

THE STATE OF SOUTH CAROLINA
In the 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 Buchanan, #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

RECEIVED

MAY -2 2016

SC SUPREME COURT

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 Eugene, 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 10 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@mtsollawfirm.com

Counsel for SCDC

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Darrell Williams, INMATE GRIEVANCE FORM
individually, and on STEP 1
behalf of all inmate employees (IE's)

INMATE NAME: listed on attached Exh. ASCDC NUMBER: #219730INSTITUTION: Lieber Correc. Institution

HOUSING UNIT: _____

WORK ASSIGNMENT: _____

Office Use Only

Grievance No. Lieber 0588-04Code: General CV

Policy _____

Disc. Hear. _____

Class _____

Date Received SEP 22 2004IGC Initials EC11/1/01

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 Technologies/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, §37.31, 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 attached hereto document the \$.35 per hour base pay rate; maximum pay of \$1.00 per hour; the September 30, 1998 WTI/Lieber contract specifying a wage of \$4.00 per hour; the names and employment periods of the approximately 1000 class members; and the pay dates, pay rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

ACTION REQUESTED:

That IE's be paid back wages at the prevailing wage rate for 1999 to July 2001; and at \$4.00 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H herein; and the time cards, pay stubs, and other evidence/records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Standt'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 Supreme Court of S.C. held in the Adkins and Wicker case that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

ACTION TAKEN BY IGC.

Grievant Signature [Signature] Date 2/1/08

SEE WARDEN'S RESPONSE

IGA Ann Hallman 1-28-08

[Signature]
Douglas H. Westbrook
23 Broad Street
Charleston, SC 29401
(843) 853-9600

ATTORNEY FOR GRIEVANTS

*Inmate released on 10/1/04 -
Therefore, grievance closed.*

IGC Signature _____ Date _____

Grievant Signature [Signature] Date 12-1-08

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

WARDEN'S DECISION AND REASON:

SEE ATTACHED

Matthew Sullivan, Warden 1/30/08
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

Car Hallenma 1-31-08
IGC Signature Date
IGA

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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WILLIAMS, DARRELL #219730 LCI-0588-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in the lawsuit in which you were the lead plaintiff, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, [REDACTED]

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. [REDACTED]

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.

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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WILLIAMS, DARRELL #219730 LCI-0588-04

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.

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.

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 your September 22, 2004 Step 1 grievance. You 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. You 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." You also claimed in your September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have

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WILLIAMS, DARRELL #219730 LCI-0588-04

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 you provided in your 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 you discussed in your 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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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Due:
March 2, 2008

INMATE NAME: Darrell Williams
SCDC NUMBER: #219730 (former)
INSTITUTION: released
HOUSING UNIT: _____
WORK ASSIGNMENT: _____

Office Use Only
Grievance No.: LCI-0588-04
Code: General 1 MY-PI
Policy: _____
Disc. Hear: _____
Class: _____
Date Received: _____
IGC Initials: _____

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Inmate began working 3-21-00 and ended 10-22-01. §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.

Darrell Williams 2/6/08
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

D. H. Westman 2-19-08
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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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Darrell Williams, 219730

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04- -AP

Grievance No. _____

Notice is hereby given that Darrell Williams does heret
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 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.

Darrell Williams

Appellant's Name

Kirkland Correction R & E Center

Mailing Address

4344 Broad River Rd.

Columbia, SC 29210

City, State, Zip Code

none

Telephone Number

Douglas H. Westbrook
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)

4/21

STATE OF SOUTH CAROLINA)

IN THE ADMINISTRATIVE LAW COURT

DARRELL WILLIAMS, #219730)

Grievant/Appellant,)

vs.)

CERTIFICATE OF SERVICE

SOUTH CAROLINA DEPARTMENT)
OF CORRECTIONS,)

Respondent/Appellee.)
_____)

I certify that on the 7th day of Nov., 2008,

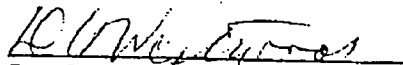
I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(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

4/22

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: Mr. Derrick L. Williams
SCDC NUMBER: #272958
INSTITUTION: Lieber Institution
HOUSING UNIT: 3-Amb-C-261
WORK ASSIGNMENT: _____

Office Use Only
Grievance No. _____
Code: General _____
Policy _____
Disc. Hear. _____
Class. _____
Date Received: SEP 27 2014
IGC Initials _____

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

This grievance is about the illegal wages. I was being paid while work at P. I. 1 and P. I. 2. I was being paid 35¢ an hour for work performed and other services render. I went thru the process of gaining back wages for injuries and claims. I address this issue to a judge about those matter concerning Lieber Institution work program and policy.

ACTION REQUESTED: Change the worker wages at least to this state minimum wages for all the workers. This matter is morally and unethical to all the worker. See Davis vs. SCDC also See Tatum vs. SCDC.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

I have contact the Budget Control Panel and the Workmen Compensation Commission along with the Warden and Supervisor at those companies and many others. I am asking that you please try to resolve this situation for me and the rest of the worker as soon as possible. I would like all the money and previliges due.

Derrick L. Williams
Grievant Signature

8-30-04
Date

ACTION TAKEN BY IGC:

- ☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 4/23

IGC Signature

Date

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: Mr. Derrick R. Williams
SCDC NUMBER: #272958
INSTITUTION: Lieber Institution
HOUSING UNIT: Warden-C-261
WORK ASSIGNMENT: _____

Office Use Only
Grievance No. _____
Code: General _____
Policy _____
Disc. Hear. _____
Class. _____
Date Received SEP 20 2009
IGC Initials _____

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

This grievance is about the illegal wages I was being paid while working
P.S. 1 P.S. 2 I was being paid 35¢ an hour for work performed,
and other services rendered I went thru the process of trying to gain back wages
for injuries and other claims against these companies. I address all them and
present them to the judges about all these matter concerning Lieber Institution
and their work programs and policy

ACTION REQUESTED: Change the worker wages at least to this state
minimum wages for all the worker. This matter is morally and unethical to
all the worker according to law. see Davis vs - SCDC and see Lattimore - SCDC.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

I have contact the Budget Control Panel and the Workman Compensation Commission
along with the Warden and the Supervisor at these companies and many other
hoping that you please try to resolve this matter for me and the
rest of the workers as soon as possible
I am still to all my money and personal things

Derrick R. Williams 08-30-2009
Grievant Signature Date

ACTION TAKEN BY IGC:

Inmate Williams: Current court decision
addressing workman compensation to Lieber Prison
Industry Service Program; therefore, this is
being returned to you unprocessed.

G. Carrington 9-10-09
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. 4124

~~See Attachment.~~

4/25

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: Mr. DERRICK L. WILLIAMS
SCDC NUMBER: #272958
INSTITUTION: Lieber
HOUSING UNIT: WANDO-C-261 ✓
WORK ASSIGNMENT: PI-1 RI-2

Office Use Only
Grievance No. Lieber 001-01P
Code: General RM
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 Programs when they only paid me .35¢ an hour and not prevailing wages under South Carolina Code Ann. Sec 24-3-430 (A-7) as well as fact they were getting \$4.00 an hour and still did not give me my money from 1988-03 they denied me prevailing wages

ACTION REQUESTED:

That all money due to me be paid prevailing wage as well as overdue 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-SCdc Adkins-v-SCdc
Davis-v-SCdc
Tatum-v-SCdc

Derrick Williams 23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

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

4126

G. Carlin 10/28/04
IGC Signature Date
N/A
Grievant Signature Date

WARDEN'S DECISION AND REASON:

See Attachment.

- ☐ 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

Warden 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.

4127

Inmate D. Williams # 272958

2010641-04

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, et al., 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.

4/28

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.

4129

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

11-3-04

INMATE NAME: DERICK WILLIAMS
SCDC NUMBER: 272958
INSTITUTION: Lieber
HOUSING UNIT: Wando C-261
WORK ASSIGNMENT: _____

RECEIVED

MAY 29 2007

INMATE GRIEVANCE
PP

Office Use Only
Grievance No. 101-04-04
Code: General NY
Policy _____
Disc. Hear. _____
Class. NOV 03 2004
Date Received _____
IGC Initials _____

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

Adkins & Wicker do require payment of prevailing wages. Grievants were employed by WT & and SCDC was WTT's "Agents" 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 SCDC's grievant procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darnell Williams and Attorney Douglas Westbrook on 9-22-04. Also see Davis vs. SCDC. Also see Tatum vs. SCDC.

Derrick Williams 10-30-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

[Signature] 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.

Derrick Williams 5-22-07
Grievant Signature Date

[Signature] 5-22-07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

4130

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Williams, Derrick	272958	LCI-0641-04

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 30, 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 August 17, 2001 and that your participation in this project ended on or about January 22, 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

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Williams, Derrick	272958	LCI-0641-04

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, 20 months after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

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

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Williams, Derrick	272958	LCI-0641-04

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.

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Williams, Derrick	272958	LCI-0641-04

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

Derrick Williams, #272958

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Derrick Williams 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.

Derrick Williams
Appellant's Name

Lieber C.I.

Mailing Address

P.O. Box 205

Ridgeville, SC 29472

City, State, Zip Code

none

Telephone Number

Douglas H. Westbrook
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)

4135

STATE OF SOUTH CAROLINA)

IN THE ADMINISTRATIVE LAW COURT

DERRICK WILLIAMS, #272958)

Grievant/Appellant,)

vs.)

CERTIFICATE OF SERVICE

SOUTH CAROLINA DEPARTMENT)
OF CORRECTIONS,)

Respondent/Appellee.)

I certify that on the 7th day of Nov., 2008,

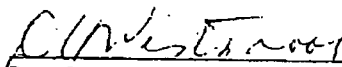
I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(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

4136

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

James Williams INMATE GRIEVANCE FORM
individually, and on STEP 1
behalf of all inmate employees (IE's)

INMATE NAME: listed on attached Exh. A *SCDC NUMBER: 282929INSTITUTION: LieberHOUSING UNIT: Comper B-1d ✓WORK ASSIGNMENT: PI-2

Office Use Only

Grievance No. Lieber 0731-04Code: General ny

Policy _____

Disc. Hear. _____

Class. SEP 30 2004

Date Received _____

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was \$8.40 to \$10.97 for 1999, \$9.74 to \$11.59 for 2000, and \$10.10 to \$12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of \$4.00 per hour (Statutes at Large, No. 66, 337.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under \$1.00 per hour. Exhibits 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, 2000 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 James C WilliamsDate 9-27-2004

ACTION TAKEN BY IGC:

See Warden's response

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

4137

[Signature] 10/28/04
IGC Signature Date

Grievant Signature [Signature]

Date

WARDEN'S DECISION AND REASON:

See Attachment.

[Signature] 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.

[Signature] 11-2-04
Grievant Signature Date

[Signature] 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.

4138

Mr. J. Williams, #282929

LC10731-04

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, et al., 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.

4139

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.

4140

AMENDMENT TO GRIEVANCE OF JAMES C. WILLIAMS, #282929

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 4428.40 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 Charles Williams 2/3/06
(Grievant Signature) (Date)

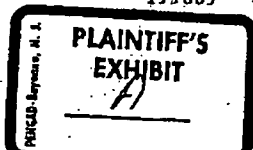
* Attached are Exh. A, 0797; C, 0081,0086; F, 1409-1410; H, 1-3.

* 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	WHITE, ALLEN	282869	C A 33	1	6/21/02	6/24/04
MI 2	WHITE, ALVIN	277246	S A 27	3	8/30/01	10/22/03
MI 2	WHITE, ALVIN	277246	S A 27	2	8/30/01	12/16/02
MI 2	WHITE, CEDRIC	228398	C B 22	1	10/25/01	4/8/03
MI 2	WHITE, ELWOOD	88610	S A 55	1	5/1/00	12/12/02
	WHITE, HENRY	266803	C B 61	1	7/7/00	12/15/00
	WHITE, JAMES	215589	MX 0	2	2/25/00	8/24/00
MI 2	WHITE, JEFFERY	275268	C B 15	1	7/3/02	8/27/02
MI 3	WHITE, KENNETH	228409	C A 11	1	11/10/99	6/26/03
MI 3	WHITE, R	254484	C A 0	0		8/3/99
	WHITE, ROBERT	88611	A B 34	1	12/5/00	12/14/00
	WHITE, SHAWN	262782	C A 57	1	1/10/00	8/16/00
	WHITE, WOODROW	196724	MX 0	2	1/6/00	6/27/00
MI 3	WHITT, TONY	242918	S A 17	1	5/17/04	5/18/04
	WHITT, TONY	242918	C A 26	1	6/29/00	12/20/01
	WIDENER, THOMAS	255659	C B 24	1	8/2/00	8/14/00
	WIGFALL, ELVIS	153015	MX 0	2	1/26/00	11/29/01
MI 3	WIGGINS, IARVIS	268616	C B 30	3		3/17/04
MI 3	WILBANKS, JAMES	115167	C A 7	2	10/30/01	1/10/03
	WILKE, QUINTIN	214391	A B 18	1	6/15/00	6/29/00
MI 3	WILKINS, FRED	259180	C B 18	2	5/1/02	12/17/02
	WILLIAMS, DARRELL	219730	C A 45	1	3/21/00	1/9/01
	WILLIAMS, DERRICK	272958	S B 61	1	8/17/01	1/22/02
	WILLIAMS, FREDDIE	244812	C A 19	1	3/22/00	12/20/01
	WILLIAMS, HENRY	267050	MX 0	1	2/1/01	12/11/01
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	5/7/03
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	6/24/04
	WILLIAMS, JESSIE	243548	C 0	1	1/24/00	2/16/00
MI 2	WILLIAMS, ORLANDO	262781	C A 57	1	1/4/00	11/4/02
	WILLIAMS, RICHARD	184758	C B 38	1	9/26/01	6/19/02
	WILSON, HOMER	275867	S A 14	1	9/10/01	9/18/01
MI 3	WILSON, JAMES	180217	S A 1	2	7/17/01	9/6/02
MI 3	WILSON, JOHN	294102	C A 23	1	3/1/04	6/24/04
	WILSON, JOHN	143040	C B 21	1	5/3/02	7/12/02
MI 3	WILSON, LEON	155867	C B 59	1	8/11/99	6/24/04
MI 3	WILSON, ROBERT	299807	E A 14	3	6/2/04	6/14/04
	WILSON, SAMMIE	253487	A A 14	1	8/5/99	2/22/00
	WILSON, TEDDY	228412	S A 15	1	10/22/01	1/17/02
MI 2	WILSON, TIMOTHY	261971	C B 24	1	2/20/04	3/31/04
MI 2	WILSON, TIMOTHY	261971	C B 13	1	11/15/99	3/13/03
	WISE, CALVIN	257242	C A 42	1	9/9/99	7/5/00
	WOJCIK, JOHN	219463	C A 34	1	2/14/00	8/1/02
	WOODS, WILLIE	260999	S B 7	1	1/14/02	3/22/02
MI 2	WREN, HENRY	228727	C B 36	1	2/14/00	5/2/03
	WRIGHT, ANTHONY	199009	C B 7	2	2/7/00	7/24/01

OK Curran



A - 0797
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.

A:SCDC FINAL CONTRACT.doc
August 17, 1998

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June 2004

00021



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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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June 2004

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Id Number	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
272958	WILLIAMS	DERRICK	LORENZO	20011203	0.50	70.68	35.34
272958	WILLIAMS	DERRICK	LORENZO	20011217	0.50	50.54	25.27
272958	WILLIAMS	DERRICK	LORENZO	20020114	0.50	60.47	30.23
272958	WILLIAMS	DERRICK	LORENZO	20020128	0.50	21.08	10.54
267050	WILLIAMS	HENRY	L	20010423	0.50	80.10	40.05
267050	WILLIAMS	HENRY	L	20010507	0.50	89.00	44.50
267050	WILLIAMS	HENRY	L	20010521	0.50	71.20	35.60
267050	WILLIAMS	HENRY	L	20010604	0.50	80.10	40.05
267050	WILLIAMS	HENRY	L	20010618	0.50	85.35	42.67
267050	WILLIAMS	HENRY	L	20010702	0.50	71.20	35.60
267050	WILLIAMS	HENRY	L	20010716	0.50	80.10	40.05
267050	WILLIAMS	HENRY	L	20010730	0.50	80.10	40.05
267050	WILLIAMS	HENRY	L	20010813	0.50	80.10	40.05
267050	WILLIAMS	HENRY	L	20010827	0.50	105.60	52.80
267050	WILLIAMS	HENRY	L	20010910	0.50	101.20	50.60
267050	WILLIAMS	HENRY	L	20010924	0.50	126.50	63.25
267050	WILLIAMS	HENRY	L	20011008	0.50	126.50	63.25
267050	WILLIAMS	HENRY	L	20011022	0.50	113.85	56.92
267050	WILLIAMS	HENRY	L	20011105	0.50	113.85	56.92
267050	WILLIAMS	HENRY	L	20011119	0.50	130.25	65.12
267050	WILLIAMS	HENRY	L	20011203	0.50	88.55	44.27
267050	WILLIAMS	HENRY	L	20011217	0.50	123.85	61.92
282929	WILLIAMS	JAMES	CHESTER	20020603	0.50	15.45	7.72
282929	WILLIAMS	JAMES	CHESTER	20020617	0.50	51.81	25.90
282929	WILLIAMS	JAMES	CHESTER	20020701	0.50	21.00	10.50
282929	WILLIAMS	JAMES	CHESTER	20020812	0.50	23.61	11.80
282929	WILLIAMS	JAMES	CHESTER	20020826	0.50	58.00	29.00
282929	WILLIAMS	JAMES	CHESTER	20020909	0.50	67.50	33.75
282929	WILLIAMS	JAMES	CHESTER	20020923	0.50	76.16	38.08
282929	WILLIAMS	JAMES	CHESTER	20021007	0.50	72.65	36.32
282929	WILLIAMS	JAMES	CHESTER	20021021	0.50	75.00	37.50
282929	WILLIAMS	JAMES	CHESTER	20021104	0.50	87.62	43.81
282929	WILLIAMS	JAMES	CHESTER	20021118	0.50	88.90	44.45
282929	WILLIAMS	JAMES	CHESTER	20021202	0.50	66.50	33.25
282929	WILLIAMS	JAMES	CHESTER	20021216	0.50	56.84	28.42
282929	WILLIAMS	JAMES	CHESTER	20021230	0.50	43.46	21.73
282929	WILLIAMS	JAMES	CHESTER	20030113	0.50	57.68	28.84
282929	WILLIAMS	JAMES	CHESTER	20030127	0.50	82.25	41.12
282929	WILLIAMS	JAMES	CHESTER	20030210	0.50	98.51	49.25
282929	WILLIAMS	JAMES	CHESTER	20030224	0.50	105.07	52.53
282929	WILLIAMS	JAMES	CHESTER	20030310	0.50	89.97	44.98
282929	WILLIAMS	JAMES	CHESTER	20030324	0.50	73.61	36.80
282929	WILLIAMS	JAMES	CHESTER	20030407	0.50	90.65	45.32
282929	WILLIAMS	JAMES	CHESTER	20030421	0.50	76.10	38.05
282929	WILLIAMS	JAMES	CHESTER	20030505	0.50	40.25	20.12
282929	WILLIAMS	JAMES	CHESTER	20030519	0.50	26.51	13.25
282929	WILLIAMS	JAMES	CHESTER	20030602	0.50	82.68	41.34
282929	WILLIAMS	JAMES	CHESTER	20030616	0.50	124.98	62.49
282929	WILLIAMS	JAMES	CHESTER	20030630	0.50	111.81	55.90
282929	WILLIAMS	JAMES	CHESTER	20030714	0.50	120.98	60.49
282929	WILLIAMS	JAMES	CHESTER	20030728	0.50	96.05	48.02
282929	WILLIAMS	JAMES	CHESTER	20030811	0.50	103.19	51.59
282929	WILLIAMS	JAMES	CHESTER	20030825	0.50	110.33	55.16
282929	WILLIAMS	JAMES	CHESTER	20030908	0.50	84.18	42.09

PLAINTIFF'S
EXHIBIT
F

A - 1409
June 2004

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Ackerman 5-6-11 3780

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
282929	WILLIAMS	JAMES	CHESTER	20030922	0.50	99.65	49.82
282929	WILLIAMS	JAMES	CHESTER	20031006	0.50	94.98	47.49
282929	WILLIAMS	JAMES	CHESTER	20031020	0.50	74.85	37.42
282929	WILLIAMS	JAMES	CHESTER	20031103	0.50	94.47	47.23
282929	WILLIAMS	JAMES	CHESTER	20031117	0.50	95.71	47.85
282929	WILLIAMS	JAMES	CHESTER	20031201	0.50	76.81	38.40
282929	WILLIAMS	JAMES	CHESTER	20031215	0.50	101.41	50.70
282929	WILLIAMS	JAMES	CHESTER	20031229	0.50	102.09	51.04
282929	WILLIAMS	JAMES	CHESTER	20040112	0.50	70.35	35.17
282929	WILLIAMS	JAMES	CHESTER	20040126	0.50	109.65	54.82
282929	WILLIAMS	JAMES	CHESTER	20040209	0.50	112.74	56.37
282929	WILLIAMS	JAMES	CHESTER	20040223	0.50	141.22	70.61
282929	WILLIAMS	JAMES	CHESTER	20040308	0.50	166.32	84.16
282929	WILLIAMS	JAMES	CHESTER	20040322	0.50	120.02	60.01
282929	WILLIAMS	JAMES	CHESTER	20040405	0.50	115.40	57.70
282929	WILLIAMS	JAMES	CHESTER	20040419	0.50	109.40	54.70
282929	WILLIAMS	JAMES	CHESTER	20040503	0.50	117.62	58.81
282929	WILLIAMS	JAMES	CHESTER	20040517	0.50	133.57	66.78
282929	WILLIAMS	JAMES	CHESTER	20040531	0.50	110.84	55.42
243548	WILLIAMS	JESSIE		20000214	0.35	60.00	21.00
243548	WILLIAMS	JESSIE		20000214	0.80	6.50	5.20
262781	WILLIAMS	ORLANDO		20000131	0.35	58.02	20.30
262781	WILLIAMS	ORLANDO		20000214	0.35	68.03	23.81
262781	WILLIAMS	ORLANDO		20000214	0.55	5.50	3.02
262781	WILLIAMS	ORLANDO		20000228	0.35	65.20	22.82
262781	WILLIAMS	ORLANDO		20000313	0.35	60.54	21.18
262781	WILLIAMS	ORLANDO		20000327	0.50	71.20	35.60
262781	WILLIAMS	ORLANDO		20000410	0.50	71.32	35.66
262781	WILLIAMS	ORLANDO		20000424	0.50	73.25	36.62
262781	WILLIAMS	ORLANDO		20000508	0.50	65.70	32.85
262781	WILLIAMS	ORLANDO		20000522	0.35	56.40	19.74
262781	WILLIAMS	ORLANDO		20000605	0.35	43.78	15.32
262781	WILLIAMS	ORLANDO		20000703	0.35	58.10	20.33
262781	WILLIAMS	ORLANDO		20000717	0.50	40.22	20.11
262781	WILLIAMS	ORLANDO		20000731	0.50	82.31	41.15
262781	WILLIAMS	ORLANDO		20000814	0.50	85.80	42.90
262781	WILLIAMS	ORLANDO		20000828	0.50	96.20	48.10
262781	WILLIAMS	ORLANDO		20000911	0.50	49.85	24.92
262781	WILLIAMS	ORLANDO		20000925	0.50	100.25	50.12
262781	WILLIAMS	ORLANDO		20001009	0.50	91.91	45.95
262781	WILLIAMS	ORLANDO		20001023	0.50	100.47	50.23
262781	WILLIAMS	ORLANDO		20001106	0.50	84.98	42.49
262781	WILLIAMS	ORLANDO		20001120	0.50	41.00	20.50
262781	WILLIAMS	ORLANDO		20001204	0.50	43.48	21.74
262781	WILLIAMS	ORLANDO		20001218	0.50	97.51	48.75
262781	WILLIAMS	ORLANDO		20010101	0.50	43.64	21.82
262781	WILLIAMS	ORLANDO		20010115	0.50	78.70	39.35
262781	WILLIAMS	ORLANDO		20010129	0.50	94.84	47.42
262781	WILLIAMS	ORLANDO		20010212	0.50	102.71	51.35
262781	WILLIAMS	ORLANDO		20010226	0.50	53.52	26.76
262781	WILLIAMS	ORLANDO		20010312	0.50	107.75	53.87
262781	WILLIAMS	ORLANDO		20010326	0.50	115.34	57.67
262781	WILLIAMS	ORLANDO		20010409	0.50	107.51	53.75
262781	WILLIAMS	ORLANDO		20010423	0.50	54.62	27.31

A - 1410
June 2004

4146

Ackerman 5-6-11 3781

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



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SEP 20 01 10:00 AM
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p. 3

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
INMATE GRIEVANCE FORM
STEP 2

11-7-04

INMATE NAME: Williams, James C.
SCDC NUMBER: #282929 NOV 04 2004
INSTITUTION: Lieber Corr. Inst. PP
HOUSING UNIT: Cooper B-10
WORK ASSIGNMENT: FI-2

Office Use Only
Grievance No. CC 0731-04
Code: General mv
Policy _____
Disc. Hear. _____
Class _____
Date Received NOV 08 2004
IGC Initials _____

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

Adkins and Wicker do require payment of prevailing wages. Grievants were employed by WII and SCDC was WII'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.

James C Williams 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

[Signature] 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 C Williams 5-22-07
Grievant Signature Date

[Signature] 5-22-07
IGC Signature Date
ICA

(SEE REVERSE SIDE FOR INSTRUCTIONS)

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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WILLIAMS LCI-0731-04

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 May 28, 2002 and that, as of the date of this response, you are still participating in this project.

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

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

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

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

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

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

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

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

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

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

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

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

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

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

WILLIAMS LCI-0731-04

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 COURTJames Williams, #282929,)

Appellant,)

vs.)

South Carolina Department of Corrections,)

Respondent.)

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04- _____

GRIEVANCE NO.: _____

Notice is hereby given that James Williams 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 Williams

Appellant's Name

Lieber C.I.

P.O. Box 205

Mailing Address

Ridgeville, SC 29472

City, State, Zip Code

none

Telephone Number

DH Westbrook
Signed5-30-07
Dated

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401

(843) 853-9600

Attorney for Appellant

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STATE OF SOUTH CAROLINA) IN THE ADMINISTRATIVE LAW COURT
JAMES WILLIAMS, #282929)
)
)
)
Grievant/Appellant,)
)
vs.) CERTIFICATE OF SERVICE
)
SOUTH CAROLINA DEPARTMENT OF)
CORRECTIONS,)
)
Respondent/Appellee.)

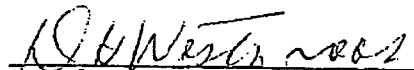
I certify that on the 5th day of June, 2007,
I mailed by first class postage Appellant's Notice of Appeal,
and final decision, to the following:

(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: Leon Wilson JR
SCDC NUMBER: 155867
INSTITUTION: Lieber
HOUSING UNIT: Cooper B-59
WORK ASSIGNMENT: PT II

Office Use Only
Grievance No. Lieber 058-04
Code: General NY
Policy _____
Disc. Hear. _____
Class. _____
Date Received SEP 23 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 when they paid me only .35 cent an hour and not prevailing wage as required under South Carolina Code Ann. 24-3-430, (A-7) as well as fact that from 1998-0 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 grievance Wicker v. SCDC, Adkins v. SCDC

Leon Wilson
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

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

SCDC 10-5 (Rev. November 1997)

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J. Carlin 10/28/04
IGC Signature Date
Rowland 2-1-06
Grievant Signature Date

WARDEN'S DECISION AND REASON:

See Attachment.

[Signature] 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

[Signature] 10/18/04
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Inmate G. Wilson, #15867

LC10658-04

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, et al., 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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WILSON, LEON #155867 LCI-0658-04

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 your participation in the prison industries project at Lieber first began on August 16, 1999 and ended on April 18, 2005. Additionally, your pay records show that you experienced an interruption in your participation in this project from June 5, 2000 through July 2, 2000.

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

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

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

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

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.

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WILSON, LEON #155867 LCI-0658-04

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.

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

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WILSON, LEON #155867 LCI-0658-04

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 LEON WILSON, #155867

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 801.40 hours in 1999 at \$9.68 per hour; 2402.41 hours in 2000 at \$10.66 per hour; 1600.43 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 10,889.69 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.

(Grievant Signature) (Date)

* Attached are Exh. A, 0797; C, 0081,0086; F, 1415-1418; 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	WHITE, ALLEN	282869	C A 33	1	6/21/02	6/24/04
MI 2	WHITE, ALVIN	277246	S A 27	3	8/30/01	10/22/03
MI 2	WHITE, ALVIN	277246	S A 27	2	8/30/01	12/16/02
MI 2	WHITE, CEDRIC	228398	C B 22	1	10/25/01	4/8/03
MI 2	WHITE, ELWOOD	88610	S A 55	1	5/1/00	12/12/02
	WHITE, HENRY	266803	C B 61	1	7/7/00	12/13/00
	WHITE, JAMES	215589	MX 0	2	2/25/00	8/24/00
MI 2	WHITE, JEFFERY	275268	C B 15	1	7/3/02	8/27/02
MI 3	WHITE, KENNETH	228409	C A 11	1	11/10/99	6/26/03
MI 3	WHITE, R	254484	C A 0	0		8/3/99
	WHITE, ROBERT	88611	A B 34	1	12/5/00	12/14/00
	WHITE, SHAWN	262782	C A 57	1	1/10/00	8/16/00
	WHITE, WOODROW	196724	MX 0	2	1/6/00	6/27/00
MI 3	WHITT, TONY	242918	S A 17	1	5/17/04	5/18/04
	WHITT, TONY	242918	C A 26	1	6/29/00	12/20/01
	WIDENER, THOMAS	255659	C B 24	1	8/2/00	8/14/00
	WIGFALL, ELVIS	153015	MX 0	2	1/26/00	11/29/01
MI 3	WIGGINS, JARVIS	268616	C B 30	3	3/17/04	3/17/04
MI 3	WILBANKS, JAMES	115167	C A 7	2	10/30/01	1/10/03
	WILKE, QUINTIN	214391	A B 18	1	6/15/00	6/29/00
MI 3	WILKINS, FRED	259180	C B 18	2	5/1/02	12/17/02
	WILLIAMS, DARRELL	219730	C A 45	1	3/21/00	1/9/01
	WILLIAMS, DERRICK	272958	S B 61	1	8/17/01	1/22/02
	WILLIAMS, FREDDIE	244812	C A 19	1	3/22/00	12/20/01
	WILLIAMS, HENRY	267050	MX 0	1	2/1/01	12/11/01
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	5/7/03
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	6/24/04
	WILLIAMS, JESSIE	243548	C 0	1	1/24/00	2/16/00
MI 2	WILLIAMS, ORLANDO	262781	C A 57	1	1/4/00	1/14/02
	WILLIAMS, RICHARD	184758	C B 38	1	9/26/01	6/19/02
	WILSON, HOMER	275867	S A 14	1	9/10/01	9/18/01
MI 3	WILSON, JAMES	180217	S A 1	2	7/17/01	9/6/02
MI 3	WILSON, JOHN	294102	C A 23	1	3/1/04	6/24/04
	WILSON, JOHN	143040	C B 21	1	5/3/02	7/12/02
MI 3	WILSON, LEON	155867	C B 59	1	8/11/99	6/24/04
MI 3	WILSON, ROBERT	299807	E A 14	3	6/2/04	6/14/04
	WILSON, SAMMIE	253487	A A 14	1	8/5/99	2/22/00
	WILSON, TEDDY	228412	S A 15	1	10/22/01	1/17/02
MI 2	WILSON, TIMOTHY	261971	C B 24	1	2/20/04	3/31/04
MI 2	WILSON, TIMOTHY	261971	C B 13	1	11/15/99	3/13/03
	WISE, CALVIN	257242	C A 42	1	9/9/99	7/5/00
	WOJCIK, JOHN	219463	C A 34	1	2/14/00	8/1/02
	WOODS, WILLIE	260999	S B 7	1	1/14/02	3/22/02
MI 2	WREN, HENRY	228727	C B 36	1	2/14/00	5/2/03
	WRIGHT, ANTHONY	199009	C B 7	2	2/7/00	7/24/01

PLAINTIFF'S
EXHIBIT

A - 0797
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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August 17, 1998.



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June 2004

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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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A:SCDC FINAL CONTRACT.doc
August 17, 1998



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June 2004

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Employee #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
261971	WILSON	TIMOTHY	CAIN	20020211	0.50	152.84	76.42
261971	WILSON	TIMOTHY	CAIN	20020225	0.50	152.21	76.10
261971	WILSON	TIMOTHY	CAIN	20020311	0.50	146.16	73.08
261971	WILSON	TIMOTHY	CAIN	20020325	0.50	112.60	56.30
261971	WILSON	TIMOTHY	CAIN	20020408	0.50	75.83	37.91
261971	WILSON	TIMOTHY	CAIN	20020422	0.50	113.24	56.62
261971	WILSON	TIMOTHY	CAIN	20020506	0.50	104.33	52.16
261971	WILSON	TIMOTHY	CAIN	20020520	0.50	118.00	59.00
261971	WILSON	TIMOTHY	CAIN	20020603	0.50	121.70	60.85
261971	WILSON	TIMOTHY	CAIN	20020617	0.50	135.14	67.57
261971	WILSON	TIMOTHY	CAIN	20020701	0.50	127.44	63.72
261971	WILSON	TIMOTHY	CAIN	20020715	0.50	108.99	54.49
261971	WILSON	TIMOTHY	CAIN	20020729	0.50	128.26	64.13
261971	WILSON	TIMOTHY	CAIN	20020812	0.50	137.16	68.58
261971	WILSON	TIMOTHY	CAIN	20020826	0.50	135.70	67.85
261971	WILSON	TIMOTHY	CAIN	20020909	0.50	129.24	64.62
261971	WILSON	TIMOTHY	CAIN	20020923	0.50	140.86	70.43
261971	WILSON	TIMOTHY	CAIN	20021007	0.50	96.66	48.33
261971	WILSON	TIMOTHY	CAIN	20021021	0.50	122.80	61.40
261971	WILSON	TIMOTHY	CAIN	20021104	0.50	146.00	73.00
261971	WILSON	TIMOTHY	CAIN	20021118	0.50	131.04	65.52
261971	WILSON	TIMOTHY	CAIN	20021202	0.50	118.13	59.06
261971	WILSON	TIMOTHY	CAIN	20021216	0.50	129.22	64.61
261971	WILSON	TIMOTHY	CAIN	20021230	0.50	66.09	33.04
261971	WILSON	TIMOTHY	CAIN	20030113	0.50	94.86	47.43
261971	WILSON	TIMOTHY	CAIN	20030127	0.50	135.77	67.88
261971	WILSON	TIMOTHY	CAIN	20030210	0.50	147.27	73.63
261971	WILSON	TIMOTHY	CAIN	20030224	0.50	130.56	65.28
261971	WILSON	TIMOTHY	CAIN	20030310	0.50	127.64	63.82
261971	WILSON	TIMOTHY	CAIN	20030324	0.50	47.25	23.62
261971	WILSON	TIMOTHY	CAIN	20040209	0.50	17.50	8.75
261971	WILSON	TIMOTHY	CAIN	20040209	0.50	17.50	8.75
261971	WILSON	TIMOTHY	CAIN	20040223	0.50	17.50	8.75
261971	WILSON	TIMOTHY	CAIN	20040308	0.50	45.96	22.98
261971	WILSON	TIMOTHY	CAIN	20040322	0.50	45.24	22.62
261971	WILSON	TIMOTHY	CAIN	20040405	0.50	42.22	21.11
155867	WILSON JR	LEON		19990816	0.35	24.00	8.40
155867	WILSON JR	LEON		19990816	0.55	6.00	3.30
155867	WILSON JR	LEON		19990830	0.35	79.25	27.73
155867	WILSON JR	LEON		19990830	0.55	4.50	2.47
155867	WILSON JR	LEON		19990913	0.35	72.00	25.20
155867	WILSON JR	LEON		19990913	0.55	22.50	12.37
155867	WILSON JR	LEON		19990927	0.35	47.00	16.45
155867	WILSON JR	LEON		19990927	0.55	19.00	10.45
155867	WILSON JR	LEON		19991011	0.50	69.25	34.62
155867	WILSON JR	LEON		19991011	0.55	31.75	17.46
155867	WILSON JR	LEON		19991025	0.50	71.25	35.62
155867	WILSON JR	LEON		19991108	0.50	75.00	37.50
155867	WILSON JR	LEON		19991122	0.50	67.50	33.75
155867	WILSON JR	LEON		19991122	0.55	14.02	7.71
155867	WILSON JR	LEON		19991206	0.50	56.13	28.06
155867	WILSON JR	LEON		19991206	0.55	7.50	4.12
155867	WILSON JR	LEON		19991220	2.50	2.00	5.00
155867	WILSON JR	LEON		19991220	0.50	74.55	37.27



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Invoice #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
155867	WILSON JR	LEON		19991220	0.55	19.28	10.60
155867	WILSON JR	LEON		20000103	0.50	34.27	17.13
155867	WILSON JR	LEON		20000103	0.55	4.65	2.55
155867	WILSON JR	LEON		20000117	0.50	75.00	37.50
155867	WILSON JR	LEON		20000117	0.55	3.35	1.84
155867	WILSON JR	LEON		20000117	0.50	15.00	7.50
155867	WILSON JR	LEON		20000117	0.55	2.00	1.10
155867	WILSON JR	LEON		20000131	0.50	64.95	32.47
155867	WILSON JR	LEON		20000214	0.50	75.00	37.50
155867	WILSON JR	LEON		20000214	0.55	6.95	3.82
155867	WILSON JR	LEON		20000214	0.80	6.50	5.20
155867	WILSON JR	LEON		20000228	0.50	67.50	33.75
155867	WILSON JR	LEON		20000228	1.05	15.00	15.75
155867	WILSON JR	LEON		20000313	0.65	74.70	48.55
155867	WILSON JR	LEON		20000313	0.75	6.50	4.87
155867	WILSON JR	LEON		20000327	0.65	74.48	48.41
155867	WILSON JR	LEON		20000327	1.00	10.00	10.00
155867	WILSON JR	LEON		20000327	1.00	7.50	7.50
155867	WILSON JR	LEON		20000410	0.65	75.00	48.75
155867	WILSON JR	LEON		20000410	0.75	17.17	12.87
155867	WILSON JR	LEON		20000410	1.00	15.00	15.00
155867	WILSON JR	LEON		20000424	0.65	75.00	48.75
155867	WILSON JR	LEON		20000424	0.75	12.38	9.28
155867	WILSON JR	LEON		20000424	0.25	7.00	1.75
155867	WILSON JR	LEON		20000508	0.65	75.00	48.75
155867	WILSON JR	LEON		20000508	0.75	26.92	20.19
155867	WILSON JR	LEON		20000508	0.25	14.28	3.57
155867	WILSON JR	LEON		20000522	0.65	67.50	43.87
155867	WILSON JR	LEON		20000522	0.75	15.38	11.53
155867	WILSON JR	LEON		20000522	0.25	21.57	5.39
155867	WILSON JR	LEON		20000605	0.65	67.50	43.87
155867	WILSON JR	LEON		20000605	0.75	7.10	5.32
155867	WILSON JR	LEON		20000605	0.75	10.00	7.50
155867	WILSON JR	LEON		20000703	0.65	60.00	39.00
155867	WILSON JR	LEON		20000703	0.75	14.37	10.77
155867	WILSON JR	LEON		20000703	0.35	4.75	1.66
155867	WILSON JR	LEON		20000717	0.50	87.71	43.85
155867	WILSON JR	LEON		20000731	0.50	97.46	48.73
155867	WILSON JR	LEON		20000814	0.50	87.00	43.50
155867	WILSON JR	LEON		20000828	0.50	96.95	48.47
155867	WILSON JR	LEON		20000911	0.50	84.99	42.49
155867	WILSON JR	LEON		20000925	0.50	125.52	62.76
155867	WILSON JR	LEON		20001009	0.50	128.20	64.10
155867	WILSON JR	LEON		20001023	0.50	112.47	56.23
155867	WILSON JR	LEON		20001106	0.50	112.40	56.20
155867	WILSON JR	LEON		20001120	0.50	111.74	55.87
155867	WILSON JR	LEON		20001204	0.50	81.55	40.77
155867	WILSON JR	LEON		20001204	0.25	6.08	1.52
155867	WILSON JR	LEON		20001218	0.50	113.35	56.67
155867	WILSON JR	LEON		20010101	0.50	66.64	33.32
155867	WILSON JR	LEON		20010115	0.50	112.37	56.18
155867	WILSON JR	LEON		20010129	0.50	137.57	68.78
155867	WILSON JR	LEON		20010212	0.50	128.40	64.20
155867	WILSON JR	LEON		20010226	0.50	122.95	61.47

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Id	Last Name	First Name	Middle Name	Pay Date	Pay Rate	W Hours	Pay Amount
155867	WILSON JR	LEON		20010312	0.50	112.50	56.25
155867	WILSON JR	LEON		20010326	0.50	122.94	61.47
155867	WILSON JR	LEON		20010409	0.50	127.86	63.93
155867	WILSON JR	LEON		20010423	0.50	117.90	58.95
155867	WILSON JR	LEON		20010507	0.50	109.80	54.90
155867	WILSON JR	LEON		20010521	0.50	130.23	65.11
155867	WILSON JR	LEON		20010604	0.50	100.61	50.30
155867	WILSON JR	LEON		20010618	0.50	111.30	55.65
155867	WILSON JR	LEON		20010702	0.50	166.00	83.00
155867	WILSON JR	LEON		20010716	0.50	124.03	62.01
155867	WILSON JR	LEON		20010730	0.50	154.09	77.04
155867	WILSON JR	LEON		20010813	0.50	116.06	58.03
155867	WILSON JR	LEON		20010827	0.50	136.58	68.29
155867	WILSON JR	LEON		20010910	0.50	132.54	66.27
155867	WILSON JR	LEON		20010924	0.50	139.14	69.57
155867	WILSON JR	LEON		20011008	0.50	179.46	89.73
155867	WILSON JR	LEON		20011022	0.50	134.73	67.36
155867	WILSON JR	LEON		20011105	0.50	131.62	65.81
155867	WILSON JR	LEON		20011119	0.50	139.85	69.92
155867	WILSON JR	LEON		20011203	0.50	130.01	65.00
155867	WILSON JR	LEON		20011217	0.50	155.90	77.95
155867	WILSON JR	LEON		20020114	0.50	93.69	46.84
155867	WILSON JR	LEON		20020128	0.50	116.50	58.25
155867	WILSON JR	LEON		20020211	0.50	135.00	67.50
155867	WILSON JR	LEON		20020225	0.50	143.35	71.67
155867	WILSON JR	LEON		20020311	0.50	132.30	66.15
155867	WILSON JR	LEON		20020325	0.50	130.68	65.34
155867	WILSON JR	LEON		20020408	0.50	119.70	59.85
155867	WILSON JR	LEON		20020422	0.50	128.70	64.35
155867	WILSON JR	LEON		20020506	0.50	149.83	74.91
155867	WILSON JR	LEON		20020520	0.50	132.60	66.30
155867	WILSON JR	LEON		20020603	0.50	117.99	58.99
155867	WILSON JR	LEON		20020617	0.50	127.80	63.90
155867	WILSON JR	LEON		20020701	0.50	122.58	61.29
155867	WILSON JR	LEON		20020715	0.50	100.84	50.42
155867	WILSON JR	LEON		20020729	0.50	131.40	65.70
155867	WILSON JR	LEON		20020812	0.50	126.86	63.43
155867	WILSON JR	LEON		20020826	0.50	134.95	67.47
155867	WILSON JR	LEON		20020909	0.50	141.75	70.87
155867	WILSON JR	LEON		20020923	0.50	172.84	86.42
155867	WILSON JR	LEON		20021007	0.50	168.37	84.18
155867	WILSON JR	LEON		20021021	0.50	154.39	77.19
155867	WILSON JR	LEON		20021104	0.50	157.50	78.75
155867	WILSON JR	LEON		20021118	0.50	149.74	74.87
155867	WILSON JR	LEON		20021202	0.50	133.77	66.88
155867	WILSON JR	LEON		20021216	0.50	144.51	72.25
155867	WILSON JR	LEON		20021230	0.50	88.16	44.08
155867	WILSON JR	LEON		20030113	0.50	107.42	53.71
155867	WILSON JR	LEON		20030127	0.50	140.74	70.37
155867	WILSON JR	LEON		20030210	0.50	156.48	78.24
155867	WILSON JR	LEON		20030224	0.50	166.63	83.31
155867	WILSON JR	LEON		20030310	0.50	155.97	77.98
155867	WILSON JR	LEON		20030324	0.50	179.76	89.88
155867	WILSON JR	LEON		20030407	0.50	156.49	78.24

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June 2004

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Employee #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
155867	WILSON JR	LEON		20030421	0.50	155.44	77.72
155867	WILSON JR	LEON		20030505	0.50	115.77	57.88
155867	WILSON JR	LEON		20030519	0.50	158.33	79.16
155867	WILSON JR	LEON		20030602	0.50	136.77	68.38
155867	WILSON JR	LEON		20030616	0.50	166.14	83.07
155867	WILSON JR	LEON		20030630	0.50	157.50	78.75
155867	WILSON JR	LEON		20030714	0.50	161.93	80.96
155867	WILSON JR	LEON		20030728	0.50	152.25	76.12
155867	WILSON JR	LEON		20030811	0.50	136.50	68.25
155867	WILSON JR	LEON		20030825	0.50	153.51	76.75
155867	WILSON JR	LEON		20030908	0.50	139.88	69.94
155867	WILSON JR	LEON		20030922	0.50	155.80	77.90
155867	WILSON JR	LEON		20031006	0.50	140.36	70.18
155867	WILSON JR	LEON		20031020	0.50	147.58	73.79
155867	WILSON JR	LEON		20031103	0.50	144.10	72.05
155867	WILSON JR	LEON		20031117	0.50	152.51	76.25
155867	WILSON JR	LEON		20031201	0.50	137.43	68.71
155867	WILSON JR	LEON		20031215	0.50	147.44	73.72
155867	WILSON JR	LEON		20031229	0.50	149.74	74.87
155867	WILSON JR	LEON		20040112	0.50	108.39	54.19
155867	WILSON JR	LEON		20040126	0.50	155.79	77.89
155867	WILSON JR	LEON		20040209	0.50	175.10	87.55
155867	WILSON JR	LEON		20040223	0.50	199.35	99.67
155867	WILSON JR	LEON		20040308	0.50	169.44	84.72
155867	WILSON JR	LEON		20040322	0.50	188.98	94.49
155867	WILSON JR	LEON		20040405	0.50	160.82	80.41
155867	WILSON JR	LEON		20040419	0.50	158.67	79.33
155867	WILSON JR	LEON		20040503	0.50	179.90	89.95
155867	WILSON JR	LEON		20040517	0.50	204.27	102.13
155867	WILSON JR	LEON		20040531	0.50	186.69	93.34
257242	WISE	CALVIN	EUGENE	19990927	0.35	55.00	19.25
257242	WISE	CALVIN	EUGENE	19990927	0.55	20.75	11.41
257242	WISE	CALVIN	EUGENE	19991011	0.35	75.00	26.25
257242	WISE	CALVIN	EUGENE	19991011	0.55	5.75	3.16
257242	WISE	CALVIN	EUGENE	19991025	0.35	63.50	22.22
257242	WISE	CALVIN	EUGENE	19991108	0.50	70.00	35.00
257242	WISE	CALVIN	EUGENE	19991122	0.50	56.45	28.22
257242	WISE	CALVIN	EUGENE	19991206	0.50	55.73	27.86
257242	WISE	CALVIN	EUGENE	19991220	2.50	2.00	5.00
257242	WISE	CALVIN	EUGENE	19991220	0.50	68.78	34.39
257242	WISE	CALVIN	EUGENE	20000103	0.50	29.30	14.65
257242	WISE	CALVIN	EUGENE	20000103	0.55	8.17	4.49
257242	WISE	CALVIN	EUGENE	20000117	0.35	67.32	23.56
257242	WISE	CALVIN	EUGENE	20000131	0.35	54.37	19.02
257242	WISE	CALVIN	EUGENE	20000214	0.50	75.00	37.50
257242	WISE	CALVIN	EUGENE	20000228	0.50	67.50	33.75
257242	WISE	CALVIN	EUGENE	20000228	1.05	7.50	7.87
257242	WISE	CALVIN	EUGENE	20000313	0.50	67.22	33.61
257242	WISE	CALVIN	EUGENE	20000327	0.50	74.87	37.43
257242	WISE	CALVIN	EUGENE	20000410	0.35	65.78	23.02
257242	WISE	CALVIN	EUGENE	20000424	0.65	75.00	48.75
257242	WISE	CALVIN	EUGENE	20000508	0.65	75.00	48.75
257242	WISE	CALVIN	EUGENE	20000508	1.00	12.20	12.20
257242	WISE	CALVIN	EUGENE	20000522	0.65	67.50	43.87

A - 1418
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



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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

4174

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Leon Wilson, Jr.
SCDC NUMBER: #155867 (former)
INSTITUTION: released
HOUSING UNIT: _____
WORK ASSIGNMENT: _____

Office Use Only
Grievance No.: LCI-0658-04
Code: General 1 MY-PI
Policy: _____
Disc. Hear: _____
Class: _____
Date Received: _____
IGC Initials: _____

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Inmate began working 8-11-99 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 merit inmate's Amendments/Exhibits, SCDC did so, and thereby waived right to rely on §13.1. Dr. Benich report is the only evidence of prevailing wages in the record, and inmate is entitled to prevail 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.

Dee Williams 2-19-08
Grievant Signature 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)

4175

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Leon Wilson, 155867 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 Leon Wilson 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 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(s)
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.

Leon Wilson
Appellant's Name

c/o Ms. Irene Wilson (mother)

Mailing Address

319 Wright St.

Sumter, SC 29150 (?)

City, State, Zip Code

(803) 934-9402

Telephone Number

Signed Douglas H. Westbrook

Dated 11-6-04

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401

(843) 853-9600

Attorney for Appellant

(See reverse side for instructions)

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STATE OF SOUTH CAROLINA)
)
LEON WILSON, #155867)
)
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:

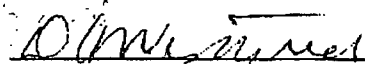
The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

- (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

- (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

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

5-1-07 released.
INMATE NAME: Timothy Wilson

SCDC NUMBER: #261971

INSTITUTION: Ridgeland

HOUSING UNIT: E2 202

WORK ASSIGNMENT: Dorm

DEC 06 2005

INMATE ~~WILSON~~

LET 1764

Office Use Only
Grievance No. 1764
Code: General MY
Policy _____
Disc. Hear. _____
Class. 12/01/05
Date Received 10-25-05
IGC Initials CC-12

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy). Grievant was/is employed in the WTI/Lieber service work program. From 1999/July 2001, S.C. Code 24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was \$8.40 to \$10.97 for 1999, \$9.74 to \$11.59 for 2000, and \$10.10 to \$12.06 for 2001 (Exh. G,H). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of \$4/hr (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of approx. \$1/hr, and usually less. Exhibits document a .35/hr base rate (Exh. B,D,E), maximum of \$1/hr (Exh E), the 9-30-98 contract specifying a \$4/hr wage (Exh B,C), employee roster (Exh A), and pay dates, rates, hours, and pay for Grievant (Exh F).

