NAME:

SCDC NUMBER: 279897

INSTITUTION: Lieber

HOUSING UNIT: Cooper A 06

WORK ASSIGNMENT: P.I. 2

Office Use Only
Grievance No. Lieber 0914-04
Code: General RKY
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 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.

Michael Hood 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. 2644

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 2281

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.

Michael Hood 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.

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J/N M. Hood, # 279897 LC10714-04

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 MICHAEL R. HOOD, #279897

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 3486.58 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.

(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1154-1155; 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	HARRELL, DAVID	260004	C A 41	2	9/8/99	8/3/02
MI 2	HARRIS, KHALIL	264827	A A 44	1	9/30/02	10/24/02
MI 3	HARRIS, NEIL	170100	MA 0	0	1/6/00	2/17/00
MI 3	HARRIS, P.	257350	C A 0	0		8/30/99
MI 2	HARRISON, ROBERT	282368	C A 34	1	7/18/02	6/9/04
	HARRISON, WILLIE	187180	MX 0	2	5/31/00	11/26/01
MI 3	HARTLEY, CHARLES	287036	C A 40	1	1/31/03	12/1/03
MI 3	HARTLEY, CHARLES	287036	WD196	3	2/10/04	4/8/04
MI 3	HARTMAN, JAMES	219770	C A 11	1	3/15/99	6/24/04
	HASKEL, BERRY	273131	S B 35	2	9/10/01	9/18/01
MI 3	HAYES, GARY	263985	C B 16	1	3/8/00	2/6/04
	HAYES, JOHNNY	267910	C A 31	1	2/1/02	7/26/02
	HAYWARD, CHARLES	245224	S A 37	1	9/26/01	10/11/01
MI 3	HAYWARD, JOHN	291763	E A 19	0	3/16/04	3/23/04
	HEADDEN, STANLEY	238363	C B 8	1	4/12/00	1/30/01
MI 3	HELMS, BRIAN	282757	C B 34	1	9/17/02	3/15/04
MI 3	HENDERSON, CHARLES	299623	E B 23	3		4/8/04
	HENDERSON, PATRICK	155183	C A 14	1	3/2/01	6/12/01
MI 3	HENDRIX, DAVID	257686	C B 28	2	9/9/02	12/20/02
	HENRY, DAVID	262983	S B 21	1	1/10/00	11/2/01
	HERNDEN, WILLIAM	219684	A A 5	1	6/15/00	6/19/00
MI 3	HICKENBOTTOM, STEVE	196263	C B 47	1	11/20/03	6/24/04
MI IB	HICKS, SHANNON	243187	C B 64	1	8/22/01	5/9/03
	HIGHFILL, CHARLES	215554	C B 64	1	6/6/00	8/18/00
	HILL, DANTE	259088	A A 33	2	2/14/02	3/19/02
	HILL, JONATHAN	257902	C B 15	2	4/5/02	4/24/02
	HILL, RONNIE	268988	S A 31	1	10/18/00	11/29/00
	HILLMAN, JAMES	251125	C B 16	1	8/6/99	3/7/02
	HODGE, JERRY	137372	C A 42	1	3/7/00	4/5/02
	HODGE, MICHAEL	278832	S B 39	1	10/22/01	6/18/02
MI 3	HODGE, NATHAN	231008	C B 35	2	4/6/00	12/19/02
	HODGES, TONY	199515	C B 41	1	3/21/00	6/5/00
MI 3	HOLDEN, JOHNNY	245199	C A 10	1	9/9/99	6/24/04
	HOLLAND, TALLY	185556	S B 40	1	10/29/01	1/9/02
	HOLLINGSWORTH, JAMES	243650	S A 20	1	10/11/99	1/28/00
	HOLLOWAY, EDWARD	259012	MX 0	1	11/26/01	12/12/01
MI 3	HOLMES, ROY	292694	E B 22	1	7/3/03	7/25/03
MI 2	HOLMES, WILLIE	135448	C B 25	2	7/15/02	12/11/02
MI 3	HOOD, MICHAEL	279897	C A 6	1	11/28/01	6/24/04
MO IE	HOPPER, KENNETH	277055	C B 27	1	4/17/02	10/4/02
MI 2	HOPPER, KENNETH	277055	WD198	1	7/2/03	7/7/03
	HOSIER, TONY	262066	MX 0	1	1/4/00	5/31/00
MI 3	HOUSE, WILLIE	257820	C B 2	1	2/28/00	10/23/02
MI 3	HOUSER, BRUCE	243356	C B 43	1	5/23/01	6/30/03
MI 3	HOWARD, B	161516	C A 0	0		12/6/99
MI 3	HOWARD, M	258584	C A 0	0		8/3/99

PLAINTIFF'S EXHIBIT A

A - 0784
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 $ 1,200,000.00. 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

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
259012	HOLLOWAY	EDWARD		20010507	0.50	126.50	63.25
259012	HOLLOWAY	EDWARD		20010521	0.50	101.20	50.60
259012	HOLLOWAY	EDWARD		20010604	0.50	113.85	56.92
259012	HOLLOWAY	EDWARD		20010618	0.50	126.50	63.25
259012	HOLLOWAY	EDWARD		20010702	0.50	113.85	56.92
259012	HOLLOWAY	EDWARD		20010716	0.50	113.85	56.92
259012	HOLLOWAY	EDWARD		20010730	0.50	126.50	63.25
259012	HOLLOWAY	EDWARD		20010813	0.50	113.85	56.92
259012	HOLLOWAY	EDWARD		20010827	0.50	83.20	41.60
259012	HOLLOWAY	EDWARD		20010910	0.50	127.35	63.67
259012	HOLLOWAY	EDWARD		20010924	0.50	141.50	70.75
259012	HOLLOWAY	EDWARD		20011008	0.50	127.35	63.67
259012	HOLLOWAY	EDWARD		20011022	0.50	141.50	70.75
259012	HOLLOWAY	EDWARD		20011105	0.50	141.50	70.75
259012	HOLLOWAY	EDWARD		20011119	0.50	131.10	65.55
259012	HOLLOWAY	EDWARD		20011203	0.50	113.20	56.60
292694	HOLMES	ROY	L	20030714	0.50	22.13	11.06
292694	HOLMES	ROY	L	20030728	0.50	45.83	22.91
292694	HOLMES	ROY	L	20030811	0.50	1.82	0.91
135448	HOLMES	WILLIE	ROOSEVELT	20020729	0.50	36.09	18.04
135448	HOLMES	WILLIE	ROOSEVELT	20020812	0.50	50.19	25.09
135448	HOLMES	WILLIE	ROOSEVELT	20020826	0.50	54.15	27.07
135448	HOLMES	WILLIE	ROOSEVELT	20020909	0.50	47.25	23.62
135448	HOLMES	WILLIE	ROOSEVELT	20020923	0.50	66.67	33.33
135448	HOLMES	WILLIE	ROOSEVELT	20021007	0.50	75.00	37.50
135448	HOLMES	WILLIE	ROOSEVELT	20021021	0.50	75.00	37.50
135448	HOLMES	WILLIE	ROOSEVELT	20021104	0.50	90.00	45.00
135448	HOLMES	WILLIE	ROOSEVELT	20021118	0.50	89.50	44.75
135448	HOLMES	WILLIE	ROOSEVELT	20021202	0.50	71.90	35.95
135448	HOLMES	WILLIE	ROOSEVELT	20021216	0.50	55.00	27.50
279897	HOOD	MICHAEL		20020128	0.50	65.81	32.90
279897	HOOD	MICHAEL		20020211	0.50	35.82	17.91
279897	HOOD	MICHAEL		20020225	0.50	79.50	39.75
279897	HOOD	MICHAEL		20020311	0.50	72.57	36.28
279897	HOOD	MICHAEL		20020325	0.50	90.00	45.00
279897	HOOD	MICHAEL		20020408	0.50	81.00	40.50
279897	HOOD	MICHAEL		20020422	0.50	90.00	45.00
279897	HOOD	MICHAEL		20020506	0.50	90.39	45.19
279897	HOOD	MICHAEL		20020520	0.50	21.00	10.50
279897	HOOD	MICHAEL		20020603	0.50	72.06	36.03
279897	HOOD	MICHAEL		20020617	0.50	112.50	56.25
279897	HOOD	MICHAEL		20020701	0.50	95.73	47.86
279897	HOOD	MICHAEL		20020715	0.50	84.00	42.00
279897	HOOD	MICHAEL		20020729	0.50	112.34	56.17
279897	HOOD	MICHAEL		20020812	0.50	101.25	50.62
279897	HOOD	MICHAEL		20020826	0.50	103.01	51.50
279897	HOOD	MICHAEL		20020909	0.50	59.97	29.98
279897	HOOD	MICHAEL		20030728	0.50	46.19	23.09
279897	HOOD	MICHAEL		20030811	0.50	85.94	42.97
279897	HOOD	MICHAEL		20030825	0.50	113.17	56.58
279897	HOOD	MICHAEL		20030908	0.50	91.24	45.62
279897	HOOD	MICHAEL		20030922	0.50	100.95	50.47
279897	HOOD	MICHAEL		20031006	0.50	75.36	37.68
279897	HOOD	MICHAEL		20031020	0.50	100.56	50.28