* Exhibits A-H attached to two grievances filed by Darrell Williams #219730 and counsel on 9-22-04 are incorporated herein by reference. Attached are Exhibits A, 0797; C, 0081, 0086; F, 1413-1415; & H, 1-3

ACTION REQUESTED: Back wages for 126.85 hrs in 1999 at 9.68/hr; 2078.71 hrs in 2000 at 10.66/hr; 1346.09 hrs in 1-1-01/6-30-01 at 11.08/hr; and 5522.85 hrs * 7-1-01/present at \$4/hr; less wages paid, §24-3-40 deductions, and soc. sec/medicare; plus interest, costs, and atty fees.

* Hours "plus" indicates possible work past latest date in Exh F, June 2004.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Workers have requested WTI/Lieber to pay prevailing wages, and Darrell Williams in 2001 grieved improper wages which was dismissed for want of jurisdiction. In 2002, Williams brought a class action for improper wages. On Aug. 23, 2004, the SC Sup. Court in Adkins and Wicker held the prevailing wage provision was mandatory and workers could file a grievance for back wages.

Timothy Wilson
Grievant Signature

10-18
Date

ACTION TAKEN BY IGC: Fwd. grievance to Lieber CI. att

SEE WARDEN'S RESPONSE

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

4178

Ann Hallman 5-21-0
IGC Signature Date

IGA n/a
Grievant Signature Date

WARDEN'S DECISION AND REASON:

SEE ATTACHED

[Signature] 5-24-07
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:

[Signature] 8-14-08
Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM**

STEP 1

INMATE NAME: Timothy Wilson

SCDC NUMBER: #261971

INSTITUTION: Ridgeland

HOUSING UNIT: E2 202

WORK ASSIGNMENT: Dorm

DEC 06 2005

INMATE GRIEVANCE

Office Use Only
Grievance No. 1764-0
Code: General MY
Policy _____
Disc. Hear. _____
Class. 10/10/05
Date Received 10-25-05
IGC Initials CC-02

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) Grievant was/is employed in the WTI/Lieber service work program. From 1999/July 2001, S.C. Code 24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was \$8.40 to \$10.97 for 1999, \$9.74 to \$11.59 for 2000, and \$10.10 to \$12.06 for 2001 (Exh. G,H). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of \$4/hr (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of approx. \$1/hr, and usually less. Exhibits document a .35/hr base rate (Exh. B,D,E), maximum of \$1/hr (Exh E), the 9-30-98 contract specifying a \$4/hr wage (Exh B,C), employee roster (Exh A), and pay dates, rates, hours, and pay for Grievant (Exh F).

* Exhibits A-H attached to two grievances filed by Darrell Williams #219730 and counsel on 9-22-04 are incorporated herein by reference. Attached are Exhibits A, 0797; C, 0081, 0086; F, 1413-1415; & H, 1-3.

ACTION REQUESTED: Back wages for 126.85 hrs in 1999 at 9.68/hr; 2078.71 hrs in 2000 at 10.66/hr; 1346.09 hrs in 1-1-01/6-30-01 at 11.08/hr; and 5522.85 hrs * 7-1-01/present at \$4/hr; less wages paid, \$24-3-40 deductions, and soc. sec/medicare; plus interest, costs, and atty fees.

* Hours "plus" indicates possible work past latest date in Exh F, June 2004.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Workers have requested WTI/Lieber to pay prevailing wages, and Darrell Williams in 2001 grieved improper wages which was dismissed for want of jurisdiction. In 2002, Williams brought a class action for improper wages. On Aug. 23, 2004, the SC Sup. Court in Adkins and Wicker held the prevailing wage provision was mandatory and workers could file a grievance for back wages.

Grievant Signature

Date

ACTION TAKEN BY IGC: Fwd grievance to Lieber CI. ad

SEE WARDEN'S RESPONSE

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

SCDC 10-5 (Rev November 1997)

4/80

IGC Signature

Date

IGA

NA

Grievant Signature

Date

Ackerman 5-6-11 3815

WARDEN'S DECISION AND REASON:

SEE ATTACHED

- ☐ 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 _____

[Signature] 5-24-07
Warden Signature Date

[Signature] 5-24-07
IGC Signature Date
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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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WILSON LCI-1764-05

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 October 18, 2005 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your first voluntary work assignment in the prison industries project at Lieber began on November 3, 1999 and ended on March 13, 2003. Additionally, these records reflect that you returned to this project for a second work assignment that began February 20, 2004 and ended March 31, 2004.

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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AMENDMENT TO GRIEVANCE OF TIMOTHY WILSON, #261971

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 126.85 hours in 1999 at \$9.68 per hour; 2078.71 hours in 2000 at \$10.66 per hour; 1346.09 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 5522.85 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 Exhibits A, 0797; C, 0081, 0086; F, 1413-1415, A, H, 1
* 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	WHITE, ALLEN	282869	C A 33	1	6/21/02	6/24/04
MI 2	WHITE, ALVIN	277246	S A 27	3	8/30/01	10/22/03
MI 2	WHITE, ALVIN	277246	S A 27	2	8/30/01	12/16/02
MI 2	WHITE, CEDRIC	228398	C B 22	1	10/25/01	4/8/03
MI 2	WHITE, ELWOOD	88610	S A 55	1	5/1/00	12/12/02
	WHITE, HENRY	266803	C B 61	1	7/7/00	12/15/00
	WHITE, JAMES	215589	MX 0	2	2/25/00	8/24/00
MI 2	WHITE, JEFFERY	275268	C B 15	1	7/3/02	8/27/02
MI 3	WHITE, KENNETH	228409	C A 11	1	11/10/99	6/26/03
MI 3	WHITE, R	254484	C A 0	0		8/3/99
	WHITE, ROBERT	88611	A B 34	1	12/5/00	12/14/00
	WHITE, SHAWN	262782	C A 57	1	1/10/00	8/16/00
	WHITE, WOODROW	196724	MX 0	2	1/6/00	6/27/00
MI 3	WHITT, TONY	242918	S A 17	1	5/17/04	5/18/04
	WHITT, TONY	242918	C A 26	1	6/29/00	12/20/01
	WIDENER, THOMAS	255650	C B 24	1	8/2/00	8/14/00
	WIGFALL, ELVIS	153015	MX 0	2	1/26/00	11/29/01
MI 3	WIGGINS, JARVIS	268616	C B 30	3		3/17/04
MI 3	WILBANKS, JAMES	115167	C A 7	2	10/30/01	1/10/03
	WILKE, QUINTIN	214391	A B 18	1	6/15/00	6/29/00
MI 3	WILKINS, FRED	259180	C B 18	2	5/1/02	12/17/02
	WILLIAMS, DARRELL	219730	C A 45	1	3/21/00	1/9/01
	WILLIAMS, DERRICK	272958	S B 61	1	8/17/01	1/22/02
	WILLIAMS, FREDDIE	244812	C A 19	1	3/22/00	12/20/01
	WILLIAMS, HENRY	267050	MX 0	1	2/1/01	12/11/01
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	5/7/03
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	6/26/04
	WILLIAMS, JESSIE	243548	C 0	1	1/24/00	2/16/00
MI 2	WILLIAMS, ORLANDO	262781	C A 57	1	1/4/00	11/4/02
	WILLIAMS, RICHARD	184758	C B 38	1	9/26/01	6/19/02
	WILSON, HOMER	275867	S A 14	1	9/10/01	9/18/01
MI 3	WILSON, JAMES	180217	S A F	2	7/17/01	9/6/02
MI 3	WILSON, JOHN	294102	C A 23	1	3/1/04	6/24/04
	WILSON, JOHN	143040	C B 21	1	5/3/02	7/12/02
MI 3	WILSON, LEON	155867	C B 39	1	8/11/99	6/24/04
MI 3	WILSON, ROBERT	299807	B A 14	3	6/2/04	6/14/04
	WILSON, SAMMIE	253487	A A 14	1	8/3/99	2/22/00
	WILSON, TEDDY	228412	S A 15	1	10/22/01	1/17/02
MI 2	WILSON, TIMOTHY	261971	C B 24	1	2/20/04	3/31/04
MI 2	WILSON, TIMOTHY	261971	C B 13	1	11/15/99	3/13/03
	WISE, CALVIN	257242	C A 42	1	9/9/99	7/5/00
	WOJCIK, JOHN	219463	C A 34	1	2/14/00	8/1/02
	WOODS, WILLIE	260999	S B 7	1	1/14/02	3/22/02
MI 2	WREN, HENRY	228727	C B 36	1	2/14/00	5/2/03
	WRIGHT, ANTHONY	199009	C B 7	2	2/7/00	7/24/01

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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.

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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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261971	WILSON	TIMOTHY	CAIN	20000228	0.50	64.63	32.31
261971	WILSON	TIMOTHY	CAIN	20000313	0.50	75.00	37.50
261971	WILSON	TIMOTHY	CAIN	20000327	0.50	74.07	37.03
261971	WILSON	TIMOTHY	CAIN	20000410	0.50	75.00	37.50
261971	WILSON	TIMOTHY	CAIN	20000424	0.50	75.00	37.50
261971	WILSON	TIMOTHY	CAIN	20000508	0.50	75.00	37.50
261971	WILSON	TIMOTHY	CAIN	20000522	0.50	67.50	33.75
261971	WILSON	TIMOTHY	CAIN	20000522	0.55	7.50	4.12
261971	WILSON	TIMOTHY	CAIN	20000522	0.25	7.50	1.87
261971	WILSON	TIMOTHY	CAIN	20000605	0.50	67.50	33.75
261971	WILSON	TIMOTHY	CAIN	20000703	0.65	60.00	39.00
261971	WILSON	TIMOTHY	CAIN	20000703	0.75	24.75	18.56
261971	WILSON	TIMOTHY	CAIN	20000703	0.35	4.50	1.57
261971	WILSON	TIMOTHY	CAIN	20000703	0.25	14.23	8.55
261971	WILSON	TIMOTHY	CAIN	20000717	0.50	78.00	39.00
261971	WILSON	TIMOTHY	CAIN	20000731	0.50	97.50	48.75
261971	WILSON	TIMOTHY	CAIN	20000814	0.50	57.03	28.51
261971	WILSON	TIMOTHY	CAIN	20000828	0.50	102.72	51.36
261971	WILSON	TIMOTHY	CAIN	20000911	0.50	72.34	36.17
261971	WILSON	TIMOTHY	CAIN	20000925	0.50	112.61	56.30
261971	WILSON	TIMOTHY	CAIN	20001009	0.50	99.91	49.95
261971	WILSON	TIMOTHY	CAIN	20001023	0.50	65.80	32.95
261971	WILSON	TIMOTHY	CAIN	20001106	0.50	127.50	63.75
261971	WILSON	TIMOTHY	CAIN	20001120	0.50	85.38	42.69
261971	WILSON	TIMOTHY	CAIN	20001204	0.50	70.04	35.02
261971	WILSON	TIMOTHY	CAIN	20001218	0.50	135.12	67.56
261971	WILSON	TIMOTHY	CAIN	20010101	0.50	68.00	34.00
261971	WILSON	TIMOTHY	CAIN	20010115	0.50	90.00	45.00
261971	WILSON	TIMOTHY	CAIN	20010129	0.50	71.03	35.51
261971	WILSON	TIMOTHY	CAIN	20010212	0.50	112.50	56.25
261971	WILSON	TIMOTHY	CAIN	20010226	0.50	99.38	49.69
261971	WILSON	TIMOTHY	CAIN	20010312	0.50	112.43	56.21
261971	WILSON	TIMOTHY	CAIN	20010326	0.50	104.85	52.42
261971	WILSON	TIMOTHY	CAIN	20010409	0.50	94.84	47.42
261971	WILSON	TIMOTHY	CAIN	20010423	0.50	105.97	52.98
261971	WILSON	TIMOTHY	CAIN	20010507	0.50	115.69	57.84
261971	WILSON	TIMOTHY	CAIN	20010521	0.50	133.60	66.80
261971	WILSON	TIMOTHY	CAIN	20010604	0.50	107.44	53.72
261971	WILSON	TIMOTHY	CAIN	20010618	0.50	80.38	40.19
261971	WILSON	TIMOTHY	CAIN	20010702	0.50	117.98	58.99
261971	WILSON	TIMOTHY	CAIN	20010716	0.50	105.88	52.94
261971	WILSON	TIMOTHY	CAIN	20010730	0.50	106.19	53.06
261971	WILSON	TIMOTHY	CAIN	20010813	0.50	113.67	56.83
261971	WILSON	TIMOTHY	CAIN	20010827	0.50	126.36	63.18
261971	WILSON	TIMOTHY	CAIN	20010910	0.50	112.32	56.16
261971	WILSON	TIMOTHY	CAIN	20010924	0.50	121.35	60.67
261971	WILSON	TIMOTHY	CAIN	20011008	0.50	152.59	76.29
261971	WILSON	TIMOTHY	CAIN	20011022	0.50	132.81	66.45
261971	WILSON	TIMOTHY	CAIN	20011105	0.50	138.07	69.03
261971	WILSON	TIMOTHY	CAIN	20011119	0.50	130.71	65.35
261971	WILSON	TIMOTHY	CAIN	20011203	0.50	89.47	49.73
261971	WILSON	TIMOTHY	CAIN	20011217	0.50	138.74	69.37
261971	WILSON	TIMOTHY	CAIN	20020114	0.50	102.50	51.25
261971	WILSON	TIMOTHY	CAIN	20020128	0.50	123.24	61.62

A-1414

June 2004

4189

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



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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

4191

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

4192

March 2, 2008

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Timothy Cain Wilson
SCDC NUMBER: #261971 (former)
INSTITUTION: released
HOUSING UNIT: _____
WORK ASSIGNMENT: _____

Office Use Only
Grievance No.: LCI-1764-05
Code: General 1 NY-PI
Policy _____
Disc. Hear. _____
Class. _____
Date Received _____
IGC Initials _____

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Inmate began working 11-5-99 and ended 3-31-04. §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. Darrell Williams 2-19-08

Grievant Signature Darrell Williams Date 2-19-08

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)

4/13

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Due:
March 2, 2008

INMATE NAME: Timothy Cain Wilson

SCDC NUMBER: #261971 (former)

INSTITUTION: released

HOUSING UNIT: _____

WORK ASSIGNMENT: _____

RECEIVED

AUG 22 2008

INMATE GRIEVANCE

Office Use Only

Grievance No.: LCI-1764-05

Code: General 1 MY-PI

Policy _____

Disc. Hear. _____

Class. _____

Date Received 8-22-08

IGC Initials all

16A

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Inmate began working 11-5-99 and ended 3-31-04. §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 prevail on 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.

Timothy Wilson
Grievant Signature

8/14/08
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)

4194

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Timothy Wilson, #261971

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 Wilson 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 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 Wilson

Appellant's Name

Broad River C.I.

Mailing Address

4460 Broad River Rd.

Columbia, SC 29210

City, State, Zip Code

none

Telephone Number

Signed

Dated

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401

(843) 853-9600

Attorney for Appellant

(See reverse side for instructions)

4195

Ackerman 5-6-11 3830

STATE OF SOUTH CAROLINA)
TIMOTHY WILSON, #261971)
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,

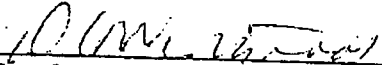
I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(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

4196

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1**

INMATE NAME: Tony Witt

MAY 05 2008

SCDC NUMBER: #242918INSTITUTION: KercoHOUSING UNIT: AD-145

MAY 20 2008

WORK ASSIGNMENT: P.I.

INMATE GRIEVANCE

1C10659-08

Office Use Only
Grievance No. 1C10659-08
Code: General NY
Policy _____
Disc. Hear. _____
Class. _____
Date Received 5/5/08 5-16
IGC Initials AW JS

STATE GRIEVANCE (include documentation and date of incident, if SCDC Policy. Indicate which policy.) Grievant was/is employed in the WTI/Lieber service work program. From 1999/July 2001, S.C. Code 24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was \$8.40 to \$10.97 for 1999, \$9.74 to \$11.59 for 2000, and \$10.10 to \$12.06 for 2001 (Exh. G,H). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of \$4/hr (Stat. at Large, No 66, S37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of approx. \$1/hr, and usually less. Exhibits document a .35/hr base rate (Exh. B,D,E), maximum of \$1/hr (Exh E), the 9-30-98 contract specifying a \$4/hr wage (Exh B,C), employee roster (Exh. A), and pay dates, rates, hours, and pay for Grievant (Exh. F).

*Exhibits A-H, attached to two grievances filed by Darrell Williams #219730 and counsel on 9-22-04 are incorporated herein by reference. Attached in part are Exhibits A,C,F, & H.

ACTION REQUESTED: Back wages for 0 hrs. in 1999 at \$9.68/hr; 1,180.78 hrs in 2000 at \$10.66/hr; 805.77 hrs in 1-1-01 / 6-30-01 at \$11.08/hr; and 815.46 hrs * 7-1-01 / present at \$4/hr; less wages paid, §24-3-40 deductions, and Soc. Sec/Medicare; plus interest, costs, and Atty. fees.

*Hours "plus" indicates possible work past latest date in Exh F, June 2004.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Workers have requested WTI/Lieber to pay prevailing wages, and Darrell Williams in 2001 grieved improper wages which was dismissed for want of Jurisdiction. In 2002, Williams brought a class action for improper wages. On Aug. 23, 2004, the S.C. Sup. Court in Adkins and Wicker held the prevailing wage provision was mandatory and workers could file a grievance for back wages.

Tony Witt 4-28-08
Grievant Signature Date

ACTION TAKEN BY IGC:

This grievance has been forwarded to Lieber CI for processing & closed under KRCI number.

TO IGO 5-16-08 / J. H. H. H.

Attorney 5/6/08

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

SCDC 10.5 (Rev. November 1997)

4197

IGC Signature Date

Grievant Signature Date

Ackerman 5-6-11 3832

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Tony Witt, #242918

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Tony Witt 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 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(s
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.

Tony Witt

Appellant's Name

Kershaw C.I.

Mailing Address

4848 Goldmine Hwy

Kershaw, SC 29067

City, State, Zip Code

none

Telephone Number

Signed

Dated

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401

(843) 853-9600

Attorney for Appellant

(See reverse side for instructions)

4198

STATE OF SOUTH CAROLINA)
)
TONY WITT, #242918)
)
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
Douglas H. Westbrook

4199

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

761260

INMATE NAME: John Wojcik
SCDC NUMBER: 219463
INSTITUTION: Lieber Lee CI
HOUSING UNIT: WANDU - C 251 FLO1260T
WORK ASSIGNMENT: Kitchen

Office Use Only
Grievance No. Lieber 0007-01
Code: General NY
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. I was only paid .35¢ an hour, and not the prevailing wage as under South Carolina Code Ann. Sec. 24-3-430(A-7) as well as fact they were getting \$4.00 an hour and still did not give me my money from Feb 14 1999 until August 2002. They denied me prevailing wage.

ACTION REQUESTED: I want all money ~~due~~ 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:

Grievance was filed. Ordered to file Grievance by court. *Wicker v. SCDC, Atkins v. SCDC*

John Wojcik 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

John Wojcik: See Warden's response

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

4200

SCDC 10-5 (Rev. November 1997)

G. Carpton 10/28/04
IGC Signature Date
N/A
Grievant Signature Date

WARDEN'S DECISION AND REASON:

See Attachment.

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.

John A. [Signature] 12-10-04
Grievant Signature Date

Brigger 12/10/4
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.

4201

Inmate John Wojcik, # 219463

LCI 0607-04

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, et al., 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.

4202

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.

4703

AMENDMENT TO GRIEVANCE OF JOHN WOJCIK, #219463

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; 1721.37 hours in 2000 at \$10.66 per hour; 1436.19 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 3538.59 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, 0797; C, 0081,0086; F, 1419-1420; 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.

4204

AMENDMENT TO GRIEVANCE OF JOHN WOJCIK, #219463

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; 1721.37 hours in 2000 at \$10.66 per hour; 1436.19 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 3538.59 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, 0797; C, 0081,0086; F, 1419-1420; 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.

4205

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	WHITE, ALLEN	282869	C A 33	1	6/21/02	6/24/04
MI 2	WHITE, ALVIN	277246	S A 27	3	8/30/01	10/22/03
MI 2	WHITE, ALVIN	277246	S A 27	2	8/30/01	12/16/02
MI 2	WHITE, CEDRIC	228398	C B 22	1	10/25/01	4/8/03
MI 2	WHITE, ELWOOD	88610	S A 55	1	5/1/00	12/12/02
	WHITE, HENRY	266803	C B 61	1	7/7/00	12/15/00
	WHITE, JAMES	215589	MX 0	2	2/25/00	8/24/00
MI 2	WHITE, JEFFERY	275268	C B 15	1	7/3/02	8/27/02
MI 3	WHITE, KENNETH	228409	C A 11	1	11/10/99	6/26/03
MI 3	WHITE, R	254484	C A 0	0		8/3/99
	WHITE, ROBERT	88611	A B 34	1	12/5/00	12/14/00
	WHITE, SHAWN	262782	C A 57	1	1/10/00	8/16/00
	WHITE, WOODROW	196724	MX 0	2	1/6/00	6/27/00
MI 3	WHITT, TONY	242918	S A 17	1	5/17/04	5/18/04
	WHITT, TONY	242918	C A 26	1	6/29/00	12/20/01
	WIDENER, THOMAS	255659	C B 24	1	8/2/00	8/14/00
MI 3	WIGFALL, ELVIS	153015	MX 0	2	1/26/00	11/29/01
MI 3	WIGGINS, JARVIS	268616	C B 30	3		3/17/04
MI 3	WILBANKS, JAMES	115167	C A 7	2	10/30/01	1/10/03
	WILKE, QUINTIN	214391	A B 18	1	6/15/00	6/29/00
MI 3	WILKINS, FRED	259180	C B 18	2	5/1/02	12/17/02
	WILLIAMS, DARRELL	219730	C A 45	1	3/21/00	1/9/01
	WILLIAMS, DERRICK	272958	S B 61	1	8/17/01	1/22/02
	WILLIAMS, FREDDIE	244812	C A 19	1	3/22/00	12/20/01
	WILLIAMS, HENRY	267050	MX 0	1	2/1/01	12/11/01
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	5/7/03
MI 3	WILLIAMS, JAMES	282929	C B 10	1	5/28/02	6/24/04
	WILLIAMS, JESSIE	243548	C 0	1	1/24/00	2/16/00
MI 2	WILLIAMS, ORLANDO	262781	C A 57	1	1/4/00	11/4/02
	WILLIAMS, RICHARD	184758	C B 38	1	9/26/01	6/19/02
	WILSON, HOMER	275867	S A 14	1	9/10/01	9/18/01
MI 3	WILSON, JAMES	180217	S A 1	2	7/17/01	9/6/02
MI 3	WILSON, JOHN	294102	C A 23	1	3/1/04	6/24/04
	WILSON, JOHN	143040	C B 21	1	5/3/02	7/12/02
MI 3	WILSON, LEON	155867	C B 59	1	8/11/99	6/24/04
MI 3	WILSON, ROBERT	299807	E A 14	3	6/2/04	6/14/04
	WILSON, SAMMIE	253487	A A 14	1	8/5/99	2/22/00
	WILSON, TEDDY	228412	S A 15	1	10/22/01	1/17/02
MI 2	WILSON, TIMOTHY	261971	C B 24	1	2/20/04	3/31/04
MI 2	WILSON, TIMOTHY	261971	C B 13	1	11/15/99	3/13/03
	WISE, CALVIN	257242	C A 42	1	9/9/99	7/5/00
	WOJCIK, JOHN	219463	C A 34	1	2/14/00	8/1/02
	WOODS, WILLIE	260999	S B 7	1	1/14/02	3/22/02
MI 2	WREN, HENRY	228727	C B 36	1	2/14/00	5/2/03
	WRIGHT, ANTHONY	199009	C B 7	2	2/7/00	7/24/01

PLAINTIFF'S
EXHIBIT

A - 0797
June 2004

4206

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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June 2004

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Ackerman 5-6-11 3842

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
257242	WISE	CALVIN	EUGENE	20000522	0.75	5.25	3.93
257242	WISE	CALVIN	EUGENE	20000522	0.25	5.25	1.31
257242	WISE	CALVIN	EUGENE	20000605	0.65	67.07	43.59
257242	WISE	CALVIN	EUGENE	20000703	0.65	59.68	38.79
257242	WISE	CALVIN	EUGENE	20000703	0.35	7.50	2.62
257242	WISE	CALVIN	EUGENE	20000717	0.50	17.50	8.75
242918	WITT	TONY		20000731	0.50	165.84	82.92
242918	WITT	TONY		20000731	0.50	101.58	50.79
242918	WITT	TONY		20000814	0.50	103.77	51.88
242918	WITT	TONY		20000828	0.50	127.61	63.80
242918	WITT	TONY		20000911	0.50	58.87	29.43
242918	WITT	TONY		20000925	0.50	76.25	38.12
242918	WITT	TONY		20001009	0.50	80.91	40.45
242918	WITT	TONY		20001023	0.50	115.63	57.81
242918	WITT	TONY		20001106	0.50	94.46	47.23
242918	WITT	TONY		20001120	0.50	40.24	20.12
242918	WITT	TONY		20001204	0.50	84.14	42.07
242918	WITT	TONY		20001218	0.50	102.74	51.37
242918	WITT	TONY		20010101	0.50	44.12	22.06
242918	WITT	TONY		20010115	0.50	82.98	41.49
242918	WITT	TONY		20010129	0.50	95.59	47.79
242918	WITT	TONY		20010212	0.50	102.28	51.14
242918	WITT	TONY		20010226	0.50	44.98	22.49
242918	WITT	TONY		20010312	0.50	92.40	46.20
242918	WITT	TONY		20010326	0.50	86.49	43.24
242918	WITT	TONY		20010409	0.50	114.71	57.35
242918	WITT	TONY		20010423	0.50	33.27	16.63
242918	WITT	TONY		20010507	0.50	100.16	50.08
242918	WITT	TONY		20010521	0.50	187.37	93.68
242918	WITT	TONY		20010604	0.50	43.48	21.74
242918	WITT	TONY		20010813	0.50	177.47	88.73
242918	WITT	TONY		20010827	0.50	129.83	64.91
242918	WITT	TONY		20010910	0.50	122.08	61.04
242918	WITT	TONY		20010924	0.50	95.09	47.54
242918	WITT	TONY		20011008	0.50	131.25	65.62
242918	WITT	TONY		20011022	0.50	60.72	30.36
242918	WITT	TONY		20011105	0.50	111.23	55.61
242918	WITT	TONY		20011119	0.50	145.15	72.57
242918	WITT	TONY		20011203	0.50	105.39	52.69
242918	WITT	TONY		20011217	0.50	154.89	77.44
219463	WOJCIK	JOHN	ANTHONY	20000228	0.35	65.57	22.94
219463	WOJCIK	JOHN	ANTHONY	20000228	1.05	7.50	7.87
219463	WOJCIK	JOHN	ANTHONY	20000313	0.35	71.00	24.85
219463	WOJCIK	JOHN	ANTHONY	20000327	0.35	62.85	21.99
219463	WOJCIK	JOHN	ANTHONY	20000410	0.35	65.63	22.97
219463	WOJCIK	JOHN	ANTHONY	20000424	0.50	75.00	37.50
219463	WOJCIK	JOHN	ANTHONY	20000424	0.55	1.92	1.05
219463	WOJCIK	JOHN	ANTHONY	20000424	0.25	5.92	1.48
219463	WOJCIK	JOHN	ANTHONY	20000508	0.50	75.00	37.50
219463	WOJCIK	JOHN	ANTHONY	20000508	0.80	7.15	5.72
219463	WOJCIK	JOHN	ANTHONY	20000522	0.50	64.75	32.37
219463	WOJCIK	JOHN	ANTHONY	20000522	0.25	7.50	1.87
219463	WOJCIK	JOHN	ANTHONY	20000605	0.35	50.45	17.65
219463	WOJCIK	JOHN	ANTHONY	20000703	0.35	50.57	17.69



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June 2004

Employee ID	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
219463	WOJCIK	JOHN	ANTHONY	20000717	0.50	59.27	29.63
219463	WOJCIK	JOHN	ANTHONY	20000731	0.50	69.67	34.83
219463	WOJCIK	JOHN	ANTHONY	20000814	0.50	60.25	30.12
219463	WOJCIK	JOHN	ANTHONY	20000828	0.50	37.46	18.73
219463	WOJCIK	JOHN	ANTHONY	20000911	0.50	74.11	37.05
219463	WOJCIK	JOHN	ANTHONY	20000925	0.50	118.08	59.04
219463	WOJCIK	JOHN	ANTHONY	20001009	0.50	123.83	61.91
219463	WOJCIK	JOHN	ANTHONY	20001023	0.50	111.38	55.69
219463	WOJCIK	JOHN	ANTHONY	20001106	0.50	112.50	56.25
219463	WOJCIK	JOHN	ANTHONY	20001120	0.50	108.08	54.04
219463	WOJCIK	JOHN	ANTHONY	20001204	0.50	95.62	47.81
219463	WOJCIK	JOHN	ANTHONY	20001218	0.50	111.44	55.72
219463	WOJCIK	JOHN	ANTHONY	20010101	0.50	28.87	14.43
219463	WOJCIK	JOHN	ANTHONY	20010115	0.50	79.35	39.67
219463	WOJCIK	JOHN	ANTHONY	20010129	0.50	95.28	47.64
219463	WOJCIK	JOHN	ANTHONY	20010212	0.50	110.40	55.20
219463	WOJCIK	JOHN	ANTHONY	20010226	0.50	116.33	58.16
219463	WOJCIK	JOHN	ANTHONY	20010312	0.50	126.02	63.01
219463	WOJCIK	JOHN	ANTHONY	20010326	0.50	137.22	68.61
219463	WOJCIK	JOHN	ANTHONY	20010409	0.50	133.92	66.96
219463	WOJCIK	JOHN	ANTHONY	20010423	0.50	115.70	57.85
219463	WOJCIK	JOHN	ANTHONY	20010507	0.50	129.82	64.91
219463	WOJCIK	JOHN	ANTHONY	20010521	0.50	98.30	49.15
219463	WOJCIK	JOHN	ANTHONY	20010604	0.50	100.58	50.29
219463	WOJCIK	JOHN	ANTHONY	20010618	0.50	80.77	40.38
219463	WOJCIK	JOHN	ANTHONY	20010702	0.50	112.50	56.25
219463	WOJCIK	JOHN	ANTHONY	20010716	0.50	98.89	49.44
219463	WOJCIK	JOHN	ANTHONY	20010730	0.50	103.77	51.88
219463	WOJCIK	JOHN	ANTHONY	20010813	0.50	106.31	53.15
219463	WOJCIK	JOHN	ANTHONY	20010827	0.50	104.51	52.25
219463	WOJCIK	JOHN	ANTHONY	20010910	0.50	120.56	60.28
219463	WOJCIK	JOHN	ANTHONY	20010924	0.50	58.76	29.38
219463	WOJCIK	JOHN	ANTHONY	20011008	0.50	125.27	62.63
219463	WOJCIK	JOHN	ANTHONY	20011022	0.50	134.58	67.29
219463	WOJCIK	JOHN	ANTHONY	20011105	0.50	111.44	55.72
219463	WOJCIK	JOHN	ANTHONY	20011119	0.50	148.11	74.05
219463	WOJCIK	JOHN	ANTHONY	20011203	0.50	129.18	64.59
219463	WOJCIK	JOHN	ANTHONY	20011217	0.50	131.09	65.54
219463	WOJCIK	JOHN	ANTHONY	20020114	0.50	86.53	43.26
219463	WOJCIK	JOHN	ANTHONY	20020128	0.50	104.43	52.21
219463	WOJCIK	JOHN	ANTHONY	20020211	0.50	119.31	59.65
219463	WOJCIK	JOHN	ANTHONY	20020225	0.50	125.03	62.51
219463	WOJCIK	JOHN	ANTHONY	20020311	0.50	135.66	67.83
219463	WOJCIK	JOHN	ANTHONY	20020325	0.50	152.20	76.10
219463	WOJCIK	JOHN	ANTHONY	20020408	0.50	160.40	80.20
219463	WOJCIK	JOHN	ANTHONY	20020422	0.50	177.06	88.53
219463	WOJCIK	JOHN	ANTHONY	20020506	0.50	149.42	74.71
219463	WOJCIK	JOHN	ANTHONY	20020520	0.50	156.30	78.15
219463	WOJCIK	JOHN	ANTHONY	20020603	0.50	127.64	63.82
219463	WOJCIK	JOHN	ANTHONY	20020617	0.50	153.14	76.57
219463	WOJCIK	JOHN	ANTHONY	20020701	0.50	180.36	90.18
219463	WOJCIK	JOHN	ANTHONY	20020715	0.50	134.30	67.15
219463	WOJCIK	JOHN	ANTHONY	20020729	0.50	149.80	74.90
219463	WOJCIK	JOHN	ANTHONY	20020812	0.50	54.54	27.27

A - 1420
June 2004

4210

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



4211

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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SEP 20 07 10:00 RUBEN 0730070213 P. 7

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

4213

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

BACK BY
12-15-04

STEP 2
INMATE NAME: John Wojcik
SCDC NUMBER: 219463 DEC 28 2004
INSTITUTION: Lee MacCI
HOUSING UNIT: FLOrence South INMATE # 1260
WORK ASSIGNMENT: ATU

Office Use Only
Grievance No. Lieber 0607-04
Code: General my
Policy _____
Disc. Hear. _____
Class _____
Date Received DEC 10 2004
IGC Initials JFD

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

I disagree with the decision that has been made and would like to appeal to a higher person.

John Wojcik 12-10-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

[Signature] 5-14-07
Signature Date

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

John Wojcik 5/22/07
Grievant Signature Date

George Ramey 5/22/07
IGC Signature Date

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(SEE REVERSE SIDE FOR INSTRUCTIONS)

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.

4215

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 December 10, 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 14, 2000 and that your participation in this project ended on or about August 1, 2002.

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

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

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

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

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

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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 two (2) years after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

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

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

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

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

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

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

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

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

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

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

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

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURTJohn Wojcik, #219463

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

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

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

John Wojcik

Appellant's Name

MacDougal C. I.

1516 Old Gilliard Rd.

Mailing Address

Ridgeville, SC 29472

City, State, Zip Code

none

Telephone Number

Signed

Dated

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401.

(843) 853-9600

Attorney for Appellant

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STATE OF SOUTH CAROLINA) IN THE ADMINISTRATIVE LAW COURT
JOHN WOJCIK, #219463)
)
)
Grievant/Appellant,)
)
vs.) CERTIFICATE OF SERVICE
)
SOUTH CAROLINA DEPARTMENT OF)
CORRECTIONS,)
)
Respondent/Appellee.)

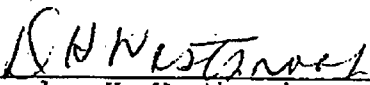
I certify that on the 7th day of June, 2007,
I mailed by first class postage Appellant's Notice of Appeal,
and final decision, to the following:

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

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

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

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


Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: Anthony Wright
SCDC NUMBER: 199009
INSTITUTION: Lieber C.I.
HOUSING UNIT: Cooper B-6 ✓
WORK ASSIGNMENT: Dorm worker

Office Use Only
Grievance No. Lieber 0623-24
Code: General ny
Policy _____
Disc. Hear. _____
Class. SEP 22 2004
Date Received _____
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 where 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
Wickler v. SCDC Adkins v. SCDC

Anthony Wright 9-28-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

- ☐ 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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[Signature] 9/28/04
IGC Signature Date
N/A
Grievant Signature Date

WARDEN'S DECISION AND REASON:

See Attachment.

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

Anthony Wright 11-03-04
Grievant Signature Date

[Signature] Oct. 28, 04
Warden Signature Date

[Signature] 11/3/04
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Inmate A. Wright, #199609

LC10623-04

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, et al., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

11-8-54

INMATE NAME: Anthony Wright
SCDC NUMBER: 199009
INSTITUTION: Lieber
HOUSING UNIT: C B-6 Cooper Bll
WORK ASSIGNMENT: Doran Worker

Office Use Only
Grievance No. LC106304
Code: General rw
Policy _____
Disc. Hear. _____
Class. 7/10/91
Date Recd. 7/10/91
IGC Initials _____

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

Adkins & Wicker do Require payment of prevailing wages
Grievants were employed by WTI, and SCDC was
WTI's "Agent in paying our wages. Adkins & Wicker
further allow this issue of payment of wages under
SC Code 24-3-430 to be grieved pursuant to SCDC's
grievance procedures. Grievants incorporate by Reference
all exhibits attached to grievances filed by
Darrell Williams and Attorney Douglas Westback
on 2-22-04

Grievant Signature _____ Date 11-2-04

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature [Signature] Date 6-19-07

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: Anthony Wright Date: _____

IGC Signature _____ Date 2/2/07

(SEE REVERSE SIDE FOR INSTRUCTIONS)

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wright, Anthony	199009	LCI-0623-04

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 first voluntary work assignment in the prison industries project at Lieber began on February 7, 2000 and ended July 24, 2001. Additionally, these records reflect that you returned to this project for a second work assignment that began October 14, 2005 and ended November 11, 2005.

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

As I said at the very beginning of my response, I reviewed your Step 2 appeal 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.

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wright, Anthony	199009	LCI-0623-04

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 4 ½ years after SCDC first paid you for the labor you provided to the project located at Lieber during your first work assignment there, over three (3) years after your first work assignment in the 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.

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wright, Anthony	199009	LCI-0623-04

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

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

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

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

Contrary to 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

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC#	Grievance #
Wright, Anthony	199009	LCI-0623-04

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

Anthony Wright, #199009

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

Notice is hereby given that Anthony Wright 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 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. Inmate
class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and the
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 inter-
est, costs and attorney fees. 10. SCDC should process grievance for all who
worked in program whether or not they personally filed a grievance.

Anthony Wright

Appellant's Name

Lieber C.I.

Mailing Address

P.O. Box 205

Ridgeville, SC 29472

City, State, Zip Code

none

Telephone Number

Signed

Dated

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401

(843) 853-9600

Attorney for Appellant

(See reverse side for instructions)

4230

STATE OF SOUTH CAROLINA)
)
 ANTHONY WRIGHT, #199009)
)
 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

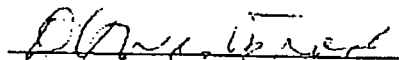
Court to:

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

4231

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: Robert Wydman
SCDC NUMBER: 260331
INSTITUTION: Lieber
HOUSING UNIT: W-C 159 ✓
WORK ASSIGNMENT: _____

Office Use Only
Grievance No. Lieber 0628-04
Code: General NY
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)

State grievance
The department is asked to review and determine whether I am entitled to receive back wages which are due to me from working of Lieber Prison Industries program when they only paid me 350 an hour and not prevailing wage 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 ~~mon~~ 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 Wickern.
S.C.D.C Adkins v. S.C.D.C

Robert Wydman 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

- ☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 4232

J. Carufox 10/22/04
IGC Signature Date
NA

WARDEN'S DECISION AND REASON:

See Attachment.

MB 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.

Robert Wydman 10-29-04
Grievant Signature Date

J. Carfagna 10/29/04
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.

4233

R. Wydra, # 260331

LC10638-04

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, et al., 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.

4234

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.

4235

AMENDMENT TO GRIEVANCE OF ROBERT WYDMAN, #260331

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; 1047.51 hours in 2000 at \$10.66 per hour; 410.96 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 345.60 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.

(Grievant Signature) (Date)

* Attached are Exh. A, 0798; C, 0081,0086; F, 1425; 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.

4236

AMENDMENT TO GRIEVANCE OF ROBERT WYDMAN, #260331

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; 1047.51 hours in 2000 at \$10.66 per hour; 410.96 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 345.60 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.

Robert Wydman
(Grievant Signature)

10-14-05
(Date)

- * Attached are Exh. A, 0798; C, 0081, 0086; F, 1425; 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.

4237

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: ROBERT WYDMAN NOV 04 2004/
SCDC NUMBER: 26833
INSTITUTION: ~~LEONARD~~ ~~DAVE~~ EVANS PP
HOUSING UNIT: WAND C159 513-
WORK ASSIGNMENT: 27-1

Office Use Only
Grievance No. Liber 0638-09
Code: General my
Policy _____
Disc. Hear. _____
Class. _____
Date Received NOV 08 2004
IGC Initials LC

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 SC CODE 24-3-430 TO BE GROUVED PURSUANT TO SCDC'S GRIEVANT PROCEDURE. GRIEVANT INCORPORATES BY REFERENCE ALL EXHIBITS ATTACHED TO GRIEVANCES FILED BY DARRELL WILLIAMS AND ATTORNEY DOUGLAS WESTBROOK ON 09-22-04

Robert Wydman 11/10/04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

[Signature] 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.

Robert Wydman
Grievant Signature

5/16/07
Date

MS Redsean Miller 5/16/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wydman, Robert	260331	LCI-0638-04

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

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 19, 2000 and that your participation in this project ended on or about November 7, 2000.

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

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

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

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wydman, Robert	260331	LCI-0638-04

for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

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

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

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

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

Moreover, you filed your Step 1 grievance over four (4) years after SCDC first paid you for your participation in the project located at Lieber, less than four (4) years after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

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

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wydman, Robert	260331	LCI-0638-04

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.

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Wydman, Robert	260331	LCI-0638-04

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

Robert Wydman, #260331

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 Wydman 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 Wydman

Appellant's Name

Evans C.I.

Mailing Address

610 Hwy. 9 West

Bennettsville, SC 29512-2130

City, State, Zip Code

none

Telephone Number

D. H. Westbrook
Signed

11-6-01
Dated

Douglas H. Westbrook

23 Broad St.

Chas, SC 29401

(843) 853-9600

Attorney for Appellant

(See reverse side for instructions)

4243

Ackerman 5-6-11 3878

STATE OF SOUTH CAROLINA)

IN THE ADMINISTRATIVE LAW COURT

ROBERT WYDMAN, #260331)

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
Douglas H. Westbrook

4244

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Eric Younious
SCDC NUMBER: 281091 NOV 08 2004
INSTITUTION: Lieber Corr. Inst. PP
HOUSING UNIT: Cooper B-10 ✓
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber 0789.04
Code: General ny
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)

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.

Eric Younious Jr. 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

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

SCDC 10-5 (Rev. November 1997)

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(CONTINUED ON REVERSE SIDE)

[Signature] 10/28/04
IGC Signature Date
[Signature]
Grievant Signature Date

WARDEN'S DECISION AND REASON:

See Attachment.

A. 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.

Eric J. Gorman 11-02-04
Grievant Signature Date

J. Carlin 11-2-04
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Mr. E. Youmans, # 281091

LC10789-04

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, et al., 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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**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM**

STEP 2

INMATE NAME: Eric Younious
SCDC NUMBER: #281091
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-10
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LC0789-04
Code: General NY
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.

Eric Younious Jr. 11-04-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

[Signature] 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.

Eric A Younious Jr. 5/22/07
Grievant Signature Date

Shane L Davis 5-22-07
IGC Signature Date
ICA

(SEE REVERSE SIDE FOR INSTRUCTIONS)

YOUMANS LCI-0789-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 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 August 2, 2002 and that your participation in this project ended on or about June 26, 2003.

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

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

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

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

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

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

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

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

Moreover, you filed your Step 1 grievance over two (2) years after SCDC first paid you for your participation in the project located at Lieber, approximately 15 months after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

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

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

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

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

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

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

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

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

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

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

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

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Eric Youmous, #281091)
)
Appellant,)
)
vs.)
)
South Carolina Department of Corrections,)
)
Respondent.)

NOTICE OF APPEAL

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

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

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

Eric Youmous
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
ERIC YOUNG, #281091)
Grievant/Appellant,)
vs.) CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF)
CORRECTIONS,)
Respondent/Appellee.)

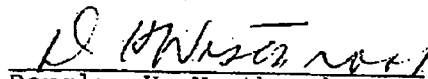
I certify that on the 20th day of June, 2007,
I mailed by first class postage Appellant's Notice of Appeal,
and final decision, to the following:

(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: Rogelio Zavala
SCDC NUMBER: 0 245106
INSTITUTION: Lieber
HOUSING UNIT: Cooper - A 38
WORK ASSIGNMENT: P 1

Office Use Only
Grievance No. Lieber 0627-04
Code: General ny
Policy _____
Disc. Hear. _____
Class. _____
Date Received SEP 22 2004
IGC Initials LC

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

The department is asked to review and determine whether I am entitled to receive back wages due to me, from working At Lieber Prison Industry Program, when they only paid me 35 cents an hour and not prevailing wage as required under South Carolina Code Ann. Sec. 24-30-430 (A7) As well as fact that from 1998-03 they denied me prevailing wage.

ACTION REQUESTED: All money due to me to 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. SC.D.C., Adkins v. SC.D.C.

Rogelio Zavala 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response

- ☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 4255

J. Carlson 10/26/04
IGC Signature Date
N/A
Grievant Signature Date

WARDEN'S DECISION AND REASON:

SEE ATTACHED

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

Rogelio Zavalta 5/23/07
Grievant Signature Date

[Signature] 5-15-07
Warden Signature Date

Ann Haerman 5-15-07
IGC Signature Date

IGA
Served by: Ramirez
5/23/07

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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Inmate B. Zavala # 245106

LC10627-04

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, et al., 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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ZAVALA LCI-0627-04

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 May 1, 1999 and that your participation in this project ended on June 10, 2004.

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 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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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 ROGELLO ZAVALA, #245106

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 1070.96 hours in 1999 at \$9.68 per hour; 2765.17 hours in 2000 at \$10.66 per hour; 1659.06 hours in 1-1-01 to 6-30-01 at \$11.08 per hour; and 10,734.24 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.

Rogello Zavala

(Grievant Signature)

2/4/06

(Date)

* Attached are Exh. A, 0798; C, 0081,0086; F, 1426-1429; 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
	WRIGHT, ELI	236759	MX 0	2	4/4/00	11/30/00
	WRIGHT, JOHNNIE	269062	C B 32	1	10/16/00	7/11/01
MI 3	WRIGHT, M	219665	C A 0	0		7/3/00
MI 3	WYATT, J.	92353	C A 0	0		6/19/00
	WYDMAN, ROBERT	260331	C B 4	1	6/19/00	11/7/00
	WYDMAN, ROBERT (*)	260331	C A 29	1	4/8/01	9/25/01
MI 3	YOUNG, ERIC	281091	C B 10	1	9/19/02	6/26/03
	YOUNG, ANTIWAN	196930	S B 31	2	9/4/01	12/31/01
	YOUNG, BRUCE	226695	C 0	1	12/6/99	1/14/00
	YOUNG, JULIUS	268251	C B 55	1	12/7/00	11/3/01
MI 2	YOUNG, RONALD	152442	C A 12	2	5/29/02	12/5/02
MI 3	ZAVALA, ROGELIO	245106	C A 38	1	5/1/99	6/10/04
MI 2	ZILL, JOHN	278973	C B 22	1	11/26/01	10/3/02

TOTAL PERSONNEL: ~~10~~ 10/1

BLACKOUTS ARE INMATES THAT HAVE
NOT WORKED IN SERVICE PROGRAM 351
BUT HAD A ONE TIME CLERICAL ERROR
ON THEIR PAY PRINTOUT.

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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.