PLAINTIFF'S EXHIBIT 2652

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
279897	HOOD	MICHAEL		20031103	0.50	95.10	47.55
279897	HOOD	MICHAEL		20031117	0.50	86.60	43.30
279897	HOOD	MICHAEL		20031201	0.50	80.41	40.20
279897	HOOD	MICHAEL		20031215	0.50	84.96	42.48
279897	HOOD	MICHAEL		20031229	0.50	87.89	43.94
279897	HOOD	MICHAEL		20040112	0.50	59.67	29.83
279897	HOOD	MICHAEL		20040126	0.50	69.53	34.76
279897	HOOD	MICHAEL		20040209	0.50	95.89	47.94
279897	HOOD	MICHAEL		20040223	0.50	103.23	51.61
279897	HOOD	MICHAEL		20040308	0.50	107.55	53.77
279897	HOOD	MICHAEL		20040322	0.50	96.80	48.40
279897	HOOD	MICHAEL		20040405	0.50	103.90	51.95
279897	HOOD	MICHAEL		20040419	0.50	101.47	50.73
279897	HOOD	MICHAEL		20040503	0.50	108.94	54.47
279897	HOOD	MICHAEL		20040517	0.50	113.85	56.92
279897	HOOD	MICHAEL		20040531	0.50	110.43	55.21
277055	HOPPER	KENNETH		20020506	0.50	25.21	12.60
277055	HOPPER	KENNETH		20020520	0.50	54.37	27.18
277055	HOPPER	KENNETH		20020603	0.50	36.93	18.46
277055	HOPPER	KENNETH		20020617	0.50	21.64	10.82
277055	HOPPER	KENNETH		20020701	0.50	46.75	23.37
277055	HOPPER	KENNETH		20020715	0.50	19.92	9.96
277055	HOPPER	KENNETH		20020729	0.50	51.35	25.67
277055	HOPPER	KENNETH		20020812	0.50	68.34	34.17
277055	HOPPER	KENNETH		20020826	0.50	65.54	32.77
277055	HOPPER	KENNETH		20020909	0.50	62.86	31.43
277055	HOPPER	KENNETH		20020923	0.50	32.10	16.05
277055	HOPPER	KENNETH		20021007	0.50	26.23	13.11
262066	HOSIER	TONY	LAMAR	20000131	0.35	30.00	10.50
262066	HOSIER	TONY	LAMAR	20000214	0.35	44.53	15.58
262066	HOSIER	TONY	LAMAR	20000228	0.35	66.32	23.21
262066	HOSIER	TONY	LAMAR	20000313	0.50	75.00	37.50
262066	HOSIER	TONY	LAMAR	20000313	0.35	20.00	7.00
262066	HOSIER	TONY	LAMAR	20000327	0.50	60.00	30.00
262066	HOSIER	TONY	LAMAR	20000327	0.35	16.00	5.60
262066	HOSIER	TONY	LAMAR	20000410	0.35	38.00	13.30
262066	HOSIER	TONY	LAMAR	20000424	0.50	67.50	33.75
262066	HOSIER	TONY	LAMAR	20000424	0.35	18.00	6.30
262066	HOSIER	TONY	LAMAR	20000508	0.50	73.92	36.96
262066	HOSIER	TONY	LAMAR	20000508	0.35	20.00	7.00
262066	HOSIER	TONY	LAMAR	20000522	0.50	67.50	33.75
262066	HOSIER	TONY	LAMAR	20000522	0.80	7.50	6.00
262066	HOSIER	TONY	LAMAR	20000522	0.35	20.00	7.00
257820	HOUSE	WILLIE	J.	20000313	0.50	70.17	35.08
257820	HOUSE	WILLIE	J.	20000313	0.55	6.50	3.57
257820	HOUSE	WILLIE	J.	20000327	0.50	75.00	37.50
257820	HOUSE	WILLIE	J.	20000327	0.55	2.07	1.13
257820	HOUSE	WILLIE	J.	20000327	0.80	7.50	6.00
257820	HOUSE	WILLIE	J.	20000410	0.50	74.62	37.31
257820	HOUSE	WILLIE	J.	20000410	0.80	15.00	12.00
257820	HOUSE	WILLIE	J.	20000424	0.50	75.00	37.50
257820	HOUSE	WILLIE	J.	20000424	0.55	12.18	6.69
257820	HOUSE	WILLIE	J.	20000424	0.25	12.88	3.22
257820	HOUSE	WILLIE	J.	20000508	0.50	75.00	37.50

PLAINTIFF'S EXHIBIT 2653

A - 1155
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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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 Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

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

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

INMATE NAME: Michael R. Hood
SCDC NUMBER: 279897 NOV 08 2004
INSTITUTION: Lieber pp
HOUSING UNIT: Cooper A-06
WORK ASSIGNMENT: P.I. 2

Office Use Only
Grievance No. CO6714-04
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 WTI, and SCDC was WTI, "Agent" in paying our wages Adkins & wicker futher 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

Michael R. Hood 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.

Michael R. Hood 5-22-07
Grievant Signature Date

~~IGC~~ AGA Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

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SCDC 10-SA (November 1997)

Ackerman 5-6-11 2294

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.

2658

HOOD LCI-0714-04

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 November 28, 2001 and that your participation in this project ended on March 31, 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 nearly 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.

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.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Michael Hood, #279897,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that Michael Hood 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.

Michael Hood
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

2662

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
MICHAEL HOOD, #279897	)	
	)	
	)	
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: Willie House
SCDC NUMBER: #257820 NOV 08 2004
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-02 ✓
WORK ASSIGNMENT: PI-1

Office Use Only
Grievance No. Lieber 0650-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 29 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.

Willie House 8/23/04
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

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Ackerman 5-6-11 2301

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 11-3-04

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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2/M W. House #257820 LC10650-04

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 WILLIE HOUSE, #257820

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; 2140.82 hours in 2000 at $10.66 per hour; 1646.37 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5734.82 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.

Willie House 11-23-05
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1155-1157; 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.

[illegible]	[illegible]	[illegible]	[illegible]	Pay Date	Pay Hrs	[illegible]	Pay Amount
279897	HOOD	MICHAEL		20031103	0.50	95.10	47.55
279897	HOOD	MICHAEL		20031117	0.50	86.60	43.30
279897	HOOD	MICHAEL		20031201	0.50	80.41	40.20
279897	HOOD	MICHAEL		20031215	0.50	84.96	42.48
279897	HOOD	MICHAEL		20031229	0.50	87.89	43.94
279897	HOOD	MICHAEL		20040112	0.50	59.67	29.83
279897	HOOD	MICHAEL		20040126	0.50	69.53	34.76
279897	HOOD	MICHAEL		20040209	0.50	95.69	47.84
279897	HOOD	MICHAEL		20040223	0.50	103.23	51.61
279897	HOOD	MICHAEL		20040308	0.50	107.55	53.77
279897	HOOD	MICHAEL		20040322	0.50	96.80	48.40
279897	HOOD	MICHAEL		20040405	0.50	103.90	51.95
279897	HOOD	MICHAEL		20040419	0.50	101.47	50.73
279897	HOOD	MICHAEL		20040503	0.50	108.94	54.47
279897	HOOD	MICHAEL		20040517	0.50	113.85	56.92
279897	HOOD	MICHAEL		20040531	0.50	110.43	55.21
277055	HOPPER	KENNETH		20020508	0.50	25.21	12.60
277055	HOPPER	KENNETH		20020520	0.50	54.37	27.18
277055	HOPPER	KENNETH		20020603	0.50	36.93	18.46
277055	HOPPER	KENNETH		20020617	0.50	21.64	10.82
277055	HOPPER	KENNETH		20020701	0.50	46.75	23.37
277055	HOPPER	KENNETH		20020715	0.50	19.92	9.96
277055	HOPPER	KENNETH		20020729	0.50	51.35	25.67
277055	HOPPER	KENNETH		20020812	0.50	68.34	34.17
277055	HOPPER	KENNETH		20020826	0.50	65.54	32.77
277055	HOPPER	KENNETH		20020909	0.50	62.86	31.43
277055	HOPPER	KENNETH		20020923	0.50	32.10	16.05
277055	HOPPER	KENNETH		20021007	0.50	26.23	13.11
262066	HOSIER	TONY	LAMAR	20000131	0.35	30.00	10.50
262066	HOSIER	TONY	LAMAR	20000214	0.35	44.53	15.58
262066	HOSIER	TONY	LAMAR	20000228	0.35	66.32	23.21
262066	HOSIER	TONY	LAMAR	20000313	0.50	75.00	37.50
262066	HOSIER	TONY	LAMAR	20000313	0.35	20.00	7.00
262066	HOSIER	TONY	LAMAR	20000327	0.50	60.00	30.00
262066	HOSIER	TONY	LAMAR	20000327	0.35	16.00	5.60
262066	HOSIER	TONY	LAMAR	20000410	0.35	38.00	13.30
262066	HOSIER	TONY	LAMAR	20000424	0.50	67.50	33.75
262066	HOSIER	TONY	LAMAR	20000424	0.35	18.00	6.30
262066	HOSIER	TONY	LAMAR	20000508	0.50	73.92	36.96
262066	HOSIER	TONY	LAMAR	20000508	0.35	20.00	7.00
262066	HOSIER	TONY	LAMAR	20000522	0.50	67.50	33.75
262066	HOSIER	TONY	LAMAR	20000522	0.80	7.50	6.00
262066	HOSIER	TONY	LAMAR	20000522	0.35	20.00	7.00
257820	HOUSE	WILLIE	J.	20000313	0.50	70.17	35.08
257820	HOUSE	WILLIE	J.	20000313	0.55	6.50	3.57
257820	HOUSE	WILLIE	J.	20000327	0.50	75.00	37.50
257820	HOUSE	WILLIE	J.	20000327	0.55	2.07	1.13
257820	HOUSE	WILLIE	J.	20000327	0.80	7.50	6.00
257820	HOUSE	WILLIE	J.	20000410	0.50	74.62	37.31
257820	HOUSE	WILLIE	J.	20000410	0.80	15.00	12.00
257820	HOUSE	WILLIE	J.	20000424	0.50	75.00	37.50
257820	HOUSE	WILLIE	J.	20000424	0.55	12.18	6.69
257820	HOUSE	WILLIE	J.	20000424	0.25	12.88	3.22
257820	HOUSE	WILLIE	J.	20000508	0.50	75.00	37.50