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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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00036

Employee ID	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
281091	YOUNG	ERIC		20030421	0.50	83.75	41.87
281091	YOUNG	ERIC		20030505	0.50	48.05	24.02
281091	YOUNG	ERIC		20030519	0.50	5.55	2.77
281091	YOUNG	ERIC		20030602	0.50	71.85	35.92
281091	YOUNG	ERIC		20030616	0.50	89.66	44.83
281091	YOUNG	ERIC		20030630	0.50	52.95	26.47
268251	YOUNG	JULIUS		20010212	0.50	74.09	37.04
268251	YOUNG	JULIUS		20010226	0.50	77.38	38.69
268251	YOUNG	JULIUS		20010312	0.50	75.00	37.50
268251	YOUNG	JULIUS		20010326	0.50	74.73	37.36
268251	YOUNG	JULIUS		20010409	0.50	83.23	41.61
268251	YOUNG	JULIUS		20010423	0.50	85.76	42.88
268251	YOUNG	JULIUS		20010507	0.50	85.50	42.75
268251	YOUNG	JULIUS		20010521	0.50	61.80	30.90
268251	YOUNG	JULIUS		20010604	0.50	85.08	42.54
268251	YOUNG	JULIUS		20010618	0.50	84.21	42.10
268251	YOUNG	JULIUS		20010702	0.50	100.77	50.38
268251	YOUNG	JULIUS		20010716	0.50	86.13	43.06
268251	YOUNG	JULIUS		20010730	0.50	87.36	43.68
268251	YOUNG	JULIUS		20010813	0.50	88.05	44.02
268251	YOUNG	JULIUS		20010827	0.50	99.18	49.59
268251	YOUNG	JULIUS		20010910	0.50	106.82	53.41
268251	YOUNG	JULIUS		20010924	0.50	112.50	56.25
268251	YOUNG	JULIUS		20011008	0.50	139.59	69.79
268251	YOUNG	JULIUS		20011022	0.50	111.57	55.78
268251	YOUNG	JULIUS		20011105	0.50	45.00	22.50
152442	YOUNG	RONALD	LAMONT	20020603	0.50	10.24	5.12
152442	YOUNG	RONALD	LAMONT	20020617	0.50	49.95	24.97
152442	YOUNG	RONALD	LAMONT	20020701	0.50	44.28	22.14
152442	YOUNG	RONALD	LAMONT	20020715	0.50	35.16	17.58
152442	YOUNG	RONALD	LAMONT	20020729	0.50	44.05	22.02
152442	YOUNG	RONALD	LAMONT	20020812	0.50	65.13	32.56
152442	YOUNG	RONALD	LAMONT	20020826	0.50	70.83	35.41
152442	YOUNG	RONALD	LAMONT	20020909	0.50	55.35	27.67
152442	YOUNG	RONALD	LAMONT	20020923	0.50	78.26	39.13
152442	YOUNG	RONALD	LAMONT	20021007	0.58	96.58	56.01
152442	YOUNG	RONALD	LAMONT	20021021	0.50	60.76	30.38
152442	YOUNG	RONALD	LAMONT	20021104	0.50	58.31	29.15
152442	YOUNG	RONALD	LAMONT	20021118	0.50	55.34	27.67
152442	YOUNG	RONALD	LAMONT	20021202	0.50	71.96	35.98
152442	YOUNG	RONALD	LAMONT	20021216	0.50	19.50	9.75
226695	YOUNG, SR.	BRUCE	ALLEN	19991220	2.50	2.00	5.00
226695	YOUNG, SR.	BRUCE	ALLEN	19991220	0.35	74.48	26.06
226695	YOUNG, SR.	BRUCE	ALLEN	19991220	0.55	7.50	4.12
226695	YOUNG, SR.	BRUCE	ALLEN	20000103	0.35	32.62	11.41
226695	YOUNG, SR.	BRUCE	ALLEN	20000103	0.55	2.03	1.11
226695	YOUNG, SR.	BRUCE	ALLEN	20000117	0.55	7.50	4.12
226695	YOUNG, SR.	BRUCE	ALLEN	20000117	0.50	15.00	7.50
226695	YOUNG, SR.	BRUCE	ALLEN	20000117	0.55	4.00	2.20
245106	ZAVALA	ROGELIO		19990510	0.50	73.32	36.66
245106	ZAVALA	ROGELIO		19990607	0.50	7.48	3.74
245106	ZAVALA	ROGELIO		19990816	0.50	78.32	39.16
245106	ZAVALA	ROGELIO		19990816	0.70	8.00	5.60
245106	ZAVALA	ROGELIO		19990830	0.50	78.75	39.37

PLAINTIFF'S
EXHIBIT

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
245106	ZAVALA	ROGELIO		19990830	0.70	4.50	3.15
245106	ZAVALA	ROGELIO		19990913	0.50	72.00	36.00
245106	ZAVALA	ROGELIO		19990913	0.70	22.50	15.75
245106	ZAVALA	ROGELIO		19990927	0.50	39.00	19.50
245106	ZAVALA	ROGELIO		19990927	0.70	17.50	12.25
245106	ZAVALA	ROGELIO		19991011	0.35	61.75	21.61
245106	ZAVALA	ROGELIO		19991011	0.55	23.50	12.92
245106	ZAVALA	ROGELIO		19991025	0.50	65.50	32.75
245106	ZAVALA	ROGELIO		19991025	0.55	19.50	10.72
245106	ZAVALA	ROGELIO		19991025	0.15	61.75	9.26
245106	ZAVALA	ROGELIO		19991108	0.50	75.00	37.50
245106	ZAVALA	ROGELIO		19991108	0.55	58.00	31.90
245106	ZAVALA	ROGELIO		19991122	0.50	68.67	34.33
245106	ZAVALA	ROGELIO		19991122	0.55	12.97	7.13
245106	ZAVALA	ROGELIO		19991206	0.50	56.50	28.25
245106	ZAVALA	ROGELIO		19991206	0.55	13.93	7.66
245106	ZAVALA	ROGELIO		19991220	2.50	2.00	5.00
245106	ZAVALA	ROGELIO		19991220	0.50	73.07	36.53
245106	ZAVALA	ROGELIO		19991220	0.55	30.95	17.02
245106	ZAVALA	ROGELIO		20000103	0.50	37.50	18.75
245106	ZAVALA	ROGELIO		20000103	0.55	9.00	4.95
245106	ZAVALA	ROGELIO		20000117	0.55	7.50	4.12
245106	ZAVALA	ROGELIO		20000117	0.50	75.00	37.50
245106	ZAVALA	ROGELIO		20000117	0.55	8.98	4.93
245106	ZAVALA	ROGELIO		20000117	0.50	14.75	7.37
245106	ZAVALA	ROGELIO		20000117	0.55	0.50	0.27
245106	ZAVALA	ROGELIO		20000131	0.50	62.98	31.49
245106	ZAVALA	ROGELIO		20000131	0.55	2.20	1.21
245106	ZAVALA	ROGELIO		20000214	0.65	75.00	48.75
245106	ZAVALA	ROGELIO		20000214	0.80	6.50	5.20
245106	ZAVALA	ROGELIO		20000214	0.55	7.50	4.12
245106	ZAVALA	ROGELIO		20000214	0.55	5.50	3.02
245106	ZAVALA	ROGELIO		20000214	0.10	62.98	6.29
245106	ZAVALA	ROGELIO		20000228	0.75	67.50	50.62
245106	ZAVALA	ROGELIO		20000228	0.75	7.50	5.62
245106	ZAVALA	ROGELIO		20000228	1.25	15.00	18.75
245106	ZAVALA	ROGELIO		20000313	0.75	71.54	53.65
245106	ZAVALA	ROGELIO		20000313	0.75	6.50	4.87
245106	ZAVALA	ROGELIO		20000327	0.75	75.00	56.25
245106	ZAVALA	ROGELIO		20000327	0.75	5.00	3.75
245106	ZAVALA	ROGELIO		20000327	1.00	10.00	10.00
245106	ZAVALA	ROGELIO		20000327	1.00	7.50	7.50
245106	ZAVALA	ROGELIO		20000410	0.75	75.00	56.25
245106	ZAVALA	ROGELIO		20000410	1.00	15.00	15.00
245106	ZAVALA	ROGELIO		20000424	0.75	75.00	56.25
245106	ZAVALA	ROGELIO		20000424	0.75	11.08	8.31
245106	ZAVALA	ROGELIO		20000424	0.25	12.92	3.23
245106	ZAVALA	ROGELIO		20000508	0.75	75.00	56.25
245106	ZAVALA	ROGELIO		20000508	0.75	13.38	10.03
245106	ZAVALA	ROGELIO		20000508	0.25	7.05	1.76
245106	ZAVALA	ROGELIO		20000522	0.75	67.50	50.62
245106	ZAVALA	ROGELIO		20000522	0.75	8.33	6.24
245106	ZAVALA	ROGELIO		20000522	0.25	7.50	1.87
245106	ZAVALA	ROGELIO		20000605	0.85	67.50	57.37

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Ackerman 5-6-11 3902

Employee #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
245106	ZAVALA	ROGELIO		20000605	0.75	1.98	1.48
245106	ZAVALA	ROGELIO		20000703	0.85	60.00	51.00
245106	ZAVALA	ROGELIO		20000703	0.90	17.90	16.11
245106	ZAVALA	ROGELIO		20000703	0.35	4.38	1.53
245106	ZAVALA	ROGELIO		20000703	0.25	7.28	1.82
245106	ZAVALA	ROGELIO		20000717	0.50	114.55	57.27
245106	ZAVALA	ROGELIO		20000731	0.50	166.28	83.14
245106	ZAVALA	ROGELIO		20000814	0.50	114.36	57.18
245106	ZAVALA	ROGELIO		20000828	0.50	126.91	63.45
245106	ZAVALA	ROGELIO		20000911	0.50	117.82	58.91
245106	ZAVALA	ROGELIO		20000925	0.50	140.75	70.37
245106	ZAVALA	ROGELIO		20001009	0.50	150.02	75.01
245106	ZAVALA	ROGELIO		20001023	0.50	174.87	87.43
245106	ZAVALA	ROGELIO		20001106	0.50	170.05	85.02
245106	ZAVALA	ROGELIO		20001120	0.50	126.59	63.29
245106	ZAVALA	ROGELIO		20001204	0.50	92.05	46.02
245106	ZAVALA	ROGELIO		20001218	0.50	85.90	42.95
245106	ZAVALA	ROGELIO		20010101	0.50	63.29	31.64
245106	ZAVALA	ROGELIO		20010115	0.50	101.49	50.74
245106	ZAVALA	ROGELIO		20010129	0.50	128.52	64.26
245106	ZAVALA	ROGELIO		20010212	0.50	136.92	68.46
245106	ZAVALA	ROGELIO		20010226	0.50	137.80	68.90
245106	ZAVALA	ROGELIO		20010312	0.50	144.04	72.02
245106	ZAVALA	ROGELIO		20010326	0.50	126.85	63.42
245106	ZAVALA	ROGELIO		20010409	0.50	131.73	65.86
245106	ZAVALA	ROGELIO		20010423	0.50	127.50	63.75
245106	ZAVALA	ROGELIO		20010507	0.50	127.50	63.75
245106	ZAVALA	ROGELIO		20010521	0.50	117.40	58.70
245106	ZAVALA	ROGELIO		20010604	0.50	121.01	60.50
245106	ZAVALA	ROGELIO		20010618	0.50	123.30	61.65
245106	ZAVALA	ROGELIO		20010702	0.50	135.00	67.50
245106	ZAVALA	ROGELIO		20010716	0.50	121.09	60.54
245106	ZAVALA	ROGELIO		20010730	0.50	134.14	67.07
245106	ZAVALA	ROGELIO		20010813	0.50	153.75	76.87
245106	ZAVALA	ROGELIO		20010827	0.50	134.10	67.05
245106	ZAVALA	ROGELIO		20010910	0.50	142.69	71.34
245106	ZAVALA	ROGELIO		20010924	0.50	148.16	74.08
245106	ZAVALA	ROGELIO		20011008	0.50	192.86	96.43
245106	ZAVALA	ROGELIO		20011022	0.50	160.15	80.07
245106	ZAVALA	ROGELIO		20011105	0.50	146.00	73.00
245106	ZAVALA	ROGELIO		20011119	0.50	152.29	76.14
245106	ZAVALA	ROGELIO		20011203	0.50	118.96	59.48
245106	ZAVALA	ROGELIO		20011217	0.50	106.80	53.40
245106	ZAVALA	ROGELIO		20020114	0.50	103.10	51.55
245106	ZAVALA	ROGELIO		20020128	0.50	139.50	69.75
245106	ZAVALA	ROGELIO		20020211	0.50	149.54	74.77
245106	ZAVALA	ROGELIO		20020225	0.50	135.00	67.50
245106	ZAVALA	ROGELIO		20020311	0.50	126.46	63.23
245106	ZAVALA	ROGELIO		20020325	0.50	141.34	70.67
245106	ZAVALA	ROGELIO		20020408	0.50	152.80	76.40
245106	ZAVALA	ROGELIO		20020422	0.50	156.40	78.20
245106	ZAVALA	ROGELIO		20020506	0.50	152.58	76.29
245106	ZAVALA	ROGELIO		20020520	0.50	157.87	78.93
245106	ZAVALA	ROGELIO		20020603	0.50	135.56	67.78

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June 2004

Ackerman 5-6-11 3903

Employee #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
245106	ZAVALA	ROGELIO		20020617	0.50	137.55	68.77
245106	ZAVALA	ROGELIO		20020701	0.50	139.76	69.88
245106	ZAVALA	ROGELIO		20020715	0.50	132.76	66.38
245106	ZAVALA	ROGELIO		20020729	0.50	150.32	75.16
245106	ZAVALA	ROGELIO		20020812	0.50	152.15	76.07
245106	ZAVALA	ROGELIO		20020826	0.50	138.85	69.42
245106	ZAVALA	ROGELIO		20020909	0.50	137.70	68.85
245106	ZAVALA	ROGELIO		20020923	0.50	163.74	81.87
245106	ZAVALA	ROGELIO		20021007	0.50	183.13	91.56
245106	ZAVALA	ROGELIO		20021021	0.50	157.50	78.75
245106	ZAVALA	ROGELIO		20021104	0.50	157.23	78.61
245106	ZAVALA	ROGELIO		20021118	0.50	160.37	80.18
245106	ZAVALA	ROGELIO		20021202	0.50	134.78	67.39
245106	ZAVALA	ROGELIO		20021216	0.50	141.09	70.54
245106	ZAVALA	ROGELIO		20021230	0.50	77.07	38.53
245106	ZAVALA	ROGELIO		20030113	0.50	105.78	52.89
245106	ZAVALA	ROGELIO		20030127	0.50	134.13	67.06
245106	ZAVALA	ROGELIO		20030210	0.50	149.25	74.62
245106	ZAVALA	ROGELIO		20030224	0.50	156.18	78.09
245106	ZAVALA	ROGELIO		20030310	0.50	148.09	74.04
245106	ZAVALA	ROGELIO		20030324	0.50	148.20	74.10
245106	ZAVALA	ROGELIO		20030407	0.50	147.25	73.62
245106	ZAVALA	ROGELIO		20030421	0.50	145.36	72.68
245106	ZAVALA	ROGELIO		20030505	0.50	102.75	51.37
245106	ZAVALA	ROGELIO		20030519	0.50	163.44	81.72
245106	ZAVALA	ROGELIO		20030602	0.50	128.77	64.38
245106	ZAVALA	ROGELIO		20030616	0.50	173.21	86.60
245106	ZAVALA	ROGELIO		20030630	0.50	155.36	77.68
245106	ZAVALA	ROGELIO		20030714	0.50	154.85	77.42
245106	ZAVALA	ROGELIO		20030728	0.50	153.19	76.59
245106	ZAVALA	ROGELIO		20030811	0.50	141.64	70.82
245106	ZAVALA	ROGELIO		20030825	0.50	152.61	76.30
245106	ZAVALA	ROGELIO		20030908	0.50	110.18	55.09
245106	ZAVALA	ROGELIO		20030922	0.50	137.79	68.89
245106	ZAVALA	ROGELIO		20031006	0.50	138.01	69.00
245106	ZAVALA	ROGELIO		20031020	0.50	136.80	68.40
245106	ZAVALA	ROGELIO		20031103	0.50	151.58	75.79
245106	ZAVALA	ROGELIO		20031117	0.50	153.54	76.77
245106	ZAVALA	ROGELIO		20031201	0.50	131.93	65.96
245106	ZAVALA	ROGELIO		20031215	0.50	143.15	71.57
245106	ZAVALA	ROGELIO		20031229	0.50	136.57	68.28
245106	ZAVALA	ROGELIO		20040112	0.50	96.84	48.42
245106	ZAVALA	ROGELIO		20040126	0.50	137.72	68.86
245106	ZAVALA	ROGELIO		20040209	0.50	155.50	77.75
245106	ZAVALA	ROGELIO		20040223	0.50	168.47	84.23
245106	ZAVALA	ROGELIO		20040308	0.50	161.74	80.87
245106	ZAVALA	ROGELIO		20040322	0.50	159.65	79.82
245106	ZAVALA	ROGELIO		20040405	0.50	148.43	74.21
245106	ZAVALA	ROGELIO		20040419	0.50	150.41	75.20
245106	ZAVALA	ROGELIO		20040503	0.50	148.40	74.20
245106	ZAVALA	ROGELIO		20040517	0.50	137.72	68.86
245106	ZAVALA	ROGELIO		20040531	0.50	144.61	72.30
278973	ZILL	JOHN	WALTER	20020128	0.50	66.65	33.32
278973	ZILL	JOHN	WALTER	20020211	0.50	70.28	35.14

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June 2004

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Ackerman 5-6-11 3904

To: Douglas Westbrook, Attorney at Law
From: Dr. Joseph Benich, Economic Loss Expert
Subject: Your 9/14/04 request
Date: 9/20/04

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

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

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

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



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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
INMATE GRIEVANCE FORM
STEP 2

5/28/07

INMATE NAME: Rogelio Zavala
SCDC NUMBER: 245106
INSTITUTION: Lieber
HOUSING UNIT: Stone-A13
WORK ASSIGNMENT: None

Office Use Only
Grievance No. LCI 06270
Code: General MY
Policy _____
Disc. Hear. _____
Class. _____
Date Received 5/31/07
IGC Initials SR
☒ IGA - ABH 7-13-07

RECEIVED

JUN 12 2007

INMATE GRIEVANCE

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

Adkins and Wieber held that 24-3-430's wage provisions were "mandatory" and created a "statutory right to the payment of a prevailing wage." These cases further held that inmates can sue SCDC's failure to pay prevailing wages under 24-3-430, with review by the AHC. SCDC owes grievant back wages, because it failed to pay prevailing wages prior to July 1, 2001, and thereafter, and what it paid was but a fraction of these amounts. Thus, the wage rate SCDC paid was incorrect, and back wages are owed.

Grievant incorporates by reference Exhibits A-H attached to grievances filed by Darrell Williams and Counsel on Rogelio Zavala 5/23/07
Sept. 22nd, 2004. Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

[Signature]
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.

Grievant Signature

Date

IGC Signature

Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

ZAVALA LCI-0627-04

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 May 1, 1999 and that your participation in this project ended on June 10, 2004.

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

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

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

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

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance. Moreover, you filed your Step 1 grievance nearly 5 1/2 years after SCDC first paid you for your participation in the project located at Lieber, over 90 days after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

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

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

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.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Rogelio Zavala, #245106,)
)
 Appellant,)
)
 vs.)
)
 South Carolina Department of Corrections,)
)
 Respondent.)

NOTICE OF APPEAL

DOCKET NO. 07-ALL-04
 GRIEVANCE NO.: _____

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

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

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

Signed

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
)
ROGELIO ZAVALA, #245106)
)
)
Grievant/Appellant,)
)
vs.) CERTIFICATE OF SERVICE
)
SOUTH CAROLINA DEPARTMENT OF)
CORRECTIONS,)
)
Respondent/Appellee.)

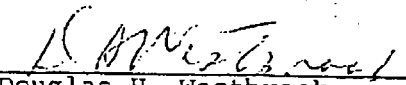
I certify that on the 3 / st day of August, 2007,
I mailed by first class postage Appellant's Notice of Appeal,
and final decision, to the following:

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

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

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

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


Douglas H. Westbrook

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DOUGLAS H. WESTBROOK
ATTORNEY AT LAW
23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

May 23, 2011

The Honorable Ralph King Anderson, III
Chief Administrative Law Judge
S.C. Administrative Law Court
Edgar A. Brown Building, Ste. 224
1205 Pendleton St.
Columbia, SC 29201

Re: Francis Ackerman, #266928, et al. v. SCDC

Dear Judge Anderson:

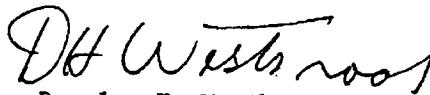
Please find enclosed for filing with the Court the original of Appellants' Motion to Supplement Record and Extend Filing Date of Appellants' Brief, along with Exhibits 1, 2 (with proposed record documents), and 3 and Certificate of Service.

By copy of this letter, I have today served a copy of these documents on counsel for Respondent, Lake Summers, Esq., by first class mail.

Please note that Appellants' brief is currently due on June 8, 2011, and this motion respectfully requests an extension until the Court has ruled on the motion and any supplemental record has been forwarded to me, the 30 day period to start at that time.

Your consideration in this matter is greatly appreciated.

Sincerely,


Douglas H. Westbrook

DHW/
Encl.

cc: Lake Summers, Esq.

4277

**STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT**

Francis Ackerman, #266928,	)	Dock. Nos. 07-ALJ-04-00444 through 00449-AP
et al.,	)	Dock. Nos. 07-ALJ-04-00500 through 00548-AP
	)	0549-IJ, 0550 through 07-00559-AP
	)	Dock. Nos. 07-ALJ-04-00623 through 00632-AP
	)	Dock. Nos. 07-ALJ-04-00671 through 00677-AP
Appellants,	)	Dock. Nos. 07-ALJ-04-00691, 0752, 0826, 0856
	)	through 0868-AP
vs.	)	Dock. Nos. 07-ALJ-04-00869 through 00872-AP
	)	Dock. Nos. 07-ALJ-04-00444, 0876, 0885
South Carolina Department	)	Dock. Nos. 08-ALJ-04-00141 through 00149-AP
of Corrections,	)	Dock. Nos. 08-ALJ-04-00169 through 00171-AP,
	)	0192-AP
	)	Dock. Nos. 08-ALJ-04-00966 through 01022-IJ
	)	Dock. Nos. 08-ALJ-04-01023 through 01045-IJ
Respondent.	)	Dock. No. 09-ALJ-04-00304-IJ
	)	
	)	APPELLANTS' MOTION TO SUPPLEMENT RECORD AND
	)	EXTEND FILING DATE OF APPELLANTS' BRIEF
	)	

COMES NOW, the Appellants by counsel who respectfully move this Court to supplement the record for this Level Two appeal and extend filing date for their opening brief.

1. Pursuant to the Court's order of March 10, 2011, as amended on March 16, 23 and April 19, 2011, SCDC filed the supplemental record on appeal for Level Two briefing on May 6, 2011. Inmates' counsel received the supplemental record on May 9, 2011. Accordingly, inmates' Level Two brief is now due on June 8, 2011.

2. As currently filed, the supplemental record consists of five volumes, the first volume containing the spreadsheet requested by the Court; updated Exhibit F to Darrell Williams' September 22, 2004 grievance; the 2002 and 2004 SCDC grievance policies; Darrell Williams' September 22, 2004 grievance and

exhibits A - H; and various certificates of service for grievances. Volumes 2 - 5 of the record consist of appellants' grievance step 1's, 2's, SCDC responses, Amendments/Exhibits to grievances, and notices of appeal and related certificates of service.

3. Upon review of the record, inmates believe it is not sufficient to brief the issues they will raise in this Level Two brief. Therefore, inmates request that the record be supplemented as follows.

I. The Spreadsheet

4. The great majority of spreadsheet file dates are taken from two certificates of service dated September 22 and 30, 2004 (R, 877-880). Inmates will contend in their brief that SCDC is judicially estopped to deny the September 22, 2004 date for all filings on these dates. In part for this reason, inmates propose attached Exhibit 1 as an alternative or supplement to the spreadsheet. In Exhibit 1, the September 30, 2004 file dates are represented as "9-22-04 or 9-30-04" to identify those filings subject to the Court's ruling on the estoppel issue.

5. Exhibit 1 also differs with the spreadsheet on last pay dates. Spreadsheet dates are based on "Exhibit F" records. When Exhibit F was produced during the class action litigation, client information indicated it may contain missing pay dates. In fact, for many inmates Exhibit F has occasional gaps, or apparent time lapses, between certain pay periods. These gaps appear to indicate separate periods of work in some cases. Obviously, this would not be true if the gaps were inadvertent or deliberate deletions of pay dates.

6. A comparison of Exhibit F with other SCDC records indicates that some kind

of deletion may have occurred. As shown on Exhibit 1, many inmates have multiple work periods for Exhibit F, while other document sources show single or fewer work periods for the same work. Inmate James Bogan's Exhibit F is a good example. His Exhibit F shows two work periods, the first from July 14, 2003 to May 2, 2005, and the second from August 22, 2005 to November 14, 2005 (R, 46-47). Obviously, there is an apparent 112 day gap between the two periods. However, as indicated on Exhibit 1 Mr. Bogan's final decision and Officer Geathers' dates both show one period of continuous work from June 26, 2003 to November 2, 2005. The gap in Exhibit F could be caused by a deletion of exactly 8 pay periods: $112 \text{ days} \div 14 \text{ days/period} = 8$.

7. In addition, for many inmates Exhibit F last pay dates are disputed by other SCDC records. See Exhibit 1. For example, inmate Baylor's Exhibit F (R, 44) shows a last pay date of December 17, 2001. However, in Exhibit 1 other records show a last pay date of October 2, 2002 (Exhibit A in column 1), January 8, 2004 (Officer Geathers' dates in column 4), and January 12, 2005 (EWC in column 5).

8. In sum, Exhibit F is not without value so far as it goes. However, inmates contend it is questionable as a sole source for complete work dates for most of them. If questionable for work dates, it would be likewise for last pay dates.

9. By contrast, column 9 in Exhibit 1 is a compilation of the most complete work dates taken from six SCDC document sources in columns 1 - 6, including Exhibit F. The last date in the column 9 date(s) should be a good approximation of the inmate's last pay date.

10. Column 6 of the spreadsheet contains the issue number(s) in inmates' brief which are relevant to the file date for step 1. A few of these had errors, which are corrected in column 7 of Exhibit 1 for the following: Brewer, Curtis, Daniels, C. Davis, and A. Simmons. Request is made for the spreadsheet to be corrected accordingly.

11. Column 4 of the spreadsheet contains grievance Amendment filing data. On April 19, 2007, inmates' counsel filed some 189 Amendments/Exhibits A,C,F,H with SCDC pursuant to an in court agreement that day by SCDC to file these documents and consider them on the merits. These 189 included several inmates whose Amendment filings were missing in column 4, as follows: H. Baker, Benninger, Brewer, Deveaux, Etheredge, Evans, Hood, Pressley, Prioleau, and L. Richardson. Request is made for the spreadsheet to be corrected accordingly.

12. Column 4 also indicates many inmates personally filed Amendments/Exhibits before the group filing date of April 19, 2007. A few of these were missing from the spreadsheet: Busques, March 14, 2006; R. Butler, March 14, 2006; K. Carter, December 15, 2005; S. Clark, October 30, 2005; Hare, October 28, 2005; A. Murphy, November 7, 2005; J. Scott, January 17, 2006; R. Simmons, November 28, 2006. Certificates of service for these are proposed for the record. Request is made for the spreadsheet to be corrected accordingly.

13. Finally, undersigned has a few signed Amendments which inmates request to be substituted for unsigned ones in the record.

II. Other Record Documents

14. Inmates have no objection to the documents included in Tabs B - E of

volume 1. In Tab D, request is made for SCDC to add page two of Darrell Williams' step 1 at R, 334. For Tab E, inmates also have a few certificates of service to offer as a supplement to those already in the record.

15. However, inmates believe the documents currently in the record are not sufficient to brief the issues to be presented. As a result, inmates respectfully request inclusion in the record of those documents marked with an asterisk (*) in Exhibit 2, attached to this motion. Documents not so marked are substantially in the record already. Exhibit 2 is a list of the proposed documents. It also contains the issue(s) in inmates' brief where the document is discussed, the relevance of the document, and basis for inclusion in the record. Copies of proposed documents (or sample page for lengthy documents) are included with Exh. 2.

16. Volumes 2 - 5 of the record contain the step 1 and 2 filings, SCDC responses, Amendments/Exhibits, and notices of appeal and certificates of service for all inmates. Again, due to the large number of inmates and voluminous records reviewed, undersigned felt the easiest way to present and understand inmates' position was through a spreadsheet. Therefore, inmates respectfully offer Exhibit 3 for the Court's consideration. The great majority of records reviewed, indicated by "DCR" on Exhibit 3, are not objected to. Some of the step 1's and 2's are missing a second page, and inmates would ask that SCDC add those to the record. For documents labeled "DINRA" or "DIRE", inmates request that the document be added to or excluded from the record. Attached notes provide explanations.

17. For some inmates, the record contains two step 1 responses, one an older

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version with no mention of §13.1 time limits, and a newer version with §13.1 pleaded as a defense. Absent a reasonable explanation for this practice, inmates request that the newer version be excluded for any inmate whose record contains both forms, including but not limited to the following: Beach, E. Bryant, Bude, Choice, Dewey, H. Grant, Jordan, Knight, J. McFadden, D. Miller, Morris, A. Murray, Poston, Rochester, K. Smith, Stewart, L. Wilson, and Zavala. Due to the question about inclusion of these records, they are noted "DCR?" on Exhibit 3 as subject to the Court's ruling.

III. Extension of Time to File Inmates' Brief

18. This appeal presents a voluminous record involving some 200 grievances and numerous issues. Inmates believe it will hinder their ability to brief this appeal if required to do so before the Court rules on this motion. As a result, inmates respectfully request the Court to extend the brief due date from June 8, 2011 to 30 days after the Court has ruled on the motion and undersigned has received any supplemental record approved by the Court.

IV. Conclusion

In conclusion, inmates request the following relief:

- (a) Exhibit 1 to be added to the record as an alternative or supplement to the spreadsheet.
- (b) Signed Amendments in undersigned's possession to be added to the record.
- (c) Page 2 of step 1's and 2's to be added to the record where appropriate.
- (d) Certificates of service in undersigned's possession to be added to the

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record.

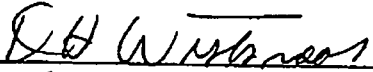
(e) Exhibit 2 and proposed documents to be added to the record.

(f) Exhibit 3 and documents labeled "DINRA" or "DIRE" to be added to or excluded from the record.

(g) The new version of the step 1 response to be excluded from the record where appropriate.

(h) Inmates' brief due date to be extended as requested.

Respectfully submitted,



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

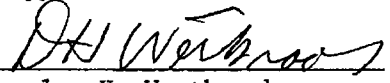
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Certificate of Service

I certify that on the 23rd day of May 2011, I mailed by first class mail the original and one copy of Appellants' Motion to Supplement Record and Extend Filing Date of Appellants' Brief, with exhibits and attachments, as follows:

The Honorable Ralph King Anderson, III
Chief Administrative Law Judge
S.C. Administrative Law Court
Edgar A. Brown Building, Ste. 224
1205 Pendleton St.
Columbia, SC 29201
(original)

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


Douglas H. Westbrook

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Francis Ackerman 266928	10-12-01/8-3-02	(10-22-01/11-19-01 1-14-02/9-9-02)	10-12-01/8-3-02	10-12-01/8-3-02	10-11-01/11-6-01 11-7-01/11-27-01 12-10-01/10-21-02	st 12-5-01	9-22-04 1-7		10-22-01/9-9-02
Tyrone Aiken 244428	3-27-02/10-7-02 1-15-03/6-26-03	(4-22-02/10-7-02 12-30-02/6-30-03) 2-7-05/5-30-05	-	1-15-03/6-26-03	4-5-02/10-3-02 1-24-03/5-13-03 5-30-03/6-26-03 1-26-05/5-31-05	st 4-5-02 sp 5-5-03 st 5-19-03 sp 6-26-03 st 1-26-05 sp 5-31-05	9-22-04 1-8		(4-5-02/5-5-03 5-19-03/6-26-03) ¹⁰ 1-26-05/5-31-05
Tyrone Aiken 248367	10-1-99/6-26-03	10-11-99/6-30-03	-	10-1-99/6-26-03	9-29-99/6-20-01 6-21-01/9-28-01 11-15-01/2-25-03 3-13-03/6-26-03	st 9-29-99	9-22-04 1-7		10-1-99/6-26-03
Malik Aljalil 219551	8-1-02/6-24-04	(10-25-99/6-5-00 7-3-00/8-14-00 9-11-00/11-5-01) 8-26-02/9-18-06	8-1-02/9-12-06	8-1-02/9-12-06	10-20-99/6-20-01 6-21-01/11-8-01 8-7-02/5-13-03 5-30-03/9-12-06	st 10-20-99 st 6-21-01 sp 11-8-01 st 8-7-02 sp 5-5-03 st 5-19-03	9-22-04 1-8		(10-20-99/6-20-01 6-21-01/11-8-01) ¹⁰ 8-1-02/9-12-06
Linso Allen 269378	10-29-01/10-31-02	10-23-00/12-4-00 12-31-01/4-8-02 5-6-02/11-4-02) 2-21-05/7-21-08 8-17-09/9-28-09	2-7-05/present	1-14-03/6-24-03 2-7-05/present	10-18-00/12-12-00 11-13-01/3-27-02 4-17-02/10-31-02 2-7-05/present	st 10-18-00 sp 12-12-00 st 10-29-01 st 4-17-02 sp 10-31-02 st 2-7-05	9-22-04 1-8		10-18-00/12-12-00 10-29-01/10-31-02 1-14-03/6-24-03 2-7-05/present

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geachers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Frank Anderson 282800	<u>4-16-02/6-26-03</u>	5-6-02/6-30-03 1-24-05/6-23-08	-	5-3-02/6-26-03 1-21-05/present	4-19-02/5-2-02 5-3-02/6-26-03 <u>1-18-05/present</u>	-	9-22-04 1-8		4-16-02/6-26-03 1-18-05/present
Sherman Austin 300028	5-3-04/5-27-04	5-17-04/5-31-04	-	5-3-04/5-27-04	<u>4-12-04/4-22-04</u> <u>4-23-04/5-27-04</u>	-	9-22-04 or 9-30-04 1-7		(4-12-04/4-22-04 4-23-04/5-27-04) ¹⁰
Quentin Baker 297868	3-30-04/6-24-04	4-19-04/2-5-07	<u>3-30-04/1-29-07</u>	<u>3-30-04/1-29-07</u>	4-8-04/1-29-07	-	9-22-04 or 9-30-04 1-8		3-30-04/1-29-07
Henry Baker 263398	<u>10-12-01/6-26-03</u>	10-22-01/6-30-03 6-13-05/1-23-06 8-7-06/10-16-06 <u>7-19-10/8-2-10</u>	-	<u>5-20-05/1-9-06</u> 7-28-06/10-2-06	11-16-01/2-5-02 2-6-02/6-26-03 5-24-05/1-11-06 <u>8-8-06/10-30-06</u>	-	9-22-04 1-8		10-12-01/6-26-03 5-20-05/1-9-06 8-8-06/10-30-06 7-19-10/8-2-10
Michael Baylor 265682	<u>5-23-01/10-2-02</u>	6-4-01/12-17-01	6-4-01/12-17-01	10-28-04/1-8-04	5-18-01/12-6-01 12-7-01/1-11-02 <u>10-28-04/1-12-05</u>	-	9-22-04 or 9-30-04 1-8		5-23-01/10-2-02 10-28-04/1-12-05
Jacob Beach 301270	6-7-04/6-24-04	6-14-04/1-24-05 4-17-06/6-9-08	5-24-04/1-24-05 4-4-06/present	5-24-04/1-24-05 4-4-06/present	5-24-04/1-24-05 <u>3-25-06/present</u>	<u>st 5-17-04</u> <u>sp 1-23-05</u> <u>st 3-24-06</u>	9-22-04 or 9-30-04 1-8		5-17-04/1-23-05 3-25-06/present

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Ceathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Darryel Beaseley 222388	<u>4-5-02/5-19-03</u> <u>12-4-03/6-24-04</u>	<u>5-6-02/4-7-03</u> <u>10-6-03/7-11-05</u>	-	12-4-03/7-7-05	5-17-02/7-16-02 7-17-02/1-23-03 1-24-03/4-7-03 12-3-03/7-7-05	-	9-22-04 or 9-30-04 1-8 9-22-04		4-5-02/5-19-03 10-6-03/7-11-05
Michael Benninger 264212	<u>6-19-02/8-22-02</u>	7-15-02/8-12-02	<u>1-15-03/6-26-03</u>	<u>6-19-02/8-22-02</u>	7-24-02/9-2-02	-	9-22-04 1-7		6-19-02/8-22-02 1-15-03/6-26-03
James Bogan 288111	6-26-03/6-24-04	7-14-03/5-2-05 8-22-05/11-14-05	<u>6-26-03/11-2-05</u>	<u>6-26-03/11-2-05</u>	6-26-03/4-28-05 8-10-05/11-2-05	st 7-14-05	9-22-04 1-8		6-26-03/11-2-05
Taurus Bowman 252745	<u>9-27-01/6-26-03</u>	(12-3-01/4-7-03 6-30-03/6-30-03)	12-3-01/6-30-03	<u>9-27-01/6-26-03</u>	9-27-01/6-18-03 6-19-03/6-19-03 6-23-03/6-26-03	-	9-22-04 1-7		9-27-01/6-26-03
Lazarus Brannon 227847	3-15-02/12-20-02	4-24-00/12-31-01 4-22-02/12-30-02 10-17-05/1-9-06	-	6-22-04/7-30-04 <u>11-10-04/12-2-04</u> <u>6-18-05/1-6-06</u>	<u>3-17-00/12-25-01</u> <u>4-10-02/3-16-03</u> <u>3-17-03/6-17-04</u> <u>6-22-04/7-30-04</u> <u>11-10-04/12-2-04</u> <u>6-18-05/1-6-06</u>	-	9-22-04 or 9-30-04 1-8		3-17-00/12-25-01 (4-10-02/3-16-03 3-17-03/6-17-04 6-22-04/7-30-04) ¹⁰ 11-10-04/12-2-04 6-18-05/1-6-06
Ronald Brewer 285756	6-27-03/7-18-03	7-14-03/7-28-03	-	6-27-03/7-18-03	<u>6-28-03/7-29-03</u>	st 6-27-03 sp 7-18-03	9-22-04 1-7		6-28-03/7-29-03

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Fredrick Brown 289602	3-29-04/6-24-04	4-5-04/3-15-10	3-29-04/present	3-29-04/present	3-23-04/present	st 3-5-04	9-22-04 or 9-30-04 1-8		3-23-04/3-2-10
Keith Brown 295762	3-24-04/6-24-04	<u>4-5-04/2-7-05</u>	-	12-2-04/1-24-05 10-26-06/10-31-06	3-18-04/10-22-04 12-2-04/1-26-05 9-9-06/10-26-06	st 3-15-04 st 12-2-04 st 8-24-06 sp 10-26-06	9-22-04 or 9-30-04 1-8		4-5-04/2-7-05 8-24-06/10-26-06
Timothy Brown 238461	3-29-00/6-24-04	(4-10-00/3-7-05 5-2-05/10-15-07)	<u>3-29-00/present</u>	<u>3-29-00/present</u>	5-25-00/3-4-05 4-14-05/10-9-07	st 6-25-00 sp 3-4-05 st 4-12-05	9-22-04 1-8		3-29-00/present
Edward Bryant 255998	2-27-04/6-24-04	9-23-02/2-24-03 (12-29-03/1-26-04 3-8-04/present)	2-27-04/present	2-27-04/present	<u>7-30-99/1-26-00</u> 8-6-02/3-18-03 <u>2-11-04/present</u>	st 7-30-99 sp 8-10-99 st 8-3-02 sp 3-18-03	9-22-04 1-8		7-30-99/1-26-00 8-3-02/3-18-03 (12-29-03/1-26-04 2-11-04/present) ¹⁰
Gary Bryant 258972	9-9-99/1-5-01 <u>3-11-02/8-16-02</u>	<u>9-27-99/10-8-01</u> 3-25-02/8-26-02	9-30-00/6-21-02	9-9-99/1-5-01 <u>3-11-02/8-16-02</u>	9-9-99/6-7-01 6-27-01/8-28-01 3-18-02/8-15-02 <u>2-7-05/8-9-05</u>	-	9-22-04 or 9-30-04 1-8		9-27-99/10-8-01 3-11-02/8-16-02 2-7-05/8-9-05
Pete Bryant 242370	<u>1-17-02/10-7-02</u> 12-22-03/6-24-04	7-3-00/12-18-00 1-28-02/10-7-02 <u>11-17-03/8-8-05</u>	-	12-22-03/8-16-05	<u>4-28-00/11-30-00</u> <u>12-1-00/12-12-00</u> 1-17-02/3-13-02 3-15-02/10-3-02 1-27-03/3-5-03 1-6-04/9-26-05	-	9-22-04 9-30-04 1-8		(4-28-00/11-30-00 12-1-00/12-12-00) ¹⁰ 1-17-02/10-7-02 1-27-03/3-5-03 11-17-03/8-8-05

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Ceathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Terrell Buchanon 277262	12-1-03/4-23-04	4-22-02/12-16-02 <u>7-14-03/5-3-04</u>	6-27-03/7-18-03	12-1-03/4-23-04	<u>8-22-01/9-6-01</u> <u>4-5-02/12-19-02</u> 7-2-03/7-25-03 12-1-03/4-23-04	st 8-22-01 st 4-5-02 sp 12-11-02 st 7-2-03 sp 7-25-03 st 12-1-03 sp 4-23-04	9-22-04 9-30-04 1-7		8-22-01/9-6-01 4-5-02/12-19-02 7-14-03/5-3-04
Douglas Bude 263537	<u>6-12-01/10-31-02</u>	6-18-01/11-4-02	<u>6-12-01/10-31-02</u>	<u>6-12-01/10-31-02</u>	6-8-01/6-18-02 6-19-02/10-31-02 <u>1-29-03/1-22-07</u>	-	9-22-04 or 9-30-04 1-8		6-12-01/10-31-02 1-29-03/1-22-07
Larry Burke 281911	10-1-02/6-24-04	10-7-02/4-7-03 7-14-03/9-5-05	<u>10-1-02/8-26-05</u>	<u>10-1-02/8-26-05</u>	10-1-02/6-16-03 6-26-03/12-23-03 1-8-04/6-17-04 6-22-04/8-28-05	st 10-1-02 sp 6-16-03 st 6-26-03 st 1-8-04 st 6-23-04 sp 8-26-05	9-22-04 or 9-30-04 1-8		10-1-02/8-26-05
Christoph Bush 300690	6-9-04/6-24-04	6-28-04/5-29-06	-	6-9-04/5-23-06	<u>5-5-04/5-23-06</u>	-	9-22-04 or 9-30-04 1-8		5-5-04/5-23-06
Michael Busques 191961	-	8-9-04/5-16-05	-	8-3-04/5-5-05	<u>7-22-04/5-5-05</u>	-	9-22-04 or 9-30-04 1-8		7-22-04/5-5-05

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Ceathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Richard Butler 162467	<u>6-27-00/6-26-03</u>	7-3-00/6-30-03	-	6-27-00/6-23-03	<u>6-27-00/6-26-03</u>	<u>st 3-16-99</u>	9-22-04 or 9-30-04 1-7		3-16-99/ ? 6-27-00/6-26-03
Thomas Butler 237552	4-20-04/5-14-04	2-28-00/11-4-02 3-10-03/3-24-03 7-14-03/8-25-03 <u>12-29-03/12-29-03</u> 5-3-04/5-17-04 (3-19-07/4-2-07 5-28-07/present)	-	4-20-04/5-14-04 3-1-07/3-27-07 <u>2-20-07/present</u>	<u>7-7-99/3-14-00</u> <u>4-5-00/11-5-02</u> <u>3-3-03/5-1-03</u> <u>6-26-03/8-12-03</u> <u>4-15-04/6-4-04</u> <u>4-4-05/4-13-05</u> <u>2-20-07/present</u>	<u>st 7-7-99</u> <u>sp 3-14-00</u> <u>sp 10-31-02</u> <u>st 3-3-03</u> <u>st 6-26-03</u> <u>sp 8-12-03</u> <u>st 4-15-04</u> <u>st 2-21-07</u>	9-28-04 6-8-07 1-6, 8		(7-7-99/3-14-00 4-5-00/11-5-02) ¹⁰ 3-3-03/5-1-03 6-26-03/8-12-03 12-29-03/12-29-03 4-15-04/6-4-04 4-4-05/4-13-05 2-20-07/present
Derek Carter 275938	7-10-01/6-24-04	<u>7-16-01/7-11-05</u> 3-19-07/2-4-08	7-10-01/7-1-05 3-2-07/present	7-10-01/7-1-05 3-2-07/present	7-10-01/12-15-04 2-10-05/4-20-05 4-21-05/7-5-05 3-2-07/present	<u>st 7-10-01</u> <u>st 8-29-06</u> <u>st 3-2-07</u> <u>sp 1-25-08</u>	9-22-04 or 9-30-04 1-8		7-16-01/7-11-05 3-2-07/2-4-08
Kenneth Carter 243538	? /3-25-02	5-22-00/6-5-00 (7-3-00/3-25-02) <u>3-31-08/1-19-09</u>	5-22-00/3-25-02 "interruption" 6-5-00/7-3-00	4-26-00/3-25-02	4-16-00/4-16-00 4-26-00/3-25-02	<u>st 4-26-00</u> <u>sp 3-26-02</u> <u>st 3-13-08</u>	9-22-04 1-8		4-26-00/3-26-02 3-31-08/1-19-09
Thomas Carter 249362	3-15-04/6-24-04	4-19-04/10-17-05	-	3-15-04/10-11-05	<u>3-3-04/10-11-05</u>	-	12-1-05 1-6		3-3-04/10-11-05
Rudy Cassady 238732	4-19-02/6-24-04	5-6-02/10-17-05	<u>4-19-02/10-4-05</u>	<u>4-19-02/10-4-05</u>	4-19-02/2-10-05 2-11-05/10-4-05	<u>st 4-19-02</u>	9-22-04 1-8		4-19-02/10-4-05

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Leroy Choice 113990	11-10-99/6-24-04	11-22-99/3-24-03 6-2-03/present	<u>11-10-99/present</u>	<u>11-10-99/present</u>	11-3-99/4-7-03 5-30-03/present	sp 3-19-03 st 5-19-03	9-22-04 1-8		11-10-99/present
Sheldon Clarke 264772	<u>3-29-00/6-26-03</u>	4-24-00/6-5-00 7-3-00/6-30-03)	<u>3-29-00/6-26-03</u>	<u>3-29-00/6-26-03</u>	5-25-00/6-26-03	-	9-22-04 1-7		3-29-00/6-26-03
Zawaski Cobb 187136	9-10-01/6-26-03	12-4-00/2-26-01 9-24-01/6-30-03 1-24-05/2-4-08 5-11-09/5-11-09	3-29-00/present	11-27-00/2-27-01 1-10-03/6-26-03 1-20-05/present	11-27-00/2-27-01 9-10-01/1-3-03 1-10-03/6-26-03 <u>1-18-05/12-17-07</u> 12-19-07/present	st 11-27-00 sp 2-26-01 st 9-10-01 sp 6-26-03 st 1-18-05	9-22-04 1-8		3-29-00/2-27-01 9-10-01/6-3-03 1-18-05/12-17-07 5-11-09/5-11-09
Baron Cobbs 280479	1-16-02/1-16-03 7-17-03/6-24-04	3-11-02/1-27-03 7-28-03/9-19-05 7-10-06/8-7-06 9-4-06/7-9-07 8-20-07/8-20-07)	-	<u>1-16-02/9-6-05</u> <u>6-9-06/present</u>	1-18-02/1-16-03 7-18-03/12-6-05 5-18-06/8-1-07	-	9-22-04 1-8		1-16-02/9-6-05 6-9-06/present
Kamathene Cooper 145333	8-10-01/6-24-04	8-27-01/6-7-10	<u>8-10-01/present</u>	<u>8-10-01/present</u>	8-8-01/3-5-02 3-6-02/10-18-04 10-19-04/present	st 8-7-01	9-22-04 or 9-30-04 1-8		8-10-01/present
Frank Corley 292975	12-8-03/6-24-04	7-14-03/7-28-03 12-15-03/12-27-04 1-24-05/4-18-05)	12-8-03/4-4-05	12-8-03/4-4-05	<u>7-7-03/8-12-04</u> <u>8-13-04/4-4-05</u> <u>4-12-05/4-28-05</u> <u>4-29-05/5-4-06</u>	st 7-7-03	9-22-04 or 9-30-04 1-8		(7-7-03/8-12-04 8-13-04/4-4-05 4-12-05/4-28-05 4-29-05/5-4-06) ¹⁰

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Gladstone Cummings 267450	<u>7-17-00/6-16-03</u>	10-9-00/1-12-04	<u>7-17-00/6-16-03</u>	<u>7-17-00/6-16-03</u>	7-18-00/8-15-00 2-8-01/6-16-03	st 7-18-00 sp 8-15-00 sp 6-16-03	9-22-04 or 9-30-04 1-7		7-17-00/6-16-03
Patrick Curtis 175139	10-4-01/3-22-02	11-5-01/3-25-02	10-4-01/3-22-02	10-4-01/3-22-02	<u>9-27-01/3-21-02</u>	-	9-22-04 1-7		9-27-01/3-21-02
Quintin Daniels 196284	3-23-02/6-24-04	(12-17-01/2-25-02 4-8-02/present)	<u>3-23-02/present</u>	<u>3-23-02/present</u>	<u>9-27-01/2-10-02</u> 3-29-02/present	st 9-27-01 st 3-29-02	9-22-04 1-8		(9-27-01/2-10-02 3-23-02/present) ¹⁰
Curtis Davis 106144	10-17-00/6-19-02	<u>10-23-00/7-1-02</u>	10-17-00/6-19-02	10-17-00/6-19-02	10-18-00/6-19-02	st 10-17-00 sp 6-19-02	9-22-04 9-30-04 1-7		10-23-00/7-1-02
Gary Davis 106144	8-2-01/11-15-01	9-10-01/11-19-01	-	<u>8-2-01/11-16-01</u>	<u>8-2-01/11-16-01</u>	-	9-22-04 1-5, 7		8-2-01/11-16-01
Heyward Dempsey 134171	7-11-00/6-26-03	10-23-00/6-30-03	7-11-00/6-26-03	7-11-00/6-26-03	7-31-00/6-12-02 6-18-02/6-26-03	st 7-28-00 st 8-2-00 sp 6-26-03	9-22-04 1-7		7-11-00/7-1-03
Phillip Denney 240678	3-30-04/6-24-04	(<u>4-5-04/4-17-06</u> <u>6-12-06/3-19-07</u>)	3-30-04/3-7-07	3-30-04/3-7-07	3-18-04/8-30-04 8-31-04/5-2-05 5-26-05/4-4-06 6-5-06/1-18-07 1-22-07/3-8-07	-	9-22-04 or 9-30-04 1-8		4-5-04/3-19-07

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Perry Deveaux 109601	7-29-02/7-30-02	11-20-00/3-12-01 4-9-01/4-9-01 5-7-01/8-27-01 6-3-02/6-17-02	-	<u>11-3-00/8-12-04</u>	11-3-00/4-19-01 5-1-01/8-16-01 4-24-02/8-7-02	sp 4-10-01 st 5-1-01 st 5-24-02	5-15-07 1-6		11-3-00/8-12-04
Daniel Dewey 276678	8-10-01/12-10-02	8-27-01/12-30-02	8-10-01/12-10-02	8-10-01/12-10-02	<u>8-10-01/1-30-07</u> <u>1-31-07/present</u>	<u>st 8-10-01</u>	9-22-04 or 9-30-04 1-8		(8-10-01/1-30-07 1-31-07/present) ¹⁰
Calvin Drummond 236322	2-6-04/3-23-04	7-30-01/11-4-02 <u>12-29-03/3-22-04</u>	7-30-01/11-4-02 <u>12-29-03/3-22-04</u>	2-6-04/3-23-04	<u>6-12-01/6-23-02</u> <u>6-24-02/6-27-02</u> <u>6-28-02/10-31-02</u> 2-5-04/3-23-04	-	9-22-04 or 9-30-04 1-7		(6-12-01/6-23-02 6-24-02/6-27-02 6-28-02/10-31-02) ¹⁰ 12-29-03/3-22-04
Jerome Durham 270393	<u>12-4-00/6-26-03</u>	12-18-00/6-4-01 (1-28-02/2-25-02 3-25-02/6-30-03) 11-12-07/7-19-10	<u>12-4-00/6-26-03</u>	<u>12-4-00/6-26-03</u>	12-4-00/5-29-01 1-15-02/2-19-02 3-27-02/6-26-03 <u>10-31-07/present</u>	st 12-4-00 st 1-15-02 st 3-27-02 sp 6-26-03 st 10-31-07	9-22-04 1-8		12-4-00/6-26-03 10-31-07/present
Paul Durham 219573	3-15-04/6-24-04	4-19-04/9-4-06	8-15-04/8-25-06	8-15-04/8-25-06	<u>3-3-04/8-28-06</u>	st 3-3-04	9-22-04 or 9-30-04 1-8		3-3-04/8-28-06
Harlon Edgar 261866	10-13-00/12-16-03 6-7-04/6-24-04	10-23-00/12-29-03 6-14-04/8-3-09 8-2-10/present	<u>6-7-04/present</u>	<u>6-7-04/present</u>	10-13-00/11-8-03 11-10-03/12-16-03 6-3-04/9-22-04 9-24-04/present	st 10-13-00 sp 12-16-03 st 5-24-04	9-22-04 or 9-30-04 1-8		10-23-00/12-29-03 6-7-04/present

4/29/04

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	ENC's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Keith Eigner 299153	3-30-04/5-14-04	4-19-04/5-17-04	3-30-04/5-14-04	3-30-04/5-14-04	<u>3-24-04/5-14-04</u> <u>12-13-04/1-11-05</u>	-	9-27-04 1-6, 8		3-24-04/5-14-04 12-13-04/1-11-05
Willie Elder 246208	1-9-02/6-24-04	4-8-02/5-16-05	<u>1-9-02/5-4-05</u>	<u>1-9-02/5-4-05</u>	1-9-02/7-16-02 7-26-02/5-4-05	at 1-9-02 at 7-26-02	9-22-04 1-8		1-9-02/5-4-05
Rodney Elliott 251337	11-4-99/2-1-00	11-8-99/1-31-00 10-8-01/10-8-01 9-17-07/11-12-07	-	<u>11-3-00/5-5-02</u> <u>12-4-02/12-17-02</u>	<u>11-3-99/2-27-00</u> <u>11-3-00/5-5-02</u> <u>12-4-02/12-17-02</u> <u>8-31-07/12-4-07</u>	at 11-3-99 at 8-31-07	5-20-07 1-6, 8		11-3-99/2-27-00 11-3-00/5-5-02 12-4-02/12-17-02 8-31-07/12-4-07
Anthony English 238474	9-19-03/1-20-03	7-31-00/5-19-03 11-3-03/1-26-04	-	<u>1-14-04/1-17-04</u> <u>11-24-04/11-24-04</u>	<u>6-29-00/5-15-03</u> <u>9-19-03/12-16-03</u> <u>1-14-04/1-17-04</u>	at 6-29-00 sp 5-15-03 at 9-19-03 sp 12-16-03 at 1-8-04	9-22-04 1-8		6-29-00/5-15-03 (9-19-03/12-16-03) ¹⁰ 1-14-04/1-17-04 11-24-04/11-24-04
James Enriquez 215539	<u>9-13-00/10-27-00</u>	(7-31-00/8-14-00 9-25-00/11-6-00)	-	9-23-00/11-2-00	6-27-00/6-27-00 6-27-00/7-31-00 9-23-00/11-2-00	-	9-22-04 or 9-30-04 1-5, 7		(6-27-00/7-31-00 9-13-00/10-27-00) ¹⁰
Kerlan Etheredge 236635	<u>3-15-02/7-29-02</u>	7-31-00/12-31-01 3-25-02/7-29-02 <u>5-2-05/6-27-05</u>	-	3-19-02/7-27-02 4-27-05/6-14-05	<u>6-19-00/6-14-01</u> <u>6-15-01/12-25-01</u> 3-19-02/7-27-02 4-26-05/6-14-05	-	9-22-04 1-8		(6-19-00/6-14-01 6-15-01/12-25-01) ¹⁰ 3-15-02/7-29-02 5-2-05/6-27-05
Keith Eugene unknown #	-	-	-	-	-	-	9-22-04 or 9-30-04 1-2, 4-5, 7		-

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Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
James Evans 267837	<u>3-30-01/5-29-01</u>	4-9-01/6-4-01 9-18-06/7-6-09	-	<u>3-30-01/5-29-01</u>	<u>3-30-01/5-29-01</u> <u>8-31-06/present</u>	-	9-22-04 1-8		3-30-01/5-29-01 8-31-06/present
David Feggins 287157	3-1-04/6-24-04	3-8-04/7-26-04 8-23-04/5-30-05 6-27-05/7-10-06) 2-19-07/5-28-07	<u>3-1-04/7-5-06</u> <u>2-8-07/present</u>	<u>3-1-04/7-5-06</u> <u>2-8-07/present</u>	2-19-04/2-19-04 2-20-04/6-1-04 6-21-04/7-6-06 1-30-07/6-1-07	-	9-22-04 or 9-30-04 1-8		3-1-04/7-5-06 2-8-07/present
Bernard Felder 122099	12-10-99/7-24-00	12-20-99/7-31-00	12-19-99/7-24-00	12-10-99/7-24-00	<u>11-29-99/8-10-00</u>	st 11-29-99 sp 7-24-00	9-22-04 1-5, 7		11-29-99/8-10-00
Terry Ferguson 299080	<u>9-11-00/5-29-01</u>	10-23-00/6-4-01	10-23-00/6-4-01	<u>9-11-00/5-29-01</u>	-	-	9-22-04 1-5, 7		9-11-00/5-29-01
Jose Flores 240563	1-15-03/5-2-03	1-27-03/5-19-03 8-20-07/9-3-07	-	1-15-03/5-2-03	<u>1-28-03/12-5-07</u>	st 1-27-03	9-22-04 or 9-30-04 1-8		1-28-03/12-5-07
James Foye 211523	3-27-00/4-6-00	4-10-00/4-10-00	-	<u>3-24-00/4-27-00</u>	<u>3-24-00/4-27-00</u> <u>3-1-01/5-4-05</u>	-	2-29-08 1-6		3-24-00/4-27-00 3-1-01/5-4-05
Ray Gadsden 187527	5-30-02/11-19-02 5-30-02/1-13-03	12-31-01/2-11-02 6-3-02/12-2-02	-	<u>10-26-01/12-1-02</u>	10-26-01/2-8-02 5-23-02/12-1-02 <u>12-2-02/12-2-02</u>	-	9-30-04 1-7		(10-26-01/12-1-02 12-2-02/12-2-02) ¹⁰

6/2/96

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Maxie Gamble 254413	1-6-00/12-12-02	1-17-00/12-30-02	-	1-6-00/12-12-02	<u>3-3-99/5-3-01</u> <u>5-4-01/3-11-04</u> <u>4-16-04/3-29-06</u>	st 3-3-99	9-22-04 1-8		(3-3-99/5-3-01 5-4-01/3-11-04 4-16-04/3-29-06) ¹⁰
Robert Garrett 291096	3-10-04/6-24-04	<u>7-14-03/8-11-03</u> 3-22-04/8-22-05	-	<u>2-10-04/8-8-05</u>	7-2-03/7-25-03 3-30-04/8-7-05	-	9-22-04 or 9-30-04 1-8		7-14-03/8-11-03 2-10-04/8-8-05
Jermaine Garriett 191274	12-3-03/12-27-03 6-11-04/6-24-04	<u>7-28-03/8-11-03</u> <u>12-15-03/3-8-04</u> <u>6-14-04/12-13-04</u> <u>2-6-06/7-24-06</u>	12-3-03/12-27-03	12-3-03/12-27-03	7-19-03/7-25-03 1-14-04/2-27-04 <u>6-3-04/12-10-04</u> <u>2-2-06/7-10-06</u>	-	9-22-04 or 9-30-04 1-8		7-28-03/8-11-03 12-15-03/3-8-04 6-3-04/12-10-04 2-6-06/7-24-06
Jammie Gaymon 208922	<u>3-15-02/12-12-02</u>	1-1-01/12-31-01 (4-22-02/11-4-02 <u>1-27-03/1-27-03</u>)	<u>3-15-02/12-12-02</u>	<u>3-15-02/12-12-02</u>	<u>10-20-00/12-25-01</u> 4-11-02/10-31-02	-	9-22-04 1-7		10-20-00/12-25-01 (3-15-02/12-12-02 1-27-03/1-27-03) ¹⁰
Fred Gatewood 289775	-	10-18-04/9-1-08 3-2-09/4-13-09	<u>9-28-04/present</u>	<u>9-28-04/present</u>	9-27-04/4-20-05 4-21-05/8-31-05 9-1-05/present	st 9-23-04	10-16-04 1-2, 4-6, 8		9-28-04/present
Reginald Geddis 183851	<u>3-15-00/6-26-03</u>	3-27-00/6-30-03	-	<u>3-15-00/6-26-03</u>	<u>3-15-00/6-26-03</u> <u>7-5-05/present</u>	-	9-22-04 1-8		3-15-00/6-26-03 7-5-05/present
Marvin Gilbert 273934	<u>8-7-03/3-10-04</u>	8-11-03/3-8-04	-	-	7-24-03/3-4-04 3-5-04/3-10-04	-	9-22-04 or 9-30-04 1-7		8-7-03/3-10-04

4297

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Dennis Goff 177506	<u>5-30-02/1-7-03</u> <u>2-6-04/6-24-04</u>	<u>5-7-01/3-11-02</u> <u>6-17-02/1-13-03</u> <u>12-29-03/11-15-04</u>	2-6-04/11-9-04	2-6-04/11-9-04	4-10-01/6-7-01 6-8-01/2-22-02 <u>5-30-02/1-7-03</u> 1-21-04/7-15-04 7-16-04/7-22-04 7-23-04/11-9-04 <u>11-16-04/12-15-04</u> <u>12-16-04/4-3-06</u>	-	9-22-04 1-8		5-7-01/3-11-02 5-30-02/1-7-03 (12-29-03/11-15-04 11-16-04/12-15-04 12-16-04/4-3-06) ¹⁰
Charles Graham 294453	2-25-04/6-24-04	3-22-04/7-6-09	-	<u>2-6-04/present</u>	2-6-04/5-24-06 5-25-06/4-4-07 4-5-07/present	st 2-5-04	9-22-04 or 9-30-04 1-8		2-6-04/present
Richard Graham 228235	<u>2-15-00/6-24-04</u>	(2-28-00/6-30-03 7-28-03/8-11-03 10-6-03/10-20-03 11-17-03/8-9-04) <u>11-15-04/2-7-05</u>	-	11-13-03/7-27-04 11-14-04/1-24-05	7-28-97/1-17-02 1-18-02/6-25-03 11-13-03/7-27-04 11-10-04/1-24-05	sp 6-19-03 st 11-13-03 sp 7-27-04 st 11-10-04 sp 1-24-05	9-22-04 1-8		2-15-00/6-24-04 11-15-04/2-7-05
Gregory Grant 109656	<u>2-6-02/5-15-03</u>	4-8-02/5-19-03	<u>2-6-02/5-15-03</u>	<u>2-6-02/5-15-03</u>	2-5-02/8-14-02 8-15-02/5-15-03	st 2-5-02	9-22-04 1-7		2-6-02/5-15-03
Howard Grant 255473	<u>5-7-01/5-2-03</u> <u>10-22-03/6-24-04</u>	(1-17-00/6-5-00 7-3-00/10-23-00) 6-18-01/5-19-03 6-14-04/4-18-05	-	<u>10-22-03/4-5-05</u>	<u>10-13-99/10-16-00</u> 6-8-01/5-5-03	st 10-13-99 st 6-7-01 sp 5-5-03	9-22-04 1-8		10-13-99/10-16-00 5-7-01/5-2-03 10-22-03/4-5-05

8617

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Nehemiah Greene 243339	8-6-99/6-24-04	8-16-99/10-13-08	<u>8-6-99/present</u>	<u>8-6-99/present</u>	10-13-97/4-8-00 <u>4-11-00/present</u>	st 4-11-02	9-22-04 or 9-30-04 1-8		8-6-99/present
Gary Grooms 283860	7-17-02/6-24-04	<u>7-29-02/4-4-05</u>	-	7-17-02/3-23-05	7-24-02/5-13-03 5-30-03/11-23-04 11-24-04/3-23-05 <u>3-21-06/present</u>	st 7-24-02 sp 5-5-03 st 5-19-03	9-22-04 or 9-30-04 1-8		7-29-02/4-4-05 3-21-06/present
Nelson Hampton 286427 237819?	<u>12-1-00/3-5-01</u> <u>4-14-04/6-11-04</u>	1-1-01/3-12-01 6-14-04/6-14-04	<u>12-1-00/3-5-01</u>	<u>12-1-00/3-5-01</u>	<u>9-19-02/10-3-02</u> <u>10-4-02/10-9-02</u> 5-16-04/6-18-04	-	9-22-04 1-7		12-1-00/3-5-01 (9-19-02/10-3-02) ¹⁰ 10-4-02/10-9-02) ¹⁰ 4-14-04/6-11-04
Willie Hare 256641	8-6-99/6-26-03	(10-25-99/6-5-00 7-3-00/6-30-03) 1-24-05/5-30-05	<u>7-30-99/6-26-03</u> 1-21-05/5-24-05	<u>7-30-99/6-26-03</u> 1-21-05/5-24-05	<u>7-30-99/6-26-03</u> <u>1-18-05/5-24-05</u>	st 7-30-99 sp 6-26-03 st 1-18-05	9-22-04 1-8		7-30-99/6-26-03 1-18-05/5-24-05
Wayne Harlen 245705	7-9-01/1-8-02	(12-20-99/6-5-00 7-3-00/9-25-00) 7-30-01/12-31-01	-	7-9-01/1-8-02	<u>12-9-99/11-14-00</u> <u>12-12-00/2-23-01</u> <u>8-8-01/11-6-01</u> 11-7-01/11-7-01 11-29-01/1-8-02 1-9-02/1-9-02 <u>11-16-04/4-11-05</u> <u>5-11-06/present</u>	st 12-9-99 st 12-12-00 sp 2-23-01 st 7-9-01 sp 11-6-01 sp 1-8-02	9-22-04 1-8		(12-9-99/11-14-00 12-12-00/2-23-01) ¹⁰ 8-8-01/11-6-01 11-16-04/4-11-05 5-11-06/5-16-08

4299

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Ceathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
David Harrell 260004	9-8-99/8-3-02	(9-27-99/6-5-00 7-3-00/9-9-02)	9-8-99/8-3-02	9-8-99/8-3-02	9-8-99/10-17-02 10-18-02/7-30-03 8-1-03/present	at 9-8-99	9-22-04 or 9-30-04 1-8		(9-8-99/10-17-02 10-18-02/7-30-03 8-1-03/present) ¹⁰
James Hartman 219770	3-15-99/6-24-04	2-1-99/2-1-99 (5-10-99/6-21-99 7-19-99/7-19-99 8-16-99/6-5-00 7-3-00/3-21-05 4-18-05/4-17-06 6-26-06/1-22-07)	3-15-99/1-8-07	3-15-99/1-8-07	8-17-95/4-4-06 ? 6-23-06/12-6-06 12-11-06/1-8-07	sp 4-4-06 at 6-16-06	9-22-04 or 9-30-04 1-8		3-15-99/1-8-07
Gary Hayes 263985	3-8-00/2-6-04	(3-13-00/6-5-00 7-3-00/2-9-04)	3-8-00/2-6-04	3-8-00/2-6-04	2-22-00/2-22-00 2-28-00/10-24-02 10-25-02/2-5-04	at 2-22-00 sp 2-5-04	9-22-04 or 9-30-04 1-7		3-8-00/2-6-04
Johnny Hayes 267910	2-1-02/7-26-02	2-11-02/7-29-02 7-14-03/7-14-03	-	2-1-02/7-26-02	10-5-00/2-6-01 1-31-02/7-31-02 6-26-03/7-1-03 4-2-05/4-2-05 4-18-05/4-21-05 4-22-05/8-11-05	-	9-22-04 1-8		10-5-00/2-6-01 1-31-02/7-31-02 (6-26-03/7-1-03) ¹⁰ 7-14-03/7-14-03) ¹⁰ (4-2-05/4-2-05 4-18-05/4-21-05 4-22-05/8-11-05) ¹⁰
Steven Hicken- bottom 196263	11-20-03/6-24-04	(9-27-99/6-5-00 7-3-00/9-8-03) 12-1-03/10-18-04 5-2-05/12-24-07	-	11-20-03/10-4-04 4-19-05/present	9-9-99/6-5-00 6-19-00/9-2-03 11-20-03/10-4-04 4-19-05/12-13-07	at 9-9-99 sp 6-5-00 at 6-19-00 sp 9-2-03 at 11-20-03 st 4-4-05	9-22-04 or 9-30-04 1-8		(9-9-99/6-5-00 6-19-00/9-2-03) ¹⁰ 12-1-03/10-18-04 4-19-05/present

41300

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Johnny Holden 245199	9-9-99/6-24-04	(10-11-99/10-11-99 12-20-99/12-20-99 1-17-00/6-5-00 7-3-00/8-8-05)	9-9-99/8-15-05	9-9-99/8-15-05	9-8-99/7-22-04 7-23-04/5-23-05 5-24-05/8-15-05	st 9-2-99 sp 8-15-05	9-22-04 or 9-30-04 1-8		9-2-99/8-15-05
Michael Hood 279897	11-28-01/6-24-04	1-28-02/9-9-02 7-28-03/4-4-05	11-28-01/3-31-05	11-28-01/3-31-05	12-10-01/1-31-02 2-13-02/6-4-03 10-15-03/9-7-04 9-8-04/12-26-05 7-14-06/present	st 12-10-01 st 1-2-02 st 2-13-02	9-22-04 or 9-30-04 1-8		11-28-01/6-24-04 9-8-04/12-26-05 7-14-06/present
Willie House 257820	2-28-00/10-23-02	(3-13-00/6-5-00 7-3-00/11-4-02)	3-13-00/11-4-02 "interruption" 6-5-00/7-3-00	2-28-00/10-23-02	8-6-99/12-1-05	-	9-22-04 1-8		8-6-99/12-1-05
Don Hughes 256862	1-25-02/3-31-03	(12-6-99/6-5-00 7-3-00/7-3-00) 2-11-02/4-5-04	1-25-02/3-31-03	1-25-02/3-31-03	12-1-99/6-28-00 9-21-00/4-10-01 1-30-02/3-31-04	-	9-23-04 1-7		12-1-99/6-28-00 1-25-02/3-29-04
Timothy Irman 151123	-	9-6-04/10-2-06	-	8-25-04/10-3-06	7-16-04/10-6-06	-	9-22-04 or 9-30-04 1-8		7-16-04/10-6-06
Chuck Jackson 266425	7-16-02/6-26-03	10-8-01/1-28-02 9-9-02/5-5-03 6-2-03/6-30-03)	-	7-16-02/6-26-03	12-13-00/1-11-01 5-1-01/1-23-02 7-2-02/7-2-02 7-23-02/8-15-02 8-16-02/6-26-03 4-14-05/6-23-05	-	2-29-08 1-6		12-13-00/1-11-01 5-1-01/1-23-02 (7-2-02/7-2-02 7-16-02/6-26-03) ¹⁰ 4-14-05/6-23-05

4301

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
James Jackson 267718	2-8-02/6-24-04	9-24-01/1-14-02 2-25-02/9-5-05) 7-10-06/6-7-06 9-4-06/2-19-07 2-18-08/10-27-08	2-8-02/2-5-05	<u>2-8-02/2-5-07</u>	9-7-01/1-10-02 2-8-02/2-14-06 5-22-06/2-5-07 <u>12-19-07/present</u>	<u>st 9-7-01</u> <u>sp 1-29-02</u> <u>st 2-8-02</u> <u>sp 2-14-06</u> <u>st 5-22-06</u> <u>sp 2-5-07</u> <u>st 12-6-07</u>	9-22-04 or 9-30-04 1-8		(9-7-01/1-29-07 2-8-02/2-5-07) ¹⁰ 12-19-07/present
Peter Jenkins 257321	<u>11-10-99/5-2-03</u>	12-6-99/5-5-03	12-6-99/5-5-03	<u>11-10-99/5-2-03</u>	11-9-99/6-7-01 6-8-01/5-6-03	-	9-22-04 1-7		11-10-99/5-2-03
Wilbur Jordan 272264	10-7-02/6-24-04	11-4-02/11-1-04	<u>10-7-02/11-3-04</u>	<u>10-7-02/11-3-04</u>	10-7-02/1-9-03 1-10-03/5-13-03 5-30-03/12-31-04	-	9-22-04 1-8		10-7-02/11-3-04
Alfred Joyner 260442	12-17-01/6-26-03	10-25-99/6-5-00 7-3-00/11-20-00 12-18-00/10-8-01) 1-14-02/6-30-03 5-30-05/4-3-06	-	<u>12-13-01/6-26-03</u> 5-16-05/3-22-06	10-20-99/9-28-01 <u>12-13-01/6-26-03</u> 5-12-05/3-23-06	<u>st 10-20-99</u> <u>sp 10-17-01</u> <u>st 12-13-01</u> <u>sp 6-26-03</u> <u>st 4-20-05</u> <u>sp 3-23-06</u>	9-22-04 1-8		10-20-99/10-17-01 12-13-01/6-26-03 4-20-05/3-23-06
Keith Kelly 257556	2-15-00/6-24-04	2-28-00/6-5-00 7-3-00/5-30-05)	-	<u>2-15-00/5-18-05</u>	10-28-99/12-3-01 1-1-02/1-13-05 1-14-05/5-18-05 <u>5-19-05/present</u>	sp 12-3-01	9-22-04 or 9-30-04 1-8		(2-15-00/5-18-05 5-19-05/present) ¹⁰

4302

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Joseph Kelsey 217218	5-30-00/10-5-01 ? /3-29-04	(6-5-00/6-5-00 7-3-00/2-12-01) 9-24-01/10-8-01	-	5-30-00/10-5-01	9-4-98/1-9-03 1-16-03/9-22-03 4-1-04/present	-	9-22-04 or 9-30-04 1-8		(9-4-98/1-9-03 1-16-03/9-22-03) ¹⁰ 4-1-04/present
Michael Key 266890	7-21-00/6-24-04	(10-9-00/5-30-05 6-27-05/6-11-07)	<u>7-21-00/present</u>	<u>7-21-00/present</u>	7-21-00/6-7-01 6-8-01/5-31-07 6-1-07/6-20-07	-	9-22-04 or 9-30-04 1-8		7-21-00/present
Dennis Knight 286981	<u>7-3-03/2-20-04</u>	7-14-03/8-11-03 11-17-03/2-23-04 10-17-05/10-17-05 11-12-07/1-18-10	<u>2-20-03/7-3-03</u>	<u>2-20-03/7-3-03</u> <u>10-18-04/1-24-06</u>	-	st 7-3-03 sp 7-25-03 st 11-12-03 sp 2-20-04 st 10-3-05 sp 1-24-06	9-22-04 or 9-30-04 1-8		(2-20-03/7-3-03 7-3-03/2-20-04) ¹⁰ 10-18-04/1-24-06 11-12-07/1-18-10
Nicholas Lambrose 215080	8-6-99/3-8-02	(8-16-99/8-30-99 9-27-99/6-5-00 7-3-00/3-11-02) 8-6-07/9-3-07 5-11-09/5-11-09	-	8-6-99/3-8-02	12-31-98/8-26-99 9-8-99/4-1-04 7-20-06/present	-	10-29-04 1-6, 8		(12-31-98/8-26-99 9-8-99/4-1-04) ¹⁰ 7-20-06/present
Alain Lareau 128014	6-1-01/10-31-02 <u>6-1-01/7-18-03</u>	(6-18-01/11-19-01 1-14-02/11-4-02) 7-14-03/7-28-03	-	6-1-01/10-31-02	6-6-01/11-15-01 1-2-02/10-31-02 6-26-03/7-17-03	-	9-22-04 1-7		6-1-01/7-18-03

4303

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Nikia Law 260855	4-12-00/2-8-02 12-18-03/6-24-04	10-25-99/11-8-99 (4-24-00/6-5-00 7-3-00/2-11-02) (12-29-03/5-30-05 6-27-05/8-20-07)	12-18-03/present	12-18-03/present	10-12-99/11-10-99 <u>4-6-00/8-16-07</u>	st 10-11-99 sp 11-10-99 st 3-29-00	9-22-04 or 9-30-04 1-8		10-11-99/11-10-99 4-6-00/8-16-07
Stephen Lease 137016	8-6-99/6-24-04	(8-16-99/6-5-00 7-3-00/5-16-05)	<u>8-6-99/5-4-05</u>	<u>8-6-99/5-4-05</u>	3-10-99/5-4-05	-	9-22-04 or 9-30-04 1-8		8-6-99/5-4-05
Archie Lee 226354	10-13-00/3-13-01	(11-6-00/1-1-01 2-26-01/3-12-01)	<u>10-13-00/3-31-01</u>	<u>10-13-00/3-31-01</u>	10-13-00/1-17-01 2-15-01/3-13-01	st 10-13-00	9-4-04 1-5, 7		10-13-00/3-31-01
Harry Leonard 249996	8-6-99/6-24-04	(8-16-99/6-5-00 7-3-00/2-2-09)	8-6-99/present	8-6-99/present	10-19-98/present	st 10-19-98	9-22-04 1-8		8-6-99/1-20-09
Ricky Libby 274681	3-11-02/8-5-02 3-11-02/11-12-03	<u>3-25-02/8-12-02</u> <u>11-3-03/11-17-03</u>	3-11-02/11-12-05	3-11-02/11-12-05	3-13-02/8-5-02	-	9-22-04 1-7		3-25-02/8-12-02 11-3-03/11-17-03
Quintin Linen 238553	8-5-02/6-2-04	8-26-02/4-7-03 7-14-03/6-14-04 10-4-04/1-10-05	<u>8-5-02/1-4-05</u>	<u>8-5-02/1-4-05</u>	8-5-02/4-9-03 6-26-03/6-2-04	st 8-1-02 sp 4-03 st 6-26-03	9-22-04 1-8		8-5-02/1-4-05
Raymond Living- ston 277133	9-4-01/1-13-03	9-24-01/1-27-03 4-16-07/10-15-07	-	1-13-02/present	<u>9-4-01/10-24-07</u>	st 9-4-01	9-22-04 or 9-30-04 1-8		9-4-01/10-24-07

4304

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Donald Lyles 296135	? /3-17-04 5-18-04/6-24-04	5-31-04/1-9-06	-	<u>5-18-04/1-5-06</u>	5-24-04/1-5-06	-	9-22-04 or 9-30-04 1-8 9-4-04		5-18-04/1-5-06
Earl Mack 216237	<u>3-14-00/6-26-03</u>	(3-27-00/6-5-00 7-3-00/6-30-03)	3-14-00/6-23-03	3-14-00/6-23-03	3-15-00/6-26-03	sp 6-26-03	9-22-04 1-7		3-14-00/6-26-03
Lavanza Mack 189340	3-29-04/6-24-04	4-5-04/10-17-05	-	3-29-04/10-11-05	<u>3-18-04/10-11-05</u>	-	9-22-04 9-30-04 1-8		3-18-04/10-11-05
Percy Martin 270035	<u>12-1-00/2-24-03</u> 5-19-03/6-24-04	(12-18-00/11-4-02 12-2-02/3-10-03) 6-2-03/5-14-07	<u>12-1-00/2-24-03</u> <u>5-19-03/present</u>	<u>12-1-00/2-24-03</u> <u>5-19-03/present</u>	12-14-00/6-7-01 6-8-01/2-24-03 5-30-03/6-1-07	-	9-22-04 1-8		12-1-00/2-24-03 5-19-03/present
Cedric Martino 291396	6-30-03/7-22-03	<u>7-14-03/8-11-03</u>	-	6-30-03/7-22-03	6-30-03/7-25-03	st 6-30-03 sp 7-25-03	9-22-04 or 9-30-04 1-8		7-14-03/8-11-03
Donald McAteer 292961	12-8-03/6-24-04	12-29-03/12-26-05	-	<u>12-8-03/12-21-05</u>	<u>7-16-03/7-25-03</u> 12-11-03/12-21-05	st 7-16-03	9-22-04 1-8		7-16-03/7-25-03 12-8-03/12-21-05
Larry McClam 282972	<u>5-13-02/5-31-02</u>	5-20-02/6-3-02 2-21-05/8-20-07	-	<u>2-7-05/present</u>	5-13-02/5-29-02 <u>6-25-02/6-23-03</u> 2-7-05/9-29-05 10-13-05/8-16-07	st 2-1-05 sp 9-29-05 st 10-13-05	9-22-04 or 9-30-04 1-8		(5-13-02/5-31-02 6-25-02/6-23-03) ¹⁰ 2-7-05/present

6/30/5

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EMC's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Herbert McFadden 184297	4-5-04/4-8-04 5-18-04/6-24-04	5-31-04/8-8-05	<u>4-5-04/8-2-05</u>	<u>4-5-04/8-2-05</u>	4-29-04/8-2-05	st 4-29-04	9-22-04 or 9-30-04 1-8		4-5-04/8-2-05
James McFadden 235419	4-5-02/6-1-04	5-6-02/4-7-03 7-14-03/5-31-04 11-14-05/2-6-06 5-29-06/10-15-07	<u>4-5-02/1-2-06</u>	<u>4-5-02/1-2-06</u> <u>5-24-06/present</u>	<u>1-31-02/2-13-02</u> 4-4-02/6-16-03 6-26-03/6-13-05 6-16-05/1-26-06 5-25-06/10-9-07	-	9-22-04 or 9-30-04 1-8		1-31-02/2-13-02 4-5-02/1-2-06 5-24-06/present
Michael McFarland 266870	9-23-02/6-24-04	10-7-02/5-5-03 6-2-03/12-10-07)	<u>9-23-02/present</u>	<u>9-23-02/present</u>	9-24-02/4-8-03 5-30-03/1-8-04 2-20-04/12-4-07	-	9-22-04 9-30-04 1-8		9-23-02/present
Tony McNeil 235846	10-1-02/10-8-02	7-3-00/12-18-00 10-21-02/10-21-02	-	10-1-02/10-8-02	<u>5-30-00/1-12-01</u> <u>9-30-02/4-9-03</u>	-	9-22-04 or 9-30-04 1-7		5-30-00/1-12-01 9-30-02/4-9-03
Edsel McNeill 219506	<u>4-5-02/9-4-02</u>	8-16-99/11-8-99 5-6-02/9-9-02	-	<u>7-9-99/11-11-99</u> <u>4-5-02/9-4-02</u>	7-9-99/8-15-99 8-16-99/11-11-99 <u>4-5-02/9-4-02</u>	-	- 1-5		7-9-99/11-11-99 4-5-02/9-4-02
Thomas Miles 246763	6-7-01/1-29-02	6-18-01/1-14-02	6-7-01/1-29-02	6-7-01/1-29-02	6-6-01/2-13-02	<u>st 6-6-01</u> <u>sp 2-14-02</u>	9-21-04 1-7		6-6-01/2-14-02
Darrin Miller 259593	4-10-02/6-24-04	9-27-99/6-5-00 7-3-00/2-12-01 3-12-01/3-25-02 4-22-02/5-30-05 6-27-05/6-21-10)	<u>4-10-02/present</u>	<u>4-10-02/present</u>	9-9-99/2-20-01 3-1-01/3-13-02 <u>4-10-02/present</u>	<u>st 9-9-99</u> <u>sp 2-20-01</u> <u>st 3-1-01</u> <u>st 4-10-02</u>	9-22-04 1-8		(9-9-99/2-20-01 3-12-01/3-25-02 4-10-02/present) ¹⁰

4306

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EMC's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Ernest Miller 235474	<u>3-21-00/6-26-03</u>	(3-27-00/6-5-00 7-3-00/6-30-03) (1-24-05/6-25-07 8-6-07/8-20-07)	<u>3-21-01/6-26-03</u> <u>1-21-05/present</u>	<u>3-21-01/6-26-03</u> <u>1-21-05/present</u>	<u>3-21-00/6-26-03</u> <u>1-18-05/7-12-07</u>	<u>st 3-21-00</u> <u>sp 6-26-03</u> <u>st 1-18-05</u> <u>sp 7-5-07</u>	9-22-04 1-8		<u>3-21-00/6-26-03</u> <u>1-21-05/present</u>
Wilbert Mills 244004	<u>12-20-01/5-2-03</u> <u>12-20-01/6-26-03</u>	(1-29-02/5-19-03 6-30-03/6-30-03)	-	<u>12-20-01/6-23-03</u>	<u>12-25-01/6-23-02</u> <u>6-24-02/5-5-03</u> <u>6-16-03/6-26-03</u>	<u>st 12-19-01</u> <u>sp 5-5-03</u> <u>st 6-16-03</u> <u>sp 6-26-03</u>	9-22-04 1-7		<u>12-20-01/6-26-03</u>
Roy Morris 288777	<u>6-26-03/6-10-04</u>	7-14-03/6-14-04 (8-6-07/11-26-07 11-24-08/2-16-09)	<u>6-26-03/6-10-04</u>	<u>6-26-03/6-10-04</u>	<u>6-26-03/present</u>	<u>st 6-26-03</u>	9-22-04 or 9-30-04 1-8		<u>6-26-03/6-10-04</u> <u>8-6-07/11-26-07</u> <u>11-08/2-11-09</u>
John Moultrie 276527	<u>10-29-01/6-24-04</u>	(12-17-01/8-26-02 10-7-02/12-11-06)	<u>10-29-01/11-30-06</u>	<u>10-29-01/11-30-06</u>	<u>10-29-01/11-30-06</u>	<u>st 10-29-01</u> <u>sp 11-30-06</u>	9-22-04 or 9-30-04 1-8		<u>10-29-01/11-30-06</u>
Matin Muntaqim 142282	<u>11-30-01/6-26-03</u>	<u>12-31-01/6-30-03</u>	<u>11-30-01/6-26-03</u>	<u>11-30-01/6-26-03</u>	<u>10-24-01/6-26-03</u>	<u>st 10-24-01</u> <u>sp 6-26-03</u>	9-22-04 1-7		<u>10-24-01/6-26-03</u>
Anthony Murphy 295893	<u>3-19-04/6-24-04</u>	<u>4-5-04/3-21-05</u>	<u>3-19-04/3-9-05</u>	<u>3-19-04/3-9-05</u>	<u>3-11-04/3-9-05</u>	-	9-22-04 or 9-30-04 1-8		<u>3-11-04/3-9-05</u>

4307

Name	Exhibit A ¹ Hired And Released Dates	Exhibit B ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWC's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Anthony Murray 237867	6-26-03/6-26-04	7-14-03/5-2-05	<u>6-6-03/4-18-05</u>	6-26-03/4-18-05	6-28-03/4-16-05	st 6-26-03	9-22-04 or 9-30-04 1-8		6-6-03/4-18-05
James Murray 165487	<u>8-10-01/7-26-02</u>	8-27-01/12-31-01 1-28-02/2-25-02 3-25-02/8-12-02	8-27-01/8-12-02 "Interruptions" 12-31-01/1-28-02 2-25-02/3-25-02	<u>8-10-01/7-26-02</u>	<u>8-10-01/7-26-02</u>	-	9-22-04 1-7		8-10-01/7-26-02
Robert Norris 266101	<u>6-13-00/6-26-03</u>	7-31-00/6-30-03 3-21-05/9-19-05 7-24-06/10-2-06	6-15-00/6-20-03 <u>3-2-05/9-19-05</u> <u>6-13-06/9-22-06</u>	6-15-00/6-20-03 <u>3-2-05/9-19-05</u> 7-13-06/9-22-06	6-15-00/6-26-03 3-2-05/9-8-05 6-28-06/9-22-06	<u>st 6-13-00</u> <u>sp 6-26-03</u> st 2-10-05	9-22-04 1-8		6-13-00/6-26-03 3-2-05/9-19-05 6-13-06/9-22-06
Chauncy Orr 177069	8-6-99/6-24-04	8-16-99/6-5-00 7-3-00/8-8-05) 5-12-08/10-27-08	9-6-99/8-4-05	9-6-99/8-4-05	<u>7-15-99/8-3-05</u>	<u>st 7-15-99</u> <u>sp 8-4-05</u>	9-22-04 or 9-30-04 1-8		7-15-99/8-3-05 4-22-08/12-11-08
Joe Pannell 89592	5-17-00/6-19-02	5-22-00/6-5-00 7-3-00/7-1-02)	-	-	<u>5-16-00/6-19-02</u>	-	9-22-04 1-7		5-16-00/6-19-02
Frank Patterson 283098	7-29-02/8-1-02	8-12-02/8-12-02	-	7-29-02/8-1-02	<u>7-25-02/8-1-02</u> <u>8-2-02/8-19-02</u> <u>8-20-02/8-20-02</u>	-	9-22-04 1-7		(7-25-02/8-1-02 8-2-02/8-19-02 8-20-02/8-20-02) ¹⁰
Jose Perez 237727	10-1-02/5-2-03	10-7-02/5-19-03	-	<u>10-1-02/10-18-05</u>	10-1-02/1-18-05 1-19-05/8-18-05 8-19-05/10-18-05	-	- 1-5		10-1-02/10-18-05

4308

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Tony Pitts 280579	3-27-02/6-24-04	4-8-02/8-8-05	<u>3-27-02/7-28-05</u>	<u>3-27-02/7-28-05</u>	3-29-02/12-20-04 12-29-04/1-13-05 1-14-05/7-28-05	st 3-26-02	9-22-04 9-30-04 1-8		3-27-02/7-28-05
Kevin Poston 266083	<u>9-17-02/12-8-03</u>	10-7-02/4-7-03 12-29-03/12-29-03	<u>9-17-02/12-8-03</u>	<u>9-17-02/12-8-03</u>	9-17-02/4-7-03 12-23-03/4-15-04 <u>4-16-04/5-4-05</u>	-	9-22-04 or 9-30-04 1-8		(9-17-02/12-8-03 12-23-03/4-15-04 4-16-04/5-4-05) ¹⁰
Rodney Pressley 177947	11-4-99/1-4-00	11-22-99/1-17-00	-	<u>11-4-99/1-11-00</u>	<u>11-4-99/1-11-00</u>	-	5-23-07 1-6		11-4-99/1-11-00
Jermaine Pringle 150390	4-11-02/6-24-04	4-22-02/4-7-03 7-14-03/11-29-04	<u>4-11-02/11-30-04</u>	<u>4-11-02/11-30-04</u>	4-17-02/7-30-02 7-31-02/11-30-04	st 6-26-03 sp 11-30-04	9-22-04 1-8		4-11-02/11-30-04
Francis Pringleau 168813	4-2-01/6-24-04	4-9-01/7-30-01 8-27-01/4-7-03 6-2-03/1-17-11	<u>4-2-01/present</u>	<u>4-2-01/present</u>	3-30-01/4-7-03 5-23-03/present	st 3-30-01 sp 8-19-02 sp 4-7-03 st 5-23-03	9-23-04 1-8		4-2-01/present
Markland Richards 181768	<u>4-19-02/6-26-03</u>	5-6-02/6-30-03	<u>4-19-02/6-26-03</u>	<u>4-19-02/6-26-03</u>	5-3-02/5-15-03 5-16-03/6-26-03	st 4-10-02	9-22-04 1-7		4-19-02/6-26-03
Gene Richardson 13614	9-9-99/6-24-04	9-27-99/6-5-00 7-3-00/2-26-01 3-26-01/2-20-06	<u>9-9-99/2-7-06</u>	<u>9-9-99/2-7-06</u>	<u>9-9-99/2-7-06</u>	st 9-2-99 sp 2-7-06	9-22-04 or 9-30-04 1-8		9-9-99/2-7-06

4309

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Isaac Richard- son 232574	4-8-02/6-24-04	(10-11-99/6-5-00 7-3-00/7-31-00) 11-6-00/12-31-01 5-6-02/present	<u>4-8-02/present</u>	<u>4-8-02/present</u>	9-9-99/10-29-99 11-8-99/7-28-00 <u>10-25-00/12-25-01</u> 4-26-02/present	st 9-2-99 sp 7-28-00 sp 12-20-01 st 4-26-02	9-22-04 1-8		9-2-99/7-28-00 10-25-00/12-25-01 4-8-02/present
Laron Richard- son 258786	6-5-00/8-16-00	(1-17-00/1-17-00 2-28-00/5-8-00) 7-3-00/8-28-00	-	6-5-00/8-16-00	<u>11-9-99/8-22-00</u>	st 11-9-99 sp 8-16-00	9-22-04 1-5, 7		11-9-99/8-22-00
Dennis Richey 233472	2-7-00/6-26-03	(2-14-00/6-5-00 7-3-00/6-30-03)	1-27-00/6-23-03	1-27-00/6-23-03	<u>1-27-00/6-26-03</u>	st 1-27-00 sp 6-26-03	9-22-04 1-7		1-27-00/6-26-03
Ignacio Rivera 300424	4-22-04/6-24-04	5-17-04/7-9-07	4-22-04/present	4-22-04/present	4-21-04/7-18-07	-	9-22-04 or 9-30-04 1-8		4-22-04/5-7-07
Henry Rivers 219118	8-20-02/8-23-02	9-9-02/9-9-02 6-27-05/5-15-06	-	<u>8-20-02/5-2-06</u>	8-20-02/3-6-03 3-7-03/3-7-03 6-8-05/4-18-06 4-19-06/4-20-06 4-21-06/5-2-06	-	12-3-08 1-6		8-20-02/5-2-06
Harold Roberson 117001	<u>11-9-99/6-19-02</u>	12-20-99/9-25-00 6-4-01/7-1-02	-	<u>11-9-99/6-19-02</u>	11-9-99/10-6-00 10-20-00/4-17-01 4-18-01/5-3-01 5-4-01/4-18-02 4-19-02/5-23-02 5-24-02/6-19-02	-	9-22-04 1-7		11-9-99/6-19-02

4318

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Donald Robinson 77520	<u>9-27-01/1-13-03</u> <u>6-26-03/7-17-03</u> <u>3-15-04/6-24-04</u>	<u>12-3-01/1-27-03</u> <u>7-14-03/7-28-03</u> <u>4-19-04/3-19-07</u>	<u>9-27-01/1-13-03</u> <u>6-26-03/7-13-03</u> <u>3-15-04/3-7-07</u>	<u>9-27-01/1-13-03</u> <u>6-26-03/7-13-03</u> <u>3-15-04/3-7-07</u>	<u>10-8-01/1-14-03</u> <u>6-26-03/9-8-03</u> <u>3-9-04/3-7-07</u>	-	9-22-04 or 9-30-04 1-8		9-27-01/1-13-03 6-26-03/9-8-03 3-9-04/3-7-07
Arrell Bochester 46731	<u>6-23-03/6-24-04</u>	<u>7-14-03/10-17-05</u>	<u>6-26-03/10-11-05</u>	<u>6-26-03/10-11-05</u>	<u>6-26-03/10-11-05</u>	-	9-22-04 or 9-30-04 1-8		6-26-03/10-11-05
Isandra Sanders 249871	<u>2-15-00/2-6-04</u>	<u>(2-28-00/6-5-00</u> <u>7-3-00/2-9-04)</u> <u>8-20-07/9-3-07</u>	-	<u>2-15-00/2-6-04</u>	<u>9-30-98/2-10-00</u> <u>2-11-00/8-1-02</u> <u>8-2-02/present</u>	<u>st 9-30-98</u>	9-22-04 1-8		(9-30-98/2-10-00 2-11-00/8-1-02 8-2-02/present) ¹⁰
Vondell Sanders 241308	-	<u>7-26-04/2-5-07</u>	<u>6-25-04/1-29-07</u>	<u>6-25-04/1-29-07</u>	<u>6-2-04/1-27-07</u>	<u>sp 1-29-07</u>	9-22-04 or 9-30-04 1-8		6-2-04/1-27-07
James Sattler 235043	<u>2-8-02/6-18-02</u>	<u>2-25-02/7-1-02</u>	<u>2-8-02/6-18-02</u>	<u>2-8-02/6-18-02</u>	<u>7-14-03/7-22-03</u>	-	9-22-04 1-7		2-8-02/6-18-02 7-14-03/7-22-03
Joseph Schmitz 173987	<u>7-6-99/10-1-02</u> <u>7-15-99/2-25-04</u>	<u>(8-16-99/6-5-00</u> <u>7-3-00/9-23-02)</u> <u>11-4-02/3-8-04</u> <u>6-13-05/6-13-05</u>	<u>7-6-99/10-1-02</u>	<u>7-6-99/10-1-02</u>	<u>7-15-99/1-30-01</u> <u>3-1-01/9-12-02</u> <u>10-24-02/2-25-04</u> <u>5-5-05/5-30-06</u>	<u>st 7-15-99</u> <u>sp 1-30-01</u> <u>st 3-1-01</u> <u>sp 9-24-02</u> <u>st 10-24-02</u> <u>sp 2-25-04</u>	9-22-04 or 9-30-04 1-8		7-15-99/2-25-04 5-5-05/5-30-06

4311

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Arthur Cott 51957	7-31-01/12-10-01	9-24-01/12-17-01	<u>7-31-01/12-10-02</u>	<u>7-31-01/12-10-02</u>	8-2-01/10-17-01 10-18-01/12-11-01 <u>12-21-04/1-4-05</u>	st 7-31-01 sp 12-11-01	9-22-04 1-8		7-31-01/12-10-02 12-21-04/1-4-05
Saiah Cott 28008	<u>3-21-03/6-26-03</u>	(8-16-99/11-8-99 12-6-99/6-5-00 7-3-00/12-17-01) (4-7-03/4-7-03 6-30-03/6-30-03)	<u>3-21-03/6-26-03</u>	<u>3-21-03/6-26-03</u>	2-10-99/11-2-99 <u>11-24-99/12-8-01</u> 3-21-03/4-7-03 6-17-03/6-26-03	st 11-24-99 st 3-21-03 sp 4-7-03 st 6-16-03 sp 6-26-03	9-22-04 or 9-30-04 1-7		(2-10-99/11-2-99 11-24-99/12-8-01) ¹⁰ 3-21-03/6-26-03
Jerome Cott 53381	<u>7-10-01/8-22-02</u>	7-16-01/8-26-02	<u>7-10-01/8-22-02</u>	<u>7-10-01/8-22-02</u>	<u>7-10-01/8-22-02</u>	st 7-10-01	9-22-04 1-7		7-10-01/8-22-02
Roosevelt Cott 75631	? /4-8-04	8-11-03/10-20-03	<u>4-19-04/5-4-05</u>	<u>4-19-04/5-4-05</u>	7-2-03/10-16-03 10-17-03/10-24-03 <u>4-19-04/5-4-05</u>		9-22-04 or 9-30-04 1-8		(7-2-03/10-16-03 10-17-03/10-24-03) ¹⁰ 4-19-04/5-4-05
Alphonse Cott 64295	<u>6-29-00/6-26-03</u>	7-31-00/6-30-03	-	6-29-00/6-26-03 5-31-05/10-4-05	6-29-00/6-26-03 <u>5-23-05/10-5-05</u>	st? 5-5-05	9-22-04 1-8		6-29-00/6-26-03 5-23-05/10-5-05
George Cott 92391	3-1-04/6-24-04	3-22-04/7-11-05	-	3-1-04/7-7-05	1-26-04/7-7-05 <u>7-19-05/present</u>	st? 1-26-04	9-22-04 or 9-30-04 1-8		(1-26-04/7-7-05 7-19-05/present) ¹⁰

4312

ame	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
chie mmons 11419	<u>3-14-00/11-4-02</u>	3-27-00/5-22-00 <u>7-3-00/11-18-02</u>	<u>3-14-00/11-4-02</u>	<u>3-14-00/11-4-02</u>	3-15-00/7-31-01 8-8-01/11-7-01 11-29-01/11-4-02	st 3-14-00 sp 7-19-01 st 8-7-01 sp 11-7-01 st 11-29-01 sp 11-4-02	9-22-04 1-7		3-14-00/11-4-02
anneth mmons 78911	7-3-02/6-24-04	7-15-02/5-19-03 <u>8-25-03/11-14-05</u>	-	7-3-02/11-7-05	<u>5-30-02/7-30-03</u> <u>11-21-03/4-21-05</u> <u>5-24-05/11-7-05</u> <u>11-8-05/1-25-06</u> <u>2-2-06/6-29-06</u> <u>6-30-06/12-19-07</u>	-	9-22-04 or 9-30-04 1-8		(5-30-02/7-30-03 8-25-03/11-14-05 11-8-05/1-25-06 2-2-06/6-29-06 6-30-06/12-19-07) ¹⁰
onald mmons 67937	<u>7-19-01/6-26-03</u>	7-30-01/6-30-03 3-21-05/5-30-05	8-2-02/6-26-03 <u>3-7-05/5-18-05</u>	8-2-02/6-26-03 <u>3-7-05/5-18-05</u>	7-13-01/6-13-02 8-2-02/6-26-03 3-2-05/5-18-05	st 7-13-01 sp 6-26-03 st 2-10-05	9-22-04 1-8		7-19-01/6-26-03 3-7-05/5-18-05
amuel mmons 02393	-	9-6-04/7-25-05 10-31-05/11-12-07 7-21-08/9-28-09	<u>7-22-04/7-27-05</u> <u>10-14-05/present</u>	<u>7-22-04/7-27-05</u> <u>10-14-05/present</u>	<u>7-22-04/7-27-05</u> 10-13-05/11-19-07	-	9-22-04 or 9-30-04 1-8		7-22-04/7-27-05 10-14-05/present
tephon mmons 00422	4-16-04/6-24-04	5-17-04/11-29-04 5-30-05/1-9-06	5-17-04/11-29-04 5-30-05/1-9-06	<u>5-18-05/1-3-06</u>	<u>4-16-04/4-22-04</u> <u>4-23-04/11-20-04</u> 5-12-05/12-11-05 12-12-05/12-15-05 12-16-05/1-3-06	-	9-22-04 or 9-30-04 1-8 9-22-04		(4-16-04/4-22-04 4-23-04/11-20-04) ¹⁰ 5-18-05/1-3-06

4/3/13

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Edward Himpson :20017	8-11-99/9-3-02	8-16-99/6-5-00 7-3-00/9-9-02	-	8-11-99/9-3-02	<u>6-14-99/2-27-03</u>	<u>st 6-14-99</u>	9-22-04 or 9-30-04 1-7		6-14-99/2-27-03
Virgil Himpson :81888	5-29-02/5-7-03 5-29-02/4-7-04	<u>6-3-02/4-19-04</u> <u>10-4-04/6-11-07</u>	-	<u>9-22-04/present</u>	5-29-02/4-7-04 9-22-04/6-6-07	<u>st 9-22-04</u>	11-1-04 1-6, 8		6-3-02/4-19-04 9-22-04/present
David Hims :78067	<u>6-19-02/1-20-04</u>	7-15-02/3-24-03 7-14-03/7-14-03 2-7-05/4-4-05	-	7-21-04/8-26-04	5-23-02/4-7-03 7-23-04/1-10-05 <u>1-11-05/3-29-05</u>	st 5-7-02 sp 3-19-03 st 7-23-04 sp 3-29-05	9-22-04 or 9-30-04 1-8		6-19-02/1-20-04 (7-23-04/1-10-05 1-11-05/3-29-05) ¹⁰
Jonathan Hingleton :87670	<u>6-26-03/9-18-03</u>	7-28-03/9-22-03 10-30-06/3-3-08	-	7-2-03/9-18-03 <u>10-5-06/present</u>	7-2-03/9-18-03 <u>10-5-06/present</u>	<u>st 6-26-03</u> <u>sp 9-18-03</u> <u>st 10-5-06</u>	9-22-04 1-8		6-26-03/9-18-03 10-5-06/present
Kevin Smith :72440	<u>2-19-01/11-8-01</u> 11-8-02/5-2-03	3-26-01/11-19-01 12-30-02/5-19-03 <u>8-30-10/10-25-10</u>	11-8-02/5-2-03	11-8-02/5-2-03	3-19-01/5-20-01 6-1-01/11-8-01 11-8-02/9-24-05	st 3-19-01 st 5-31-01 sp 11-8-01 <u>st 11-8-02</u>	9-22-04 1-8		2-19-01/11-8-01 11-8-02/5-15-03 8-30-10/10-25-10
Robert Smith :99324	1-21-03/6-27-03	3-27-00/6-5-00 7-3-00/6-3-02 1-27-03/4-7-03 7-14-03/7-14-03	<u>1-21-03/6-30-03</u>	1-21-03/6-1-03	<u>3-31-99/5-26-99</u> <u>3-21-00/5-31-02</u> 1-23-03/4-9-03	-	9-22-04 9-30-04 1-7		3-31-99/5-26-99 3-21-00/5-31-02 1-21-03/6-30-03