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PLAINTIFF'S EXHIBIT F

257820	HOUSE	WILLIE	J.	20000508	0.80	14.08	11.26
257820	HOUSE	WILLIE	J.	20000522	0.50	67.50	33.75
257820	HOUSE	WILLIE	J.	20000522	0.65	39.78	21.87
257820	HOUSE	WILLIE	J.	20000522	0.25	21.55	5.38
257820	HOUSE	WILLIE	J.	20000605	0.50	67.50	33.75
257820	HOUSE	WILLIE	J.	20000605	0.55	14.26	7.84
257820	HOUSE	WILLIE	J.	20000605	0.25	14.00	3.50
257820	HOUSE	WILLIE	J.	20000703	0.50	60.00	30.00
257820	HOUSE	WILLIE	J.	20000703	0.55	39.90	21.94
257820	HOUSE	WILLIE	J.	20000703	0.25	14.72	3.68
257820	HOUSE	WILLIE	J.	20000717	0.50	79.18	39.59
257820	HOUSE	WILLIE	J.	20000731	0.50	115.78	57.89
257820	HOUSE	WILLIE	J.	20000814	0.50	81.21	40.60
257820	HOUSE	WILLIE	J.	20000828	0.50	110.47	55.23
257820	HOUSE	WILLIE	J.	20000911	0.50	66.44	33.22
257820	HOUSE	WILLIE	J.	20000925	0.50	126.58	63.29
257820	HOUSE	WILLIE	J.	20001009	0.50	123.50	61.75
257820	HOUSE	WILLIE	J.	20001023	0.50	139.48	69.74
257820	HOUSE	WILLIE	J.	20001106	0.50	134.47	67.23
257820	HOUSE	WILLIE	J.	20001120	0.50	92.88	46.44
257820	HOUSE	WILLIE	J.	20001204	0.50	72.43	36.21
257820	HOUSE	WILLIE	J.	20001218	0.50	140.77	70.38
257820	HOUSE	WILLIE	J.	20010101	0.50	78.42	39.21
257820	HOUSE	WILLIE	J.	20010115	0.50	95.50	47.75
257820	HOUSE	WILLIE	J.	20010129	0.50	119.38	59.69
257820	HOUSE	WILLIE	J.	20010212	0.50	103.53	51.76
257820	HOUSE	WILLIE	J.	20010226	0.50	95.19	47.59
257820	HOUSE	WILLIE	J.	20010312	0.50	104.57	52.28
257820	HOUSE	WILLIE	J.	20010326	0.50	114.43	57.21
257820	HOUSE	WILLIE	J.	20010409	0.50	170.40	85.20
257820	HOUSE	WILLIE	J.	20010423	0.50	165.87	82.93
257820	HOUSE	WILLIE	J.	20010507	0.50	166.19	83.09
257820	HOUSE	WILLIE	J.	20010521	0.50	194.87	97.43
257820	HOUSE	WILLIE	J.	20010604	0.50	100.77	50.38
257820	HOUSE	WILLIE	J.	20010618	0.50	136.62	68.31
257820	HOUSE	WILLIE	J.	20010702	0.50	79.05	39.52
257820	HOUSE	WILLIE	J.	20010716	0.50	60.72	30.36
257820	HOUSE	WILLIE	J.	20010730	0.50	201.08	100.54
257820	HOUSE	WILLIE	J.	20010813	0.50	168.88	84.44
257820	HOUSE	WILLIE	J.	20010827	0.50	122.89	61.44
257820	HOUSE	WILLIE	J.	20010910	0.50	174.81	87.40
257820	HOUSE	WILLIE	J.	20010924	0.50	177.74	88.87
257820	HOUSE	WILLIE	J.	20011008	0.50	175.03	87.51
257820	HOUSE	WILLIE	J.	20011022	0.50	186.39	93.19
257820	HOUSE	WILLIE	J.	20011105	0.50	175.52	87.76
257820	HOUSE	WILLIE	J.	20011119	0.50	213.59	106.79
257820	HOUSE	WILLIE	J.	20011203	0.50	143.59	71.79
257820	HOUSE	WILLIE	J.	20011217	0.50	195.96	97.98
257820	HOUSE	WILLIE	J.	20011231	0.50	81.00	40.50
257820	HOUSE	WILLIE	J.	20020114	0.50	127.41	63.70
257820	HOUSE	WILLIE	J.	20020128	0.50	161.46	80.73
257820	HOUSE	WILLIE	J.	20020211	0.50	177.04	88.52
257820	HOUSE	WILLIE	J.	20020225	0.50	168.91	84.45
257820	HOUSE	WILLIE	J.	20020311	0.50	175.98	87.69

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June 2004

257820	HOUSE	WILLIE	J.	20020325	0.50	184.46	92.23
257820	HOUSE	WILLIE	J.	20020408	0.50	164.50	82.25
257820	HOUSE	WILLIE	J.	20020422	0.50	167.76	83.88
257820	HOUSE	WILLIE	J.	20020506	0.50	163.66	81.83
257820	HOUSE	WILLIE	J.	20020520	0.50	145.59	72.79
257820	HOUSE	WILLIE	J.	20020603	0.50	147.34	73.67
257820	HOUSE	WILLIE	J.	20020617	0.50	185.80	92.90
257820	HOUSE	WILLIE	J.	20020701	0.50	161.76	80.88
257820	HOUSE	WILLIE	J.	20020715	0.50	151.16	75.58
257820	HOUSE	WILLIE	J.	20020729	0.50	173.64	86.82
257820	HOUSE	WILLIE	J.	20020812	0.50	178.10	89.05
257820	HOUSE	WILLIE	J.	20020826	0.50	206.54	103.27
257820	HOUSE	WILLIE	J.	20020909	0.50	176.14	88.07
257820	HOUSE	WILLIE	J.	20020923	0.50	196.81	98.40
257820	HOUSE	WILLIE	J.	20021007	0.50	194.49	97.24
257820	HOUSE	WILLIE	J.	20021021	0.50	199.13	99.56
257820	HOUSE	WILLIE	J.	20021104	0.50	50.54	25.27
243356	HOUSER	BRUCE		20010604	0.50	31.54	15.77
243356	HOUSER	BRUCE		20010618	0.50	47.09	23.54
243356	HOUSER	BRUCE		20010702	0.50	80.39	40.19
243356	HOUSER	BRUCE		20010718	0.50	49.53	24.76
243356	HOUSER	BRUCE		20010730	0.50	75.00	37.50
243356	HOUSER	BRUCE		20010813	0.50	93.15	46.57
243356	HOUSER	BRUCE		20010827	0.50	67.51	33.75
243356	HOUSER	BRUCE		20010910	0.50	81.00	40.50
243356	HOUSER	BRUCE		20010924	0.50	90.00	45.00
243356	HOUSER	BRUCE		20011008	0.50	105.21	52.60
243356	HOUSER	BRUCE		20011022	0.50	96.60	48.30
243356	HOUSER	BRUCE		20011105	0.50	59.70	29.85
243356	HOUSER	BRUCE		20011119	0.50	93.00	46.50
243356	HOUSER	BRUCE		20011203	0.50	66.08	33.04
243356	HOUSER	BRUCE		20011217	0.50	122.50	61.25
243356	HOUSER	BRUCE		20011231	0.50	56.25	28.12
243356	HOUSER	BRUCE		20020114	0.50	78.75	39.37
243356	HOUSER	BRUCE		20020128	0.50	105.00	52.50
243356	HOUSER	BRUCE		20020211	0.50	112.47	56.23
243356	HOUSER	BRUCE		20020225	0.50	116.88	58.44
243356	HOUSER	BRUCE		20020311	0.50	127.50	63.75
243356	HOUSER	BRUCE		20020325	0.50	127.50	63.75
243356	HOUSER	BRUCE		20020408	0.50	114.75	57.37
243356	HOUSER	BRUCE		20020422	0.50	127.50	63.75
243356	HOUSER	BRUCE		20020506	0.50	130.34	65.17
243356	HOUSER	BRUCE		20020520	0.50	130.98	65.49
243356	HOUSER	BRUCE		20020603	0.50	114.75	57.37
243356	HOUSER	BRUCE		20020617	0.50	140.53	70.26
243356	HOUSER	BRUCE		20020701	0.50	145.58	72.79
243356	HOUSER	BRUCE		20020715	0.50	104.07	52.03
243356	HOUSER	BRUCE		20020729	0.50	141.54	70.77
243356	HOUSER	BRUCE		20020812	0.50	140.33	70.16
243356	HOUSER	BRUCE		20020826	0.50	143.47	71.73
243356	HOUSER	BRUCE		20020909	0.50	114.75	57.37
243356	HOUSER	BRUCE		20020823	0.50	121.13	60.56
243356	HOUSER	BRUCE		20021007	0.50	130.20	65.10
243356	HOUSER	BRUCE		20021021	0.50	142.95	71.47

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June 2004

11-8-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: House, Willie

SCDC NUMBER: 257820 NOV 08 2004

INSTITUTION: Lieber Corr. Inst. PP

HOUSING UNIT: Cooper B-02

WORK ASSIGNMENT: PI-1

Office Use Only
Grievance No. LCI 0650-04
Code: General AA
Policy
Disc. Hear.
Class. NOV 08 2004
Date Received
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 peyment 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.

Willie House 11-3-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

Inmate Release
12-1-05
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

(SEE REVERSE SIDE FOR INSTRUCTIONS)

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Ackerman 5-6-11 2309

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
House, Willie	257820 RELEASED 12/1/05	LCI-0650-04

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 your participation in the prison industries project at Lieber first started on March 13, 2000 and ended November 4, 2002. Additionally, your pay records show that you experienced an interruption in your participation in this project from June 5, 2000 through July 3, 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

Ackerman 5-6-11 2310

Inmate Name	SCDC #	Grievance #
House, Willie	257820 RELEASED 12/1/05	LCI-0650-04

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 4 ½ years after SCDC first paid you for your participation in the project located at Lieber, nearly 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 #
House, Willie	257820 RELEASED 12/1/05	LCI-0650-04

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 I 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

Inmate Name	SCDC #	Grievance #
House, Willie	257820 RELEASED 12/1/05	LCI-0650-04

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

Willie J. House, #257820

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that Willie J. House 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

Willie J. House
Appellant's Name

Signed

(1) 198 Jeter St.
Mailing Address

(2) c/o Ms. Janie Johnson-McVay
310 North Watterson St.

Dated: 2-6-08

(1) Chester, SC 29706 (2) Kings Mountain, NC 28086
City, State, Zip Code

none available
Telephone Number

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

2677

(See reverse side for instructions)

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
WILLIE J. HOUSE, #257820	)	
	)	
	)	
	)	
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

2678

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Don Hughes
SCDC NUMBER: 256862
INSTITUTION: Lieber
HOUSING UNIT: Ashley B-54
WORK ASSIGNMENT: Commissary

Office Use Only
Grievance No. Lieber 0606-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 22 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 Industries 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 7A-74 as fact that from 1998-2004 they denied me Prevailing wage.

ACTION REQUESTED: That all money due to me be paid at Prevailing wage and all overtime rate at that 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

Don Hughes 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

Inmate Hughes: 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.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

2679

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct 29 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: 10-29-04

IGO Signature — Date: 10/29/04

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.

2680

Inmate Don Hughes, #250862 LCI000-

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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AMENDMENT TO GRIEVANCE OF DON HUGHES, #256862

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 121.58 hours in 1999 at $9.68 per hour; 943.52 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 6131.10 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.

Don Hughes 2-10-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0785; C, 0081,0086; F, 1159-1160; 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	HUCKLEBERRY, MICHAEL	280071	E B 28	1	3/25/02	4/9/02
	HUGGINS, STEPHEN	244269	M 0	1	1/11/00	1/13/00
	HUGGINS, WILLIAM	268860	C A 11	1	10/17/00	1/22/02
MI 3	HUGHES, DON	256862	C A 48	1	1/25/02	3/31/03 X wrong Date
	HULETT, ANDY	261927	C B 23	1	12/1/99	7/14/00
	HULLETT, RODNEY	266596	S A 28	1	7/12/00	7/31/00
	HUNLEY, JOHN	215982	C A 24	1	4/4/01	11/14/01 [3-31-04
	HUNT, HERMAN	238134	A A 27	2	8/19/02	8/19/02
	HUSBAND, STEVEN	238009	S B 16	1	8/17/01	3/5/02
	HUTCHINSON, JAMAAR	266948	E B 60	1	6/29/00	7/12/00
MI 2	HYTOWER, OTHO	196835	S B 45	1	8/30/01	10/31/02
	INABINET, DAVID	254876	C 0	1	11/10/99	1/11/00
	IRICK, WILLIE	276781	C B 30	2	8/22/01	10/11/01
	IRVING, TWITTY	270014	C B 23	1	6/12/01	9/7/01
	JACKSON, BERNARD	210745	C B 38	1	4/3/01	9/13/01
	JACKSON, CHRISTOPHER	251391	M X 0	2	1/6/00	12/18/01
MI 3	JACKSON, CHUCK	266425	C B 49	1	7/16/02	6/26/03
MI 3	JACKSON, JAMES	267718	C B 49	1	2/8/02	6/24/04
	JACKSON, LEWIS	259741	S A 35	1	5/1/00	6/29/00
MI 2	JADOFSKY, STEWART	238871	S B 58	1	10/13/99	9/3/02
MI 3	JENKINS, JOHNNY	297846	C A 17	3		3/17/04
	JENKINS, MICHAEL	199998	C B 53	1	10/16/00	1/26/01
MI 2	JENKINS, PETER	257321	C B 56	1	11/10/99	5/2/03
	JENNINGS, JAMIE	234403	C B 9	1	9/9/99	6/30/00
MI 3	JOHN, ARCHIE	259396	C B 64	1	1/16/02	4/23/04
	JOHNSON, ALVIN	72011	M X 0	2	1/4/00	12/20/01
	JOHNSON, ANTHONY	199755	S A 52	1	4/2/01	12/20/01
	JOHNSON, ANTHONY	275948	C B 20	2	7/23/01	9/10/01
MI 3	JOHNSON, CHARLES	288519	A B 63	3	3/22/04	4/8/04
	JOHNSON, CLARENCE	237253	C 0	1	11/4/99	1/5/00
	JOHNSON, COLLIE	261438	S A 54	1	5/10/02	5/31/02
	JOHNSON, DARRYL	228906	M X 0	2	1/4/00	7/7/00
	JOHNSON, DENEN	265649	M X 0	2	5/25/00	4/20/01
	JOHNSON, JAMES	254531	A B 48	1	12/5/00	12/14/00
	JOHNSON, JEROME	161468	S A 16	1	3/14/02	1/30/02
	JOHNSON, NATHANIEL	219664	M 0	1	3/27/00	5/2/00
	JOHNSON, TERRY	276426	S B 43	1	7/30/01	8/28/01
MI 2	JOHNSON, THOMAS	256557	C A 53	1	9/9/99	5/2/03
	JONES, ANTONIO	272295	S B 33	1	2/23/02	3/25/02
	JONES, AUGUEST	268875	S A 55	1	9/5/01	11/5/01
	JONES, CHRISTOPHER	218644	E A 4	2	7/24/01	8/20/01
	JONES, CURTIS	215889	A B 43	2	8/19/02	8/20/02
	JONES, DWIGHT	237527	C 0	1	8/6/99	1/26/00
	JONES, GLENN	152336	S B 26	1	10/25/01	2/5/02
	JONES, MICHAEL	261900	C 0	1	11/15/99	3/3/00
	JONES, RAYMOND	269041	C B 15	1	10/16/00	5/2/01