4314

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Ceathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Timothy Smith 96539	3-29-04/6-24-04	<u>4-5-04/10-31-05</u>	-	3-29-04/10-19-05	3-24-04/11-11-04 11-12-04/10-19-05	-	9-22-04 or 9-30-04 1-8		4-5-04/10-31-05
Jeffrey Pearce 81697	4-28-04/6-24-04	<u>5-3-04/12-27-04</u>	-	4-27-04/11-5-04 11-11-04/12-10-04	<u>5-23-02/8-2-02</u> 4-27-04/11-5-04 11-11-04/12-10-04 <u>8-9-07/8-14-07</u>	-	9-22-04 or 9-30-04 1-8		5-23-02/8-2-02 5-3-04/12-27-04 8-9-07/8-14-07
Kevin Stewart 78595	10-24-01/6-24-04	11-19-01/5-14-07 10-1-07/1-7-08	<u>10-24-01/present</u>	<u>10-24-01/present</u>	11-1-01/6-7-02 8-13-02/5-31-07	st 10-24-01 sp 5-10-07	9-22-04 or 9-30-04 1-8		10-24-01/present
Jeff Tinson 60047	9-21-99/6-24-04	(10-11-99/6-5-00 7-3-00/9-15-08)	9-21-99/present	9-21-99/present	8-31-99/present	<u>st 8-26-99</u>	9-22-04 or 9-30-04 1-8		8-26-99/9-10-08
Jeffrey Evis 16442	4-22-04/6-24-04	5-17-04/11-29-04	-	4-22-04/11-29-04	<u>4-21-04/11-29-04</u>	-	9-22-04 or 9-30-04 1-8		4-21-04/11-29-04

4315

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
William Thomas 272501	10-29-01/6-1-03 5-27-04/6-3-04	1-14-02/6-2-03 5-31-04/6-14-04 11-14-05/8-20-07	<u>11-14-01/7-2-03</u> <u>5-5-04/6-3-04</u> <u>12-6-04/4-23-07</u>	<u>11-14-01/7-2-03</u> <u>5-5-04/6-3-04</u> <u>12-6-04/4-24-07</u>	<u>11-14-01/7-2-03</u> <u>5-5-04/6-3-04</u> <u>12-6-04/4-20-07</u> <u>5-22-07/8-17-07</u>	sp 4-23-07	9-22-04 1-8		11-14-01/7-2-03 5-5-04/6-3-04 (12-6-04/4-24-07) ¹⁰ 5-22-07/8-17-07
Turtis Thompson 266448	<u>10-13-00/5-2-03</u> <u>12-16-03/6-24-04</u>	10-23-00/5-5-03 12-29-03/11-15-04	-	<u>12-16-03/11-8-04</u>	10-18-00/6-7-01 6-8-01/5-2-03 <u>12-16-03/11-8-04</u>	-	9-22-04 1-8		10-13-00/5-2-03 12-16-03/11-8-04
James Tino 145030	7-18-02/5-2-03	7-29-02/5-19-03	-	7-8-02/5-2-03	<u>5-23-02/6-16-03</u>	-	9-22-04 1-7		5-23-02/6-16-03
James Trumper 247429	<u>4-16-02/6-26-03</u>	5-20-02/6-30-03 2-7-05/5-25-09	-	<u>1-26-05/present</u>	4-19-02/11-4-02 11-8-02/6-26-03 1-6-04/5-10-04 <u>1-26-05/present</u>	-	9-22-04 or 9-30-04 1-8		4-16-02/6-26-03 1-6-04/5-10-04 1-26-05/present
James Wells 180458	<u>12-12-01/2-1-02</u>	7-3-00/12-4-00 1-29-02/2-11-02	-	<u>12-12-01/2-1-02</u>	<u>5-30-00/9-12-00</u> <u>9-13-00/11-22-00</u> <u>12-19-00/4-13-01</u> <u>12-13-01/2-1-02</u>	-	10-18-05 1-6		(5-30-00/9-12-00 9-13-00/11-22-00 12-19-00/4-13-01) ¹⁰ 12-12-01/2-1-02
Ray Wells 173651	6-1-01/6-6-01	6-18-01/6-18-01	-	6-1-01/6-6-01	<u>5-30-01/6-7-01</u>	st 5-30-01 sp 6-7-01	9-21-04 10-29-04 1-5, 7		5-30-01/6-7-01
Demetrius Wheeling 264976	5-14-04/6-24-04	5-17-04/10-18-04	-	<u>5-14-04/10-18-04</u>	-	-	9-22-04 or 9-30-04 1-8		5-14-04/10-18-04

4316

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Kenneth White 228409	<u>11-10-99/6-26-03</u>	(12-20-99/6-5-00 7-3-00/6-30-03) 6-27-05/12-26-05 8-6-07/9-3-07 5-11-09/5-11-09	-	11-9-99/3-14-00 5-10-02/6-23-03 8-9-05/12-28-05	11-9-99/3-14-00 5-10-02/6-26-03 6-8-05/12-30-05 <u>5-9-07/present</u>	-	9-22-04 1-8		11-10-99/6-26-03 6-8-05/12-30-05 5-9-07/present
Tony Vitt 242918	<u>6-29-00/12-20-01</u> <u>5-17-04/5-18-04</u>	7-31-00/6-4-01 8-13-01/12-17-01	-	6-29-00/5-31-01 9-12-01/1-1-02	6-29-00/5-31-01 9-12-01/1-1-02	-	4-28-08 1-6 2-10-06?		6-29-00/12-20-01 5-17-04/5-18-04
Bobby Williams 261486	-	(8-9-04/2-7-05 <u>3-21-05/7-25-05</u>)	-	<u>7-15-04/1-25-05</u> 3-9-05/7-11-05	<u>7-15-04/1-25-05</u> 3-8-05/7-11-05	-	9-22-04 or 9-30-04 1-8		(7-15-04/1-25-05 3-21-05/7-25-05) ¹⁰
Darrell Williams 219730	3-21-00/1-9-01	(4-24-00/6-5-00 7-3-00/9-25-00) <u>7-30-01/10-22-01</u>	-	3-21-00/1-9-01	3-15-00/3-15-00 3-16-00/10-31-00 11-1-00/1-9-01 7-14-01/10-1-01	<u>st 3-15-00</u> <u>sp 1-10-01</u> <u>st 7-10-01</u>	9-22-04 1-5, 7		3-15-00/1-10-01 7-30-01/10-22-01
Derrick Williams 272958	<u>8-17-01/1-22-02</u>	8-27-01/1-28-02	-	<u>8-17-01/1-22-02</u>	-	-	9-22-04 1-7 8-30-04		8-17-01/1-22-02
James Williams 282929	5-28-02/5-7-03 5-28-02/6-24-04	6-3-02/present	<u>5-28-02/present</u>	<u>5-28-02/present</u>	5-24-02/6-20-02 7-18-02/present	st 5-13-02 st 7-18-02	9-22-04 or 9-30-04 1-8		5-28-02/present

4317

Name	Exhibit A ¹ Hired And Released Dates	Exhibit F ² Pay Dates	Fin. Dec. ³ Start/Stop Dates	O. Geathers ⁴ Start/Stop Dates	EWG's ⁵ Start/Stop Dates	19-54's ⁶	Step 1 ⁷ File Date	Step 2 ⁸ File Date	Suggested ⁹ Start/Stop Dates
Timothy Wilson 261971	11-15-99/3-13-03 2-20-04/3-31-04	12-6-99/6-5-00 7-3-00/3-24-03) 2-9-04/4-5-04	-	11-5-99/3-13-03 2-20-04/3-31-04	11-10-99/5-24-01 5-25-01/3-13-03 1-26-04/4-5-04	st 6-20-05 sp 8-8-05	10-18-05 1-6		11-5-99/3-13-03 1-26-04/4-5-04 6-20-05/8-8-05
Leon Wilson 155867	8-11-99/6-24-04	8-16-99/6-5-00 7-3-00/4-18-05)	-	8-11-99/4-11-05	8-10-99/10-12-00 10-13-00/4-11-05	-	9-22-04 1-8		8-11-99/4-11-05
John Wojcik 219463	2-14-00/8-1-02	2-28-00/6-5-00 7-3-00/8-12-02)	2-14-00/8-1-02	2-14-00/8-1-02	2-9-00/8-1-02	st 2-9-00 sp 8-2-02	9-22-04 1-7		2-9-00/8-2-02
Anthony Wright 199009	2-7-00/7-24-01	2-14-00/6-5-00 7-3-00/7-30-01) 10-31-05/11-14-05	-	2-7-00/7-24-01 10-14-05/11-11-05	1-27-00/6-7-01 6-8-01/7-24-01 10-13-05/11-11-05	st 1-27-00 st 10-13-05 sp 11-11-05	9-22-04 1-8		2-7-00/7-24-01 10-13-05/11-11-05
Robert Wydman 260331	6-19-00/11-7-00 4-8-01/9-25-01	1-17-00/5-8-00 7-31-00/11-20-00 4-23-01/10-8-01	-	6-19-00/11-7-00	11-3-99/5-9-00 6-19-00/9-12-00 9-13-00/11-15-00 3-30-01/5-8-01 5-16-01/9-25-01 10-28-02/4-28-03	-	9-22-04 1-7 9-14-04		(11-3-99/5-9-00 6-19-00/9-12-00 9-13-00/11-15-00) ¹⁰ (3-30-01/5-8-01 5-16-01/9-25-01) ¹⁰ 10-28-02/4-28-03
Eric Younous 281091	9-19-02/6-26-03	12-16-02/6-30-03 2-21-05/11-24-08	8-2-02/6-26-03	8-2-02/6-26-03	9-19-02/5-13-03 5-30-03/6-26-03 2-11-05/present	st 9-19-02 sp 5-5-03 st 5-19-03 sp 6-26-03	9-22-04 or 9-30-04 1-8		9-11-02/6-26-03 2-18-05/11-13-08
Rogelio Zavala 245106	5-1-99/6-10-04	5-10-99/6-5-00 7-3-00/6-14-04)	5-1-99/6-10-04	5-1-99/6-10-04	1-2-98/12-6-00	-	9-22-04 1-7		(1-2-98/12-6-00 5-1-99/6-10-04) ¹⁰

4318

EXHIBIT 2

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
.. All step 1 grievances filed by or on behalf of inmates including the Sept. 22, 2004 step 1 and attached Exhibits A-H of inmate Darrell Williams. The Williams step 1 and exhibits are filed in <u>Darrell Williams, #219730 v. SCDC</u> Dock. No. 04-ALJ-04-00613-AP, record filed 1-28-05.	Issue 1, grievances concern policies/procedures under 13.9 of grievance policy and there was no time limit to file.	1. Some 92 step 1's contest SCDC "policy" of paying below the prevailing wage. 2. All step 1 instructions state policy grievances can be filed at "any time". 3. Exhibits A-H to Darrell Williams' step 1 show hired/released work dates; \$4/hr wage rate per inmate and \$.35/hr base rate; SCDC/Williams Tech. contract with \$4/hr wage rate, which violated the prevailing wage statute; overtime pay rate of time and a half; maximum pay of \$1/hr; pay dates, rates, hours, and pay amount for each inmate employee, updated to 2011; job description; and expert opinion of prevailing wages based on U.S. Dept. of Labor wage rates for this type of work.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58B (Exhibits A-H to Darrell Williams' step 1 were evidence "received" by SCDC. Also, in step 2 final decisions SCDC "considered" Williams' step 1 and the prevailing wage rates in Exhibit H. See, e.g., Francis Ackerman final decision, 2-3) 3. ALC Rule 58C (Most step 1's are on file in the ALC Clerk's office. Inmates request the Court to take judicial notice of these and all other records on file, such as step 2's, SCDC responses to 1's and 2's, and inmate Amendments Exhibits to grievances. See, <u>Freeman v. McBee</u> 313 S.E. 2nd 325 (S.C. App., 1984))(SC Rule of Evid 201) 4. ALC Rule 58D (Some 91 step 1's "proffered" Exhibits A-H to Darrell Williams' step 1 to be incorporated by reference)
"	Issue 4, SCDC waived 13.1 as it failed to raise 13.1 until step 2 appeals and considered grievances on the merits.	1. In all step 1's, SCDC expressly refers to step 2 as an "appeal". 4319	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
"	Issue 6, 13.1 was tolled by inmates' class action and they filed grievances no later than 15 days after the class action remittitur date or within 45 days of notice posting under the Circuit Court's 2005 order.	1. All step 1's show a file date before the notice posting deadline and most were filed before 15 days from the class action remittitur date.	"
"	Issue 7, 13.1 was tolled while court decisions prevented inmates from enforcing their rights to prevailing wages, and after granted those rights in <u>Adkins/Wicker</u> , they filed grievances within 15 days after the remittitur date for those decisions.	1. Depending on the Court's ruling on estoppel issues, 178 or 94 inmates' step 1's were filed within 15 days of remittitur. Of these, some 118 or 63, respectively, are in the ALC files with notices of appeal.	"
"	Issue 8, inmates complied with 13.1 by filing step 1's during or within 15 days of a term of employment.	1. Depending on the Court's ruling on "term of employment", some 94 step 1's show a file date while working, and some 36 a file date between apparent work periods.	"
2. All step 1 SCDC responses to step 1's.	Issue 4, stated above.	1. In many step 1 responses SCDC failed to raise 13.1 as a defense. 4320	1. ALC Rule 58A ("intermediate ruling") 2. ALC Rule 58C (Judicial Notice)

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
		2. In all step 1 responses SCDC expressly refers to step 2 as an "appeal". 3. In all step 1 responses which failed to raise 13.1 SCDC considered the grievance on the merits before raising 13.1.	
3. All step 2 appeal filings by or on behalf of inmates.	Issue 4, stated above.	1. In all step 2 appeals SCDC expressly refers to step 2 as an "appeal". 2. In all step 2 appeals SCDC prohibits inmates from raising new issues for review.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58C (Judicial Notice)
4. All step 2 SCDC final decisions to step 2 appeals.	Issue 1, stated above.	1. In all step 2 final decisions SCDC invoked 13.1 after expressly considering/rejecting "the exceptions to this deadline recognized by paragraph 13.9", one of which is for policy/procedure grievances. See, e.g., Francis Ackerman final decision, 2. 2. In all step 2 final decisions SCDC states the inmate's work dates in the program. See, e.g., Francis Ackerman final decision, 1. 4321	1. ALC Rule 58C (Judicial Notice) 2. ALC Rule 58E ("final decision which is subject to administrative review")

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
"	Issue 2, there was reasonable cause under 13.9 of grievance policy not to file within the original time frame since inmates had no enforceable grievance and appeal rights before <u>Adkins/Wicker</u> and there was no time limit to file.	1. In all step 2 final decisions SCDC invoked 13.1 after expressly considering/rejecting "the exceptions to this deadline recognized by paragraph 13.9", one of which is the exception for reasonable cause. See, e.g., Francis Ackerman final decision, 2.	"
"	Issue 3, SCDC's application of 13.1 violated due process as it cut off inmates' claims before they accrued and denied inmates a meaningful opportunity to file grievances before the bar took effect.	1. All step 2 final decisions invoking 13.1 as to pre- <u>Adkins/Wicker</u> work would violate due process.	"
"	Issue 4, stated above.	1. Except for a few, SCDC did not raise 13.1 until its step 2 appeal final decisions. 2. All step 2 final decisions expressly refer to step 2 as an "appeal". See, e.g., Francis Ackerman final decision, 1. 3. Step 2 final decisions considered grievances on the merits, 4322	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
		by (1) reviewing all documents submitted in support of the step 1, which included inmates' Amendments/Exhibits to grievances; and (2) disputing the prevailing wage estimates of inmates' expert. See, e.g., Francis Ackerman final decision, 1-3.	
"	Issue 5, SCDC was estopped from raising 13.1 under principles of judicial estoppel.	1. All step 2 final decisions invoked 13.1 and would fall within this rule.	"
"	Issue 6, stated above.	1. Many inmates worked in the program after the class action tolling date of January 29, 2002. Thus, all these final decisions would fall within this rule.	"
"	Issue 7, stated above.	1. All step 2 final decisions contended inmates had to file within 15 days after the decisions in <u>Adkins/Wicker</u>. 2. In all step 2 final decisions SCDC itself observed the remittitur rule in stating when the class action order went into effect. See, e.g., Francis Ackerman fin dec, 1. 4/323	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
"	Issue 8, stated above.	1. All step 2 final decisions contended inmates had to file within 15 days of initial employment. 2. Some step 2 final decisions show inmates worked a continuous term of employment.	"
5. All Amendments/ Exhibits A,C,F,H to grievances filed by or on behalf of inmates.	Issue 1, stated above.	1. All Amendments expressly contest SCDC "policy" of paying below prevailing wages. 2. Exhibit A shows hired/released dates for work in program. 3. Exhibit C is the SCDC/Williams Tech contract setting \$4/hr wage in violation of 24-3-430, and containing "PI Overhead" deduction provision not authorized by 24-3-40. 4. Exhibit F shows pay dates, rates, hours, and pay for work in program, updated to 2011. 5. Exhibit H shows prevailing wage rates for this type work. 6. Exhibits A & F may or may not be accurate/complete for an inmate.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58B ("evidence received or considered") 3. ALC Rule 58C (Judicial Notice)

4324

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
"	Issue 4, stated above.	1. SCDC considered all inmates' Amendments/ Exhibits to grievances on the merits before invoking 13.1. See, e.g., Francis Ackerman final decision stating SCDC had considered all documents submitted in support of the step 1; and documents 23-24 herein concerning SCDC's agreement in court and court order for SCDC to file and consider on the merits inmates' Amendments/Exhibits to grievances (4-19-07 Transcript, 19-20, 22-23; 4-20-07 Order).	"
6. All notices of appeal with the ALC with attachments filed by or on behalf of inmates.	Issue 1, stated above.	1. All notices of appeal expressly contest SCDC "policy/procedure" of paying below the prevailing or negotiated wage.	1. ALC Rule 58C (Judicial Notice)
7. Exhibit F to the September 22, 2004 step 1 of Darrell Williams, reduced to grievance clients only and updated to present. Filed in <u>Darrell Williams v. SCDC</u> Dock. No. 04-ALJ-04-00613.	Issue 1, stated above.	1. Exhibit F shows pay dates, rates, hours, and pay for work in the program. Exhibit F may or may not be accurate or complete for a given inmate. 4325	1. ALC Rule 58A ("pleading") 2. ALC Rule 58B (Exhibits A-H to Darrell Williams' step 1 were evidence "received" by SCDC. Also, in step 2 final decisions SCDC "considered" Williams' step 1 and the Exhibit prevailing wage estimate.

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
			See, e.g., Francis Ackerman final decision, 2-3. 3. ALC Rule 58C (Judicial Notice) 4. ALC Rule 58D (Some 91 step 1's "proffered" Exhibits A-H to be incorporated by reference)
"	Issue 8, stated above.	1. Exhibit F shows inmate "pay dates" which may or may not be accurate or complete work dates for a given inmate.	"
*8. August 8, 2008 SCDC spreadsheet "Lieber PI Back Wage Grievances - ALC Tracking (Westbrook)".	Issue 1, stated above.	1. Spreadsheet shows SCDC Officer Geathers' documentation of inmate work dates in the program, which may or may not be accurate or complete for a given inmate. 2. Spreadsheet also contains grievance file dates which may or may not be accurate for a given inmate.	1. ALC Rule 58A ("intermediate ruling") 2. ALC Rule 58B ("evidence received or considered") 3. S.C. Rules of Evidence 801(d)(2)(admission by party opponent)
*9. "Earned Work Credit Assignment History of EWC Assignments" (EWC's).	Issue 1, stated above.	1. EWC's show work dates for all prison jobs which may or may not be accurate or complete for a given inmate. 4326	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
10. "Inmate Job/School Assignment" (19-54's)	Issue 1, stated above.	1. 19-54's show work dates for all prison jobs which may or may not be accurate or complete for a given inmate.	"
11(a). Lake Summers' August 20, 2008 letter to Doug Westbrook regarding "accounting of documents I provided to you before the hearing conducted by Judge Williams in St. George, SC on August 11, 2008 regarding Exhibit C of your July 23, 2008 motion", p. 3 of 19.	Issues 1-3, 5-7, and also 4 if SCDC issued a response to Mr. Gadsen's step 1 (not locatable) which did not raise 13.1. All issues are stated above.	1. Page 3 of the letter provides a September 30, 2004 step 1 filing date for inmate Ray Gadsden.	1. ALC Rule 58A ("intermediate ruling") 2. ALC Rule 58B ("all evidence received or considered")
11(b). September 22, 2004 Certificate of Service for step 1 of Darrell Williams signed by "Nell Westbury-Human Resource Manager. per telep. conversation with Lake Summers 9-22-04" and "DH Westbrook".	Issues 1-5, 7, stated above.	1. Document verifies filing of step 1 by Darrell Williams on September 22, 2004.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58B ("all evidence received or considered")
11(c). September 22, 2004 Certificate of Service for step 1 of Gregory Grant.	Issues 1-7, stated above.	1. Document verifies filing of step 1 by Gregory Grant on September 22, 2004. 4327	1. ALC Rule 58A ("pleading")

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
11(d). October 18, 2005 Certificate of Service for step 1 of James Wells.	Issues 1-6, stated above.	1. Document verifies filing of step 1 by James Wells on October 18, 2005.	"
11(e). February 28, 2008 cover letter, step 1 and Certificate of Service for James Foye.	Issues 1-6, stated above.	1. Document verifies filing of step 1 by counsel on behalf of James Foye on February 28, 2008.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58B ("all evidence received or considered")
11(f). February 28, 2008 cover letter, step 1 and Certificate of Service for Chuck Jackson.	Issues 1-3, 5-6, stated above.	1. Document verifies filing of step 1 by counsel on behalf of Chuck Jackson on February 28, 2008.	"
11(g). December 2, 2008 cover letter, step 1 and Certificate of Service for Henry Rivers.	Issues 1-6, stated above.	1. Document verifies filing of step 1 by counsel on behalf of Henry Rivers on December 2, 2008.	"
11(h). September 28, 2004 and June 8, 2007 step 1's for Thomas Butler.	Issues 1-6, 8, stated above.	1. Documents verify step 1 filings by Thomas Butler on September 28, 2004 and June 8, 2007.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58C (Judicial Notice: June 8, 2007 step 1 is in ALC files)
*11(i). August 8, 2008 SCDC spreadsheet.	Issues 1-6, 8, stated above.	1. Document verifies step 1 filings by Thomas Butler on September 28, 2004 and June 8, 2007. 4328	1. ALC Rule 58A ("intermediate ruling") 2. ALC Rule 58B ("evidence received or considered")

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
			3. S.C. Rules of Evidence 801(d)(2)(admission by party opponent)
"	Issues 1-6, stated above.	1. Document verifies step 1 filing by Thomas Carter on December 1, 2005.	"
"	Issues 1-6, 8, stated above.	1. Document verifies step 1 filing by Rodney Elliott on May 20, 2007.	"
"	Issues 1-6, 8, stated above.	1. Document verifies step 1 filing by Nicholas Lambrose on October 29, 2004.	"
"	Issues 1-5, 7, stated above.	1. Document verifies step 1 filing by Archie Lee on September 4, 2004.	"
"	Issues 1-7, stated above.	1. Document verifies step 1 filing by Thomas Miles on September 21, 2004.	"
"	Issues 1-6, stated above.	1. Document verifies step 1 filing by Rodney Pressley on May 23, 2007.	"
"	Issues 1-8, stated above.	1. Document verifies step 1 filing by Francis Prioleau on September 23, 2004. 4329	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
"	Issues 1-6, 8, stated above.	1. Document verifies step 1 filing by Virgil Simpson on November 1, 2004.	"
"	Issues 1-6, stated above.	1. Document verifies step 1 filing by James Wells on October 18, 2005.	"
"	Issues 1-6, stated above.	1. Document verifies step 1 filing by Timothy Wilson on October 18, 2005.	"
*12-14. Original and two class action complaints of January 29, 2002, July 1, 2002, and February 12, 2003 filed in the Court of Common Pleas of Dorchester County in <u>Darrell Williams, et al. v. SCDC, et al. No. 2002-CP-18-134.</u>	Issue 6, stated above.	1. Complaints show the class action complaint "relates back" to date of original complaint under SCRPC 15. Thus, 13.1 was tolled on date of original complaint under class action tolling rule.	1. ALC Rule 58C (Judicial Notice: The Court may take judicial notice of documents in other court's files. See, <u>Colonial Penn Ins. Co. v. Coil</u> 887 F 2nd 1236, 1239 (CA 4, 1989); <u>S.C. Juris.</u> (1999), vol. 30, Evidence, §10) (SC Rule of Evid 201)
*15. September 9, 2004 remittiturs filed in Circuit Court for <u>Adkins, et al. v. SCDC</u> 2000-CP-40-04761 & <u>Wicker v. SCDC</u> 2001-CP-36-00330.	Issue 3, stated above.	1. Because inmates' claims did not accrue until <u>Adkins/Wicker</u> , the remittitur dates for those decisions should establish the date before which application of 13.1 to inmates' work violates due process. 4330	1. ALC Rule 58C (Judicial Notice)

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
"	Issue 7, stated above.	1. Because inmates' legal inability to file and appeal to the courts enforceable grievances ended upon conclusion of <u>Adkins/Wicker</u> , inmates complied with 13.1 by filing within 15 days after the <u>Adkins/Wicker</u> remittitur date, or by September 24, 2004.	"
16(a). Judge Goodstein's June 23, 2005 order in the class action, p. 14, stating the Court "specifically declares" that the deadlines applicable both to the grievances and SCDC officials under grievance policy apply without modification. See <u>Darrell Williams et al. v. SCDC, et al.</u> No. 02-CP-18-134 (Dorchester Cty)	Issue 5, stated above.	1. The order, drafted by SCDC in 2005, shows SCDC planned early on to invoke 13.1. Still, SCDC assured the Supreme Court in May 2006 in the class action appeal that inmates had "no need" for a civil cause of action and could "clearly pursue" an administrative (grievance) remedy. This inconsistency is relevant to whether SCDC is judicially estopped to raise 13.1.	1. ALC Rule 58B (Step 2 final decisions show SCDC "considered" Judge Goodstein's order in rendering its decision See, e.g., Francis Ackerman final decision, 1-3.) 2. ALC Rule 58C (Judicial Notice of documents in other court files)
*16(b). Judge Goodstein's June 23, 2005 order, pp. 8, 12-13, decertifying the class and giving inmates until 45 days after notice posting to file.	Issue 6, stated above.	1. The order establishes an outside date of 45 days after notice posting, or until December 4, 2008, to file grievances. 4331	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
16(c). Judge Goodstein's June 23, 2005 order, pp. 8-9, stating that on September 22, 2004 plaintiff's counsel submitted nearly 200 grievances to SCDC's grievance coordinator at Lieber Correctional Institution.	Issue 7, stated above.	1. The order, drafted by SCDC, is relevant to whether SCDC is judicially and collaterally estopped to deny the September 22, 2004 file date for all September 22 and 30, 2004 filings. This in turn bears on which grievances fall within 15 days of the <u>Adkins/Wicker</u> remittitur date of September 9, 2004.	"
17(a). September 22, 2004 Certificate of Service for 94 step 1's filed at Lieber and signed by "Nell Westbury - per Lake Summers 9-22-04"; "DH Westbrook"; and "Darrell Williams".	Issue 6, stated above.	1. Document verifies these 94 inmates filed in 2004 while 13.1 was tolled under the class action tolling rule.	1. ALC Rule 58A ("pleading") 2. ALC Rule 58B ("evidence received or considered")
17(b). September 30, 2004 Certificate of Service for 84 (plus 7 repeat filers from September 22, 2004) step 1's filed at Lieber and signed by "O. Pribek C/O @ Warden's direction received above grievances"; "DH Westbrook"; and "Darrell Williams".	Issue 6, stated above.	1. Document verifies these 84 (plus 7 repeat filers) filed in 2004 while 13.1 was tolled under the class action tolling rule.	"

4332

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
17(a). September 22, 2004 Certificate of Service. 17(b). September 30, 2004 Certificate of Service.	Issue 7, stated above.	1. Documents show which inmates filed step 1's within 15 days of the <u>Adkins/Wicker</u> remittitur date, or by September 24, 2004.	"
17(a). September 22, 2004 Certificate of Service. 17(b). September 30, 2004 Certificate of Service.	Issue 8, stated above.	1. Documents show, when compared with work dates, whether filing occurred during or within 15 days of a term of employment under the rule in issue 8.	"
18. Spreadsheet requested by the Court.	All issues 1-8.	1. Requested by Court.	1. Requested by Court.
*19-20. May 25 & 26, 2005 notices of appeal to Court of Appeals from class action dismissal in <u>Darrell Williams, et al. v. SCDC, et al.</u> No. 2002-CP-18-134.	Issue 6, stated above.	1. Appeals triggered automatic stay rule in SCACR 225(a) which stayed all matters and relief ordered for duration of appeal.	1. ALC Rule 58B (SCDC final decisions "considered" appeal and automatic stay. See, e.g. Francis Ackerman final decision, 1) 2. ALC Rule 58C (Judicial Notice of documents in other court files)
*21. June 7, 2005 Lake Summers' letter to Doug Westbrook observing automatic stay due to appeal.	Issue 6, stated above.	1. Document shows SCDC observed automatic stay during appeal of class action. 4333	1. ALC Rule 58A ("intermediate ruling") 2. ALC Rule 58B

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
			(SCDC final decisions "considered" appeal and automatic stay. See, e.g., Francis Ackerman final decision, 1) 3. ALC Rule 58C (Judicial Notice of documents in other court's files: Judge Goodstein was copied on this letter) 4. S.C. Rules of Evidence 801(d)(2) (admission by party opponent)
22. March 22, 2007 remittitur for class action appeal in <u>Darrell Williams, et al. v. SCDC, et al.</u> No. 2002-CP-18-00134 (Dorchester County).	Issue 6, stated above.	1. Document determines class action appeal and tolling period termination date.	1. ALC Rule 58B (SCDC final decisions discussed and "considered" class action remittitur issues. See, e.g., Francis Ackerman final decision, 1) 2. ALC Rule 58C (Judicial Notice of documents in other court's files)
*23-24. April 19, 2007 transcript of hearing before Judge James Williams and April 20, 2007 order in <u>In re Inmate Grievances of Gene Richardson, et al. v. SCDC 02-CP-18-134</u> (Dorchester County)	Issue 4, stated above.	1. Transcript shows SCDC agreed to file Amendments/Exhibits to grievances and consider them on the merits (3, 7-13, 19-20, 22-23) 2. Order shows agreement became an order of the Court. 4334	1. ALC Rule 58A ("intermediate ruling") 2. ALC Rule 58C (Judicial Notice of documents in other court's files) 3. ALC Rule 58F (transcript taken)

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
25(a). November 1, 2004 SCDC Grievance Policy GA-01.12, §§13.1, 13.9.	Issue 1, stated above.	1. These provisions in SCDC grievance policy concern the 15 day filing rule for "incident" grievances and the exception for grievances concerning "policies/procedures".	1. ALC Rule 58B (SCDC "considered" 13.1 and 13.9 exceptions in its final decisions. See, e.g., Francis Ackerman final decision, 2) 2. ALC Rule 58C (Judicial Notice: This grievance policy was promulgated under authority of 42 U.S.C. §1997. See, pg. 1 of policy. The Court may take judicial notice of administrative rules and regulations adopted pursuant to law (<u>City of Charleston v. A Fisherman Best, Inc.</u> 310 F 3rd 155 (CA 4, 2002); <u>Massey v. V Emergency Co-op</u> 39 S.E. 2 907 (S.C., 1946)) (SC Rule of Evid 201)
25(b). November 1, 2004 SCDC Grievance Policy GA-01.12, §13.9.	Issue 2, stated above.	1. This provision of SCDC grievance policy concerns the exception to 13.1 for incident grievances where there is documented reasonable cause as to why the original time frame was not met.	"
25(c). November 1, 2004 SCDC Grievance Policy Ga-01.12, §§6.1, 6.2, 19.	Issues 1-8, stated above.	1. These provisions of grievance policy prohibit repeated filing of grievances for the same matter or for issues previously addressed. This is 4335	1. ALC Rule 58C (Judicial Notice)

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
		relevant to inmates' position that they had to file only once to cover all work in the past, present and future.	
26. November 7, 2008 e-mail about SCDC posting a "notice flier" in all prisons.	Issue 6, stated above.	1. From October 20 to December 6, 2008 SCDC posted this notice, as directed by Judge Goodstein's 2005 order, giving inmates who had not filed a grievance until 45 days after notice posting to do so.	1. ALC Rule 58A ("intermediate ruling")
27(a). May 23, 2006 SCDC class action brief excerpts, pp. 10-11, 13-14, in <u>Darrell Williams, et al. v. SCDC, et al.</u> No. 02-CP-18-134 (Court of Appeals)	Issue 5, stated above.	1. Brief excerpts stated inmates had "no need" for a civil cause of action since they could pursue a grievance against SCDC which was inconsistent with invoking 13.1 under principles of judicial estoppel.	1. ALC Rule 58C (Judicial Notice of documents in other court's files)
27(b). May 23, 2006 SCDC class action brief excerpts, p. 3 n. 3, p. 4, n. 5, in <u>Darrell Williams, et al. v. SCDC, et al.</u> No. 02-CP-18-134 (Court of App.)	Issue 7, stated above.	1. Brief excerpts stated that on September 22, 2004 plaintiffs' counsel submitted approximately 200 inmate grievances to Lieber officials. This is relevant to whether SCDC is	"

4336

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
		judicially estopped to deny the September 22, 2004 file date for all September 2004 filings. This may determine which grievances fall within the 15 day period after the remittitur date of September 9, 2004.	
28. October 29, 2004 Judge Goodstein's letter to parties in class action notifying of summary judgment and for SCDC to draft order of 2005 (<u>Darrell Williams, et al. v. SCDC et al. No. 02-CP-18-134</u> (Dorchester County)).	Issue 5, stated above.	1. Letter shows SCDC drafted order, a provision of which "specifically declares" that grievance policy deadlines apply without modification. This indicates SCDC considered invoking 13.1 as early as 2005, a full year before its statements to the appellate courts (May 23, 2006) that inmates had "no need" for a civil cause of action since they could "clearly pursue" an administrative remedy under grievance policy. These statements were arguably misleading under principles of judicial estoppel.	1. ALC Rule 58C (Judicial Notice of documents in other court's files.)
*29. October 13, 2004 inmates' motion for order under SCRCF 23 (<u>Darrell Williams, et al. v. SCDC, et al. No. 02-CP-18-134</u> (Dor-	Issue 7, stated above.	1. Motion stated that on September 22, 2004 inmates' counsel filed 104 grievances and on September 30, 2004 another 95 grievances. 4337	"

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
Chester County)		However, in Judge Goodstein's 2005 order drafted by SCDC after the motion was filed, Part IV of the order states that "on September 22, 2004, plaintiffs' counsel submitted nearly 200 grievances to SCDC's inmate grievance coordinator at Lieber Correctional Institution." SCDC later made similar statements in its May 2006 brief to the appellate courts in the class action. See 27(b) above. Inmates contend SCDC is bound by these statements under principles of judicial estoppel.	
*30. April 25, 2007 D. Westbrook to L. Summers letter confirming filing & merits consideration of Amendments/Exh's	Issue 4, stated above.	Document evidences filing/merits consideration of Amend/Exh's indicating SCDC waiver of §13.1.	1. ALC Rule 58A (Amendments/Exhibits are "pleadings") 2. ALC Rule 58B (confirms "evidence received or considered")
*31. June 4, 2007 D. Westbrook to L. Summers letter confirming phone conf. with Court re filing & merits consideration of Amend/Exh's & their record inclusion in ALC	Issue 4, stated above.	Same as #30, plus the agreement with the Court to include all Amend/Exh's in ALC record. 4338	1. ALC Rule 58A (Amendments/Exhibits are "pleadings") 2. ALC Rule 58B (confirms "evidence received or considered")

Document(s)	Issue In Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
*32-35. Nov. 23, 2007, Dec. 18, 2007, Jan. 25, 2008, & May 21, 2008 D. Westbrook to L. Summers letters re SCDC failures to process grievances as represented to the Court.	Issues 1-8, stated above.	Letters evidence non-processing of some 80 plus grievances, and thus exclusion of these step 1 and 2 responses from record.	1. ALC Rule 58A (letters refer to "intermediate rulings" of Court to process grievances) 2. ALC Rule 58C (Judicial Notice of Court's prior rulings in case)
*36-48. 13 misc. certificates of ser.	Issues 1-8, stated above.	Certificates evidence step 1, 2, and Amend/Exhibit filings for 13 inmates.	1. ALC Rule 58A (Certificates accompany grievances or certifying to their filing should be considered part of the "pleadings")
*49. Some 42 signed Amendments to be substituted for unsigned ones in record. Not attached as they are the same documents as in record, except with inmate's signature.	Issue 4, stated above.	Documents evidence merits consideration of grievances and thus waiver of \$13.1.	1. ALC Rule 58A ("pleadings") 2. ALC Rule 58B ("evidence received or considered")
*50. September 22, 2004 Certificate of Service for multiple step 1 filings at Lieber (Document in record but cut off at bottom, R, 877).	Issues 1-8, stated above.	Document shows who filed step 1's on September 22, 2004.	Document already in record but cut off at bottom of page.

4339

Document(s)	Issue in Appellants' Level Two Brief Where Document Is Discussed Or Relevant	Relevance Of Document To Issue	Basis For Inclusion In Record
*51. Second page of all step 1's and 2's not now in record.	Issues 1, 4, stated above.	Documents contain SCDC instructions to inmate that policy grievances can be filed any time and that step 2 is an appeal of the grievance.	ALC Rule 58A ("all pleadings.. intermediate rulings")
52*. Step 1 and 2 second pages, blank forms.	Issues 1, 4, stated above.	"4340	"

COPIES OF PROPOSED RECORD DOCUMENTS
("DOC #", lower right corner, corresponds to document number in Exhibit 2)

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August 8, 2008

Lieber PI Back Wage Grievances - ALC Tracking (Westbrook)

Page 1 of 22

CAT per DW	Name	SCDC #	DW ?	Grievance #	Step 1 Dated	Step 2 Dated	PI Start Date Gethers	PI Pay Start Date Exhibit F	PI End Date Gethers	PI Pay Last Date Exhibit F	SCDC Release Date	Date Appeal filed with ALC	ALJ Case #	Date ALC Briefs Due	Date of ALC Order
1	Ackerman, Francis	266928	Y	LCI-0589-04 + Amdmnt (2/17/06)	09/22/04	11/04/04	10/12/01	10/22/01	08/03/02	11/19/01		06/05/07	07-ALJ-04- 00444-AP	08/06/07	
2	Aiken, Tyrone	244428	Y	LCI-0589-04 + Amdmnt (6/23/06)	09/09/04	11/04/04	01/15/03	04/22/02	06/26/03	10/07/02					
								12/30/02		06/30/03					
								02/07/05		05/30/05					
3	Aiken, Tyrone	248367	Y	LCI-0616-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/01/04	10/01/99	10/11/99	06/26/03	06/30/03					
4	Aljalil, Malik	219551	Y	LCI-0621-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/02/04	08/01/02	10/25/99	09/12/06	06/05/00	Back in SCDC as of 3/16/08	06/05/07	07-ALJ-04- 00445-AP	08/06/07	
								07/03/00		08/14/00					
								09/11/00		11/05/01					
								08/26/02		09/18/06					
5	Allen, Linso	269378	Y	LCI-0615-04 + Amdnt (2/5/06)	09/22/04	11/02/04	01/14/03	10/23/00	06/24/03	12/04/00		06/05/07	07-ALJ-04- 00446-AP	08/06/07	
								02/07/05	12/31/01	Active	04/08/02				
									05/06/02		11/04/02				
									02/21/05		10/01/07				
6	Anderson, Frank	282800	Y	LCI-0637-04 + Amdmnt (2/3/06)	09/22/04	11/02/04	05/03/02	05/06/02	06/26/03	06/30/03					
							01/21/05	01/24/05	Active	10/01/07					
7	Austin Sherman	300028	Y	LCI-0726-04 + Amdmnt undtd/unsgnd (4/19/07)	09/20/04	11/03/04	05/03/04	05/17/04	05/27/04	05/31/04	11/30/07	02/22/08			
8	Baker, Henry	263398	Y	LCI-0608-04 (Reply to Step 1 flowing)	09/22/04	CLOSED DNF Step 2	05/20/05	10/22/01	01/09/06	06/30/03					
							07/28/06	06/13/05	10/02/06	01/23/06					
								08/07/06		10/16/06					

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9	Baker, Quentin	297868	Y	LCI-0711-04 + Amdmnt (2/3/06)	09/27/04	11/04/04	03/30/04	04/19/04	01/29/07	02/05/07		06/19/07	07-ALJ-04-		
10	Baylor, Michael	265682	Y	LCI-0755-04 + Amdmnt (2/9/06)	09/27/04	11/02/04	10/28/04	06/04/01	01/08/04	12/17/01	08/31/07	02/22/08			
11	Beach, Jacob	301270	Y	LCI-0730-04 + Amdmnt (2/7/06)	09/27/04	06/03/07	05/24/04	06/14/04	01/24/05	01/24/05					
							04/04/06	04/17/06	Active	10/01/07					
12	Beasley, Danyel	222388	Y	LCI-0981-04 + Amdmnt undtd/unsgrd (4/19/07)	11/03/04	02/22/08	12/04/03	05/06/02	07/07/05	04/07/03	09/29/05				
								10/06/03		07/11/05					
13	Benninger, Michael	264212	Y	LCI-0600-04	09/22/04	11/01/04	06/19/02	07/15/02	08/22/02	08/12/02		06/05/07	07-ALJ-04- 00447-AP	08/06/07	
14	Bogan, James	288111	Y	LCI-0675-04 + Amdmnt undtd/unsgrd (4/19/07)	09/22/04	11/03/04	06/26/03	07/14/03	11/02/05	05/02/05		06/11/07	07-ALJ-04- 00555-AP	08/06/07	
								08/22/05		11/14/05					
15	Bowman, Taurus	252745	Y	LCI-0683-04 + Amdmnt undtd/unsgrd (4/19/07)	09/22/04	11/03/04	09/27/01	12/03/01	06/26/03	04/07/03	02/01/07	02/22/08			
								06/30/03		06/30/03					
16	Brannon, Lazarus	227847	Y	LCI-0795-04 + Amdmnt (2/9/06)			06/22/04	04/24/00	07/30/04	12/31/01					
							11/10/04	04/22/02	12/02/04	12/30/02					
							06/18/05	10/17/05	01/06/06	01/09/06					
17	Brewer, Ronald	285756	Y	LCI-0686-04	09/22/04	11/02/04	06/27/03	07/14/03	07/18/03	07/28/03					
18	Brown, Frederick	289602	Y	LCI-0746-04 + Amdmnt (2/4/06)	09/27/04	11/03/04	03/29/04	04/05/04	Active	10/01/07		06/05/07	07-ALJ-04- 00448-AP	08/06/07	
19	Brown, Keith	295762	Y	LCI-0718-04 + Amdmnt (2/20/06)	09/27/04	11/02/04	12/02/04	04/05/04	01/24/05	02/07/05					
							10/26/06		10/31/06						
20	Brown, Timothy	238461	Y	LCI-0633-04 + Amdmnt (2/3/06)	09/22/04	11/02/04	03/29/00	04/10/00	Active	03/07/05		06/05/07	07-ALJ-04- 00449-AP	08/06/07	

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21		Bryant, Edward	255998	Y	LCI-0648-04 + Amdmnt (2/4/06)	08/22/04	05/23/07	02/27/04	09/23/02	Active	02/24/03							
									12/29/03		01/26/04							
									03/08/04		10/01/07							
22		Bryant, Gary	258972	Y	LCI-0737-04 + Amdmnt undtd/unsdnd (4/19/07)	08/27/04	11/03/04	09/09/99	09/27/99	01/05/01	10/08/01			06/07/07	07-ALJ-04- 00546-AP	08/06/07		
								03/11/02	03/25/02	08/16/02	08/26/02							
23	1A	Bryant, Pete	242370	Y	LCI-0632-04 + Amdmnt (2/6/06)	08/22/04	11/02/04	12/22/03	07/03/00	08/16/05	12/18/00							
									01/28/02		10/07/02							
									11/17/03		08/08/05							
24		Buchanan, Terrell	277262	Y	LCI-0839-04 + Amdmnt undtd/unsdnd (4/19/07)	08/22/04	11/02/04	12/01/03	04/22/02	04/23/04	12/16/02			06/05/07	07-ALJ-04- 00500-AP	08/06/07		
									07/14/03		05/03/04							
25		Bude, Douglas	263537	Y	LCI-0728-04 + Amdmnt (2/19/06)	08/27/04	05/20/07	05/12/01	06/18/01	10/31/02	11/04/02							
26		Burke, Larry	281911	Y	LCI-0764-04 + Amdmnt (2/14/06)	08/27/04	11/03/04	10/01/02	10/07/02	08/26/05	04/07/03			06/11/07	07-ALJ-04- 00556-AP	08/06/07		
									07/14/03		09/05/05							
27		Bush, Christopher	300690	Y	LCI-0791-04 + Amdmnt undtd/unsdnd (4/19/07)	08/23/04	11/02/04	06/09/04	06/28/04	05/23/06	06/29/06			06/05/07	07-ALJ-04- 00501-AP	08/06/07		
28	1A	Busques Michael	191961	Y	LCI-0745-04 + Amdmnt undtd/unsdnd (4/19/07)	09/27/04	05/22/07	08/03/04	08/09/04	05/05/05	05/16/05							
29	1A	Butler, Richard	162467	Y	LCI-0722-04 + Amdmnt undtd/unsdnd (4/19/07)	08/27/04	11/02/04	06/27/00	07/03/00	06/23/03	06/30/03							
30	1A	Butler, Thomas	257552	Y	LCI-0881-07	06/08/07		04/20/04	02/28/00	05/14/04	11/04/02							
					LCI-0812-04 + Amdmnt (2/9/06)	09/28/04	11/02/04	03/01/07	03/10/03	03/27/07	03/24/03							

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				Duplicate			02/20/07	07/14/03	Active	08/25/03					
								12/29/03		12/29/03					
								05/03/04		05/17/04					
								03/19/07		04/02/07					
								05/28/07		10/01/07					
31	Carter, Derek	275938	Y	LCI-0706-04 + Amdmnt (2/4/06)	09/27/04	11/02/04	07/10/01	07/16/01	07/01/05	07/11/05		07/20/07			
							03/02/07	03/19/07	Active	10/01/07					
32	Carter, Kenneth	243538	Y	LCI-0670-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	11/03/04	04/26/00	05/22/00	03/25/02	06/05/00	Back in SCDC as of 1/14/08	02/22/08			
								07/03/00		03/25/02					
33	Carter, Thomas	249362	Y	LCI-1897-05 + Amdmnt undtd/unsgrnd (4/19/07)	12/01/06	06/18/07	03/15/04	04/19/04	10/11/05	10/17/05					
34	Cassidy, Rudy	238732	Y	LCI-0672-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	11/02/04	04/19/02	05/06/02	10/04/05	10/17/05		06/05/07	07-ALJ-04- 00502-AP	08/06/07	
35	Choice, Leroy	113990	Y	LCI-0645-04 + Amdmnt (2/3/06)	09/22/04	05/23/07	11/10/99	11/22/99	Active	03/24/03					
								06/02/03		10/01/07					
36	Clark, Sheldon	264772	Y	LCI-0635-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	11/02/04	03/29/00	04/24/00	06/26/03	06/05/00		06/05/07	07-ALJ-04- 00503-AP	08/06/07	
								07/03/00		06/30/03					
37	Cobb, Zawaski	187136	Y	LCI-0681-04 + Amdmnt (2/5/06)	09/22/04	11/02/04	11/27/00	12/04/00	02/27/01	02/26/01		06/05/07	07-ALJ-04- 00504-AP	08/06/07	
							01/10/03	09/24/01	06/26/03	06/30/03					
							01/20/05	01/24/05	Active	10/01/07					

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38	2A	Cobbs, Baron	280479	Y	LCI-0598-04 + Amdmnt (2/5/06)	08/22/04	11/02/04	01/16/02	03/11/02	09/06/05	01/27/03	08/01/07				
								06/09/06	07/28/03	Active	09/19/05					
									07/10/06		08/07/06					
									09/04/06		07/09/07					
									08/20/07		08/20/07					
39		Cooper, Kamathene	145333	Y	LCI-0788-04 + Amdmnt (2/3/06)	08/27/04	11/02/04	08/10/01	08/27/01	Active	10/01/07		06/05/07	07-ALJ-04- 00505-AP	08/06/07	
40		Corley, Frank	292975	Y	LCI-0723-04 + Amdmnt undtd/unsngnd (4/19/07)	08/27/04	11/03/04	12/08/03	07/14/03	04/04/05	07/28/03		06/19/07	07-ALJ-04-		
									12/15/03		12/27/04					
									01/24/05		04/18/05					
41		Cummings, Gladstone	267450	Y	LCI-0751-04 + Amdmnt (2/4/06)	08/27/04	11/03/04	07/17/00	10/09/00	06/16/03	01/12/04		06/05/07	07-ALJ-04- 00506-AP	08/06/07	
42		Curtis, Patrick	175139	Y	LCI-0662-04 + Amdmnt undtd/unsngnd (4/19/07)	08/22/04	11/02/04	10/04/01	11/05/01	03/22/02	03/25/02		06/05/07	07-ALJ-04- 00507-AP	08/06/07	
43		Daniels, Quintin	196284	Y	LCI-0652-04 + Amdmnt (2/4/06)	08/22/04	11/03/04	03/23/02	12/17/01	Active	02/25/02		06/05/07	07-ALJ-04- 00508-AP	08/06/07	
									04/08/02		10/01/07					
44		Davis, Curtis	238776	Y	LCI-0685-04 + Amdmnt undtd/unsngnd (4/19/07)	08/22/04	11/02/04	10/17/00	10/23/00	06/19/02	07/01/02		06/05/07	07-ALJ-04- 00509-AP	08/06/07	
45	1A	Davis, Garry	106144	Y	LCI-0829-04 + Amdmnt undtd/unsngnd (4/19/07)	10/12/04	10/30/04	08/02/01	09/10/01	11/16/01	11/19/01					
46		Dempsey, Heyward	134171	Y	LCI-0657-04 + Amdmnt (2/3/06)	08/22/04	11/02/04	07/11/00	10/23/00	06/26/03	06/30/03		06/05/07	07-ALJ-04- 00510-AP	08/06/07	
47		Denney, Phillip	240678	Y	LCI-0716-04 + Amdmnt (2/3/06)	08/30/04	11/02/04	03/30/04	04/05/04	03/07/07	04/17/06		06/05/07	07-ALJ-04- 00511-AP	08/06/07	
									06/12/06		03/19/07					
48	1B	Deveaux, Perry	109601	Y	LCI-0645-07 (Reply to Step 1 flowing)	05/15/07	CLOSED DNF Step 2	11/03/00	11/20/00	08/12/04	03/12/01					