PLAINTIFF'S EXHIBIT

A-0785
June 2004

2684

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
2685

Ackerman 5-6-11 2322

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 No	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
268860	HUGGINS	WILLIAM	TERRY	20020114	0.50	85.00	42.50
268860	HUGGINS	WILLIAM	TERRY	20020128	0.50	13.44	6.72
256862	HUGHES	DON	LOUIS	19991206	0.35	22.12	7.74
256862	HUGHES	DON	LOUIS	19991220	0.35	52.22	18.27
256862	HUGHES	DON	LOUIS	19991220	2.50	2.00	5.00
256862	HUGHES	DON	LOUIS	20000103	0.35	37.22	13.02
256862	HUGHES	DON	LOUIS	20000103	0.55	8.02	4.41
256862	HUGHES	DON	LOUIS	20000117	0.35	75.00	26.25
256862	HUGHES	DON	LOUIS	20000117	0.55	9.73	5.35
256862	HUGHES	DON	LOUIS	20000117	0.50	15.00	7.50
256862	HUGHES	DON	LOUIS	20000117	0.55	4.00	2.20
256862	HUGHES	DON	LOUIS	20000131	0.35	52.50	18.37
256862	HUGHES	DON	LOUIS	20000214	0.50	74.02	37.01
256862	HUGHES	DON	LOUIS	20000214	0.55	5.50	3.02
256862	HUGHES	DON	LOUIS	20000228	0.50	67.50	33.75
256862	HUGHES	DON	LOUIS	20000228	0.55	2.04	1.12
256862	HUGHES	DON	LOUIS	20000228	1.05	15.00	15.75
256862	HUGHES	DON	LOUIS	20000313	0.50	74.23	37.11
256862	HUGHES	DON	LOUIS	20000327	0.50	75.00	37.50
256862	HUGHES	DON	LOUIS	20000410	0.50	75.00	37.50
256862	HUGHES	DON	LOUIS	20000410	0.55	5.37	2.95
256862	HUGHES	DON	LOUIS	20000410	0.80	7.50	6.00
256862	HUGHES	DON	LOUIS	20000424	0.50	70.98	35.49
256862	HUGHES	DON	LOUIS	20000508	0.50	75.00	37.50
256862	HUGHES	DON	LOUIS	20000522	0.35	60.00	21.00
256862	HUGHES	DON	LOUIS	20000605	0.35	58.82	20.58
256862	HUGHES	DON	LOUIS	20000605	0.50	67.50	33.75
256862	HUGHES	DON	LOUIS	20000605	0.55	11.68	6.42
256862	HUGHES	DON	LOUIS	20000703	0.50	30.05	15.02
256862	HUGHES	DON	LOUIS	20000703	0.35	12.10	4.23
256862	HUGHES	DON	LOUIS	20020211	0.50	47.54	23.77
256862	HUGHES	DON	LOUIS	20020225	0.50	66.21	33.10
256862	HUGHES	DON	LOUIS	20020311	0.50	59.90	29.95
256862	HUGHES	DON	LOUIS	20020325	0.50	63.94	31.97
256862	HUGHES	DON	LOUIS	20020408	0.50	74.43	37.21
256862	HUGHES	DON	LOUIS	20020422	0.50	84.43	42.21
256862	HUGHES	DON	LOUIS	20020506	0.50	78.61	39.30
256862	HUGHES	DON	LOUIS	20020520	0.50	99.57	49.78
256862	HUGHES	DON	LOUIS	20020603	0.50	87.47	43.73
256862	HUGHES	DON	LOUIS	20020617	0.50	96.77	48.38
256862	HUGHES	DON	LOUIS	20020701	0.50	97.02	48.51
256862	HUGHES	DON	LOUIS	20020715	0.50	79.43	39.71
256862	HUGHES	DON	LOUIS	20020729	0.50	99.85	49.92
256862	HUGHES	DON	LOUIS	20020812	0.50	134.00	67.00
256862	HUGHES	DON	LOUIS	20020826	0.50	121.80	60.90
256862	HUGHES	DON	LOUIS	20020909	0.50	117.38	58.69
256862	HUGHES	DON	LOUIS	20020923	0.50	127.28	63.64
256862	HUGHES	DON	LOUIS	20021007	0.50	131.59	65.79
256862	HUGHES	DON	LOUIS	20021021	0.50	125.10	62.55
256862	HUGHES	DON	LOUIS	20021104	0.50	112.50	56.25
256862	HUGHES	DON	LOUIS	20021118	0.50	107.18	53.59
256862	HUGHES	DON	LOUIS	20021202	0.50	107.78	53.89
256862	HUGHES	DON	LOUIS	20021216	0.50	119.17	59.58
256862	HUGHES	DON	LOUIS	20021230	0.50	103.40	51.70

PLAINTIFF'S EXHIBIT F 2687

A - 1159
June 2004

Ackerman 5-6-11 2324

Inmate No	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
256862	HUGHES	DON	LOUIS	20030113	0.50	132.60	66.30
256862	HUGHES	DON	LOUIS	20030127	0.50	117.26	58.63
256862	HUGHES	DON	LOUIS	20030210	0.50	108.42	54.21
256862	HUGHES	DON	LOUIS	20030224	0.50	98.99	49.49
256862	HUGHES	DON	LOUIS	20030310	0.50	127.48	63.74
256862	HUGHES	DON	LOUIS	20030324	0.50	127.50	63.75
256862	HUGHES	DON	LOUIS	20030407	0.50	104.69	52.34
256862	HUGHES	DON	LOUIS	20030421	0.50	116.50	58.25
256862	HUGHES	DON	LOUIS	20030505	0.50	103.82	51.91
256862	HUGHES	DON	LOUIS	20030519	0.50	143.10	71.55
256862	HUGHES	DON	LOUIS	20030602	0.50	113.65	56.82
256862	HUGHES	DON	LOUIS	20030616	0.50	136.26	68.13
256862	HUGHES	DON	LOUIS	20030630	0.50	125.43	62.71
256862	HUGHES	DON	LOUIS	20030714	0.50	134.56	67.28
256862	HUGHES	DON	LOUIS	20030728	0.50	119.34	59.67
256862	HUGHES	DON	LOUIS	20030811	0.50	118.12	59.06
256862	HUGHES	DON	LOUIS	20030825	0.50	119.77	59.88
256862	HUGHES	DON	LOUIS	20030908	0.50	108.46	54.23
256862	HUGHES	DON	LOUIS	20030922	0.50	121.89	60.94
256862	HUGHES	DON	LOUIS	20031006	0.50	119.09	59.54
256862	HUGHES	DON	LOUIS	20031020	0.50	115.09	57.54
256862	HUGHES	DON	LOUIS	20031103	0.50	119.85	59.92
256862	HUGHES	DON	LOUIS	20031117	0.50	115.65	57.82
256862	HUGHES	DON	LOUIS	20031201	0.50	106.45	53.22
256862	HUGHES	DON	LOUIS	20031215	0.50	108.29	54.14
256862	HUGHES	DON	LOUIS	20031229	0.50	107.10	53.55
256862	HUGHES	DON	LOUIS	20040112	0.50	73.90	36.95
256862	HUGHES	DON	LOUIS	20040126	0.50	110.98	55.49
256862	HUGHES	DON	LOUIS	20040209	0.50	123.93	61.96
256862	HUGHES	DON	LOUIS	20040223	0.50	138.98	69.49
256862	HUGHES	DON	LOUIS	20040308	0.50	79.76	39.88
256862	HUGHES	DON	LOUIS	20040322	0.50	122.99	61.49
256862	HUGHES	DON	LOUIS	20040405	0.50	68.85	34.42
261927	HULETT	ANDY		19991206	0.35	23.18	8.11
261927	HULETT	ANDY		19991220	0.35	68.07	23.82
261927	HULETT	ANDY		19991220	0.55	15.00	8.25
261927	HULETT	ANDY		19991220	2.50	2.00	5.00
261927	HULETT	ANDY		20000103	0.35	28.73	10.05
261927	HULETT	ANDY		20000103	0.55	2.67	1.46
261927	HULETT	ANDY		20000117	0.35	74.52	26.08
261927	HULETT	ANDY		20000131	0.35	64.87	22.70
261927	HULETT	ANDY		20000214	0.50	75.00	37.50
261927	HULETT	ANDY		20000214	0.55	5.50	3.02
261927	HULETT	ANDY		20000228	0.50	66.52	33.26
261927	HULETT	ANDY		20000228	0.55	7.50	4.12
261927	HULETT	ANDY		20000313	0.50	67.50	33.75
261927	HULETT	ANDY		20000605	0.50	75.00	37.50
261927	HULETT	ANDY		20000605	0.55	12.30	6.76
261927	HULETT	ANDY		20000605	0.80	10.00	8.00
261927	HULETT	ANDY		20000619	0.50	164.73	82.36
261927	HULETT	ANDY		20000703	0.65	60.00	39.00
261927	HULETT	ANDY		20000703	0.75	48.78	36.58
261927	HULETT	ANDY		20000703	0.25	11.07	2.76
261927	HULETT	ANDY		20000717	0.50	88.47	44.23

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

ACADEMIC EXPERIENCE

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

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Don Hughes
SCDC NUMBER: 256862
INSTITUTION: Lieber
HOUSING UNIT: Ashley B-54
WORK ASSIGNMENT: Visitation Worker

Nov. 2, 04 P.P.

Office Use Only
Grievance No. LCI 01006-04
Code: General NN
Policy
Disc. Hear.
Class.
Date Received NOV 0 2 2004
IGC Initials LC

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

The department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industries 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 7A-77 as fact that from 1998-2004 they denied me Prevailing wage.

Don Hughes 11-1-04
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.

Don Hughes 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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HUGHES LCI-0606-04

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 January 25, 2002 and that your participation in this project ended on March 31, 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

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 18 months 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

Don Hughes, #256862,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04- -

GRIEVANCE NO.:

Notice is hereby given that Don Hughes 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

Don Hughes
Appellant's Name

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

Ridgeville, SC 29472
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
DON HUGHES, #256862	)	
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

2697

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Timothy Inman INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 151123

INSTITUTION: LIEBER C.I.

HOUSING UNIT: COOPER A-48

WORK ASSIGNMENT: P.I. 2

Office Use Only

Grievance No. Lieber 0777-04

Code: General NGY

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

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 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, 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.

Timothy Inman 9-27-04

Grievant Signature Date

ACTION TAKEN BY IGC:

Released 10-6-04 (DICB)

See Warden's Response.

L Conyers 10/28/04

IGC Signature Date

N/A

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

☐ I do not accept the action taken and wish to appeal. 2698

Ackerman 5-6-11 2335

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

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 fifteen (15) days of an alleged incident; policy grievances 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 appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

2699

Jack D. Inman, # 151123 CCI 0777-04

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.

2700

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.

2701

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Timothy Inman, #151123 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 Timothy Inman 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.

Timothy Inman
Appellant's Name

c/o Ms. Terri Reynolds (widow)
Mailing Address

8963 Buck Run Ct.

North Charleston, SC 29406
City, State, Zip Code

(843) 303-6700
Telephone Number

Signed

11-6-08
Dated

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

(See reverse side for instructions)

2702

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
TIMOTHY INMAN, #151123	)	
	)	
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

(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
2703

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

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

STEP 1

INMATE NAME:

SCDC NUMBER: 266425 (released)

INSTITUTION: Lieber

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, 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 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 fc 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.

Grievant Signature Date 2-28-08

** According to Exh. F, Inmate Jackson's pay dates were from Oct. 8, 2001 to June 30, 2003.

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)

CONTINUED ON REVERSE SIDE

2704

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Chuck Jackson #266425 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 Chuck Jackson 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.