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								04/09/01		04/09/01					
								05/07/01		08/27/01					
								06/03/02		06/17/02					
49	Dewey, Daniel	276678	Y	LCI-0771-04 + Amdmnt (2/5/06)	08/27/04	06/22/07	08/10/01	08/27/01	12/10/02	12/30/02					
50	Drummond, Calvin	236322	Y	LCI-0757-04 + Amdmnt undtd/unsgrnd (4/19/07)	08/27/04	11/04/04	02/06/04	07/30/01	03/23/04	11/04/02	08/05/06	02/22/08			
								12/29/03		03/22/04					
51	Durham, Jerome	270393	Y	LCI-0688-04 + Amdmnt (2/3/06)	08/22/04	11/02/04	12/04/00	12/18/00	06/26/03	06/04/01		06/05/07	07-ALJ-04- 00513-AP	08/06/07	
								01/28/02		02/25/02					
								03/25/02		06/30/03					
52	Durham, Paul	219573	Y	LCI-0727-04 + Amdmnt (2/3/06)	08/27/04	11/02/04	08/15/04	04/19/04	08/25/06	09/04/06		06/05/07	07-ALJ-04- 00512-AP	08/06/07	
53	Edger, Harlon	261866	Y	LCI-0712-04 + Amdmnt (2/4/06)	08/27/04	11/03/04	06/07/04	10/23/00	Active	12/29/03		08/07/07	07-ALJ-04- 00547-AP	08/06/07	
								06/14/04		10/01/07					
54	Eigner, Keith	299153	Y	LCI-0792-04 + Amdmnt (2/8/06)	08/27/04	11/03/04	03/30/04	04/14/04	05/14/04	05/17/04		06/05/07	07-ALJ-04- 00514-AP	08/06/07	
55	Elder, Willie	245208	Y	LCI-0642-04 + Amdmnt undtd/unsgrnd (4/19/07)	08/22/04	08/18/07	01/09/02	04/08/02	05/04/05	05/16/05					
56	Elliott, Rodney	251337	Y	LCI-1242-07 + Amdmnt (2/8/06)	05/26/07	02/13/08	11/03/00	11/08/99	05/05/02	01/31/00					
							12/04/02	10/08/01	12/17/02	10/08/01					
								09/17/07		10/01/07					
57	English, Anthony	238474	Y	LCI-0605-04 + Amdmnt (2/5/06)	08/08/04	10/28/04	01/14/04	07/31/00	01/17/04	05/19/03					
							11/24/04	11/03/03	11/24/04	01/26/04					
58	Enriquez, James	215539	Y	LCI-0750-04 + Amdmnt undtd/unsgrnd (4/19/07)	08/26/04	CLOSED DNF Step 2	09/23/00	07/31/00	11/02/00	08/14/00					
								09/25/00		11/06/00					

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59	1A	Etheredge, Kertan	236635	Y	LCI-0692-04	08/22/04	11/02/04	03/19/02	07/31/00	07/27/02	12/31/01						
								04/27/05	03/25/02	06/14/05	07/29/02						
								05/02/05			08/27/05						
60	1A	Evans, James	267837	Y	LCI-0651-04	08/22/04	11/02/04	03/30/01	04/09/01	05/29/01	06/04/01						
								09/18/06			10/01/07						
61		Figgins, David	287157	Y	LCI-0741-04 + Amdmnt undtd/unsgnd (4/19/07)	08/22/04	11/03/04	03/01/04	03/08/04	07/05/06	07/26/04	06/01/07	02/22/08				
								02/08/07	08/23/04	Active	05/30/05						
									06/27/05		07/10/06						
									02/19/07		05/28/07						
62		Felder, Bernard	122099	Y	LCI-0594-04 + Amdmnt (2/8/06)	08/22/04	11/03/04	12/10/99	12/20/99	07/24/00	07/31/00			06/05/07	07-ALJ-04- 00515-AP	08/06/07	
63		Ferguson, Terry	299080	Y	LCI-0644-04 + Amdmnt undtd/unsgnd (4/19/07)	08/22/04	11/03/04	09/11/00	10/23/00	05/29/01	06/04/01	04/07/06	02/22/08				
64	1A	Flores, Jose	240563	Y	LCI-0715-04 + Amdmnt undtd/unsgnd (4/19/07)	08/22/04	05/22/07	01/15/03	01/27/03	05/02/03	05/19/03						
									08/20/07		09/03/07						
65	2B	Foye, James PROVIDE ADDRESS TO DW	211523	Y	LCI-XXXX-XX + Amdmnt undtd/unsgnd (4/19/07)	02/28/08		03/24/00	04/10/00	04/27/00	04/10/00	06/30/06					
66	1C	Gadsden, Ray	187527	Y	LCI-0811-04 + Amdmnt undtd/unsgnd (4/19/07)			10/26/01	12/31/01	12/01/02	02/11/02						
									05/03/02		12/02/02						
67	1B	Gamble, Maxie	254413	Y	LCI-0655-04 + Amdmnt undtd/unsgnd (4/19/07)	08/22/04	CLOSED DNF Step 2 5/22/07	01/06/00	01/17/00	12/12/02	12/30/02						
68	1A	Garrett, Robert	291096	Y	LCI-0753-04 + Amdmnt undtd/unsgnd (4/19/07)	08/22/04	11/06/04	02/10/04	07/14/03	08/08/05	08/11/03						
									03/22/04		08/22/05						

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69	Garriett, Jermaine	191274	Y	LCI-0762-04 + Amdmnt (2/13/06)	08/27/04	11/02/04	12/03/03	07/28/03	12/27/03	08/11/03		06/05/07	07-ALJ-04- 00516-AP	08/06/07	
								12/15/03		03/08/04					
								06/14/04		12/13/04					
								02/06/06		07/24/06					
70	Gatewood, Fred	289775	Y	LCI-0871-04 + Amdmnt (2/3/06)	10/16/04	11/02/04	09/28/04	10/18/04	Active	10/01/07		06/05/07	07-ALJ-04- 00517-AP	08/06/07	
71	Gaymon, Jammie	208922	Y	LCI-0601-04 + Amdmnt undtd/unsgrd (4/19/07)	09/08/04	10/28/04	03/15/02	01/01/01	12/12/02	12/31/01		06/13/07	07-ALJ-04- 00557-AP	08/06/07	
								04/22/02		11/04/02					
								01/27/03		01/27/03					
72 1A	Geddis, Reginald	183851	Y	LCI-0676-04 + Amdmnt undtd/unsgrd (4/19/07)	09/22/04	11/02/04	03/15/00	03/27/00	06/26/03	06/30/03					
73 2B	Gilbert, Marvin	273934	Y	LCI-0732-04				08/11/03		03/08/04					
74	Goff, Dennis	177506	Y	LCI-0671-04 + Amdmnt undtd/unsgrd (4/19/07)	09/22/04	11/02/04	02/06/04	05/07/01	11/09/04	03/11/02		06/05/07	07-ALJ-04- 00518-AP	08/06/07	
								06/17/02		01/13/03					
								12/29/03		11/15/04					
75 1B	Graham, Charles P.	294453	Y	LCI-0762-04 + Amdmnt (2/3/06)			02/06/04	03/22/04	Active	10/01/07					
				LCI-0385-08	03/10/06										
76 1A	Graham, Richard	228235	Y	LCI-0626-04 + Amdmnt undtd/unsgrd (4/19/07)	09/22/04	11/08/04	11/13/03	02/28/00	07/27/04	06/30/03					
							11/14/04	07/28/03	01/24/05	08/11/03					
								10/06/03		10/20/03					
								11/17/03		08/09/04					
								11/15/04		02/07/05					
77	Grant, Gregory	109656	Y	LCI-0695-04 + Amdmnt undtd/unsgrd (4/19/07)	09/22/04	11/03/04	02/06/02	04/08/02	05/15/03	05/19/03		06/05/07	07-ALJ-04- 00519-AP	08/06/07	

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78 2A	Grant, Howard	255473	Y	LCI-0647-04 + Amdmnt undtd/unsngnd (4/19/07)	08/22/04	02/22/08	10/22/03	01/17/00	04/05/05	06/05/00	05/01/07				
								07/03/00		10/23/00					
								06/18/01		05/19/03					
								06/14/04		04/18/05					
79	Greene, Nehemiah	243339	Y	LCI-0703-04 + Amdmnt (2/4/06)	08/27/04	05/22/07	08/06/99	08/16/99	Active	10/01/07					
80 1A	Grooms, Gary	283860	Y	LCI-0766-04 + Amdmnt undtd/unsngnd (4/19/07)	08/23/04	11/03/04	07/17/02	07/29/02	03/23/05	04/04/05					
81	Hampton, Nelson	286427	Y	LCI-0631-04 + Amdmnt undtd/unsngnd (4/19/07)	08/22/04	10/28/04	12/01/00	01/01/01	03/05/01	03/12/04		06/05/07	07-ALJ-04- 00520-AP	08/06/07	
								06/14/04		06/14/04					
82	Hare, Willie	256641	Y	LCI-0669-04 + Amdmnt undtd/unsngnd (4/19/07)	08/22/04	11/02/04	07/30/99	10/25/99	06/26/03	06/05/00		07/20/07			
							01/21/05	07/03/00	05/24/05	06/30/03					
								01/24/05		05/30/05					
83 1A	Harlen, Wayne	245705	Y	LCI-0653-04 + Amdmnt undtd/unsngnd (4/19/07)	08/22/04	11/04/04	07/09/01	12/20/99	01/08/02	06/05/00					
								07/03/00		09/25/00					
								07/30/01		12/31/01					
84	Harrell, David	260004	Y	LCI-0759-04 + Amdmnt (2/3/06)	08/27/04	11/03/04	09/08/99	09/27/99	08/03/02	06/05/00		06/13/07	07-ALJ-04- 00558-AP	08/06/07	
								07/03/00		09/09/02					
85	Hartman, James	219770	Y	LCI-0763-04 + Amdmnt undtd/unsngnd (4/19/07)	08/27/04	11/02/04	03/15/99	02/01/99	01/08/07	02/01/99		06/05/07	07-ALJ-04- 00521-AP	08/06/07	
								05/10/99		06/21/99					
								07/19/99		07/19/99					
								08/16/99		06/05/00					
								07/03/00		03/21/05					
								04/18/05		04/17/06					

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86		Hayes, Gary	263985	Y	LCI-0769-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/23/04	11/03/04	03/08/00	03/13/00	02/06/04	06/05/00			06/05/07	07-ALJ-04- 00522-AP	08/06/07	
87	1A	Hayes, Johnny	267910	Y	LCI-0809-04 + Amdmnt (2/10/06)	09/22/04	05/23/07	02/01/02	02/11/02	07/26/02	07/29/02						
88	1A	Hickenbottom, Steve	196263	Y	LCI-0744-04 + Amdmnt (2/4/06)	09/23/04	10/31/04	11/20/03	09/27/99	10/04/04	06/05/00						
								04/19/05	07/03/00	Active	09/08/03						
									12/01/03		10/18/04						
									05/02/05		10/01/07						
89		Holden, Johnny	245199	Y	LCI-0705-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/30/04	11/03/04	09/09/99	10/11/99	08/15/05	10/11/99			06/07/07	07-ALJ-04- 00548-AP	08/06/07	
									12/20/99		12/20/99						
									01/17/00		06/05/00						
									07/03/00		08/08/05						
90		Hood, Michael	279897	Y	LCI-0714-04	09/27/04	11/02/04	11/28/01	01/28/02	03/31/05	09/09/02			06/05/07	07-ALJ-04- 00523-AP	08/06/07	
									07/28/03		04/04/05						
91		House, Willie	257820	Y	LCI-0650-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	11/03/04	02/28/00	03/13/00	10/23/02	06/05/00	12/01/05		02/22/08			
									07/03/00		11/04/02						
92		Hughes, Don	256862	Y	LCI-0606-04 + Amdmnt (2/10/06)	09/22/04	11/01/04	01/25/02	12/06/99	03/31/03	06/05/00			06/07/07	07-ALJ-04- 00549-AP	08/06/07	
									07/03/00		07/03/00						
									02/11/02		04/05/04						
93	2B	Inman Timothy (DECEASED)	151123	Y	LCI-0777-04 + Amdmnt (2/5/06)	09/27/04		08/25/04	09/06/04	10/03/06	10/02/06	10/06/06					

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94	Jackson, Chuck (PROVIDE ADDRESS TO DW)	266425	Y		02/28/00		07/16/02	10/08/01	06/26/03	01/28/02	06/23/05				
								09/09/02		05/05/03					
								06/02/03		06/30/03					
95	Jackson, James	267718	Y	LCI-0736-04 + Amdmnt (2/3/06)	09/27/04	11/03/04	02/08/02	09/24/01	02/05/07	01/14/02		06/19/07	07-ALJ-04-		
								02/25/02		09/05/05					
								07/10/06		08/07/06					
								09/04/06		02/19/07					
96	Jenkins, Peter	257321	Y	LCI-0620-04 + Amdmnt undtd/unsngnd (4/19/07)	09/22/04	11/03/04	11/10/99	12/06/99	05/02/03	05/05/03	10/19/05	02/22/08			
97	Jordan, Wilbur	272264	Y	LCI-0654-04 + Amdmnt undtd/unsngnd (4/19/07)	09/22/04	06/18/07	10/07/02	11/04/02	11/03/04	11/01/04	10/03/07				
98	Joyner, Alfred	260442	Y	LCI-0636-04 + Amdmnt (2/1/06)	09/22/04	11/04/04	12/13/01	10/25/99	06/26/03	06/05/00					
							05/16/05	07/03/00	03/22/06	11/20/00					
								12/18/00		10/09/01					
								01/14/02		06/30/03					
								05/30/05		04/03/06					
99	Kelly, Keith	257556	Y	LCI-0773-04 + Amdmnt undtd/unsngnd (4/19/07)	09/27/04	CLOSED DNF Step 2 5/22/07	02/15/00	02/28/00	05/18/05	06/05/00					
								07/03/00		05/30/05					
100	Kelsey, Joseph	217218	Y	LCI-0733-04 + Amdmnt (2/3/06)	09/27/04	11/04/04	05/30/00	06/05/00	10/05/01	06/05/00					
								07/03/00		02/12/01					
								09/24/01		10/08/01					
101	Key, Michael	266890	Y	LCI-0767-04 + Amdmnt (2/4/06)	09/23/04	11/03/04	07/21/00	10/09/00	Active	05/30/05	10/01/07	06/07/07	07-ALJ-04- 00550-AP	08/06/07	
								06/27/05		06/11/07					

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102	Knight, Dennis	286981	Y	LCI-0707-04 + Amdmnt (2/4/06)	09/27/04	05/29/07	02/20/03	07/14/03	07/03/03	08/11/03					
							10/18/04	11/17/03	01/24/06	02/23/04					
								10/17/05		10/17/05					
103	Lambros, Nick	215080	Y	LCI-0957-04 + Amdmnt (2/13/06)	10/29/04	05/24/07	08/06/99	08/16/99	03/08/02	08/30/99					
								09/27/99		06/05/00					
								07/03/00		03/11/02					
								08/06/07		09/03/07					
104	Lareau, Alain	128014	Y	LCI-0643-04 + Amdmnt undtd/unsdnd (4/19/07)	09/22/04	11/03/04	06/01/01	06/18/01	10/31/02	11/19/01		06/08/07	07-ALJ-04-		
								01/14/02		11/04/02					
								07/14/03		07/28/03					
105	Law, Nikia	260855	Y	LCI-0761-04 + Amdmnt (2/5/06)	09/27/04	11/03/04	12/18/03	10/25/99	Active	11/08/99		06/05/07	07-ALJ-04- 00524-AP	08/06/07	
								04/24/00		06/05/00					
								07/03/00		02/11/02					
								12/29/03		05/30/05					
								06/27/05		08/20/07					
106	Lease, Stephen	137016	Y	LCI-0778-04 + Amdmnt undtd/unsdnd (4/19/07)	09/27/04	11/02/04	08/06/99	08/16/99	05/04/05	08/05/00		06/05/07	07-ALJ-04- 00525-AP	08/06/07	
								07/03/00		05/16/05					
107	Lee, Archie	226354	Y	LCI-0894-04 + Amdmnt undtd/unsdnd (4/19/07)	09/04/04	11/02/04	10/13/00	11/06/00	03/31/01	01/01/01		06/07/07	07-ALJ-04- 00551-AP	08/06/07	
								02/28/01		03/12/01					
108	Leonard, Harry	249996	Y	LCI-0677-04 + Amdmnt (2/3/06)	09/22/04	11/02/04	08/06/99	08/16/99	Active	06/05/00		06/05/07	07-ALJ-04- 00526-AP	08/06/07	
								07/03/00		10/01/07					
109	Libby, Ricky	274681	Y	LCI-0612-04 + Amdmnt undtd/unsdnd (4/19/07)	09/22/04	11/03/04	03/11/02	03/25/02	11/12/05	08/12/02	10/01/07	06/06/07	07-ALJ-04-		
								11/03/03		11/17/03					

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110		Linen, Quinton	238553	Y	LCI-0597-04 + Amdmnt (2/12/06)	09/22/04	11/03/04	08/05/02	08/26/02	01/04/05	04/07/03			06/05/07	07-ALJ-04-		
									07/14/03		06/14/04						
									10/04/04		01/10/05						
111	1A	Livingston, Raymond	277133	Y	LCI-0717-04 + Amdmnt (2/6/06)	09/22/04	05/24/07	01/13/02	09/24/01	Active	01/27/03						
									04/16/07		10/01/07						
112	1A	Lyles, Donald	296135	Y	LCI-0735-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/02/04	05/18/04	05/31/04	01/05/06	01/09/06						
113		Mack, Earl	216234	Y	LCI-0667-04 + Amdmnt (2/3/06)	09/22/04	11/04/04	03/14/00	03/27/00	06/23/03	06/05/00			05/05/07	07-ALJ-04- 00529-AP	08/06/07	
									07/03/00		06/30/03						
114	1A	Mack, Lavanza	189340	Y	LCI-0590-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/02/04	03/29/04	04/05/04	10/11/05	10/17/05						
115		Martin, Percy	270035	Y	LCI-0611-04 + Amdmnt (2/3/06)	09/22/04	11/03/04	12/01/00	12/18/00	02/24/03	11/04/02	06/01/07	02/22/08				
								05/19/03	12/02/02	Active	03/10/03						
									06/02/03		05/14/07						
116	1A	Martino, Cedric	291396	Y	LCI-0775-04 + Amdmnt (2/6/06)	09/22/04	05/23/07	06/30/03	07/14/03	07/22/03	08/11/03						
117	1A	McAteer, Donald	292961	Y	LCI-0673-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/02/04	12/08/03	12/29/03	12/21/05	12/26/05						
118	1A	McClam, Larry	282972	Y	LCI-0734-04 + Amdmnt (2/4/06)	09/22/04	11/02/04	02/07/05	05/20/02	Active	06/03/02						
									02/21/05		08/20/07						
119		McFadden, Herbert	184297	Y	LCI-0776-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/02/04	04/05/04	05/31/04	08/02/05	08/08/05			06/05/07	07-ALJ-04- 00527-AP	08/06/07	
120		McFadden, James	235419	Y	LCI-0708-04 + Amdmnt (2/4/06)	09/22/04	05/30/07	04/05/02	05/06/02	01/02/06	04/07/03						
								05/24/06	07/14/03	Active	05/31/04						

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								11/14/05		02/06/06					
								05/29/06		10/01/07					
121	McFarland, Michael	266870	Y	LCI-0624-04 + Amdmnt (2/4/06)	09/22/04	11/02/04	09/23/02	10/07/02	Active	05/05/03		06/05/07	07-ALJ-04- 00528-AP	08/06/07	
								06/02/03		10/01/07					
122	McNeil, Tony	235846	Y	LCI-0794-04 + Amdmnt undtd/unsgrd (4/19/07)	09/29/04	05/14/07	10/01/02	07/03/00	10/08/02	12/18/00					
								10/21/02		10/21/02					
123	McNeill, Edsell	219506	Y	LCI-XXXX-XX + Amdmnt undtd/unsgrd (4/19/07)	DID NOT FILE		07/09/99	08/16/99	11/11/99	11/08/99					
							04/05/02	05/06/02	09/04/02	09/09/02					
124	Miles, Thomas	246763	Y	LCI-0697-04 + Amdmnt (2/23/06)	09/21/04	11/02/04	06/07/01	06/18/01	01/29/02	01/14/02		06/19/07	07-ALJ-04-		
125	Miller, Darrin	259593	Y	LCI-0630-04 + Amdmnt (2/6/06)	09/22/04	05/23/07	04/10/02	09/27/99	Active	06/05/00					
								07/03/00		02/12/01					
								03/12/01		03/25/02					
								04/22/02		05/30/05					
								06/27/05		10/01/07					
126	Miller, Ernest	235474	Y	LCI-0682-04 + Amdmnt (2/3/06)	09/22/04	11/03/04	03/21/01	03/27/00	06/26/03	06/05/00		07/20/07			
							01/21/05	07/03/00	Active	06/30/03					
								01/24/05		06/25/07					
								08/06/07		08/20/07					
127	Mills, Wilbert	244004	Y	LCI-0894-04			12/20/01	01/29/02	06/23/03	05/19/03					
								06/30/03		06/30/03					
128	Morris, Roy	288777	Y	LCI-0768-04 + Amdmnt (2/13/06)	09/23/04	05/22/07	06/26/03	07/14/03	06/10/04	06/14/04					
								08/06/07		10/01/07					
129	Moultrie, John	276527	Y	LCI-0760-04 + Amdmnt (2/3/06)	09/27/04	11/02/04	10/29/01	12/17/01	11/30/06	08/26/02		06/05/07	07-ALJ-04- 00530-AP	08/06/07	
								10/07/02		12/11/06					

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130	Muntaqin, Matin	142282	Y	LCI-0649-04 + Amdmnt undtd/unsgrnd (4/19/07)	08/22/04	11/02/04	11/30/01	12/31/01	06/26/03	06/30/03		06/05/07	07-ALJ-04- 00531-AP	08/06/07	
131	Murphy, Anthony	295893	Y	LCI-0740-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/30/04	11/03/04	03/19/04	04/05/04	03/09/05	05/21/05		07/20/07			
132	Murray, Anthony	237867	Y	LCI-0709-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/27/04	05/17/07	06/26/03	07/14/03	04/18/05	05/02/05					
133	Murray, James	165487	Y	LCI-0610-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	10/29/04	08/10/01	08/27/01	07/26/02	12/31/01	02/01/06	02/22/06			
								01/28/02		02/25/02					
								03/25/02		08/12/02					
134	Norris, Robert	266101	Y	LCI-0618-04 + Amdmnt (2/5/06)	09/22/04	11/04/04	06/15/00	07/31/00	06/20/03	06/30/03		07/20/07			
								03/02/05	03/21/05	09/19/05	09/19/05				
								07/13/06	07/24/06	09/22/06	10/02/06				
135	Orr, Chauncy	177069	Y	LCI-0724-04 + Amdmnt (2/4/06)	09/27/04	11/03/04	09/06/99	08/16/99	08/04/05	06/05/00		06/19/07	07-ALJ-04-		
								07/03/00		08/08/05					
136	Paneli, Joe	89592	Y	LCI-0592-04	09/22/04	CLOSED DNF Step 2		05/22/00		06/05/00					
								07/03/00		07/01/02					
137	Patterson, Frank	283098	Y	LCI-0661-04 + Amdmnt (2/8/06)	09/22/04	11/04/04	07/29/02	08/12/02	08/01/02	08/12/02					
138	Perez, Jose	237727	Y	LCI-XXXX-XX + Amdmnt undtd/unsgrnd (4/19/07)	DID NOT FILE		10/01/02	10/07/02	10/18/05	05/19/03					
139	Pitts, Tony	280579	Y	LCI-0664-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	11/04/04	03/27/02	04/08/02	07/28/05	08/08/05		06/05/07	07-ALJ-04- 00532-AP	08/06/07	

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140	Poston, Kevin	266083	Y	LCI-0754-04 + Amdmnt undtd/unsngnd (4/19/07)	09/27/04	05/18/07	09/17/02	10/07/02	12/08/03	04/07/03					
								12/29/03		12/29/03					
141	Pressley, Rodney	177947	Y	LCI-0733-07	05/23/07	CLOSED DNF STEP 2 8/22/07	11/04/99	11/22/99	01/11/00	01/17/00					
142	Pringle, Germaine	250390	Y	LCI-0634-04 + Amdmnt undtd/unsngnd (4/19/07)	09/22/04	11/02/04	04/11/02	04/22/02	11/30/04	04/07/03		06/05/07	07-ALJ-04- 00533-AP	08/06/07	
								07/14/03		11/29/04					
143	Priuleau, Francis	268813	Y	LCI-1004-04 + Amdmnt (undtd)	09/23/04	05/22/07	04/02/01	04/09/01	Active	07/30/01					
								08/27/01		04/07/03					
								06/02/03		10/01/07					
144	Richards, Larkland	281768	Y	LCI-0660-04 + Amdmnt undtd/unsngnd (4/19/07)	09/22/04	11/04/04	04/19/02	05/06/02	06/26/03	06/30/03		06/07/07	07-ALJ-04- 00553-AP	08/06/07	
145	Richardson, Gene	93614	Y	LCI-0779-04 + Amdmnt (2/3/06)	09/27/04	11/02/04	09/09/99	09/27/99	02/07/06	06/05/00		06/05/07	07-ALJ-04- 00534-AP	08/06/07	
								07/03/00		02/26/01					
								03/26/01		02/20/06					
146	Richardson, Isaac	232574	Y	LCI-0684-04 + Amdmnt (2/4/06)	09/23/04	11/03/04	04/08/02	10/11/99	Active	06/05/00		06/07/07	07-ALJ-04- 00552-AP	08/06/07	
								07/03/00		07/31/00					
								11/06/00		12/31/01					
								05/06/02		10/01/07					
147	Richardson, Laron	258786	Y	LCI-0646-04	09/22/04	11/02/04	06/05/00	01/17/00	08/16/00	01/17/00					
								02/28/00		05/08/00					
								07/03/00		08/28/00					
148	Richey, Dennis	233472	Y	LCI-0617-04 + Amdmnt undtd/unsngnd (4/19/07)	09/22/04	11/02/04	01/27/00	02/14/00	06/23/03	06/05/00		06/05/07	07-ALJ-04- 00535-AP	08/06/07	
								07/03/00		06/30/03					

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	CAT per DW	Name	SCDC #	DW ?	Grievance #	Step 1 Dated	Step 2 Dated	PI Start Date Gethers	PI Pay Start Date Exhibit F	PI End Date Gethers	PI Pay Last Date Exhibit F	SCDC Release Date		Date Appeal filed with ALC	ALJ Case #	Date ALC Briefs Due	Date of ALC Order
149		Rivera, Ignacio	300424	Y	LCI-0738-04 + Amdmnt (2/4/06)	09/27/04	11/02/04	04/22/04	05/17/04	Active	07/09/07			06/05/07	07-ALJ-04- 00536-AP	08/06/07	
150	1C	Rivers, Henry	219118	Y	LCI-XXXX-XX + Amdmnt undtd/unsgrnd (4/19/07)	DID NOT FILE		08/20/02	09/09/02	05/02/06	09/09/02						
									06/27/05		05/15/06						
151	2A	Roberson, Harold	117001	Y	LCI-0674-04	11/02/04	CLOSED DNF STEP 2 11/7/04	11/09/99	12/20/99	06/19/02	09/25/00						
									06/04/01		07/01/02						
152		Robinson, Don	277520	Y	LCI-0784-04 + Amdmnt (2/15/06)	09/27/04	11/04/04	09/27/01	12/03/01	01/13/03	01/27/03						
								06/26/03	07/14/03	07/13/03	07/28/03						
								03/15/04	04/19/04	03/07/07	03/19/07						
153		Rochester, Darrell	146731	Y	LCI-0785-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/23/04	05/25/07	06/26/03	07/14/03	10/11/05	10/17/05						
154	1B	Sanders, Sandra	249871	Y	LCI-0666-04 + Amdmnt (2/4/06)	09/22/04	CLOSED DNF STEP 2	02/15/00	02/28/00	02/06/04	06/05/00			06/05/07	07-ALJ-04- 00537-AP	08/06/07	
									07/03/00		02/09/04						
									08/20/07		09/03/07						
155		Sanders, Vondell	241308	Y	LCI-0780-04 + Amdmnt (2/3/06)	09/22/04	11/03/04	06/25/04	07/26/04	01/29/07	02/05/07						
156		Sattler, James	235043	Y	LCI-0693-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/22/04	11/02/04	02/08/02	02/25/02	06/18/02	07/01/02			06/05/07	07-ALJ-04- 00538-AP	08/06/07	
157		Schmitz, Joseph	173987	Y	LCI-0704-04 + Amdmnt undtd/unsgrnd (4/19/07)	09/27/04	11/02/04	07/06/99	08/16/99	10/01/02	06/05/00			06/05/07	07-ALJ-04- 00539-AP	08/06/07	
									07/03/00		09/23/02						
									11/04/02		03/08/04						
									05/16/05		05/16/05						
158		Scott, Arthur	251957	Y	LCI-0659-04 + Amdmnt (2/8/06)	09/22/04	11/04/04	07/31/01	09/24/01	12/10/02	12/17/01			06/05/07	07-ALJ-04- 00540-AP	08/06/07	

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159		Scott, Isaiah	228008	Y	LCI-0721-04 + Amdmnt (3/19/06)	08/27/04	11/02/04	03/21/03	08/16/99	06/26/03	11/08/99				06/19/07	07-ALJ-04-		
									12/06/99		06/05/00							
									07/03/00		12/17/01							
									04/07/03		04/07/03							
									06/30/03		06/30/03							
160		Scott, Jerome	153381	Y	LCI-0629-04 + Amdmnt undtd/unsdnd (4/19/07)	09/22/04	11/02/04	07/10/01	07/16/01	08/22/02	08/26/02				06/05/07	07-ALJ-04- 00541-AP	08/06/07	
161		Scott, Roosevelt	275631	Y	LCI-0748-04 + Amdmnt undtd/unsdnd (4/19/07)	08/27/04	11/03/04	04/19/04	08/11/03	05/04/05	10/20/03				06/05/07	07-ALJ-04- 00542-AP	08/06/07	
162	1A	Sellers, Ralph	164295	Y	LCI-0614-04 + Amdmnt undtd/unsdnd (4/19/07)	08/22/04	11/01/04	06/29/00	07/30/00	06/26/03	06/30/03							
								05/31/05		10/04/05								
163	1A	Shine, George	292391	Y	LCI-0725-04 + Amdmnt undtd/unsdnd (4/19/07)	08/27/04	11/02/04	03/01/04	03/22/04	07/07/05	07/11/05							
164		Simmons, Archie	161419	Y	LCI-0593-04 + Amdmnt (2/13/06)	08/22/04	10/29/04	03/14/00	03/27/00	11/04/02	05/22/00				06/05/07	07-ALJ-04- 00543-AP	08/06/07	

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165	Simmons, Kenneth	278911	Y	LCI-0756-04 + Amdmnt undtd/unsgnd (4/19/07)	09/27/04	05/29/07	07/03/02	07/15/02	11/07/05	05/19/03					
								08/25/03		11/14/05					
166	Simmons, Ronald	267937	Y	LCI-0656-04 + Amdmnt undtd/unsgnd (4/19/07)	09/22/04	11/01/04	08/02/02	07/30/01	06/26/03	06/30/03		07/20/07			
							03/07/05	03/21/05	05/18/05	05/30/05					
167	Simmons, Samuel	302393	Y	LCI-0739-04 + Amdmnt (2/4/06)	09/27/04	11/02/04	07/22/04	09/05/04	07/27/05	07/25/05		07/20/07			
							10/14/05	10/31/05	Active	10/01/07					
168	Simmons, Stephone	300422	Y	LCI-0781-04 + Amdmnt undtd/unsgnd (4/19/07)	09/27/04	11/03/04	05/18/05	05/17/04	01/03/06	11/29/04	05/01/06	02/22/08			
								05/30/05		01/09/06					
169	Simpson, Edward	220017	Y	LCI-0752-04 + Amdmnt undtd/unsgnd (4/19/07)	09/30/04	11/08/04	08/11/99	08/16/99	09/03/02	06/05/00					
								07/03/00		09/09/02					
170	Simpson, Virgil	281888	Y	LCI-0954-04 + Amdnt (2/7/06)	11/01/04	05/23/07	09/22/04	06/03/02	Active	04/19/04					
								10/04/04		06/11/07					
171	Sims, David	278067	Y	LCI-0702-04 + Amdmnt (2/17/06)	09/27/04	11/02/04	07/21/04	07/15/02	08/26/04	03/24/03					
								07/14/03		07/14/03					
								02/07/05		04/04/05					
172	Singleton, Jonathan	287670	Y	LCI-0622-04 + Amdmnt (2/7/06)	09/22/04	SCDC checking on Step 2 status per 7/18 emails	07/02/03	07/28/03	09/18/03	09/22/03					
							10/05/06	10/30/06	Active	10/01/07					
173	Smith, Kevin	272440	Y	LCI-0619-04 + Amdmnt (2/13/06)	09/22/04	05/22/07	11/08/02	03/26/01	05/02/03	11/19/01					
								12/30/02		05/19/03					

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174		Smith, Robert	199324	Y	LCI-0665-04 + Amdmnt (2/9/06)	08/22/04	11/02/04	01/21/03	03/27/00	06/01/03	06/05/00				06/05/07	07-ALJ-04- 00544-AP	08/06/07	
									07/03/00		06/03/02							
									01/27/03		04/07/03							
									07/14/03		07/14/03							
175	1A	Smith, Timothy	296539	Y	LCI-0720-04 + Amdmnt undtd/unsdnd (4/19/07)	08/27/04	11/02/04	03/29/04	04/05/04	10/19/05	10/31/05							
176	1A	Spears, Jeffrey	281697	Y	LCI-0743-04 + Amdmnt undtd/unsdnd (4/19/07)	08/27/04	11/04/04	04/27/04	05/03/04	11/05/04	12/27/04							
								11/11/04		12/10/04								
177		Stewart, Alvin	278595	Y	LCI-0787-04 + Amdmnt (2/23/06)	08/27/04	05/23/07	10/24/01	11/19/01	Active	05/14/07							
									10/10/07		10/01/07							
178		Stinson, Jeff	260047	Y	LCI-0786-04 + Amdmnt (2/6/06)	08/27/04	11/02/04	09/21/99	10/11/99	Active	06/05/00				06/11/07	07-ALJ-04- 00559-AP	08/06/07	
									07/03/00		10/01/07							
179	2A	Tevis, Jeffrey	216442	Y	LCI-0719-04			04/22/04	05/17/04	11/29/04	11/29/04							
180		Thomas, William	272501	Y	LCI-0678-04 + Amdmnt (2/6/06)	08/22/04	11/08/04	11/14/01	01/14/02	07/02/03	06/02/03				07/20/07			
								05/05/04	05/31/04	06/03/04	06/14/04							
								12/06/04	11/14/05	04/24/07	08/20/07							
181	2A	Thompson, Curtis	266448	Y	LCI-0680-04 + Amdmnt undtd/unsdnd (4/19/07)	08/22/04	11/02/04	12/16/03	10/23/00	11/08/04	05/05/03							
									12/29/03		11/15/04							
182	2B	Dho, James (DECEASED)	145030	Y	LCI-0679-04 + Amdmnt (2/3/06)	08/22/04	11/04/04	07/08/02	07/29/02	05/02/03	05/19/03							
183	1A	Trumper, James	247429	Y	LCI-0758-04 + Amdmnt (2/4/06)	08/27/04	11/02/04	01/26/05	05/20/02	Active	06/30/03							
									02/07/05		10/01/07							

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184	1A Wells, James	180458	Y	LCI-1726-05 + Amdmnt undtd/unsqnd (4/19/07)	40/48/05	05/20/07	12/12/01	07/03/00	02/01/02	12/04/00					
								01/29/02		02/11/02					
185	1B Wells, Ray Lee	173651	Y	LCI-0938-04 + Amdmnt (2/16/06)	40/28/04	CLOSED DNF Step 2	06/01/01	06/18/01	06/06/01	06/18/01					
186	2A Wheeling Demetris	264976	Y	LCI-0747-04			05/14/04	05/17/04	10/18/04	10/18/04	11/01/04				
187	1A White, Kenneth	228409	Y	LCI-0613-04 + Amdmnt (2/3/06)	09/22/04	11/02/04	11/09/99	12/20/99	03/14/00	06/05/00					
							05/10/02	07/03/00	06/23/03	06/30/03					
							08/09/05	06/27/05	12/28/05	12/26/05					
								08/06/07		09/03/07					
188	1B Whitt, Tony	242918	Y	LCI-XXXX-XX + Amdmnt (2/10/06)			06/29/00	07/31/00	05/31/01	06/04/01					
				LCI-0659-08	04/28/05		09/12/01	08/13/01	01/01/02	12/17/01					
189	Wiggins, Jarvis	268616	Y			DID NOT FILE									
190	1B Williams, Bobby	261486	Y	LCI-0774-04 + Amdmnt undtd/unsqnd (4/19/07)	09/27/04	CLOSED DNF Step 2 6/8/07	07/15/04	08/09/04	01/25/05	02/07/05					
							03/09/05	03/21/05	07/11/05	7/25/05					
191	2A Williams, Darrell	219730	Y	LCI-0588-04	09/22/04	02/22/08	03/21/00	04/24/00	01/09/01	06/05/00	10/01/04				
								07/03/00		09/25/00					
								07/30/01		10/22/01					
192	1A Williams, Derrick	272958	Y	LCI-0641-04 + Amdmnt (2/13/06)	09/22/04	10/30/04	08/17/01	08/27/01	01/22/02	01/28/02					
193	Williams, James	282929	Y	LCI-0731-04 + Amdmnt (2/3/06)	09/27/04	11/02/04	05/28/02	06/03/02	Active	10/01/07		06/05/07	07-ALJ-04- 00545-AP	08/06/07	
194	2A Wilson, Leon	155867	Y	LCI-0658-04 + Amdmnt undtd/unsqnd (4/19/07)	09/22/04	02/22/08	08/11/99	08/16/99	04/11/05	06/05/00	11/01/05				
								07/03/00		04/18/05					

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195	2A	Wilson, Timothy	261971	Y	LCI-1764-05 + Amdmnt undtd/unsqnd (4/19/07)	10/18/05	02/22/08	11/05/99	12/06/99	03/13/03	06/05/00	05/01/07				
								02/20/04	07/03/00	03/31/04	03/24/03					
									02/09/04		04/05/04					
196		Wojcik, John	219463	Y	LCI-0607-04 + Amdmnt undtd/unsqnd (4/19/07)	09/22/04	12/10/04	02/14/00	02/28/00	08/01/02	06/05/00		06/07/07	07-ALJ-04- 00554-AP	08/06/07	
									07/03/00		08/12/02					
197	1A	Wright, Anthony	199009	Y	LCI-0623-04 + Amdmnt (2/3/06)	09/22/04	11/03/04	02/07/00	02/14/00	07/24/01	06/05/00					
								10/14/05	07/03/00	11/11/05	07/30/01					
									10/31/05		11/14/05					
198	1A	Wydman, Robert	260331	Y	LCI-0638-04 + Amdmnt undtd/unsqnd (4/19/07)	09/22/04	11/02/04	06/19/00	01/17/00	11/07/00	05/08/00					
									07/31/00		11/20/00					
									04/23/01		10/08/01					
199		Youmous, Eric	281091	Y	LCI-0789-04 + Amdmnt (2/5/06)	09/23/04	11/04/04	08/02/02	12/16/02	06/26/03	06/30/03		06/19/07	07-ALJ-04-		
									02/21/05		10/01/07					
200		Zavalo, Rogelio	245106	Y	LCI-0627-04 + Amdmnt (2/4/06)	09/22/04	05/23/07	05/01/99	05/10/99	06/10/04	06/05/00					
									07/03/00		06/14/04					

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EWCI100D
EWCI100M
OMEWCA
SCDC #> 244428

SCDC OFFENDER MANAGEMENT SYSTEM
EARNED WORK CREDIT ASSIGNMENT
HISTORY OF EWC ASSIGNMENTS

01/16/08

AIKEN, TYRONE -

CURR LOC.....: LIEBER

CURR CUST/SEC: ME3

OFFENDER TYPE: ADULT-STRAIGHT SENTENCE

RESTRICTION...: Y

ASSIGNMENT....: 0001 GENERAL DETAIL UNEMP

JOB	START	END	TERMINATION	JOB	EWC	TOT
DESCRIPTION	DATE	DATE	REASON	LVL DYS F/P		EWC
COOK	05/15/06	08/04/06	UNSAT JOB PERFO	3 5 F		19.523
COOK	09/30/05	02/10/06	UNSAT JOB PERFO	3 5 F		31.904
MECHANIC HELPER	01/26/05	05/31/05	UNSAT JOB PERFO	3 5 F		30.000
COOK	08/04/04	08/12/04	INMATE REQUEST	3 5 F		2.142
FOOD SERVICE AIDE	01/15/04	05/05/04	UNSAT JOB PERFO	3 5 F		26.666
FOOD SERVICE AIDE	10/06/03	01/13/04	INSTIT TRANSFER	3 5 F		23.809
MECHANIC HELPER	05/30/03	06/26/03	INMATE REQUEST	3 5 F		6.666
WARDKEEPER ASSISTANT	05/14/03	05/29/03	LATERAL TRANSFE	3 5 F		3.809
MECHANIC HELPER	01/24/03	05/13/03	REDUCTION IN FO	3 5 F		26.190
MECHANIC HELPER	04/05/02	10/03/02	PLACED IN ST/SP	3 5 F		43.333
WARDKEEPER ASSISTANT	02/20/02	04/04/02	LATERAL TRANSFE	3 5 F		10.476
FOOD SERVICE AIDE	09/11/01	11/14/01	UNSAT JOB PERFO	3 5 F		15.476

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SELECT A RECORD AND PRESS <ENTER>...

PF3:ASSIGN EWC

PF4:MODIFY EWC

PF5:TERMINATE EWC

PF6:HDQS ADD EWC

4-0 1 Sess-1 167.7.50.33

TNET1321

4/10

Lieber
8-31-01 -

4364

Doc #9

25

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
Division of Classification and Inmate Records
INMATE JOB/SCHOOL ASSIGNMENT

E-A-25

1. SCDC #: 244428	2. Inmate's Name: Aiken, Tyrone	3. Institution: Lieber
4. Transferred From: Unit Worker Area: Title: Code: ☐ Full-Time ☐ Part-Time ____ Hours Per Day ____ Days Per Week Date Effective 4-4-02		5. Transferred To: P.I. #2 Area: Title: Mechanic Helper Code: 05180 ☒ Full-Time ☐ Part-Time 8 Hours Per Day 5 Days Per Week Date Effective 3-26-02 4-5-02
6. Reason for <u>Transfer</u> Termination (a reason must be indicated): <i>New Hire !</i>		
7. Comments:		
8. Bonus Educational Credit: ☐ ADD ☐ DELETE Date Effective _____ ☐ 4-7 Hrs/Wk ☐ 8-11 Hrs/Wk ☐ 12-14 Hrs/Wk ☐ 15 or MORE Hrs/Wk		
9. Losing Supervisor: M. A. Bell Date: 4-05-02		10. Gaining Supervisor: Mark A. Belter Date: 3-25-02
11. Classification Caseworker: B. C. Bell Date: 4-5-02		12. CRT Entry by: B. C. Bell Date: 4-5-02

**Return This Form To
Classification.**

13. CRT Entries:

EWC /

EEC

Assignment Location:

DISTRIBUTION:

White: Institutional Record
Yellow: Losing Supervisor
Pink: Gaining Supervisor
Gold: Inmate Pay Designee

4361

DOC # 10

149

STATE OF SOUTH CAROLINA

COUNTY OF Dorchester

Norrell Williams

Petitioner,

vs.
Williams Technologies, Inc.,
South Carolina Dept Corrections
Respondents.

IN THE COURT OF Common Pleas
1st JUDICIAL CIRCUIT

SUMMONS

FILED-RECORDED
2002 JAN 29 AM 10:13
CLERK OF COURT
DORCHESTER COUNTY

YOU ARE HEREBY SUMMONED, and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of our answer to this complaint upon the petitioner, at the address shown below within (30) thirty days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint; judgment by default will be rendered against you for relief demanded in the complaint.

[Signature]

Pro se

Sworn and subscribed before me
this 10 day of Dec
2001.

[Signature]

Notary Public for South Carolina
My commission expires: 12/05/05

CLERK OF COURT
DORCHESTER COUNTY

2002 JUN 14 PM 1:47

RECORDED COPY

Liber Correction Institution
136 Wilborn Drive / AB38
Post Office Box 205 / Pro Se
Ridgeway, South Carolina 29472

The State Of South Carolina

For The Dorchester County Court

In The Court Of Common Pleas

First Judicial Circuit

Notice Of Complaint

Darrell Williams

Plaintiff

against-

John Corullo, South Carolina Department Of Corrections
Williams Technologies, Inc.,

Defendants

Honorable Court Clerk:

4367

Please Take Notice, that Plaintiff herein will move this

FILED - RECORDED
2002 JAN 29 AM 10:13
CLERK OF COURT
DORCHESTER COUNTY

RECEIVED COPY
2002 JAN 14 PM 1:47
CLERK OF COURT
DORCHESTER COUNTY

238

court for hearing to be conducted on the _____ day of _____, 2001, or
as soon thereafter as Plaintiff can be heard, requiring defendants to show cause
why (1) Breach of Trusts; (2) Violation of Employment Laws; (3) Mismanagement of
Funds; (4) Illegal Contract.

Please Take Further Notice, that this court has Jurisdiction Pursuant to South Carolina Code Ann. Sec. 15-78-20 (Cum. Supp. 01) and
therefore seek relief in this court

Wherefore, Plaintiff Prays for relief in complaint

Dated: 18th day of December, 2001,

Respectfully Submitted
Darrell Williams

Darrell Williams # 219730
Litcher Correction Institution
136 Wilborn Drive / AB38
Post Office Box 205 / Pro Se
Ridgewood, South Carolina 29472

The State Of South Carolina

For The Dorchester County Court House

In The Court Of Common Pleas

First Judicial Circuit

Complaint

Darrell Williams,

Plaintiff,

-against-

John Corullo, Production Branch Chief, South Carolina Dept. Corrections,
Williams Technologies Inc.,

Defendants,

To Defendants Above-named:

4369

Please Take Notice, that Plaintiff above-named will move

240

this court, to convene a hearing Pursuant to South Carolina Code Ann. Sec. 15-78-20 (Cum. Supp. 2000-01) for a Proceeding based on allegations hereinbelow as follows:

First Cause Of Action

Defendants at all times relevant, have entered into a contract that violates Federal and State law.

Second Cause Of Action

Defendants have knowingly, conspired to violate state law and Federal law which breaches legal estate of Plaintiff.

Third Cause Of Action

Defendants have refused to appropriate money, to Plaintiff as so Prescribed by law.

Fourth Cause Of Action

Defendant Carullo, have failed to set-up an escrow account for Plaintiff in violation of state law

Fifth Cause Of Action

Defendants have conspired in violation of Federal, State law to allow Plaintiff to Pay Federal/State taxes

4/3/78

241

Sixth Cause Of Action

The defendants, contractual agreement violates Federal/State law because it Pays below minimum wage.

Seventh Cause Of Action

The Guardian, of Plaintiff has not taken measures to in accordance with applicable law to set up an escrow account

Eighth Cause Of Action

When such matter was brought, to attention of defendants it was overlooked and or disregarded.

Ninth Cause Of Action

The defendants, have failed to ensure Plaintiff receive Proper medical attention from hazardous chemicals used at the Plant.

Tenth Cause Of Action

Defendant SCDC, was Given a statutory duty to appropriate money Given by defendant Williams Technologies, and defendant SCDC has failed to so and when asked to do so they failed to correct as well as cease from mismanagement of money.

Eleventh Cause Of Action

4371

292

Twelfth Cause Of Action

Defendants acting in concert, have knowingly subjected Plaintiff to work in an environment contrary to legal provisions of statute.

Thirteen Cause Of Action

Defendant Scoc. has not established an escrow account or allowed Plaintiff to send money to Persons of his choice and this is due to the illegal contract entered by both Parties.

Fourteen Cause Of Action

Defendant Scoc. has likewise violated state law by failing to allow Plaintiff to Pay State, Federal taxes.

Fifteen Cause Of Action

Since defendant Scoc. fails to adhere to its statutory Guardian duty they are asked to now Give said funds to another Guardian and to Give account of money they mismanaged.

Sixteen Cause Of Action

Defendants do not Provide adequate medical treatments and the improper Protective clothing, as well as fact work conditions are far below as that was when operating in street. Where such conditions, create health hazards to the Plaintiff and others.

4372

243

Relief

17 Defendant Side Pay all back wages

27 Defendants Pay all wages under current minimum wage

37 All money be sent to New Guardian of Plaintiff(s) choice

Wherefore, Plaintiff Prays this court will Grant relief

Darrell Williams

Darrell Williams / Plaintiff / Pro Se

Sworn To Before Me This

10 day of Dec, 2001.

Rashmy-Jeffers

Notary Public

My Commission Expires: 12/05/05

4373

244

STATE OF SOUTH CAROLINA

COUNTY OF Dorchester

IN THE COURT OF Common Pleas
1st JUDICIAL CIRCUIT

Darrell Williams, Et al.

Petitioner,

SUMMONS

03-LP-10-00134

vs.
William Tech Industries, Inc. Tony Ellis
John Carrillo, Individual Capacities
South Carolina Dept Corrections
Defendants.

FILED-RECORDED
2002 JUL -1 AM 11:13
SHERILL GORHAM
CLERK OF COURT
DORCHESTER COUNTY

YOU ARE HEREBY SUMMONED, and required to answer the Amended Complaint a copy of which is herewith served upon you, and to serve a copy of our answer to this complaint upon the petitioner, at the address shown below within (20) Twenty days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint; judgment by default will be rendered against you for relief demanded in the complaint.

Ridgewille, South Carolina
2002

[Signature]
Petitioner Pro se

DARRELL Williams #219730
Lieber Correction Institution
136 Wilborn Drive / A835
Post Office Box 205 / Pro Se
Ridgewille, South Carolina 29474

Sworn and subscribed before me
this 20 day of June
2002.