Chuck Jackson
Appellant's Name

98 Jackson St.
Mailing Address

Charleston, SC 29403

(843) 577-6307 (mother)
City, State, Zip Code

Telephone Number

Signed

11-1-01
Dated

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

(See reverse side for instructions)

2705

Ackerman 5-6-11 2342

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
CHUCK JACKSON, #266425	)	
	)	
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

(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

Douglas H. Westbrook

2706

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

James Jackson INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 267718

INSTITUTION: Lieber

HOUSING UNIT: C. B. 49

WORK ASSIGNMENT: P. I. 2

Office Use Only

Grievance No. Lieber 0736-04

Code: General AM

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 24-3-43(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/Liebe 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 docume a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 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, a other records for class members shown to IE's counsel July 20, 2004 at Liebe 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 ha 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 (Will et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certif a class action representing the class identified in Exh. A. On August 23, 2(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.

James Jackson 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.

N/A

Grievant Signature Date

2707

SCDC 10-5 (Rev. November 1997)

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.

Grievant Signature Date 9-27-04 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.

2708

Jirk J. Jackson, #267718 LCI 0736-04

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.

2709

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.

2710

AMENDMENT TO GRIEVANCE OF JAMES JACKSON, #267718

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 6866.69 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.

James Jackson 2/3/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0785; C, 0081,0086; F, 1164-1165; 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.

2711

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	HUCKLEBERRY, MICHAEL	280071	E B 28	1	3/25/02	4/9/02
	HUGGINS, STEPHEN	244269	M 0	1	1/11/00	1/13/00
	HUGGINS, WILLIAM	268860	C A 11	1	10/17/00	1/22/02
MI 3	HUGHES, DON	256862	C A 48	1	1/25/02	3/31/03
	HULETT, ANDY	261927	C B 23	1	12/1/99	7/14/00
	HULLETT, RODNEY	266596	S A 28	1	7/12/00	7/31/00
	HUNLEY, JOHN	215982	C A 24	1	4/4/01	11/14/01
	HUNT, HERMAN	238134	A A 27	2	8/19/02	8/19/02
	HUSBAND, STEVEN	238009	S B 16	1	8/17/01	3/5/02
	HUTCHINSON, JAMAAR	266948	E B 60	1	6/29/00	7/12/00
MI 2	HYTOWER, OTHO	196835	S B 45	1	8/30/01	10/31/02
	INABINET, DAVID	254876	C 0	1	11/10/99	1/11/00
	IRICK, WILLIE	276781	C B 30	2	8/22/01	10/11/01
	IRVING, TWITTY	270014	C B 23	1	6/12/01	9/7/01
	JACKSON, BERNARD	210745	C B 38	1	4/3/01	9/13/01
	JACKSON, CHRISTOPHER	251391	M X 0	2	1/6/00	12/18/01
MI 3	JACKSON, CHUCK	266425	C B 49	1	7/16/02	6/26/03
MI 3	JACKSON, JAMES	267718	C B 49	1	2/8/02	6/24/04
	JACKSON, LEWIS	259741	S A 35	1	5/1/00	6/29/00
MI 2	JADOFSKY, STEWART	238871	S B 58	1	10/13/99	9/3/02
MI 3	JENKINS, JOHNNY	297846	C A 17	3		3/17/04
	JENKINS, MICHAEL	199998	C B 53	1	10/16/00	1/26/01
MI 2	JENKINS, PETER	257321	C B 56	1	11/10/99	5/2/03
	JENNINGS, JAMIE	234403	C B 9	1	9/9/99	6/30/00
MI 3	JOHN, ARCHIE	259396	C B 64	1	1/16/02	4/23/04
	JOHNSON, ALVIN	72011	M X 0	2	1/4/00	12/20/01
	JOHNSON, ANTHONY	199755	S A 52	1	4/2/01	12/20/01
	JOHNSON, ANTHONY	275948	C B 20	2	7/23/01	9/10/01
MI 3	JOHNSON, CHARLES	288519	A B 63	3	3/22/04	4/8/04
	JOHNSON, CLARENCE	237253	C 0	1	11/4/99	1/5/00
	JOHNSON, COLLIE	261438	S A 54	1	5/10/02	5/31/02
	JOHNSON, DARRYL	228906	M X 0	2	1/4/00	7/7/00
	JOHNSON, DENEN	265649	M X 0	2	5/25/00	4/20/01
	JOHNSON, JAMES	254531	A B 48	1	12/5/00	12/14/00
	JOHNSON, JEROME	161468	S A 16	1	1/14/02	1/30/02
	JOHNSON, NATHANIEL	219664	M 0	1	3/27/00	5/2/00
	JOHNSON, TERRY	276426	S B 43	1	7/30/01	8/28/01
MI 2	JOHNSON, THOMAS	256557	C A 53	1	9/9/99	5/2/03
	JONES, ANTONIO	272295	S B 33	1	2/23/02	3/25/02
	JONES, AUGUEST	268875	S A 55	1	9/5/01	11/5/01
	JONES, CHRISTOPHER	218644	E A 4	2	7/24/01	8/20/01
	JONES, CURTIS	215889	A B 43	2	8/19/02	8/20/02
	JONES, DWIGHT	237527	C 0	1	8/6/99	1/26/00
	JONES, GLENN	152336	S B 26	1	10/25/01	2/5/02
	JONES, MICHAEL	261900	C 0	1	11/15/99	3/3/00
	JONES, RAYMOND	269041	C B 15	1	10/16/00	5/2/01

PLAINTIFF'S EXHIBIT

A - 0785
June 2004

2772

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 just. 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.

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Ackerman 5-6-11 2350

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 2351

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
266425	JACKSON	CHUCK		20021118	0.50	90.39	45.19
266425	JACKSON	CHUCK		20021202	0.50	80.90	40.45
266425	JACKSON	CHUCK		20021216	0.50	90.16	45.08
266425	JACKSON	CHUCK		20021230	0.50	45.00	22.50
266425	JACKSON	CHUCK		20030113	0.50	53.65	26.82
266425	JACKSON	CHUCK		20030127	0.50	55.37	27.68
266425	JACKSON	CHUCK		20030210	0.50	78.91	39.45
266425	JACKSON	CHUCK		20030224	0.50	89.90	44.95
266425	JACKSON	CHUCK		20030310	0.50	82.71	41.35
266425	JACKSON	CHUCK		20030324	0.50	95.08	47.54
266425	JACKSON	CHUCK		20030407	0.50	88.86	44.43
266425	JACKSON	CHUCK		20030421	0.50	87.47	43.73
266425	JACKSON	CHUCK		20030505	0.50	82.88	41.44
266425	JACKSON	CHUCK		20030602	0.50	82.13	41.06
266425	JACKSON	CHUCK		20030616	0.50	114.94	57.47
266425	JACKSON	CHUCK		20030630	0.50	59.28	29.64
267718	JACKSON	JAMES		20010924	0.50	47.67	23.83
267718	JACKSON	JAMES		20011008	0.50	64.50	32.25
267718	JACKSON	JAMES		20011022	0.50	59.65	29.82
267718	JACKSON	JAMES		20011105	0.50	52.50	26.25
267718	JACKSON	JAMES		20011119	0.50	79.50	39.75
267718	JACKSON	JAMES		20011203	0.50	66.67	33.33
267718	JACKSON	JAMES		20011217	0.50	92.02	46.01
267718	JACKSON	JAMES		20011231	0.50	42.66	21.33
267718	JACKSON	JAMES		20020114	0.50	54.00	27.00
267718	JACKSON	JAMES		20020225	0.50	86.40	43.20
267718	JACKSON	JAMES		20020311	0.50	87.26	43.63
267718	JACKSON	JAMES		20020325	0.50	105.00	52.50
267718	JACKSON	JAMES		20020408	0.50	95.14	47.57
267718	JACKSON	JAMES		20020422	0.50	105.00	52.50
267718	JACKSON	JAMES		20020506	0.50	126.85	63.42
267718	JACKSON	JAMES		20020520	0.50	131.82	65.91
267718	JACKSON	JAMES		20020603	0.50	101.15	50.57
267718	JACKSON	JAMES		20020617	0.50	115.09	57.54
267718	JACKSON	JAMES		20020701	0.50	120.00	60.00
267718	JACKSON	JAMES		20020715	0.50	75.45	37.72
267718	JACKSON	JAMES		20020729	0.50	57.95	28.97
267718	JACKSON	JAMES		20020812	0.50	117.68	58.84
267718	JACKSON	JAMES		20020826	0.50	141.90	70.95
267718	JACKSON	JAMES		20020909	0.50	117.75	58.87
267718	JACKSON	JAMES		20020923	0.50	127.50	63.75
267718	JACKSON	JAMES		20021007	0.50	127.42	63.71
267718	JACKSON	JAMES		20021021	0.50	127.50	63.75
267718	JACKSON	JAMES		20021104	0.50	126.45	63.22
267718	JACKSON	JAMES		20021118	0.50	106.17	53.08
267718	JACKSON	JAMES		20021202	0.50	102.94	51.47
267718	JACKSON	JAMES		20021216	0.50	111.27	55.63
267718	JACKSON	JAMES		20021230	0.50	73.95	36.97
267718	JACKSON	JAMES		20030113	0.50	81.26	40.63
267718	JACKSON	JAMES		20030127	0.50	79.53	39.76
267718	JACKSON	JAMES		20030210	0.50	104.92	52.46
267718	JACKSON	JAMES		20030224	0.50	78.49	39.24
267718	JACKSON	JAMES		20030310	0.50	77.30	38.65
267718	JACKSON	JAMES		20030324	0.50	104.35	52.17