[Signature]
Notary Public for South Carolina
My commission expires 12-05-05

4374

Doc # 13

246

The State Of South Carolina

Dorchester County Courthouse

Court Of Common Pleas

FILED - RECORDED
2002 JUL - 1 AM 11:13
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Narrell Williams, Jerome Scott, Chauncey Orr, Richard
Cheeks, Ralph Sellers, Sheldon Clark, Earl Mack,
Nikkia Law, Michael McClinton, Willie Hare, Keith Kelly
Kenneth White, Michael Watson, Curtis Thompson,
Mahn Mutasing, Robert Norris, Kerlan Elleredge
Matthew Cooper, Christopher Marshall, Lorenzo Dady,
Lazarus Brannon, Andre Gibson, Shannon Hicks, James
Mixon, Gene Richardson, Steve Lease, Steven Louze,
James Hartman, Joseph Schmitz, Johnny Holden,
Jamie Bloodworth, Todd Brewer, Thomas Johnson
Eric Bragg, Daniel Newey, Charles Treysa, Samuel
Mason, Gilbert Masia, Howard Grant, Archie Simmons,
Anthony Wright, Isaac Blake, Robert Gregory, Larry
Reed, Nehemiah Greene, Richard Butler, Richard Greene
James Sattler, Stanley Garrett, Henry Baker, Anthony
Brown, Victor Brown, Gladstone Cummings, Nathan
Liebrand, Charles Pooler, McGill Bailey, Wilson Kinard,
Jonathan Matthews, Maxie Gamble, Mitchell Contry,
Alvin Stewart, Clark Green, Stanley Davis, Peter
Jenkins, Raymond Pitchers, Kevin Commander, Ernest
Miller, Lobb Zauriski, K. Reese, Leonard Green, Melvin

4375

(247)

Bryant, Tyron Aiken, Freddie Williams, Orlando Williams
Ray Gadsden, Robert Dohy, Joseph Sampson, Richard
Graham, 15 Unamed Prison Industry II Litcher
Correction Institution Inmates, Colum Drummond,

2002 JUL 11 PM 2:32
Cheryl L. Graham
Clerk of Court
Dorchester County

Plaintiffs,
vs. against

FILED-RECORDED
2002 JUL -1 AM 11:13
CHERYL L. GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Williams Technologies, Incorporated, Tony Ellis,
Deputy Director, South Carolina Department of
Corrections Prison Industry, John Carullo, Branch
Production Chief, South Carolina Department of
Corrections Prison Industry, Individually And
In their Official Capacities, South Carolina
Department of Corrections,

Defendants

02-CP-18-00134

Amended Complaint

To Defendants Above-Named:

4376

248

(2)

Jurisdiction

This court has Jurisdiction Pursuant to South Carolina Code Ann. Sec. 15-78-20 Cum. SUPP. CIV. UNDER Tort Claims Act and as such this action has been commenced Pursuant to South Carolina Code Ann. Sec. 41-10-80 Cum. SUPP. CIV. Rayfield v. Department Of Correction, 374 S.E.2d 910 (1988); Bennett v. Lambroukas, 401 S.E.2d 438 (1991) to recover unpaid wages.

Preliminary Statement

This complaint has been amended to add new Plaintiffs and defendants. Furthermore, it likewise changes factual allegations by adding to ones already alleged as well as changes some of allegations asserted in 2, b, 15 Cause Of Action, *inter alia*, adds to the relief requested.

Therefore, the amended complaint shall serve as the actual complaint Plaintiff Proceeds on and dismisses and abrogates original filed January 24th, 2002, and has been served on all Parties.

First Cause

The defendants Ellis, Carullo, entered a contract and knowingly, willfully failed to honor its terms.

Second Cause

4377

Defendant Williams Tech agreed to Pay \$9.00 an hour for all inmates who worked at Plant.

(249)

(3)

Third Cause

Defendants Scoc, Ellis, Carullo, had a legal obligation to pay this to class Plaintiffs.

Fourth Cause

Defendants violated their trust with defendant Williams Technologies and class Plaintiffs by not doing so.

Fifth Cause

Defendant Ellis, Carullo, Scoc, when asked to do so, refused to appropriate money given to them for class Plaintiffs and mismanaged money.

Sixth Cause

Defendants Scoc, Ellis, Carullo, has failed to set-up an escrow account for class Plaintiffs.

Seventh Cause

Defendants has violated state statutory provision which required them to set-up this account and denies class Plaintiff opportunity to send money to people of his choice.

Eighth Cause

4378

250

(4)

All defendants had an obligation under law to pay class Plaintiffs minimum wage.

Ninth Cause

The defendants have failed to pay wages similar to those in community.

Tenth Cause

The defendants Senc. Ellis, Corullo knowingly and willfully refrained from securing minimum wage.

Eleventh Cause

Defendants Senc. Ellis, Corullo, acted contrary to law when they negotiated a contract at a rate below minimum wage.

Twelfth Cause

Defendants Senc. Corullo and Ellis committed fraud when they did not pay wages to class Plaintiffs what was being given to them.

Thirteenth Cause

4379

Defendants have defrauded all those interested or have an interest in work performed.

(5)

Fourteenth Cause

Defendant William Tech. knew this to be going on but refused to correct this.

Fifteenth Cause

Defendants knowingly entering into this contract that violates law has harmed class Plaintiffs.

Sixteenth Cause

Defendants have conspired together to deprive class Plaintiffs from paying taxes.

Seventeenth Cause

By defendant Williams Tech. paying below minimum wage they sought to avoid paying taxes.

Eighteenth Cause

Defendant Williams Tech. knew contract was illegal but disregarded it.

Nineteenth Cause

4380

Defendants Sen. Elin. Canullo did not protect class Plaintiff from this kind of harm.

252

(6)

Twentieth Cause

Defendants Seco, Carullo, Ellis, knew law relates to us and directly and indirectly imposes a duty on them to guard against or not cause harm.

Twenty-First Cause

Defendants knew individuals in statute intended to protect was class Plaintiffs.

Twenty-Second Cause

Defendants knew or had reason to know the harm to class Plaintiffs by not following law.

Twenty-Third Cause

Defendants know class Plaintiffs are this protected class within law.

Twenty-Fourth Cause

Defendants have been given sufficient authority to engage and enter into contractual agreements, and violated laws when doing so and harmed class Plaintiffs.

Twenty-Fifth Cause

4381

(253)

Defendants have not ensured class Plaintiff work conditions are same as community.

Twenty-Sixth Cause

Defendants have failed to pay overtime, holiday, weekend wages according to law.

Twenty-Seventh Cause

Defendants have engaged in unlawful labor, trade practices.

Twenty-Eighth Cause

Defendants have violated state/federal tax, labor, health, contracts and other laws by their actions, inactions.

Relief Requested

Defendants: Pay all overtime, holiday, weekend wages in accordance with law.

Defendants: Pay class Plaintiffs back wages, with interest.

Defendants: Pay wages equal to what is paid on jobs done before inmates obtained employment.

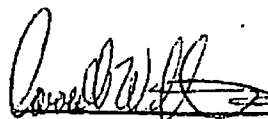
4382

Defendants: Pay treble Damages for not paying required minimum

254

Defendants: Provide Proper care to class Plaintiffs with adequate protective clothing and medical care.

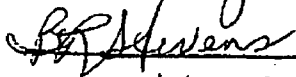
Wherefore, Plaintiffs Pray for relief.



Darrell W. Williams / Plaintiff / Pro Se

Sworn To Before Me This

20 day of June, 2002.



Notary Public 12/

My Commission Expires: 12/05/05

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

) IN THE COURT OF COMMON PLEAS
) FOR THE FIRST JUDICIAL CIRCUIT
) CASE NO.:

)
) DARRELL WILLIAMS, Class Representative,
) LAWRENCE GREEN, ARCHIE SIMMONS,
) WILLIE KELLY, MCGILL BAILEY,
) KEITH KELLY, GENE RICHARDSON,
) CLARK GREEN, KEVIN COMMANDER,
) RUSSELL DEAS, TONEY FRYSON,
) JAMES FENO, GLADSTONE CUMMINGS,
) CALVIN DRUMMOND, VICTOR BROWN,
) ZAWASKI COBB, STANLEY GARRETT,
) DAVID HARRELL, RICHARD CHEEKS,
) TIMOTHY BROWN, MICHAEL FLOYD,
) LARRY SMITH, CHRISTOPHER MARSHALL,
) PERCY MARTIN, MALIK ALJALIL,
) ANDRE GIBSON, AARON GLEASON,
) HOWARD GRANT, LESLIE BROWN,
) DEREK CARTER, KENNETH CARTER,
) CARLOS GILMORE, SHANNON HICKS,
) BRUCE HOUSER, JAMES MIXSON,
) WILLIE HARE, MICHAEL MCCLINTON,
) STANLEY DAVIS, SHELDON CLARK,
) MATIN MUNTAGIM, JOHNNY HOLDEN,
) NIKIA LAW, HARRY LEONARD,
) MARK LIPSCOMB, STEVEN LOVE,
) NICHOLAS LAMBROS, THOMAS JOHNSON,
) MICHAEL WATSON, CURTIS THOMPSON,
) RALPH SELLARS, STEPHEN LEASE,
) EARL MACK, DAVID MATTHEWS,
) JEROME SCOTT, CHARLES MORRISON,
) JAMES SATTLER, ORLANDO WILLIAMS,
) RICHARD BUTLER, NATHAN LEGRAND,
) NEHEMIAH GREENE, TYRONE AIKEN,
) KENNETH WHITE, RICHARD GRAHAM,
) DARYL ROBINSON, CHAUNCY ORR,
) JOSEPH SCHMITZ, ALVIN STEWART,
) ROBERT GREGORY, HAROLD ROBERSON,
) REGINALD CHRISTOPHER, HEYWARD DEMPSEY,
) HERIBERTO CLARKE, SAMUEL MASON,
) GILBERT MASIA, JAMES MURRAY,
) ROBERT NORRIS, CHARLES BURROUGH,
) LORENZO DALY, CHRIS KING,
) JERRY HODGE, WILLIE LASTER,
) ERNEST MILLER, RICHARD NEWMAN,
)

35 4384

RONNIE JONES, FRANCIS ACKERMAN,)
 WILLIAM MILLER, JOHN WOJCIK,)
 JAMIE BLOODWORTH, TODD BREWER,)
 RONALD SIMMONS, MICHAEL NELSON,)
 JAMES SCOTT, LUTHER GREGORY,)
 GARY HAYES, MICHAEL BAYLOR,)
 LEROY BERNTSEN, ISAAC BLAKE,)
 GARY FORREST, CHRIS STEELE,)
 ERIC BRAGG, RONALD BARNEY,)
 MARCUS CAMPBELL, JOHNNY MAYES,)
 RAYMOND LIVINGSTON, JAMES TRUMPER,)
 KAMATHENE COOPER, HAROLD SHARPE,)
 MAXIE GAMBLE, FRANK ANDERSON,)
 RAY GADSDEN, CALVIN BYRD,)
 LARRY GREEN, ALVIN WHITE,)
 CHARLES CHATMAN, LEROY CHOICE,)
 HARLON EDGER, PERRY DEVEAUX,)
 DARRYL BEASLEY, STEPHEN PADDGCK,)
 DENNIS GOFF, JOE THOMPSON,)
 PERCY BOOTH, JOHNNY HAYES,)
 JAMES MCGADDEN, HENRY BAKER,)
 WAYMON NEWTON, EDELL MCNEILL,)
 ANTONIO RICHARDSON, LINSO ALLEN,)
 WILBERT MILLS, CHUCK JACKSON,)
 TIMOTHY WILSON, KERLAN ETHERIDGE,)
 MATTHEW COOPER, SAMUEL MARTIN,)
 KENNETH ROUSE, WILSON KINARD,)
 TONY FAIR, EDWARD WESSON,)
 RODNEY LADSON, JEROME DURHAM,)
 EVERISTO CASTANA, STEVIE HANNA,)
 RANDY GUTHERY, MITCHELL CANTY,)
 GREGORY GRANT, TERRELL BUCHANON,)
 HERBERT DORSEY, FRED RANDALL,)
 CHARLES RISH, GERMAINE PRINGLE,)
 CURLEY KEENON, RODNEY VEREEN,)
 STEPHEN VEREEN, DONNIE BRACEY,)
 EDWARD SIMPSON, JERRY BUTLER,)
 EDWARD BEST, JAMMIE GAYMON,)
 TYRONE ANCRUM, FRANKLIN MILFORD,)
 WILLIAM MILLS, JAMES WILBANKS,)
 RONALD YOUNG, LEONARD GARNER,)
 LAMAR ANDERSON, WAYNE HARLEN,)
 LEVARRIO SIMMONS, TONY WHITT,)
 ROBERT WYDMAN, JAMES WELLS,)
 ROBERT DOBY, ARTHUR SCOTT,)
 JOHN HUNLEY, CHAUNCEY THOMAS,)

36 4385

TONY MCNEIL, WINSTON FIELDS,
MATTHEW COOPER, STONEY MCCLENDON,
BARON COBBS, JOHNATHAN MATTHEWS,
CECIL DANIELS, SHAROD WASHINGTON,
PETE BRYANT, ALAIN LAREAU,
STEVEN HICKENBOTTOM, ALFRED JOYNER,
MARVIN STEVENSON, JOSEPH SAMPSON,
ANTHONY ENGLISH, PATRICK CURTIS,
CHARLES BENNETT, DAVID MORGAN,
OTIS CHISHOLM, ELWOOD WHITE,
DERRIAN SPANN, CEDRIC WHITE,
JAMES JACKSON, LAZARUS BRANNON,
GILBERT KING, CEDRIC PARTLOW,
NATHAN HODGE, MARK KRISKOV,
PETER JENKINS, KENNETH SIMMONS,
TAURUS BOWMAN, QUINTIN DANIELS,
WILLIAM THOMAS, CLIFTON CURTIS,
DENNIS RICHEY, LARRY REED,
BRUCE DAVIS, HOWARD GRANT,
JOHN MOULTRIE, RAYMOND PITCHERS,
VIRGIL SIMPSON, BERNARD FELDER,
BERNARD LAUX, JOE PANNELL,
PATRICK SIMMONS, SIDNEY TAYLOR,
MENDELL STONE, MICHAEL BENNINGER,
ROYCE CARSON, GEORGE HALL,
SHAWN WHITE, DON ROBINSON,
LARKLAND RICHARDS, ROBERTO LNU,

Plaintiffs,

vs.

SOUTH CAROLINA DEPARTMENT OF
CORRECTIONS and WILLIAMS TECH-
NOLOGIES, INC.,

Defendants.

S U M M O N S

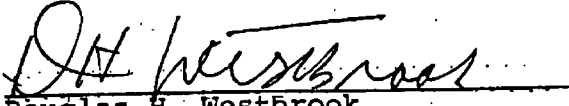
TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended
Complaint in the above entitled action, a copy of which is hereby

CERTIFIED COPY
FEB 12 AM 10:53
Cliff H. H. H.
Clerk of Court
Circuit Court
Circuit Court

37 4386

served upon you, and to serve a copy of your Answer to said Amended Complaint upon the Plaintiffs' attorney, Douglas H. Westbrook, 23 Broad St., Charleston, SC, 29401, within thirty (30) days from the date of service hereof, exclusive of the day of such service; and, if you fail to answer the Amended Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for judgment by default for the relief demanded in the Amended Complaint.


Douglas H. Westbrook
23 Broad St.
Charleston, SC 29401
(843) 853-9600

ATTORNEY FOR PLAINTIFFS

38

4387

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO.:

CASE NO.:

1. The first group of students (Group A) was assigned to read the text and identify the main idea of each paragraph. They were then asked to write a short summary of the text in their own words.

RONNIE JONES, FRANCIS ACKERMAN,)
 WILLIAM MILLER, JOHN WOJCIK,)
 JAMIE BLOODWORTH, TODD BREWER,)
 RONALD SIMMONS, MICHAEL NELSON,)
 JAMES SCOTT, LUTHER GREGORY,)
 GARY HAYES, MICHAEL BAYLOR,)
 LEROY BERNTSEN, ISAAC BLAKE,)
 GARY FORREST, CHRIS STEELE,)
 ERIC BRAGG, RONALD BARNEY,)
 MARCUS CAMPBELL, JOHNNY MAYES,)
 RAYMOND LIVINGSTON, JAMES TRUMPER,)
 KAMATHENE COOPER, HAROLD SHARPE,)
 MAXIE GAMBLE, FRANK ANDERSON,)
 RAY GADSDEN, CALVIN BYRD,)
 LARRY GREEN, ALVIN WHITE,)
 CHARLES CHATMAN, LEROY CHOICE,)
 HARLON EDGER, PERRY DEVEAUX,)
 DARRYL BEASLEY, STEPHEN PADDOCK,)
 DENNIS GOFF, JOE THOMPSON,)
 PERCY BOOTH, JOHNNY HAYES,)
 JAMES MCGADDEN, HENRY BAKER,)
 WAYMON NEWTON, EDELL MCNEILL,)
 ANTONIO RICHARDSON, LINSO ALLEN,)
 WILBERT MILLS, CHUCK JACKSON,)
 TIMOTHY WILSON, KERLAN ETHERIDGE,)
 MATTHEW COOPER, SAMUEL MARTIN,)
 KENNETH ROUSE, WILSON KINARD,)
 TONY FAIR, EDWARD WESSON,)
 RODNEY LADSON, JEROME DURHAM,)
 EVERISTO CASTANA, STEVIE HANNA,)
 RANDY GUTHERY, MITCHELL CANTY,)
 GREGORY GRANT, TERRELL BUCHANON,)
 HERBERT DORSEY, FRED RANDALL,)
 CHARLES RISH, GERMAINE PRINGLE,)
 CURLEY KEENON, RODNEY VEREEN,)
 STEPHEN VEREEN, DONNIE BRACEY,)
 EDWARD SIMPSON, JERRY BUTLER,)
 EDWARD BEST, JAMMIE GAYMON,)
 TYRONE ANCRUM, FRANKLIN MILFORD,)
 WILLIAM MILLS, JAMES WILBANKS,)
 RONALD YOUNG, LEONARD GARNER,)
 LAMAR ANDERSON, WAYNE HARLEN,)
 LEVARRIO SIMMONS, TONY WHITT,)
 ROBERT WYDMAN, JAMES WELLS,)
 ROBERT DOBY, ARTHUR SCOTT,)
 JOHN HUNLEY, CHAUNCEY THOMAS,)

40

4389

TONY MCNEIL, WINSTON FIELDS,
MATTHEW COOPER, STONEY MCCLENDON,
BARON COBBS, JOHNATHAN MATTHEWS,
CECIL DANIELS, SHAROD WASHINGTON,
PETE BRYANT, ALAIN LAREAU,
STEVEN HICKENBOTTOM, ALFRED JOYNER,
MARVIN STEVENSON, JOSEPH SAMPSON,
ANTHONY ENGLISH, PATRICK CURTIS,
CHARLES BENNETT, DAVID MORGAN,
OTIS CHISHOLM, ELWOOD WHITE,
DERRIAN SPANN, CEDRIC WHITE,
JAMES JACKSON, LAZARUS BRANNON,
GILBERT KING, CEDRIC PARTLOW,
NATHAN HODGE, MARK KRISKOV,
PETER JENKINS, KENNETH SIMMONS,
TAURUS BOWMAN, QUINTIN DANIELS,
WILLIAM THOMAS, CLIFTON CURTIS,
DENNIS RICHEY, LARRY REED,
BRUCE DAVIS, HOWARD GRANT,
JOHN MOULTRIE, RAYMOND PITCHERS,
VIRGIL SIMPSON, BERNARD FELDER,
BERNARD LAUX, JOE PANNELL,
PATRICK SIMMONS, SIDNEY TAYLOR,
MENDELL STONE, MICHAEL BENNINGER,
ROYCE CARSON, GEORGE HALL,
SHAWN WHITE, DON ROBINSON,
LARKLAND RICHARDS, ROBERTO LNU,

Plaintiffs,

vs.

SOUTH CAROLINA DEPARTMENT OF
CORRECTIONS and WILLIAMS TECH-
NOLOGIES, INC.,

Defendants.

A M E N D E D
C O M P L A I N T

Plaintiffs, complaining of the Defendants, would show unto the
Court as follows:

FIRST CAUSE OF ACTION
(S.C. CODE 24-3-430)

1. The Plaintiffs are present and former inmates at Lieber Correctional Institution in Dorchester County, South Carolina, who, during the period 1999 to present, have been employed by Williams Technologies, Inc. in a prison industries service work program. Plaintiffs' work involved the disassembly of used transmissions, cleaning the parts, and returning them to the companies from whence they came.

2. The Defendant South Carolina Department of Corrections (SCDC) is the South Carolina State agency which operates and maintains the prison system, including the Lieber Correctional Institution.

3. The Defendant Williams Technologies, Inc. (Williams) is a corporation organized and existing under the laws of the State of South Carolina, is authorized and does business in Dorchester County, South Carolina, and at all times material to this action was the employer of the Plaintiffs at Lieber Correctional Institution in a prison industries service work program established pursuant to S.C. Code 24-3-430(A).

4. This Honorable Court has jurisdiction of the parties and subject matter herein pursuant to S.C. Constitution, Art. V, Sec. 11; S.C. Code 24-3-430; 15-78-100(b); 41-10-10, et seq.; and the common law of South Carolina. Also, venue is proper in Dorchester County, South Carolina pursuant to S.C. Code 15-78-100(b), which requires that any action be brought in the county where the act

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or omission occurred.

5. Plaintiff Darrell Williams brings this action on his own behalf, and pursuant to South Carolina Rules of Civil Procedure 23, as representative of a class defined as follows:

All inmates, past and present, who, since Jul. 01, 1992, have worked in the Williams/Lieber service work program.

6. The members of the Plaintiff class are so numerous as to make joinder of all members impractical. The precise number of members is unknown, however, it is believed that class membership will exceed dozens if not hundreds of people. Many members, on information and belief, will be ascertainable from information and records in possession of the Defendants.

7. There are questions of law and fact common to Plaintiff Williams and to all members of the Plaintiff class. Such questions, on information and belief, will predominate over questions affecting the individual Plaintiff or members of Plaintiff class, as the unlawful activity alleged herein is generally applicable to Plaintiff Williams and all class members. Among the questions of law and fact common to Plaintiff Williams and the class are:

(a) Whether Defendants paid Plaintiffs the correct wages under prevailing law;

(b) Whether Defendants made the correct deductions from wages under prevailing law;

(c) Whether, if Defendants failed to pay the correct wages, such failure constitutes gross negligence under the Tort Claims Act;

(d) Whether Williams was Plaintiffs' employer, and SCDC Williams' "agent", under S.C. Code 41-10-10(1);

(e) Whether SCDC and Williams should be enjoined from future violations, and mandated to pay Plaintiffs back wages.

8. Plaintiff Williams' claims are typical of the claims of the members of the Plaintiff class; they have all worked in the Williams/Lieber service work program, and on information and belief, have been underpaid under prevailing law.

9. Plaintiff Williams will fairly and adequately represent and protect the interests of the Plaintiff class, in that his interests are consistent with, and not antagonistic with, those of the Plaintiff class.

10. The amount in controversy exceeds \$100 for each member of the class.

11. Class action treatment of the matters at issue is superior to the alternative, because it will permit a large number of persons to prosecute their claims in a single forum, at one time, without the duplication of effort and expense that individual actions would involve.

12. Plaintiff Williams is aware of no difficulty in the manage-

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ment of this action as a class action to prevent it from being maintained.

13. Pursuant to S.C. Code 24-3-315, 430, the Director of the SCDC may establish, and in fact did establish with Williams from 1999 to present, a program involving the use of inmate labor in private industry for the provision of services; the Director may enter into, and in fact did enter into with Williams, contracts necessary to implement this program; the Director must determine prior to using inmate labor that the rates of pay and other conditions of employment are not less than those paid and provided for work of similar nature in the locality in which the work is performed; and, no inmate participating in the program may earn less than the prevailing wage for work of similar nature in the private sector.

14. Pursuant to Statutes at Large, No. 66, Section 37.31, effective July 1, 2001; and No. 289, Section 37.25, effective July 1, 2002, the Department of Corrections may negotiate the wage to be paid for prison industry service work, which wage may be less than the prevailing wage for work of a similar nature in the private sector.

15. Pursuant to S.C. Code 24-3-430(H) and 24-3-40(1)-(6), the Director of SCDC is required to deduct the following amounts from gross wages of the inmate:

(a) 20%, for any court ordered victim assistance, or to the State Office of Victim Assistance;

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(b) 35%, for any court ordered or agreed upon child support;
(c) 25%, for room and board, if there are no child support obligations;

(d) 10%, to the inmate, if there are no child support obligations;

(e) 10%, to the inmate, for purchase of incidentals;

(f) 10%, held in escrow for the inmate;

(g) Balance for any taxes required by law;

(h) Balance to the inmate.

16. Pursuant to S.C. Code 24-3-40(B), the SCDC is required to return an inmate's wages held in escrow as follows:

(a) An inmate released without community supervision must be given his escrowed wages upon release;

(b) An inmate serving a life or death sentence must be given the option of having his escrowed wages included in his estate, or distributed to the persons of his choice;

(c) An inmate released to community supervision shall receive \$200, or the escrow balance, whichever is less, upon release, with any remaining balance to be used by the inmate's probation officer to supply inmate's needs, and disburse the remainder to the inmate at the end of the supervision period.

17. During the period from 1999 to present, Plaintiff inmates have at all times performed the work required of them during their

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employment in the Williams/Lieber service work program.

18. The SCDC and Williams, in violation of law, have failed to pay Plaintiffs the proper compensation to which they were entitled, to wit:

(a) By paying them, in most cases, less than \$1.00 per hour, instead of the required prevailing wage for work of similar nature in the private sector; or the negotiated wage, as applicable to each inmate;

(b) In failing to make the required deductions and disbursements, or the correct ones, from gross wages, as applicable to each inmate; and

(c) In failing to return to released and life/death sentence inmates their proper wages held in escrow, as applicable to each inmate.

19. The SCDC and Williams have, by virtue of their failure to pay Plaintiffs the correct wages, become indebted to them in an amount to be determined by the Court.

20. As a direct and proximate result of the aforesaid violation, Plaintiffs have incurred, and are entitled to judgment against the Defendants, for lost wages in an amount to be determined by the Court; pre-judgment and post-judgment interest; costs; attorney fees under S.C. Code 15-77-300; and such further relief as the Court deems just and proper.

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SECOND CAUSE OF ACTION
(S.C. TORT CLAIMS ACT, NEGLIGENCE)

21. Plaintiffs incorporate by reference the allegations in paragraphs 1-20 above.

22. Defendant SCDC is a political agency, entity, body, and/or subdivision of the State of South Carolina, and as such, is subject to this action pursuant to the South Carolina Tort Claims Act, 15-78-10, et seq.

23. Pursuant to S.C. Code 24-3-40, 315, 420, and 430(D), the Defendants SCDC and Williams had the following statutory duties of care with respect to the Plaintiffs:

(a) To assure that Plaintiffs' rates of pay were not less than those paid for similar work in the locality, or not less than the negotiated rate;

(b) To assure the correct deductions and disbursements were made from Plaintiffs' gross wages; and

(c) To assure that released and life/death sentence inmates were paid the correct amounts from their escrow accounts.

24. The SCDC and Williams, through their agents and servants, were negligent, willful, wanton, careless, reckless, grossly negligent, and negligent per se at the time and places mentioned, in one or more of the following particulars:

(a) In failing to pay Plaintiffs the aforesaid prevailing locality wage, or the negotiated rate;

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(b) In failing to make the aforesaid correct deductions and disbursements from gross wages; and

(c) In failing to return to released and life/death sentence inmates the correct wages from escrow.

25. Pursuant to S.C. Code 15-78-40, the SCDC, as an agency of the State of South Carolina, has consented to be sued for its negligent and tortious conduct, as if a private individual, and is liable to the Plaintiffs for the injuries and damages resulting from the aforesaid conduct, which occurred within the scope of SCDC's employees' official duties and within the course of their employment.

26. As a direct and proximate result of the aforesaid negligent, willful, wanton, careless, reckless, grossly negligent, and negligent per se actions and inactions of the SCDC and Williams, through their agents and servants, Plaintiffs have incurred, and are entitled to judgment against, the Defendants for lost wages, in an amount to be determined by the Court; post-judgment interest; costs; and such further relief this Court deems just and proper.

THIRD CAUSE OF ACTION
(S.C. CODE 41-10-10, et seq.)

27. Plaintiffs incorporate by reference the allegations in paragraphs 1-26 above.

28. Pursuant to S.C. Code 41-10-10, et seq., Williams, as Plaintiffs' employer, and SCDC, which aided and abetted Williams, as Williams' agent pursuant to S.C. Code 41-10-10(1), were required to;

(a) Notify Plaintiffs in writing at the time of hiring of the normal hours and wages agreed upon, time and place of payment, and the deductions to be made from wages (41-10-30(A));

(b) Keep records of names and addresses of all employees, wages paid each payday, and deductions made for three years (41-10-30(B));

(c) Furnish each employee an itemized statement showing gross pay and deductions from pay for each pay period (41-10-30(C));

(d) Not improperly withhold or divert any portion of an employee's pay (41-10-40(C));

(e) Pay all wages due at the time and place designated (41-10-40(A)(D)); all of which, on information and belief, Defendants failed to do.

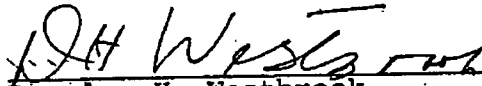
29. As a proximate result of the said violations, SCDC and Williams are indebted to Plaintiffs in the amount of three times the full amount of unpaid wages, in amounts to be determined by the Court; pre-judgment and post-judgment interest; costs; and attorney fees (41-10-80(C) and 15-77-300).

WHEREFORE, Plaintiffs pray for judgment against the Defendants in the following manner:

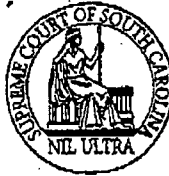
(a) First Cause of Action, for lost wages in amounts to be determined by the Court; pre-judgment and post-judgment interest; costs; attorney fees under S.C. Code 15-77-300; and such further relief as the Court deems just and proper;

(b) Second Cause of Action, for lost wages in amounts to be determined by the Court; post-judgment interest; costs; and such further relief as the Court deems just and proper;

(c) Third Cause of Action, three times the full amount of unpaid wages, in amounts to be determined by the Court; pre-judgment and post-judgment interest; costs; and attorney fees under S.C. Code 41-10-80(C) and 15-77-300.


Douglas H. Westbrook
23 Broad Street
Charleston, South Carolina 29401
(843) 853-9600

ATTORNEY FOR PLAINTIFFS



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211

(803) 734-1080

FAX (803) 734-1499

September 8, 2004

REMITTITUR

The Honorable Barbara A. Scott
1701 Main St
PO Box 2766
Columbia, SC 29202-2766

Re: Adkins, Richard, et al. v. SCDC - 2000-CP-40-04761

Dear Ms. Scott:

The above referenced matter is hereby remitted to the trial court. A copy of the judgment of this Court is attached.

Very truly yours,

Daniel E. Shearouse
CLERK

DES/jjp

Enclosure

cc: (without enclosure)
Harry Leslie Devoe, Jr., Esquire
Lake E. Summers, Esquire
Vinton D. Lide, Esquire

FILED
2004 SEP-9 AM 8:31
BARBARA A. SCOTT
C.C.C. & G.S.

08 JUL 2008

CERTIFIED TRUE COPY
OF ORIGINAL FILED

Barbara A. Scott
C.C.C.P. & G.S.
RICHLAND COUNTY
SOUTH CAROLINA

4401

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DOC #15 n.

Tittus, Albert Todd, Donald Todd,
Stevie Upton, Richard Ward, Frank
Weathers, Herman Whitehead,
Anthony Wilson, and Charlie Wright,

Appellants,

v.

South Carolina Department of
Corrections,

Respondent.

Appeal From Richland County
Joseph M. Strickland, Circuit Court Judge

Opinion No. 25860
Heard April 21, 2004 - Filed August 23, 2004

AFFIRMED IN RESULT

Harry Leslie Devoe, Jr., of New Zion, for Appellants.

Lake E. Summers and Vinton D. Lide, both of Vinton D. Lide
& Associates, of Lexington, for Respondent.

JUSTICE WALLER: This case involves interpretation of S.C. Code Ann. Sections 24-3-40, 24-3-410, and 24-3-430 (Supp. 2002) (the Prevailing Wage statutes). Appellants, Inmates confined within the South Carolina Department of Corrections (DOC), instituted this action asserting they were entitled to certain wages pursuant to the statutes. The circuit court ruled the statutes provided no private right of action for Inmates. We affirm in result.

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THE STATE OF SOUTH CAROLINA
In The Supreme Court

Richard Adkins, Shakur Ali, Kelly
Ayers, Phillip Barnett, Terry
Beachum, Phillip Bennett, Bobby
Boozer, John Brannon, Christopher
Brown, Norman Bryson, Bernard
Byrd, Sirrico Burnside, Bradley Cain,
Donnie Clark, Francis Coker, John
Cosby, Robert Davila, Billy Joe
Davis, Bobby Davis, Terry Elliott,
David Ellison, Robert Elmore, Garnell
Evans, Anthony Frazier, Calvin
Garrett, Charles Gove, Willie Gray,
William Griffin, Claude Hamrick,
Floyd Hamilton, David Harig, James
Heatherly, James Hicks, Demetric
Hill, Joey Irby, William Joel Jackson,
Hubert Jacobs, James Jeffries, Robert
Jones, Robert Johnson, Andrew Kelly,
Willie Ladson, Ricky Major, Alvin
Manigault, Lavaul Manigault, Larry
McClary, Earl McCoy, Benjamin
McInnis, Phillip Meredith, Randall
Miller, John Millwood, Johnny
Minter, Timothy Moore, Tony
Mossberg, Jerry Neal, Kendrick
Nesbitt, Walter Owens, Ricky Paige,
Gerald Pridmore, Darrell Pryor,
Ronald Pryor, David Teiner, Gregory
Scott, Michael Scott, Michael Shell,
Robert Simpson, Ralph Sims,
Christopher Smith, Arthur
Stephenson, Dean Stevens, Leroy
Sullivan, Dennis Thomason, Douglas
Thompson, Eric Thompson, Douglas

4403

2004 SEP -9 AM 8:31
BARBARA A. SCOTT
C.C.C. & G.S.

FILED

FACTS

Inmates, while housed at Tyger River Correctional Institute, were employed in a Prison Industries/Private Sector Program, for Standard Plywoods, making "Anderson Hardwood Floors." At the time of their initial employment, Inmates were paid a .25 per hour "training wage." After 160 hours, they were paid a .75 per hour "training wage."¹ After completion of 320 hours, Inmates were paid the minimum wage of \$5.15 per hour.

Inmates filed this Tort Claims action,² maintaining their training wages and hourly wages did not satisfy the Prevailing Wage statute, S.C. Code Ann. § 24-3-430(D),³ they contended the prevailing wage for work of a similar nature ranged from \$9.00-\$14.00 per hour, and that DOC's failure to pay wages in accordance with the statute was grossly negligent.

The circuit court ruled the applicable statutes did not give rise to a private cause of action in Inmates. The court further held the DOC was paying Inmates in accordance with the statutes, and that, in any event, Inmates had not established DOC's method of payment was grossly negligent, as required to maintain a Tort Claims action.

ISSUE⁴

Did the circuit court err in holding the Prevailing Wage statutes did not create a private right of action in Inmates?

DISCUSSION

In 1995, the General Assembly enacted § 24-3-430, authorizing the DOC to use inmate labor in private industry. Section 24-3-430 provides:

¹ The policy of paying a training wage ended July 1, 1999.

² S.C. Code Ann. § 15-78-10 et seq.

³ Section 24-3-430 (D) provides that "[n]o inmate participating in the program may earn less than the prevailing wage for work of similar nature in the private sector."

⁴ In light of our holding, we need not address Inmates' claim that the trial court erred in denying their motion to transfer the case to the jury roster.

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- (A) The Director of the Department of Corrections may establish a program involving the use of inmate labor by a nonprofit organization or in private industry for the manufacturing and processing of goods, wares, or merchandise or the provision of services or another business or commercial enterprise considered by the director to enhance the general welfare of South Carolina. . . . Inmates participating in such labor shall not benefit in any manner contradictory to existing statutes.
- (B) The director may enter into contracts necessary to implement this program. The contractual agreements may include rental or lease agreements for state buildings or portions of them on the grounds of an institution or a facility of the Department of Corrections and provide for reasonable access to and egress from the building to establish and operate a facility.
- (C) An inmate may participate in the program established pursuant to this section only on a voluntary basis and only after he has been informed of the conditions of his employment.
- (D) No inmate participating in the program may earn less than the prevailing wage for work of similar nature in the private sector.**
- (E) Inmate participation in the program may not result in the displacement of employed workers in the State of South Carolina and may not impair existing contracts for services.
- (F) Nothing contained in this section restores, in whole or in part, the civil rights of an inmate. No inmate compensated for participation in the program is considered an employee of the State.
- (G) No inmate who participates in a project designated by the Director of the Bureau of Justice Assistance pursuant to Public Law 90-351 ~~is eligible for unemployment compensation upon termination~~ from the program.

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(H) The earnings of an inmate authorized to work at paid employment pursuant to this section must be paid directly to the Department of Corrections and applied as provided under Section 24-3-40.⁵

Inmates assert the circuit court erred in ruling the "the prevailing wage statute did not create a right to sue for [them] and was not enacted for [their] benefit."

Initially, we note that the DOC's failure to pay a certain wage simply does not constitute a tort so as to be cognizable under the Tort Claims Act. Further, even if this were a Tort Claims case, the circuit court correctly ruled the DOC was immune from liability under S.C. Code Ann. § 15-78-60(5)(governmental entity not liable for loss resulting from the exercise of discretion or judgment by the governmental entity or employee or the performance or failure to perform any act or service which is in the discretion or judgment of the governmental entity or employee). In any event, we agree with the circuit court that the statutes relied upon by Inmates do not give rise to a private, civil cause of action.

The primary consideration in deciding whether a private cause of action should be implied under a criminal statute is legislative intent. Dorman v. Aiken Communications, Inc., 303 S.C. 63, 398 S.E.2d 687 (1990). "The legislative intent to grant or withhold a private right of action for violation of a statute or the failure to perform a statutory duty, is determined primarily from the language of the statute. . . . In this respect, the general rule is that a statute which does not purport to establish a civil liability, but merely makes provision to secure the safety or welfare of the public as an entity is not subject to a construction establishing a civil liability." Whitworth v. Fast Fare Markets of South Carolina, Inc., 289 S.C. 418, 420, 338 S.E.2d 155, 156 (1985). Where a statute does not specifically create a private cause of action, one can be implied **only if the legislation was enacted for the special benefit of a private party.** Citizens for Lee County v. Lee County, 308 S.C. 23, 416 S.E.2d 641 (1992) (emphasis supplied). Given that the overall

⁵ Section 24-3-40 allows an inmate's wages to be distributed for restitution, child support, purchase of incidentals for the inmate, state and federal taxes, and 10% in an interest bearing account for the benefit of the prisoner.

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purpose of the prevailing wage statute is to prevent unfair competition, and to aid society and the public in general, we cannot conclude that the statutes in question were enacted for the special benefit of Inmates.

Section 24-3-410 is entitled "Sale of prison-made products on open market generally prohibited; penalties." Violation of the statute is a misdemeanor and, upon conviction, a person must be fined not less than two hundred nor more than five thousand dollars or imprisoned for not less than three months nor more than one year, or both. S.C. Code Ann. § 24-3-410(C). Although section 24-3-430 does not specifically set forth criminal penalties, section 24-3-420 states that "Any person who willfully violates any of the provisions of this article other than § 24-3-410 shall be guilty of a misdemeanor and, upon conviction, shall be confined in jail not less than ten days nor more than one year, or fined not less than ten dollars nor more than five hundred dollars, or both, in the discretion of the court." Nothing in the statutes indicates a legislative intent to create civil liability for a violation of the statutes. Accordingly, they do not give rise to a private right of action.⁶ Cf., Linder v. Insurance Claims Consultants, Inc., 348 S.C. 477, 560 S.E.2d 612 (2002) (criminal statutes which prohibit unauthorized practice of law do not give rise to private right of action); Dorman v. Aiken Communications, Inc., 303 S.C. 63, 398 S.E.2d 687 (1990) (construing § 16-3-730, prohibiting publication of name of victim of criminal sexual conduct, as a criminal statute created primarily for the protection of the public, such that it does not create a private right of action).⁷

⁶ The trial court relied upon federal cases interpreting the Ashurst-Sumners Act, 18 U.S.C. § 1761, to support its findings that the prevailing wage statute does not give rise to a private cause of action in inmates. In light of our holding, we need not address federal caselaw. However, we note the trial court's ruling is supported by the caselaw. See Harker v. State Use Industries, 990 F.2d 131 (4th Cir.), *cert. denied* 510 U.S. 886 (1993); McMaster v. Minnesota, 819 F.Supp. 1429 (D. Minn. 1993).

⁷ The concurrence would hold inmates have a private cause of action under the South Carolina Payment of Wages Act. S.C. Code Ann. §§ 41-10-10, *et seq.* (Supp. 2003). However, S.C. Code Ann. § 41-10-80(C) provides that "[i]n case of any failure to pay wages due to an employee . . . the employee may recover in a civil action." Notably, section 24-3-430 (F) of the Prevailing Wage statute specifically states that "[n]o inmate compensated for participation in the program is considered an employee of the State." (emphasis added). In my view, this further evinces a legislative intent not to create a private right of action.

However, notwithstanding our holding that Inmates have no private civil cause of action, they are not without a remedy. In accordance with the companion case of Wicker v. State, Op. No. 25859 (S.C. Sup. Ct. filed August 23, 2004), we hold Inmates may file an inmate grievance to protest DOC's failure to pay wages in accordance with the mandatory statutory provisions.

AFFIRMED IN RESULT.

TOAL, C.J., MOORE and BURNETT, JJ., concur. PLEICONES, J., concurring in a separate opinion.

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JUSTICE PLEICONES: I agree with the majority that the inmates in this matter do not have a cause of action under the Tort Claims Act. I conclude, however, that the Prevailing Wage Statute⁸ was intended for the benefit of the inmates.⁹ Citizens for Lee County v. Lee County, 308 S.C. 23, 416 S.E.2d 641 (1992). In my opinion, the fact that the Legislature provided for the distribution of part of these wages to pay the inmate's legal obligations while incarcerated, and included a provision providing for the return of the wages escrowed for the inmate's benefit upon his release, is evidence that § 24-3-430 was intended for the welfare of the inmate, not the general public. S.C. Code Ann. § 24-3-40 (Supp. 2003). I would hold that an inmate who claims not to have been paid the prevailing wage is entitled to proceed under the South Carolina Payment of Wages Act. S.C. Code Ann. §§ 41-10-10, *et seq.* (Supp. 2003).¹⁰ Accordingly, I concur in the majority's decision upholding the circuit court's dismissal of this Tort Claims suit, but do not join the holding that the inmates' remedy is an administrative grievance.

⁸ S.C. Code Ann. § 24-3-430 (Supp. 2003).

⁹ I agree that it was also intended for the benefit of private industries whose products or services could be impacted if unfair competition resulted from underpayment of wages to inmate laborers.

¹⁰ Under the Payment of Wages Act, "Employer" is defined to include the employer and that employer's agents. § 41-10-10(1). The Prison Industries Act provides "the employer of a prisoner authorized to work . . . in a prison industry program . . . shall pay the wages directly to the Department of Corrections . . ." and then requires the Department to distribute those wages. § 24-3-40. In my opinion, the Department of Corrections, as agent of the employer, is subject to an inmate's claim made pursuant to the Payment of Wages Act.



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211

(803) 734-1080

FAX (803) 734-1499

September 8, 2004

REMITTITUR

The Honorable Jackie S. Bowers
1226 College St Rm 7
PO Drawer 10
Newberry, SC 29108-0278

FILED
NEWBERRY COUNTY
2004 SEP -9 P 1:20
JACKIE S. BOWERS
CLERK OF COURT

Re: Wicker, Bennie v. SCDC - 2001-CP-36-00330

Dear Ms. Bowers:

The above referenced matter is hereby remitted to the trial court. A copy of the judgment of this Court is attached.

Very truly yours,

Daniel E. Shearouse
CLERK

DES/jjp

Enclosure

cc: (without enclosure)
Lake Eric Summers, Esquire
Bennie Wicker, Jr., #122304

I, Jackie S. Bowers, Clerk of Court, Newberry, South Carolina, do hereby certify that this is a true copy of the original on file in this office.

Jackie S. Bowers

Clerk of Court

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THE STATE OF SOUTH CAROLINA
In The Supreme Court

Bennie Wicker,

Respondent,

v.

South Carolina Department of
Corrections,

Appellant.

I, Jackie S. Bowers, Clerk of Court, Newberry,
South Carolina, do hereby certify that this is a true
copy of the original on file in this office.

AFFIRMED

Jackie S. Bowers
Clerk of Court

JUN 10 2008

Appeal From Newberry County
James W. Johnson, Jr., Circuit Court Judge

JACKIE S. BOWERS
CLERK OF COURT

2008 SEP -9 P 1:20

FILED
NEWBERRY COUNTY

Opinion No. 25859

Submitted April 21, 2004 - Filed August 23, 2004

Lake Eric Summers, of Vinton D. Lide & Associates, of Lexington,
for Appellant.

Bennie Wicker, Jr., of Bennettsville, pro se.

JUSTICE WALLER: This is a direct appeal from an order of the circuit court which affirmed the decision of the Administrative Law Judge (ALJ). The ALJ held that Respondent, Bennie Wicker, was entitled to be compensated the prevailing wage of \$5.25 per hour for the time he was in training for his employment at the South Carolina Department of Corrections (DOC) Division of Prison Industries. We affirm.

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FACTS

Wicker, while an inmate at Evans Correctional Institute, participated in the Prison Industries Program. During the first 320 hours of his employment, he was paid .25-.75 per hour; he was thereafter paid an hourly wage of \$5.25. He filed an inmate grievance contending his training wages violated the Prevailing Wage Statute, S.C. Code Ann. § 24-3-430(D) (Supp. 2002). The DOC denied his appeal, and he appealed to the Administrative Law Judge (ALJ). The ALJ reversed the DOC's decision, finding Wicker was entitled to the prevailing wage during his first 320 hours of employment, and finding no authority for the DOC to deviate from the plain requirement of § 24-3-430. Accordingly, the DOC was ordered to compensate Wicker at a rate of \$5.25 per hour for his first 320 hours of work. The circuit court affirmed.

ISSUE

Did the circuit court err in holding Wicker was entitled to a \$5.25 per hour training wage?

DISCUSSION

The statutes under which Wicker seeks relief are part of a statutory scheme creating a Prison Industries (PI) program to provide for employment of convicts and utilize their labor for self-maintenance and reimbursement of expenses. See S.C. Code Ann. § 24-3-310 (Supp. 2003). In 1995, the General Assembly enacted S.C. Code Ann. § 24-3-430, authorizing the DOC to use inmate labor in private industry. Section 24-3-430 (D) provides that, "[n]o inmate participating in the program may earn less than the prevailing wage for work of similar nature in the private sector." Wicker filed an inmate grievance with the DOC, alleging his training wage of .25-.75 per hour was in violation of the statute. The DOC denied his grievance and he appealed to the ALJ, who reversed. The ALJ found no statutory authority for DOC to pay Wicker less than the prevailing wage; the circuit court affirmed.

The DOC appeals, contending the statutes under which Wicker seeks relief do not entitle him to the prevailing wage, and asserting the ALJ was without subject-matter jurisdiction to hear his appeal.

4412

As recognized in the companion case of Adkins v. South Carolina Dep't of Corrections, Op. No. 25860 (S.C. Sup. Ct. filed August 23, 2004), we agree with the DOC that section 24-3-430 (D) does not give rise to a private, civil cause of action in Wicker. However, simply because Wicker may not file a civil claim for damages in circuit court does not mean he is without any remedy. There are numerous issues relating to inmates which, although not giving rise to a private, civil cause of action, are nonetheless grievable through DOC's internal grievance processes. For example, although inmates may not sue for civil damages on matters relating to parole, work release, or work credits, they may enforce such rights via DOC grievance procedures. We find no reason such procedures should not apply when an inmate challenges the wages he or she is being paid, particularly where there is a statute mandating payment of the prevailing wage. Accordingly, we hold that although Wicker has no claim for civil damages, he properly filed a grievance with the DOC.

The DOC also contends, citing the ALJD's en banc decision in McNeil v. South Carolina Dept. of Corrections, 02-ALJ-04-00336-AP (filed Sept. 5, 2001), that the ALJ was without subject-matter jurisdiction to review its denial of Wicker's grievance. We disagree.

We find that where, as here, the state has created a statutory right to the payment of a prevailing wage, it cannot thereafter deny that right without affording due process of law. Cf. Piatt v. MacDougall, 773 F.2d 1032, 1036 (9th Cir. 1985) (where state has established, by statute, a right of inmates to compensation for work performed for private parties, it cannot deny that right after they earned the wages, without affording due process of the law); Borror v. White, 377 F. Supp. 181 (W.D.Va.1974) (although there was no federal constitutional right to payment, inmate might be entitled to such compensation under state statute).

We are not unmindful of our opinion in Sullivan v. South Carolina Dep't of Corrections, 355 S.C. 437, 586 S.E.2d 124 (2003), in which we held the ALJ has jurisdiction to review DOC grievance proceedings only if they involve the denial of "state created liberty interests." There, we recognized that our opinion in Al-Shabazz v. State, 338 S.C. 354, 368, 527 S.E.2d 742,

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750 (1999), held that administrative matters **typically** arise in two ways: (1) when an inmate is disciplined and punishment is imposed and (2) when an inmate believes prison officials have erroneously calculated his sentence, sentence-related credits, or custody status. However, we did not limit Al-Shabazz to these two instances. The Al-Shabazz Court explained that procedural due process is guaranteed when an inmate is deprived of an interest encompassed by the Fourteenth Amendment's protection of liberty and property. 338 S.C. at 369, 527 S.E.2d at 750.

We find the state's statutory mandate that inmates be paid the prevailing wage creates such an interest, which may not be denied without due process. Piatt v. McDougall, *supra*. Accordingly, in this **very limited circumstance**,¹ we hold the DOC's failure to pay in accordance with the statutes is reviewable by the ALJ.

Finally, we concur with the ALJ and the circuit court that there is simply nothing in the statutory scheme authorizing the DOC to pay Wicker a training wage less than the prevailing wage. Hodges v. Rainey, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000) (If a statute's language is plain, unambiguous, and conveys a clear meaning, "the rules of statutory interpretation are not needed and the court has no right to impose another meaning"). Accordingly, the judgment below is affirmed.

AFFIRMED.

TOAL, C.J., and BURNETT, J., concur. PLEICONES, J., dissenting in a separate opinion. MOORE, J., not participating.

¹ We note that our holding today is extremely limited and is not to be viewed as expanding the jurisdiction of the ALJD in any other circumstance.

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JUSTICE PLEICONES: As explained more fully in my concurring opinion in Adkins v. South Carolina Dep't of Corrections, Op. No. 25860 (S.C. Sup. Ct. filed August 23, 2004), I would hold that respondent's remedy is found in the South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10, *et seq.* (Supp. 2003). Accordingly, I dissent.

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STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Darrell Williams, Class Representative,
et al.,

Plaintiffs,

vs.

South Carolina Department of
Corrections and Williams Technologies,
Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE FIRST JUDICIAL CIRCUIT

C.A. No. 02-CP-18-134

ORDER OF THE COURT

**(1) DISMISSING WITH PREJUDICE
BOTH THE PLAINTIFFS' ENTIRE
AMENDED CLASS ACTION**

**COMPLAINT AS WELL AS
THE PLAINTIFF CLASS,**

(2) DENYING THE PLAINTIFFS'

"MOTION FOR ORDER UNDER

**SOUTH CAROLINA RULE OF
CIVIL PROCEDURE 23,"**

**(3) DIRECTING SCDC TO PROVIDE
NOTICE OF ITS RULING**

DISMISSING THE PLAINTIFFS'

**COMPLAINT AND THE PLAINTIFF
CLASS, AND**

**(4) LIFTING THE STAY IT EARLIER
IMPOSED BY WHICH IT**

**FROZE SCDC'S PROCESSING OF
GRIEVANCES FILED BY**

FORMER INMATE PLAINTIFFS

I. OVERVIEW OF THE COURT'S ORDER

This Court, after hearing argument from counsel for all parties on October 28, 2004, **DISMISSES WITH PREJUDICE** both the plaintiffs' entire amended class action complaint and, consequentially, **DISMISSES WITH PREJUDICE** the plaintiff class it certified earlier in this litigation. Additionally, this Court **DENIES** the plaintiffs' "Motion for Order under South Carolina Rule of Civil Procedure (SCRCP) 23."