PLAINTIFF'S EXHIBIT

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A - 1164
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
267718	JACKSON	JAMES		20030407	0.50	82.25	41.12
267718	JACKSON	JAMES		20030421	0.50	99.65	49.82
267718	JACKSON	JAMES		20030505	0.50	86.99	43.49
267718	JACKSON	JAMES		20030519	0.50	128.00	64.00
267718	JACKSON	JAMES		20030602	0.50	106.28	53.14
267718	JACKSON	JAMES		20030616	0.50	125.60	62.80
267718	JACKSON	JAMES		20030630	0.50	106.71	53.35
267718	JACKSON	JAMES		20030714	0.50	127.19	63.59
267718	JACKSON	JAMES		20030728	0.50	104.18	52.09
267718	JACKSON	JAMES		20030811	0.50	70.24	35.12
267718	JACKSON	JAMES		20030825	0.50	119.65	59.82
267718	JACKSON	JAMES		20030908	0.50	85.09	42.54
267718	JACKSON	JAMES		20030922	0.50	110.04	55.02
267718	JACKSON	JAMES		20031006	0.50	115.57	57.78
267718	JACKSON	JAMES		20031020	0.50	116.03	58.01
267718	JACKSON	JAMES		20031103	0.50	129.06	64.53
267718	JACKSON	JAMES		20031117	0.50	121.87	60.93
267718	JACKSON	JAMES		20031201	0.50	96.88	48.44
267718	JACKSON	JAMES		20031215	0.50	104.81	52.40
267718	JACKSON	JAMES		20031229	0.50	102.34	51.17
267718	JACKSON	JAMES		20040112	0.50	59.40	29.70
267718	JACKSON	JAMES		20040126	0.50	105.93	52.96
267718	JACKSON	JAMES		20040209	0.50	76.70	38.35
267718	JACKSON	JAMES		20040223	0.50	108.78	54.39
267718	JACKSON	JAMES		20040308	0.50	126.40	63.20
267718	JACKSON	JAMES		20040322	0.50	120.69	60.34
267718	JACKSON	JAMES		20040405	0.50	124.15	62.07
267718	JACKSON	JAMES		20040419	0.50	96.39	48.19
267718	JACKSON	JAMES		20040503	0.50	105.61	52.80
267718	JACKSON	JAMES		20040517	0.50	123.94	61.97
267718	JACKSON	JAMES		20040531	0.50	107.61	53.80
238871	JADOFSKY	STEWART	E.	19991025	0.35	37.50	13.12
238871	JADOFSKY	STEWART	E.	19991025	0.55	9.50	5.22
238871	JADOFSKY	STEWART	E.	19991108	0.35	75.00	26.25
238871	JADOFSKY	STEWART	E.	19991108	0.55	23.50	12.92
238871	JADOFSKY	STEWART	E.	19991122	0.35	57.10	19.98
238871	JADOFSKY	STEWART	E.	19991122	0.55	14.00	7.70
238871	JADOFSKY	STEWART	E.	19991206	0.35	57.46	20.11
238871	JADOFSKY	STEWART	E.	19991206	0.55	5.00	2.75
238871	JADOFSKY	STEWART	E.	19991220	0.50	70.55	35.27
238871	JADOFSKY	STEWART	E.	19991220	0.55	16.16	8.88
238871	JADOFSKY	STEWART	E.	19991220	2.50	2.00	5.00
238871	JADOFSKY	STEWART	E.	20000103	0.50	26.68	13.34
238871	JADOFSKY	STEWART	E.	20000103	0.55	1.07	0.58
238871	JADOFSKY	STEWART	E.	20000117	0.50	73.95	36.97
238871	JADOFSKY	STEWART	E.	20000131	0.50	68.98	34.49
238871	JADOFSKY	STEWART	E.	20000214	0.50	75.00	37.50
238871	JADOFSKY	STEWART	E.	20000228	0.50	67.50	33.75
238871	JADOFSKY	STEWART	E.	20000228	1.05	7.50	7.87
238871	JADOFSKY	STEWART	E.	20000313	0.50	75.00	37.50
238871	JADOFSKY	STEWART	E.	20000327	0.50	74.15	37.07
238871	JADOFSKY	STEWART	E.	20000327	0.80	10.00	8.00
238871	JADOFSKY	STEWART	E.	20000410	0.50	75.00	37.50
238871	JADOFSKY	STEWART	E.	20000424	0.50	74.70	37.35

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 A

2717

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

ACADEMIC EXPERIENCE

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

2719

11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Jackson, James

SCDC NUMBER: #267718 NOV 08 2004

INSTITUTION: Lieber Corr. Inst. PP

HOUSING UNIT: Cooper B-49

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI 0736-04
Code: General RW
Policy
Disc. Hear.
Class. NOV 08 2004
Date Received
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.

Grievant Signature 11,3,04 Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-05 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 5,22,05 Date

IGC Signature 5-22-05 Date
IGA

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

2720

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.

JACKSON LCI-0736-04

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 February 8, 2002 and that your participation in this project ended on February 5, 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 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.

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

James Jackson, #267718,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Notice is hereby given that James Jackson 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

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

D H Westbrook
Signed

6-19-07
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
	)	
JAMES JACKSON, #267718	)	
	)	
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

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Peter C Jenkins
SCDC NUMBER: 257321
INSTITUTION: Lieber CI
HOUSING UNIT: Cooper B56
WORK ASSIGNMENT: Dorm Worker

Office Use Only
Grievance No. Lieber 0620-04
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 receve back wages due to me from working at Lieber Prison Industry Program when they only Paid me .35 Cent onhour and not Prevailing wage as required under south Carolina Code ANN Sec. 24-3-130 (A-7) & 3 well as fact from 1998-03 They denied me Prevailing Wage

ACTION REQUESTED: all money due to me Be Paid at Prevail wage and overtime Rate and Prevailing wage be Paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was file ORdered to file Grievance by Court Wicker V. SCDC Adkins V. SCDC

Peter Jenkins 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

Y 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.

Grievant Signature Date

DC 10-5 (Rev. November 1997)

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Ackerman 5-6-11 2364

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 11-2-04

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 B. Jenkins #257321 LCI 0620-04

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 PETER JENKINS, #257321

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 155.34 hours in 1999 at $9.68 per hour; 2182.46 hours in 2000 at $10.66 per hour; 1426.67 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5805.21 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, 0785; C, 0081,0086; F, 1166-1168; 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.

238871	JADOFSKY	STEWART	E.	20000508	0.50	75.00	37.50
238871	JADOFSKY	STEWART	E.	20000522	0.65	67.50	43.87
238871	JADOFSKY	STEWART	E.	20000522	0.75	15.00	11.25
238871	JADOFSKY	STEWART	E.	20000522	0.25	15.00	3.75
238871	JADOFSKY	STEWART	E.	20000605	0.65	67.50	43.87
238871	JADOFSKY	STEWART	E.	20000619	0.65	75.00	48.75
238871	JADOFSKY	STEWART	E.	20000619	1.00	9.10	9.10
238871	JADOFSKY	STEWART	E.	20000703	0.65	60.00	39.00
238871	JADOFSKY	STEWART	E.	20000703	0.75	20.50	15.37
238871	JADOFSKY	STEWART	E.	20000703	0.35	4.50	1.57
238871	JADOFSKY	STEWART	E.	20000703	0.25	10.00	2.50
238871	JADOFSKY	STEWART	E.	20000717	0.50	102.75	51.37
238871	JADOFSKY	STEWART	E.	20000731	0.50	42.98	21.49
238871	JADOFSKY	STEWART	E.	20011008	0.50	120.70	60.35
238871	JADOFSKY	STEWART	E.	20011022	0.50	141.67	70.83
238871	JADOFSKY	STEWART	E.	20011105	0.50	126.00	63.00
238871	JADOFSKY	STEWART	E.	20011119	0.50	138.49	69.24
238871	JADOFSKY	STEWART	E.	20011203	0.50	93.01	46.50
238871	JADOFSKY	STEWART	E.	20011217	0.50	137.22	68.61
238871	JADOFSKY	STEWART	E.	20011231	0.50	61.51	30.75
238871	JADOFSKY	STEWART	E.	20020114	0.50	91.66	45.83
238871	JADOFSKY	STEWART	E.	20020128	0.50	71.63	35.81
238871	JADOFSKY	STEWART	E.	20020211	0.50	150.50	75.25
238871	JADOFSKY	STEWART	E.	20020225	0.50	143.46	71.73
238871	JADOFSKY	STEWART	E.	20020311	0.50	142.78	71.38
238871	JADOFSKY	STEWART	E.	20020325	0.50	135.16	67.58
238871	JADOFSKY	STEWART	E.	20020408	0.50	124.36	62.18
238871	JADOFSKY	STEWART	E.	20020422	0.50	136.24	68.12
238871	JADOFSKY	STEWART	E.	20020506	0.50	120.60	60.30
238871	JADOFSKY	STEWART	E.	20020520	0.50	140.71	70.35
238871	JADOFSKY	STEWART	E.	20020603	0.50	123.36	61.68
238871	JADOFSKY	STEWART	E.	20020617	0.50	139.80	69.90
238871	JADOFSKY	STEWART	E.	20020701	0.50	138.06	69.03
238871	JADOFSKY	STEWART	E.	20020715	0.50	113.54	56.77
238871	JADOFSKY	STEWART	E.	20020729	0.50	40.69	20.34
238871	JADOFSKY	STEWART	E.	20020812	0.50	43.35	21.67
238871	JADOFSKY	STEWART	E.	20020826	0.50	52.50	26.25
199998	JENKINS	MICHAEL		20001023	0.50	16.68	8.34
199998	JENKINS	MICHAEL		20001106	0.50	42.20	21.10
199998	JENKINS	MICHAEL		20001120	0.50	33.27	16.63
199998	JENKINS	MICHAEL		20001204	0.50	21.13	10.56
199998	JENKINS	MICHAEL		20001218	0.50	81.29	40.64
199998	JENKINS	MICHAEL		20010101	0.50	11.81	5.90
199998	JENKINS	MICHAEL		20010115	0.50	53.74	26.87
257321	JENKINS	PETER	C.	20010129	0.50	28.20	14.10
257321	JENKINS	PETER	C.	19991206	0.35	55.21	19.32
257321	JENKINS	PETER	C.	19991220	0.35	68.90	24.11
257321	JENKINS	PETER	C.	19991220	2.50	2.00	5.00
257321	JENKINS	PETER	C.	20000103	0.35	29.23	10.23
257321	JENKINS	PETER	C.	20000117	0.35	66.00	23.10
257321	JENKINS	PETER	C.	20000131	0.50	64.90	32.45
257321	JENKINS	PETER	C.	20000214	0.50	75.00	37.50
257321	JENKINS	PETER	C.	20000228	0.50	66.52	33.26
257321	JENKINS	PETER	C.	20000313	0.50	74.87	37.43

PLAINTIFF'S EXHIBIT F 2732

A - 1166
June 2004

257321	JENKINS	PETER	C.	20000327	0.50	75.00	37.50
257321	JENKINS	PETER	C.	20000410	0.50	75.00	37.50
257321	JENKINS	PETER	C.	20000424	0.50	68.48	34.24
257321	JENKINS	PETER	C.	20000508	0.50	74.52	37.26
257321	JENKINS	PETER	C.	20000522	0.50	67.50	33.75
257321	JENKINS	PETER	C.	20000522	0.55	7.40	4.07
257321	JENKINS	PETER	C.	20000522	0.25	7.50	1.87
257321	JENKINS	PETER	C.	20000605	0.50	67.50	33.75
257321	JENKINS	PETER	C.	20000619	0.65	75.00	48.75
257321	JENKINS	PETER	C.	20000619	0.75	0.82	0.61
257321	JENKINS	PETER	C.	20000619	0.25	0.82	0.20
257321	JENKINS	PETER	C.	20000703	0.75	60.00	45.00
257321	JENKINS	PETER	C.	20000703	0.75	31.43	23.57
257321	JENKINS	PETER	C.	20000703	0.35	4.60	1.57
257321	JENKINS	PETER	C.	20000703	0.25	14.23	3.55
257321	JENKINS	PETER	C.	20000717	0.50	116.25	58.12
257321	JENKINS	PETER	C.	20000731	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20000814	0.50	91.88	45.94
257321	JENKINS	PETER	C.	20000828	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20000911	0.50	62.57	31.28
257321	JENKINS	PETER	C.	20000925	0.50	96.82	48.41
257321	JENKINS	PETER	C.	20001009	0.50	87.62	43.81
257321	JENKINS	PETER	C.	20001023	0.50	97.50	48.75
257321	JENKINS	PETER	C.	20001106	0.50	97.02	48.51
257321	JENKINS	PETER	C.	20001120	0.50	86.80	43.40
257321	JENKINS	PETER	C.	20001204	0.50	67.83	33.91
257321	JENKINS	PETER	C.	20001218	0.50	120.35	60.17
257321	JENKINS	PETER	C.	20010101	0.50	55.83	27.91
257321	JENKINS	PETER	C.	20010115	0.50	88.02	44.01
257321	JENKINS	PETER	C.	20010129	0.50	98.86	49.93
257321	JENKINS	PETER	C.	20010212	0.50	112.43	56.21
257321	JENKINS	PETER	C.	20010226	0.50	101.25	50.62
257321	JENKINS	PETER	C.	20010312	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010326	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010409	0.50	129.75	64.87
257321	JENKINS	PETER	C.	20010423	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010507	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010521	0.50	119.11	59.55
257321	JENKINS	PETER	C.	20010604	0.50	101.25	50.62
257321	JENKINS	PETER	C.	20010618	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010702	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010716	0.50	101.25	50.62
257321	JENKINS	PETER	C.	20010730	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010813	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010827	0.50	112.50	56.25
257321	JENKINS	PETER	C.	20010910	0.50	114.75	57.37
257321	JENKINS	PETER	C.	20010924	0.50	127.50	63.75
257321	JENKINS	PETER	C.	20011008	0.50	136.93	68.46
257321	JENKINS	PETER	C.	20011022	0.50	127.50	63.75
257321	JENKINS	PETER	C.	20011105	0.50	127.50	63.75
257321	JENKINS	PETER	C.	20011119	0.50	145.50	72.75
257321	JENKINS	PETER	C.	20011203	0.50	115.14	57.57
257321	JENKINS	PETER	C.	20011217	0.50	194.00	97.00
257321	JENKINS	PETER	C.	20011231	0.50	75.00	37.50

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257321	JENKINS	PETER	C.	20020114	0.50	106.40	53.20
257321	JENKINS	PETER	C.	20020128	0.50	140.00	70.00
257321	JENKINS	PETER	C.	20020211	0.50	151.00	75.50
257321	JENKINS	PETER	C.	20020225	0.50	153.75	76.87
257321	JENKINS	PETER	C.	20020311	0.50	150.00	75.00
257321	JENKINS	PETER	C.	20020325	0.50	150.00	75.00
257321	JENKINS	PETER	C.	20020408	0.50	135.00	67.50
257321	JENKINS	PETER	C.	20020422	0.50	153.26	76.63
257321	JENKINS	PETER	C.	20020506	0.50	135.00	67.50
257321	JENKINS	PETER	C.	20020520	0.50	153.75	76.87
257321	JENKINS	PETER	C.	20020603	0.50	135.00	67.50
257321	JENKINS	PETER	C.	20020617	0.50	138.54	69.27
257321	JENKINS	PETER	C.	20020701	0.50	150.00	75.00
257321	JENKINS	PETER	C.	20020715	0.50	110.16	55.08
257321	JENKINS	PETER	C.	20020729	0.50	151.24	75.62
257321	JENKINS	PETER	C.	20020812	0.50	153.90	76.95
257321	JENKINS	PETER	C.	20020826	0.50	166.14	83.07
257321	JENKINS	PETER	C.	20020909	0.50	135.00	67.50
257321	JENKINS	PETER	C.	20020923	0.50	94.94	47.47
257321	JENKINS	PETER	C.	20021007	0.50	87.75	43.87
257321	JENKINS	PETER	C.	20021021	0.50	150.00	75.00
257321	JENKINS	PETER	C.	20021104	0.50	150.00	75.00
257321	JENKINS	PETER	C.	20021118	0.50	152.19	76.09
257321	JENKINS	PETER	C.	20021202	0.50	141.29	70.64
257321	JENKINS	PETER	C.	20021216	0.50	139.85	69.92
257321	JENKINS	PETER	C.	20021230	0.50	66.63	33.31
257321	JENKINS	PETER	C.	20030113	0.50	66.44	33.22
257321	JENKINS	PETER	C.	20030127	0.50	75.85	37.92
257321	JENKINS	PETER	C.	20030210	0.50	63.99	31.99
257321	JENKINS	PETER	C.	20030224	0.50	69.64	34.82
257321	JENKINS	PETER	C.	20030310	0.50	71.59	35.79
257321	JENKINS	PETER	C.	20030324	0.50	88.12	44.06
257321	JENKINS	PETER	C.	20030407	0.50	76.70	38.35
257321	JENKINS	PETER	C.	20030421	0.50	74.39	37.19
257321	JENKINS	PETER	C.	20030505	0.50	65.13	32.56
234403	JENNINGS	JAMIE		19991011	0.35	75.00	26.25
234403	JENNINGS	JAMIE		19991011	0.55	7.00	3.85
234403	JENNINGS	JAMIE		19991025	0.35	64.00	22.40
234403	JENNINGS	JAMIE		19991025	0.55	5.50	3.02
234403	JENNINGS	JAMIE		19991108	0.15	75.00	11.25
234403	JENNINGS	JAMIE		19991108	0.50	75.00	37.50
234403	JENNINGS	JAMIE		19991108	0.55	8.00	4.40
234403	JENNINGS	JAMIE		19991122	0.50	66.20	33.10
234403	JENNINGS	JAMIE		19991122	0.55	14.50	7.97
234403	JENNINGS	JAMIE		19991206	0.50	56.27	28.13
234403	JENNINGS	JAMIE		19991220	0.50	74.85	37.42
234403	JENNINGS	JAMIE		19991220	0.55	27.00	14.85
234403	JENNINGS	JAMIE		19991220	2.50	2.00	5.00
234403	JENNINGS	JAMIE		20000103	0.35	30.00	10.50
234403	JENNINGS	JAMIE		20000103	0.55	2.20	1.21
234403	JENNINGS	JAMIE		20000117	0.55	7.50	4.12
234403	JENNINGS	JAMIE		20000117	0.50	72.77	36.38
234403	JENNINGS	JAMIE		20000117	0.55	23.38	12.85
234403	JENNINGS	JAMIE		20000117	0.50	15.00	7.50

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