This Court concludes that the South Carolina Supreme Court's decisions in *Adkins, et al., v. South Carolina Department of Corrections*, 360 S.C. 413, 602 S.E.2d 51 (2004) and *Wicker v. South*

Carolina Department of Corrections, 360 S.C. 421, 602 S.E.2d 56 (2004) bar the plaintiffs' present class action suit against both SCDC and WTI.¹

This Court also **DIRECTS SCDC** to provide notice of its ruling dismissing the plaintiffs' amended class action complaint and the plaintiff class to the inmates who comprise the former plaintiff class.

Finally, this Court **LIFTS THE STAY** it earlier imposed by which it froze SCDC's processing of the grievances it received from plaintiffs' counsel and the inmates who comprise the former plaintiff class on or since September 22, 2004. This Court issued a previous order which directed, effective November 3, 2004, SCDC to stay all activity associated with the processing of these grievances.

II. PROCEDURAL HISTORY

Defendant WTI first moved for summary judgment by its motion filed December 12, 2003, and, on January 15, 2004, this Court first heard argument from the parties regarding WTI's summary judgment motion.

On July 15, 2004, this Court conducted a teleconference in which it addressed WTI's outstanding motion for summary judgment within the context of the Court's original scheduling order. At the conclusion of this teleconference, this Court extended by 60 days each of the deadlines it established in its original scheduling order in anticipation of the South Carolina Supreme Court issuing its opinions in *Adkins* and *Wicker*.

On August 23, 2004, the South Carolina Supreme Court issued its opinions in *Adkins* and *Wicker*, and, on September 13, 2004, SCDC filed its motion to dismiss the plaintiffs' amended class

¹ This Court granted the plaintiffs' motion for class certification by its order dated January 8, 2004.

action complaint pursuant to SCRCP 12(b)(6). Between SCDC's September 13, 2004 filing of its 12(b)(6) motion and the motions hearing the Court conducted on October 28, 2004, WTI and the plaintiffs exchanged supplemental memoranda in support of and in opposition to WTI's original December 12, 2003 summary judgment motion. These memoranda, like SCDC's dispositive motion, focused on the impact of *Adkins* and *Wicker* on this litigation.

Additionally, on October 12, 2004, the plaintiffs submitted a "Motion for Order under SCRCP 23."

As stated above, this Court heard argument from the parties' counsel on October 28. The parties waived any and all objections regarding notice of the Court's hearing of their respective motions. Douglas H. Westbrook, Esquire, appeared on the plaintiffs' behalf. Lake Summers, Esquire, appeared on SCDC's behalf, and Marcus A. Manos, Esquire, and Jennifer E. Blythe, Esquire, appeared on WTI's behalf. The Court heard extensive argument from plaintiffs' counsel and SCDC's counsel regarding the plaintiffs' motion for order under Rule 23. The Court also heard argument from WTI's counsel regarding the third cause of action articulated by the plaintiffs in their amended class action complaint sounded under South Carolina's Payment of Wages Act.

This order reflects the Court's ruling after careful consideration of the memoranda submitted by counsel and of the arguments advanced by counsel at its October 28 hearing.

III. THIS COURT DISMISSES WITH PREJUDICE THE PLAINTIFFS' ENTIRE AMENDED CLASS ACTION COMPLAINT AND, CONSEQUENTIALLY, THIS COURT DISMISSES WITH PREJUDICE THE CLASS OF PLAINTIFFS IT CERTIFIED EARLIER IN THIS LITIGATION

A. THE DEFENDANTS ARE ENTITLED TO JUDGMENT ON ALL THREE OF THE PLAINTIFFS' CAUSES OF ACTION AS A MATTER OF LAW

1. No Private Cause of Action Exists as a Matter of Law in Favor of the Plaintiffs Against either SCDC or WTI, a Private Industry Participating in a Prison Industries Project Created Under South Carolina's Prison Industries Statutes

The South Carolina Supreme Court concluded that the General Assembly did not intend to create a private right of action in favor of inmates when it enacted the statutes creating the prison industries program in our state. *Adkins* and *Wicker* (citations omitted). The statutes at issue in the instant action and in *Adkins* and *Wicker* are South Carolina Code Section 24-3-40 and Section 24-3-310, et seq. (Cum. Supp. 2003).

Our Supreme Court held that "[w]here a statute does not specifically create a private cause of action, one can be implied only if the legislation was enacted for the special benefit of a private party." *Adkins*, at 54, 602 S.E.2d at 418, citing *Citizens for Lee County v. Lee County*, 308 S.C. 23, 416 S.E.2d 641 (1992). Based on application of that rule, the Court concluded:

Given that the overall purpose of the prevailing wage statute is to prevent unfair competition, and to aid society and the public in general, we cannot conclude that the statutes in question were enacted for the special benefit of Inmates. . . . **Nothing in the statutes indicates a legislative intent to create civil liability for a violation of the statutes. Accordingly, they do not give rise to a private right of action.** *Id.* at 54-55, 602 S.E.2d at 418-19. [emphasis added]

While *Adkins* and *Wicker* reflected our Supreme Court's analysis of prevailing wage claims filed by inmates against SCDC, its ruling in these two (2) cases applies equally to the analysis of whether or not the General Assembly intended to create a private right of action in favor of inmates against a private industry, such as WTI, participating in a prison industries project under a contractual agreement with SCDC. No provision of the applicable prevailing wage statutes, and specifically 24-3-430(D), evidences a separate legislative intent to create a private cause of action for inmates against the private industry participating in such a project regarding the wages the inmates

receive for their labor.

Accordingly, the statutes upon which plaintiffs base their first cause of action do not create a private cause of action in their favor against either SCDC or WTI, and, therefore, both defendants are entitled to judgment as a matter of law regarding the plaintiffs' first cause of action.

2. No Cause of Action Exists as a Matter of Law in Favor of the Plaintiffs against either SCDC or WTI under the South Carolina Tort Claims Act

Plaintiffs' second cause of action alleges that both defendants violated the South Carolina Tort Claims Act by failing to pay the plaintiffs the prevailing wage for their prison industries labor under Section 24-3-430 and, specifically, under Section 24-3-430(D).

Our Supreme Court addressed this precise issue in *Adkins*. "Initially, we note that [SCDC's] failure to pay a certain wage simply does not constitute a tort so as to be cognizable under the Tort Claims Act. Further, even if this was a Tort Claims case, the circuit court correctly ruled [that SCDC] was immune from liability." *Adkins* at 54, 602 S.E.2d at 417-18. [emphasis added] Furthermore, WTI simply is not an agency, department, subdivision, or employee of the State of South Carolina, and, therefore, it is not a governmental entity subject to suit under the Tort Claims Act. See, e.g., *Fleming v. Asbill*, 326 S.C. 49, 43 S.E.2d 751 (1997) (finding that court appointed guardian ad litem was not an employee of the State nor subject to the South Carolina Tort Claims Act).

Accordingly, both SCDC and WTI are entitled to judgment as a matter of law regarding the plaintiffs' second cause of action.

3. No Cause of Action Exists as a Matter of Law in Favor of the Plaintiffs Against Either SCDC or WTI under South Carolina's Payment of Wages Act

The South Carolina Supreme Court specifically discussed the South Carolina Payment of Wages Act in both *Adkins* and *Wicker*. Justice Pleicones, concurring separately in *Adkins*, indicated

that he would provide the *Adkins* inmates a remedy under the Payment of Wages Act against SCDC, because he viewed SCDC as the agent of the private industry participant, Standard Plywoods, Inc. *Adkins* at 55, 602 S.E.2d at 420 and note 10. However, Justice Waller, writing for himself and the three (3) other justices who joined in his majority opinion, specifically rejected the Payment of Wages Act as a remedy for the *Adkins* inmates. *Id.*, 602 S.E.2d at 419 and note 7.

Instead, Justice Waller advised the *Adkins* inmates that they possessed a remedy against SCDC as set forth in *Wicker*, the Court's companion case to *Adkins*. *Id.* *Wicker* recognizes for the first time that Section 24-3-430(D) creates a liberty interest for inmates who participate or at one time participated in the prison industries projects at issue in both *Adkins* and *Wicker*, and, consequentially, *Wicker* directs the *Adkins* inmates to prosecute any and all prevailing wage disputes arising against SCDC under Section 24-3-430(D) or, for that matter, any of the "prevailing wage" statutes through SCDC's inmate grievance process. Furthermore, under *Wicker*, the *Adkins* inmates may appeal the denial of any such grievances by SCDC to the Administrative Law Court, and *Wicker* explicitly states that the Administrative Law Court possesses subject matter jurisdiction by which to adjudicate their appeals.

While neither *Adkins* nor *Wicker* specifically addressed whether inmates, such as the *Adkins* plaintiffs and the plaintiffs in the instant litigation, could maintain an action under the Payment of Wages Act against the private industry participant alone, the readily apparent logic underlying *Adkins* and *Wicker* bars such an action. On the one hand, the plaintiffs could file a separate action for back wages pursuant to the Payment of Wages Act against the private industry participant, while, on the other hand, the plaintiffs could file grievances for identical relief against SCDC in accordance with *Wicker*. Clearly, our Supreme Court did not provide the plaintiffs such a double remedy in either *Adkins* or *Wicker*.

Moreover, courts around the country have concluded that inmates in prison industries programs are not employees of private parties, such as WTI, who contract with corrections officials to provide work for the inmates. *Harker v. State Use Industries*, 990 F.2d 131 (4th Cir. 1993); *Henthorn v. Department of Navy*, 29 F.3d 682, 686, (D.C. Cir. 1994); *Lentz v. Anderson, et al.*, 888 F. Supp. 847, 849 (W.D. Ohio 1995); *Young v. Cutter Biological, A Division of Script Miles Laboratories*, 694 F. Supp. 651, 658 (D. Ariz. 1988); *Sims v. Parke Davis & Co.*, 334 F. Supp. 774, 787 (E.D. Mich. 1971).

Judge Joseph Anderson of the United States District Court for the District of South Carolina addressed a similar claim under the Payment of Wages Act in *Williams v. Grime Aerospace Co.*, 988 F. Supp. 925, 941 (D.S.C. 1997). In that case, an employee of a temporary agency sued the firm that used her services as well as the temporary agency for violations of the Payment of Wages Act. Judge Anderson granted summary judgment finding that a business using an employee from an employment agency could not be held liable for unpaid wages under the Payment of Wages Act where the employment agency had the contractual responsibility to pay wages and was the actual employer of the temporary worker. *Id.*

The Payment of Wages Act, specifically Section 41-10-80, makes clear that an employee (not a contractor) may bring an action for failure to pay wages. Section 41-10-10 defines "wages" as any amount "due to an employee under any employer policy or employment contract." The record shows only that the inmate plaintiffs voluntarily participated in the SCDC prison industries project at issue for wages determined exclusively by SCDC. WTI never "employed" the plaintiffs. Thus, the plaintiffs possess no claim against WTI as a matter of law under our state's Payment of Wages Act.

Consequently, this Court concludes that SCDC's inmate grievance procedure, as prescribed in the majority opinion in *Wicker*, is the remedy for the plaintiffs against SCDC and only

SCDC regarding any purported violation of the prevailing wage statutes, i.e. Sections 24-3-40, 24-3-310, et seq., and, specifically, Section 24-3-430(D). As a result, both SCDC and WTI are entitled to judgment as a matter of law regarding the plaintiffs' third cause of action.

B. SUMMARY OF THE COURT'S DISMISSAL OF THE PLAINTIFFS' ENTIRE AMENDED COMPLAINT AND THE PLAINTIFF CLASS

Succinctly put, this Court concludes that the South Carolina Supreme Court, in its decisions in *Adkins* and *Wicker*, clearly rejected a private right of action based on the "prevailing wage" provision of the applicable prison industries statute, Section 24-3-430(D). This Court further concludes that our Supreme Court, in its decisions in *Adkins* and *Wicker*, determined that the circuit court is not the appropriate forum for disputes arising under the "prevailing wage" provision of Section 24-3-430(D). Instead, in *Wicker*, our Supreme Court determined that the appropriate forum for the adjudication and resolution of such disputes is SCDC's inmate grievance system.

Accordingly, this Court **GRANTS** the defendants' respective dispositive motions regarding all three of the plaintiffs' causes of action and **DISMISSES WITH PREJUDICE** the plaintiffs' entire amended class action complaint. Furthermore, this Court determines that the class of inmate plaintiffs it certified by order dated January 8, 2004 is no longer viable, and, consequentially, the Court **DISMISSES THE CLASS WITH PREJUDICE**.

IT IS SO ORDERED.

IV. THIS COURT DENIES THE PLAINTIFFS' "MOTION FOR ORDER UNDER SOUTH CAROLINA RULE OF CIVIL PROCEDURE 23"

A. RELIEF SOUGHT BY THE PLAINTIFFS' MOTION

The plaintiffs primarily sought an order from this Court requiring SCDC to process the plaintiffs' administrative grievances without further delay. On September 22, 2004, plaintiffs' counsel submitted nearly 200 grievances to SCDC's Inmate Grievance Coordinator at Lieber

Correctional Institution.

At the top of the large stack of materials submitted by plaintiffs' counsel appeared a grievance jointly signed by plaintiffs' counsel and the plaintiffs' class representative in the instant litigation, former SCDC inmate Darrell Williams. In this "tandem" grievance, Mr. Williams and plaintiffs' counsel demanded that SCDC effectively recognize the class structure certified by this Court earlier in the instant litigation. Along with this "tandem" grievance, plaintiffs' counsel submitted to the SCDC staff at Lieber approximately 200 grievances on behalf of individual inmate plaintiffs who participate or at one time participated in the prison industries project located at Lieber in which WTI is the private industry participant.

Most if not all of these grievances invoked *Adkins* and *Wicker*, as well as Section 24-3-430(D), and demanded from SCDC back wages for the grieving inmate(s). The back wage award demanded by the grieving inmates consisted of the difference between the wage SCDC has historically paid the inmates and the purported "prevailing wage" advocated by the grieving inmates. Most if not all of these grievances also demanded that SCDC increase the current wage it pays to inmates who participate in the prison industries project located at Lieber.

As components of such an order, the plaintiffs specifically sought the following relief:

1. An order directing SCDC to immediately process all grievances, whether filed by class counsel, the class representative, or individual inmates;
2. An order recognizing the aforementioned "tandem" grievance filed on September 22, 2004 as a "class" grievance on behalf of the entire plaintiff class with respect to any demand for back wages;
3. An order, under authority the plaintiffs cited from Newberg on Class Actions, recognizing that any and all grievances previously filed would exhaust the administrative remedies for all the class members;
4. An order directing SCDC to maintain a complete record and chronology of all submissions offered by plaintiffs' counsel and members of the plaintiff class

including the original grievances and exhibits submitted on and since September 22, 2004;

5. An order directing SCDC to forward any of its responses to these grievances to plaintiffs' counsel.

Alternatively, the plaintiffs sought an "order of appealability of SCDC's non-processed grievances as 'final decisions' subject to appeal to the [Administrative Law Court] pursuant to [Administrative Law Court] Rule 33 and 51, and SCDC grievance rule GA-01.12, item 9." The plaintiffs further requested a reasonable extension of any deadlines within which they could appeal any grievances SCDC did not initially process.

The plaintiffs also moved the Court to appoint substitute class representatives for the class certified by this Court by its order dated January 8, 2004, as SCDC released the original class representative, Darrell Williams, from its custody on October 1, 2004. The plaintiffs finally moved the Court for an order by which plaintiffs' counsel would be allowed "to post status [memoranda] in the various prison libraries to keep class members informed of case progress."

B. AUTHORITY RELIED UPON BY THE PLAINTIFFS IN THEIR MOTION

In their motion, the plaintiffs specifically invoked the following language from SCRCF 23(d)(2):

The court may at any time impose such terms as shall fairly and adequately protect the interest of the persons on whose behalf the action is brought or defended.

The plaintiffs also invoked *Eldridge v. Greenwood*, 308 S.C. 127, 127, 417 S.E.2d 532 (1992), which, according to the plaintiffs, "recognized the 'broad power' of the Circuit Court to issue orders under Rule 23(d)(2) to protect the class members' interests." Finally, the plaintiffs invoked various provisions of Newberg on Class Actions in support of its motion.²

C. THE GROUNDS UPON WHICH THIS COURT DENIES THE RELIEF SOUGHT BY THE PLAINTIFFS IN THEIR MOTION

Succinctly put, this Court does not find sufficient grounds or sufficient authority by which to involve itself in the mechanics associated with the filing and processing of grievances under SCDC's Inmate Grievance System Policy Number GA-01.12. Additionally, this Court does not find sufficient grounds or sufficient authority by which to involve itself in the determination of any substantive questions associated with the adjudication of grievances filed under this policy.

As stated above, our Supreme Court determined in *Wicker* that SCDC's inmate grievance system is the appropriate forum for the adjudication and resolution of the prevailing wage disputes articulated in the grievances filed on and since September 22, 2004. As our Supreme Court also stated in *Wicker*, inmates, such as the plaintiffs in the instant litigation, may appeal the denial of any such grievances by SCDC to the Administrative Law Court, and *Wicker* explicitly states that the Administrative Law Court possesses the requisite subject matter jurisdiction by which to adjudicate such appeals.

² The plaintiffs referenced Sections 5:15, 5:23, 23:16, 24:66 and 24:87 of Newberg on Class Actions.

Accordingly, this Court **DENIES** both the broad and specific relief sought by the plaintiffs in their motion for order under SCRCP 23.

IT IS SO ORDERED.

V. THE COURT'S ORDER DIRECTING SCDC TO PROVIDE NOTICE OF ITS RULING DISMISSING THE PLAINTIFFS' AMENDED CLASS ACTION COMPLAINT AND THE PLAINTIFF CLASS TO THE INMATES WHO COMPRISE THE FORMER PLAINTIFF CLASS

This Court hereby directs SCDC to conspicuously post notice of its above described order in the library of every SCDC confinement facility including, of course, Lieber Correctional Institution. SCDC should provide Plaintiffs' counsel with all former Plaintiff inmates last known addresses.

This notice shall consist of a "flier," a single sheet of standard 8 ½" by 11" paper, and this "flier" shall be double sided. Counsel for SCDC shall prepare this "flier" subject to the review and objections of plaintiffs' counsel, and the final format of this "flier" shall be subject to review by this Court.

The front side of this "flier" shall include the following substantive information:

1. Notice that, as of the date of instant order's execution, the Court has dismissed with prejudice the entire class action suit filed against both SCDC and WTI by former SCDC inmate Darrell Williams on behalf of inmates who currently participate or at one time participated in the SCDC Division of Industries project located at Lieber Correctional Institution in which WTI is the private industry participant.
2. Notice that, as a consequence of dismissing the entire suit, the Court has dismissed with prejudice the class of inmate plaintiffs it certified on January 8, 2004.
3. Notice that the Court's dismissal of both the suit and the class resulted from the August 23, 2004 opinions issued by the South Carolina Supreme Court in *Adkins, et al., v. South Carolina Department of Corrections*, 360 S.C. 413, 602 S.E.2d 51 (2004) and *Wicker v. South Carolina Department of Corrections*, 360 S.C. 421, 602 S.E.2d 56 (2004).
4. Notice that the inmates who comprise the former plaintiff class may now, if they have not done so already, file a grievance against SCDC in which they may demand

relief from SCDC for any purported non-compliance by SCDC with the prevailing wage statutes, i.e. Section 24-3-40 and Section 24-3-310, et seq.

5. Notice that such grievances must conform to the procedures, substance, and deadlines established in SCDC's Inmate Grievance System Policy Number GA-01.12. SCDC revised this policy effective November 1, 2004.
6. Notice that any and all such grievances must be filed no later than 45 days after the date this "flier" is posted.
7. Notice that the information reflected on this "flier" applies only to the instant litigation.

The reverse side of this "flier" shall provide a summary of both the *Adkins* and *Wicker* opinions. The Court envisions two (2) columns on the reverse side of the "flier." One column will provide bullet points summarizing the *Adkins* opinion and the other column will provide bullet points summarizing the *Wicker* opinion. Additionally, SCDC shall provide complete copies of the *Adkins* and *Wicker* opinions in all of its libraries along with this "flier."

IT IS SO ORDERED.

VI. THE COURT'S ORDER LIFTING THE STAY IT PREVIOUSLY IMPOSED BY WHICH IT FROZE SCDC'S PROCESSING OF GRIEVANCES FILED BY THE INMATES WHO COMPRISE THE FORMER PLAINTIFF CLASS

This Court next addresses the status and processing of the approximately 200 to 300 grievances SCDC received from the inmates who comprise the former plaintiff class on or since September 22, 2004. This Court issued an order which, effective November 3, 2004, stayed all activity associated with SCDC's processing and adjudicating these grievances.

This order reflected the Court's ruling issued at the conclusion of a teleconference it conducted on November 3, 2004 in which counsel for both the plaintiffs and SCDC participated. By this order, this Court simply halted all action regarding these pending grievances and "froze" them in

the status in which they existed on November 3, 2004. In its stay order, this Court directed that its stay would remain in effect until it issued the instant order.

Thus, in light of the Court's earlier order dismissing with prejudice both the plaintiffs' entire class action suit and the plaintiff class itself, **THIS COURT HEREBY LIFTS THE STAY IT IMPOSED REGARDING SCDC'S PROCESSING OF THE GRIEVANCES SCDC RECEIVED ON OR AFTER SEPTEMBER 22, 2004.** Accordingly, SCDC shall continue processing these grievances in accordance with the provisions of SCDC Inmate Grievance Policy Number GA-01.12.

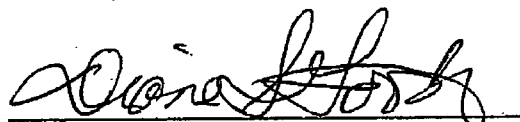
The ultimate processing and adjudication of these grievances falls under SCDC's Inmate Grievance System Policy Number GA-01.12 and, of course, our Supreme Court's opinions in *Adkins* and *Wicker*. The inmate plaintiffs' grievances did not name and, under SCDC's above referenced Inmate Grievance Policy, cannot name WTI as a respondent.

This Court emphasizes that the directives issued here apply only to the chronology by which SCDC may either begin its processing or continue its processing of these grievances under its Inmate Grievance System Policy Number GA-01.12. This Court also emphasizes that the directives issued here apply **only** to the grievances and grievance response forms filed by inmate plaintiffs regarding the wage structure associated with the prison industries project located at Lieber Correctional Institution and for which WTI is the private industry participant. The Court's directives in no way apply to any grievances or grievance response forms filed by inmates concerning any other SCDC prison industries project.

This Court specifically declares that the deadlines applicable both to the grievants and SCDC officials under the provisions of SCDC Inmate Grievance System Policy Number GA-01.12 apply without modification or alteration. This Court also specifically declares that the provisions reflected

in SCDC's Inmate Grievance System Policy Number GA-01.12 regarding the processing and adjudication of grievances filed by former inmate plaintiffs are in no way modified, altered, or affected by the terms of the instant order.

Thus, this Court simply restores both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004. This restoration of the parties to their respective November 3, 2004 positions, however, takes effect ^{approximately} 60 days from the date of the instant order's execution, *and the stay shall be lifted as of June 20, 2005.*
IT IS SO ORDERED.

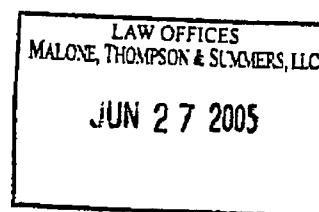


DIANE SCHAFER GOODSTEIN
Presiding Judge
First Judicial Circuit

Summerville, South Carolina

April 19, 2005

*originally executed
converted order signed 6-23-05*



THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

MAY 25 2005

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

SC Court of Appeals

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

Darrell Williams, Class Representative, et al., ...Appellants,

v.

South Carolina Department of Corrections and
Williams Technologies, Inc., ...Respondents.

NOTICE OF APPEAL

Darrell Williams, Class Representative, et al., appeals the
Order of the Honorable Diane S. Goodstein dated April 19, 2005.
Appellant received written notice of entry of this Order on April
27, 2005.

May 24, 2005

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DOC #19

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

RECEIVED

MAY 25 2005

SC Court of Appeals

Darrell Williams, Class Representative, et al., ...Appellants,

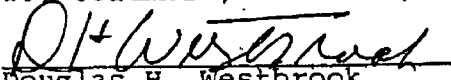
v.

South Carolina Department of Corrections and
Williams Technologies, Inc., ...Respondents.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on the South Carolina Department of Corrections and Williams Technologies, Inc. by depositing a copy of it in the United States Mail, postage pre-paid, on May 24, 2005, addressed to their attorneys of record, Lake Summers, Esquire, 1312 Gadsden Street, Columbia, SC 29201, and Marc A. Manos, Esquire, P.O. Drawer 2426, Columbia, SC 29201, respectively.

May 24, 2005


Douglas H. Westbrook
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Attorney for Appellants

4432

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

Darrell Williams, Class Representative, et al., ...Appellants,

v.

South Carolina Department of Corrections and
Williams Technologies, Inc., ...Respondents.

AMENDED NOTICE OF APPEAL

Darrell Williams, Class Representative, et al., appeals
Part III only of the Order of the Honorable Diane S. Goodstein
dated April 19, 2005. Appellant received written notice of
entry of this Order on April 27, 2005.

May 25, 2005

DH Westbrook
Douglas H. Westbrook
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Attorney for Appellant

Other Counsel of Record:

Lake Summers
1312 Gadsden St.
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Attorney for Respondent
S.C. Department of Corrections

Marc A. Manos
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Attorney for Respondent
Williams Technologies, Inc.

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RECEIVED

MAY 26 2005

SC Court of Appeals

315

DOC #20

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

MAY 26 2005

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

SC Court of Appeals

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

Darrell Williams, Class Representative, et al., ...Appellants,

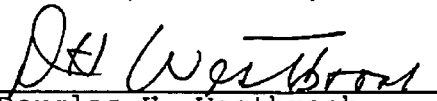
v.

South Carolina Department of Corrections and
Williams Technologies, Inc., ...Respondents.

PROOF OF SERVICE

I certify that I have served the Amended Notice of Appeal on the South Carolina Department of Corrections and Williams Technologies, Inc. by depositing it in the United States Mail, postage prepaid, on May 25, 2005, addressed to their attorneys of record, Lake Summers, Esquire, 1312 Gadsden Street, Columbia, SC 29201, and Marc A. Manos, Esquire, P.O. Drawer 2426, Columbia, SC 29201, respectively.

May 25, 2005


Douglas H. Westbrook
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4434

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LAW OFFICES
MALONE, THOMPSON & SUMMERS LLC

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OF COUNSEL
ROBERT E. ALLEN*

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1930-2008

June 7, 2005

VIA FACSIMILE

Mr. Doug Westbrook, Esquire
Attorney-at-Law
23 Broad Street
Charleston, South Carolina 29401

Re: SCDC's Position Regarding SCACR 225(a)'s Automatic Stay and Its Application to the Relief Provided the Plaintiffs in Judge Goodstein's April 19, 2005 Order in *Williams, et al, v. SCDC and Williams Technologies, Inc.*, 2002-CP-18-0134

Dear Doug:

Pursuant to the request you made of me during our telephone conversation yesterday, I write this letter to definitively advise you that SCDC will observe the automatic stay contemplated in South Carolina Appellate Court Rule 225(a) regarding the relief Judge Goodstein provided the plaintiffs in her April 19, 2005 order in the above captioned case.

I first expressed this position in my May 27 letter to Judge Goodstein. As I stated my letter to her, Rule 225(a) reads as follows:

As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the trial judge, appellate court, or judge or justice thereof. The lower court retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal. [emphasis added]

SCDC contends that you triggered this stay by filing your original and amended Notices of Appeal. In accordance with Rule 225(a), SCDC considers as stayed the following relief Judge Goodstein afforded the plaintiffs in her April 19, 2005 order:

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DOC # 21

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Page 2 of 2
June 7, 2005

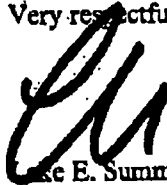
Re: SCDC's Position Regarding SCACR 225(a)'s Automatic Stay and Its Application to the Relief Provided the Plaintiffs in Judge Goodstein's April 19, 2005 Order in *Williams, et al., v. SCDC and Williams Technologies, Inc.*, 2002-CP-18-0134

- > SCDC's posting of the notice "flier" in all of SCDC's institutional libraries;
- > SCDC's collection and transmittal to you of all available last known addresses of members of the former plaintiff class whom SCDC has released from its custody; and
- > SCDC's June 20, 2005 resumption of its processing of grievances filed by the plaintiffs on and since September 22, 2004.

Furthermore, SCDC shall observe the stay as it applies to the above listed remedies unless and until you successfully move either Judge Goodstein or the Court of Appeals, under SCACR 225(c)(1) and (d)(1), to lift this automatic stay.

I trust this letter satisfies your request for a clear and distinct statement of SCDC's position regarding this matter. As always, I remain

Very respectfully yours,



Eric E. Summers

Cc:

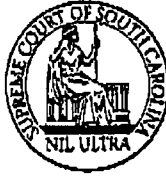
The Honorable Diane S. Goodstein (via facsimile)
Marcus A. Manos, Esquire, WTI's Counsel (via e-mail)
Jennifer Blythe, Esquire, WTI's Counsel (via e-mail)
Bob Petersen, Esquire, SCDC's Deputy General Counsel (via e-mail)
David Tatarsky, Esquire, SCDC's General Counsel (via e-mail)

LAW OFFICES

MALONE, THOMPSON & SUMMERS LLC

64436

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The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211

(803) 734-1090

FAX (803) 734-1499

March 21, 2007

REMITTITUR

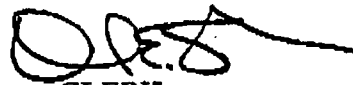
The Honorable Cheryl L. Graham
101 Ridge Street
St. George, SC 29477

Re: Williams, Darrell v. SCDC - 2002-CP-18-00134

Dear Ms. Graham:

The above referenced matter is hereby remitted to the lower court. A copy of the judgment of this Court is attached.

Very truly yours,


CLERK

DES/jjp

Enclosure

cc: (without enclosure)
Douglas H. Westbrook, Esquire
Lake Eric Summers, Esquire
Marc A. Manos, Esquire
Manton M. Grier, Jr., Esquire

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DOC # 22

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**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

Darrell Williams, Class
Representative, et al.,

Appellants,

v.

South Carolina Department of
Corrections and Williams
Technologies, Inc.,

Respondents.

FILED-RECORDED
2007 MAR 22 PM 12:25
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Appeal from Dorchester County
Diane S. Goodstein, Circuit Court Judge

Opinion No. 26274
Heard December 5, 2006 – Filed February 26, 2007

AFFIRMED

Douglas H. Westbrook, of Charleston, for
appellants.

Lake E. Summers, of Malone, Thompson &
Summers, LLC, of Columbia, for respondent
South Carolina Department of Corrections.

Marc A. Manos and Manton M. Grier, Jr., both
of Nexsen Pruet, LLC, of Columbia, for
respondent Williams Technologies, Inc.

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JUSTICE MOORE: This class action was commenced on behalf of inmates in custody of respondent South Carolina Department of Corrections (DOC). These inmates participated in a prison industry program operated pursuant to DOC's contract with respondent Williams Technologies, Inc. (WTI). Appellants (Inmates) claim they were underpaid for their labor and seek "lost wages." The trial judge dismissed Inmates' complaint with prejudice based on our decision in Adkins v. South Carolina Dep't of Corrections, 360 S.C. 413, 602 S.E.2d 51 (2004). We affirm.

FACTS

In Adkins, we considered a suit by inmates against DOC as the sole defendant. The suit alleged a violation of S.C. Code Ann. § 24-3-430(D) (Supp. 2005) which provides that "no inmate participating in [a prison industries] program may earn less than the prevailing wage for work of similar nature in the private sector." We held there is no private cause of action for a violation of this statute.¹

Inmates here alleged a cause of action under the South Carolina Payment of Wages Act, S.C. Code § 41-10-20 et seq. (Supp. 2005) claiming lost wages because they were not paid the "prevailing wage" as specified in § 24-3-430(D).² They claim the trial judge should not

¹In the companion case of Wicker v. South Carolina Dep't of Corrections, 360 S.C. 421, 602 S.E.2d 56 (2004), we further held that inmates may not be deprived of this property interest without due process; accordingly, inmates were directed to file grievances if they wished to protest DOC's failure to pay a prevailing wage.

²Inmates concede that DOC was authorized to negotiate wages for inmate labor at less than the prevailing wage pursuant to budget provisos passed by the General Assembly for fiscal years 2001-2002 and 2002-2003. There are similar provisions in each budget passed to the present.

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have dismissed this cause of action against WTI.³

ISSUE

Do inmates have a cause of action under the Payment of Wages Act?

DISCUSSION

The Payment of Wages Act requires that every employer "notify each employee in writing at the time of hiring of the normal hours and wages agreed upon, the time and place of payment, and the deductions which will be made. . . ." § 41-10-30. Every employer shall pay wages due at the time and place designated by this notice. § 41-10-40(D). There is no provision regarding the payment of a statutorily required wage.

Whether a private industry sponsor and the inmates in a prison industries program have an employer-employee relationship for purposes of the Payment of Wages Act is a novel issue. Inmates ask us to find such a relationship based on the test for employment set out in Felts v. Richland County, 303 S.C. 354, 400 S.E.2d 781 (1991). This test includes four factors: (1) the right to, or exercise of, control; (2) method of payment; (3) furnishing of equipment; and (4) right to fire. Inmates point to provisions in the contract between DOC and WTI that indicate WTI's right to control inmate workers. For instance, the contract provides that WTI provides worker training and supervisory staff to oversee work product quality, and WTI furnishes the equipment upon which the work is performed. Although DOC screens and selects the inmates who will participate, WTI "reserves the right to have [DOC] remove and replace inmate workers based on job performance."

³In Adkins, we noted § 24-3-430(F) provides that an inmate is not considered an "employee" of the State and therefore no cause of action could be maintained against DOC under the Payment of Wages Act. 360 S.C. at 420, n.7, 602 S.E.2d at 55, n.7.

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Inmates contend the contract provisions stating that inmates are not to be considered employees of WTI do not control.

We find the Felts four-part test is not determinative of employer status in the context of the Payment of Wages Act. This Act, by its very title, is concerned specifically with the payment of wages and is directed to the entity responsible for such payment. See Williams v. Grimes Aerospace Co., 988 F. Supp. 925, n.13 (D.S.C. 1997) (holding that corporation for whom work was performed was not liable under South Carolina Payment of Wages Act where temporary agency "handled all payment of wages").

Here, the payment of inmate wages is exclusively within the control of DOC and not WTI. The contract provides that WTI will pay DOC a flat rate of \$4.00 per hour per inmate and that DOC is responsible to pay inmate workers and handle payroll deductions. Of even greater significance is the fact that the legislature has specifically mandated how inmate wages for prison industry labor are to be handled. Section 24-3-40 (Supp. 2005) provides:

Disposition of wages of prisoner allowed to work at paid employment.

(A) Unless otherwise provided by law, the employer of a prisoner authorized to work at paid employment . . . in a prison industry program provided under Article 3 of this chapter shall pay the prisoner's wages directly to the Department of Corrections.

(emphasis added). This section also includes specific deductions from inmate wages that are to be made by the Director of DOC, including restitution to victims, payment to the State Office of Victim Assistance, child support, and state and federal taxes. Clearly, by contract and by statute, DOC is the only entity responsible for the payment of inmate wages.

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Other state courts have held for purposes of wage statutes that inmates compensated by the prison are not the employees of prison industry sponsors. See Manville v. Bd. of Governors of Wayne State Univ., 272 N.W.2d 162 (Mich. App. 1978) (rate of compensation for prison labor determined under state Correctional Industries Act, not Minimum Wage Law where Department of Corrections unilaterally set wage scale and work hours); Prieur v. D.C.I. Plasma Center of Nevada, Inc., 726 P.2d 1372 (Nev. 1986) (prison laborer barred from pursuing claim against prison industry sponsor under state wage and hour law where Department of Prisons determined rate and method of compensation). Federal courts have come to the same result under the Federal Labor Standards Act. E.g., Henthorn v. Dep't of Navy, 29 F.3d 682 (D.C. Cir. 1994); Harker v. State Use Indus., 990 F.2d 131 (4th Cir. 1993); Gilbreath v. Cutter Biological, Inc., 931 F.2d 1320 (9th Cir. 1991); George v. SC Data Center, Inc., 884 F.Supp. 329 (W.D. Wis. 1995).

In conclusion, Inmates cannot maintain an action against WTI under the Payment of Wages Act since WTI is not the entity responsible for paying their wages. We affirm Inmates' remaining issues under Rule 220(b)(1), SCACR. See Adkins, supra (prevailing wage statute was not enacted for the special benefit of inmates but was intended to prevent unfair competition and aid the public in general).

AFFIRMED.

TOAL, C.J., WALLER and BURNETT, JJ., concur.
PLEICONES, J., dissenting in a separate opinion.

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JUSTICE PLEICONES: I respectfully dissent. As I explained in my concurring opinion in Adkins v. South Carolina Dep't of Corrections, 360 S.C. 413, 602 S.E.2d 51 (2004), I would hold that the inmates' remedy is found in the South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10, *et seq.* (Supp. 2005).

To hold that the payment of wages is exclusively within the control of the DOC ignores the language of S.C. Code Ann. § 24-3-40 (Supp. 2005). That statute provides "the employer of a prisoner authorized to work....in a prison industry program....shall pay the prisoner's wages directly to the Department of Corrections" and then requires the DOC to distribute those wages to inmates on behalf of the employer. Thus, the ultimate responsibility for paying wages falls on the prison industry sponsor, while the DOC merely acts as a conduit for payment to the inmates.

Under the Payment of Wages Act, "Employer" is defined as "every person, firm, partnership, association, corporation, receiver, or other officer of a court of this State, the State or any political subdivision thereof, and any agent or officer of the above classes employing any person in this State." S.C. Code Ann. § 41-10-10(1). In my opinion, this definition includes both the employer, WTI, and its agent, the DOC. Accordingly, I would hold that both WTI and the DOC are subject to the inmates' claims made pursuant to the Payment of Wages Act.

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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

COURT OF COMMON PLEAS

IN RE INMATE GRIEVANCES OF
GENE RICHARDSON, ET. AL.,

PLAINTIFF
VS.

SOUTH CAROLINA DEPARTMENT OF
CORRECTIONS

DEFENDANT

TRANSCRIPT OF RECORD
02-CP-18-134

April 19, 2007
Florence, South Carolina

B E F O R E:

THE HONORABLE JAMES C. WILLIAMS, JUDGE.

A P P E A R A N C E S:

DOUGLAS H. WESTBROOK, ESQ.
Attorney for the Plaintiff

LAKE E. SUMMERS, ESQ.
Attorney for the Defendant

FRANCES BAKIS-RAY, RPR
Official Court Reporter

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DOC # 23

I N D E X

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Page

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Remarks by Mr. Westbrook.	6
Remarks by Mr. Summers.	13
Certificate of reporter	28

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1 THE COURT: Well, this is Mr. Westbrook's motion and
2 I think the gist of it is you want me to order the
3 Department of Corrections to accept amended grievances
4 from inmates who are raising questions about their pay
5 while they were working at the industries, at prison
6 industries at Lieber.

7 MR. SUMMERS: Yes, sir. Very briefly, sir, I don't
8 know if you got the fax. I faxed in a motion to quash
9 this morning.

10 THE COURT: I got all your motions, and I got all
11 this much motions.

12 MR. SUMMERS: Yes, sir, it's quite the door stop so I
13 wanted to make sure the Court had that, yes, sir.

14 THE COURT: I have that. And let me just say this,
15 we had two telephone conferences yesterday ---

16 MR. SUMMERS: Yes, sir.

17 THE COURT: ---in regard to this matter. The first
18 one -- after the first one, and I initiated the first one
19 because I knew Judge Goodstein had had some previous
20 involvement in the case and the motion asks that her order
21 be enforced and so I inquired of you two whether or not
22 she needed to hear that motion and we didn't really
23 resolve that so I called her back. I tried to call her,
24 was unable to get her yesterday, but then we called back
25 and I said, well, I will hear that but I'm not inclined to

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1 enforce a motion of another judge that's not in writing.
2 And so I told both of you that yesterday and that also I
3 seriously question whether I have any jurisdiction in this
4 case at all. Yesterday -- I -- I mean, this morning, I
5 finally was able to talk to Judge Goodstein and apparently
6 y'all had a telephone conversation with her back in March.
7 In fact, I noticed that in Mr. Summers' brief; I didn't
8 know that yesterday. But Judge Goodstein also -- and she
9 said in the telephone conversation she advised that the
10 two of y'all, she was not inclined to enforce any type of
11 motion unless it was in writing, there was an order in
12 writing. So that -- and but my main question to her was
13 whether she thought this was something she needed to hear
14 and she said emphatically, no, it was nothing that she
15 needed to hear.

16 So Mr. Westbrook, that's my position on an order
17 that's not in -- alleged order that's not in writing. I
18 would deny your motion on that ground. I don't know what
19 else you can say to change my mind; it's pretty simple. I
20 mean, I don't want to cut you off. If you think there's
21 something else that might change my mind I'll be glad to
22 hear you, but I'm certainly inclined to deny the motion on
23 that ground.

24 The second ground is I think just asking the Court
25 through its inherit powers to order Department of

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1 Corrections to accept amended petitions; isn't that --
2 wouldn't that be the second part of your motion?

3 MR. WESTBROOK: That's correct, Your Honor,
4 analogizing the Rule 15.

5 THE COURT: Right. And I have two questions about
6 that. We just as well put it under the table and then
7 I'll hear from you. Number one, you filed this as a
8 motion in this case number 2002-CP-18-134. That case
9 there was a final order issued by Judge Goodstein; that
10 order was appealed. The appeal was -- the case was
11 affirmed. The remittitur has been returned to the Court.
12 I can't see where that case is pending anymore. I don't
13 think there's any such case in existence as 2002-CP-18-134
14 so that causes me concern that this Court doesn't have any
15 jurisdiction because the case doesn't exist anymore. And
16 secondly, I question how this Court would have
17 jurisdiction to order the Department of Corrections to
18 change their administrative procedures. I just don't
19 think that -- I'm just not sure I've got jurisdiction to
20 do that so let me hear you on those two issue.

21 Let me hear him first, Mr. Summers, and then I'll let
22 you respond. I mean, I know that's a little backward, but
23 I mean, the reason I asked you to send me all this stuff,
24 both of you, so I can read it, be familiar with it, it
25 saves us an awful lot of time. So how about address those

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1 issues for me, Mr. Westbrook.

2 MR. WESTBROOK: Your Honor, would you prefer I come
3 up here?

4 THE COURT: Doesn't matter. Wherever you're
5 comfortable will be fine.

6 MR. WESTBROOK: Your Honor, the first issue about the
7 case being in existence, since we talked yesterday I very
8 quickly looked for some authority as well as I could. The
9 case has been remitted back from the Supreme Court, and
10 therefore, the Circuit Court re-acquires jurisdiction as I
11 understand the rule on that. The order that is involved
12 with these filing of grievances went up on appeal, the
13 entire order as we discussed yesterday by phone.

14 THE COURT: Yes, sir.

15 MR. WESTBROOK: That has now been sent back. And the
16 Circuit Court, you and/or Judge Goodstein, now have
17 re-acquired jurisdiction of the enforcement of that order
18 as I understand the law. And Judge Goodstein's order in
19 paragraphs 4, 5, and the last paragraph which talks about
20 resumption of grievance process, all deal with the right
21 to file grievances, how to file them, and when to file
22 them, and the last page deals with resumption of the
23 grievance process. So her order is in depth and in detail
24 involved with this grievance process which now is back in
25 this Court's jurisdiction. The order that she says is to

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1 file grievances. These amendments are grievances. In
2 fact, as I pointed out in my written motion, they -- the
3 amendments are the same for everybody, all 150, ever how
4 many there are, with exception of the calculations at the
5 bottom of the page. And they track the language very
6 closely, not verbatim but very closely, of the amendment
7 of the grievances that were filed in -- on September 30th
8 of 2004, almost three years ago. So they are not new
9 grievances. They are amendments adding meat on the bones,
10 if you will, to the previously acquired filed grievances.
11 So the case, I would submit, is in existence. It is back
12 in this Court to enforce that process which was part of
13 the order which went up on appeal and has now been
14 remitted to this Court. And these amendments, in spite of
15 what Lake says, in all due respect, are not new
16 grievances; they are grievances. And so, if the grievance
17 process has been sent back to this Court which I think it
18 has, for enforcement because that is part and parcel of
19 her order, then I think you have jurisdiction.

20 THE COURT: Well, ---

21 MR. WESTBROOK: I found, Your Honor ---

22 THE COURT: ---I think this Court would have, the
23 Circuit Court would have authority to enforce its own
24 order even after the case was ended. I think you're
25 probably right about that. Of course, there's nothing in

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1 this order of Judge Goodstein which grants you the relief
2 you're requesting today.

3 MR. WESTBROOK: Not in the sense that it mentions
4 amendments.

5 THE COURT: All right. And in fact, your letter to
6 her after the draft of the order was circulated you
7 specifically ask her to add a language using the word
8 amendments ---

9 MR. WESTBROOK: Right.

10 THE COURT: ---and she declined to do that.

11 MR. WESTBROOK: That's correct.

12 THE COURT: So it appears to me that she ruled
13 against you. Of course Mr. Summers cited some other
14 things not quite as direct but with the same result if you
15 accept his theory, some other ways that he thinks she
16 denied your motion at that time or your request. But
17 there's no question you wrote her a letter and said, add
18 this paragraph which specifically says we can amend, and
19 she declined to do that. So wouldn't that be the law of
20 the case now?

21 MR. WESTBROOK: Your Honor, I -- she was silent on
22 that and to -- whether it's the law of the case as that
23 term is meant as a term of art, I don't know. I would
24 argue that it's not; that her silence did not mean that
25 she would not approve amendments, she just didn't mention

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1 it. I reiterate if -- and I implore the Court to look at
2 the substance of what I'm asking the Court to do; and the
3 substance is whether or not you call it amendments,
4 whatever you call it. And I think when you -- when the
5 Court interprets pleadings I think the law is fairly clear
6 the well, whatever that term is, the well-meaning intent
7 of the complaint, whatever it is, but I think the point is
8 the substance here is if you put the amendment side by
9 side with the previously filed grievance it almost
10 verbatim tracks that language.

11 What I did after September of '04, I personally did
12 it, was to go back and calculate the hours based on their
13 records that each inmate worked and I did that following
14 the Wicker case where Mr. Wicker, you know, submitted his
15 hours in his grievance. And that is really the only
16 substantive change in the grievances that were filed. So
17 you know, I would submit that as their counsel I am simply
18 trying to make sure that all of the elements of proof for
19 their claims are in there. And these were inmates filing
20 their own grievances in September, and I simply tried to
21 expand on that to make it more worthy of proof. And so, I
22 found a case about remittitur and it's been cited by
23 Justice Toal in her guide book and apparently this is sort
24 of the standard that the Supreme Court looks at on
25 remittitur and enforcement of judgment. It's the Muller

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1 versus Myrtle Beach Golf And Yacht case, 438 Southeast
2 Second 248. And the holding is, is this. It says once a
3 remittitur is sent down from the Supreme Court, the
4 Circuit Court acquires beyond a reasonable doubt to
5 enforce the judgment and take any action consistent with
6 the Supreme Court ruling. And for the life of me, given
7 the fact that these so-called amendments are almost
8 verbatim, the same as previously filed grievances, I don't
9 see how these amendments are anything but entirely
10 consistent with the grievances that have already been
11 filed before Judge Goodstein's order was ever issued.

12 And so, you know, I think that this matter is still
13 in existence; it's before the Court. She did not say that
14 I could file amendments except in the oral meeting six
15 months before the order; she did not put it in the order.
16 But I think that -- I think her intention was to not stray
17 from the boilerplate language and just use the word
18 grievances. I know what she told us we could do on the
19 telephone, and I don't think Lake has denied that.

20 And so, you know, the second part of your -- about
21 ordering DOC to change their administrative procedure, I'm
22 not -- I don't see that I am ordering, asking the Court to
23 do that. The grievance procedure does not say you can
24 file amendments; it doesn't say you can't. It doesn't
25 speak to amendments. It is geared obviously toward

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1 inmates. And the grievance procedure explicitly states
2 that policy grievances are an exception to the 15 day
3 rule, which Mr. Summers mentioned yesterday about filing
4 grievances. There is no time for filing policy grievances
5 which is clearly what this is. So I don't -- with the
6 possible exception arguably of asking the Court to file
7 amendments which in substance are basically what has
8 already been filed, I don't see where I'm asking the Court
9 to ask DOC to change their administrative procedure. I
10 can tell the Court, as an officer of this court, that they
11 have changed procedure against their own policy in several
12 instances. Not that tit-for-tat is necessarily the right
13 way to go, but it's difficult to play by the rules when
14 the agency is not playing by the rules and they have not
15 always done this in this case.

16 These amendments are about ten pages thick when you
17 add the exhibits after we filed grievances in September of
18 '04. Now the grievance policy says that inmates are
19 supposed to tender a grievance to a designee of the
20 warden; that's step one. Step two, they are supposed to
21 give it to the inmate grievance coordinator. After we
22 filed grievances in September of '04 Lieber put up a box
23 that has a slit about a half-inch wide. Nobody ever said
24 why they did that, but I think the reason and the purpose
25 of it was obvious. My -- two of the grievances we filed

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1 in September had exhibits which were hundreds of pages
2 thick, and they obviously wanted to prevent lengthy
3 grievances from being filed. So the rules have not always
4 been followed by SCDC, and we need the Court's protection
5 to help these inmates file what I believe they have a
6 right to file. And if we don't -- if we don't get it I do
7 not have the confidence that the agency is going to abide
8 by its own policy.

9 THE COURT: Well, if they don't accept the amendments
10 ---

11 MR. WESTBROOK: And they won't.

12 THE COURT: ---wouldn't your avenue be to appeal to
13 the administrative law judge rather than this Court?

14 MR. WESTBROOK: Your Honor, I thought about that and
15 I have not found anything in the procedure under the rules
16 which allow me to do that.

17 THE COURT: Well ---

18 MR. WESTBROOK: If I could I would.

19 THE COURT: But wouldn't that be a ground -- I mean,
20 if they deny the grievance you have to appeal that to the
21 administrative law court, right?

22 MR. WESTBROOK: Yes, sir.

23 THE COURT: Why would that not be additional grounds
24 to raise at the time you appeal it to the administrative
25 law court?

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1 MR. WESTBROOK: Well, I've wondered how I can get it
2 in the record if they don't let me file it. I have
3 thought about having the inmates tender the grievance. I
4 tried last year to tender them -- pursuant to agreement
5 with Mr. Summers we made two or three years ago I agreed
6 to coordinate with him any future filings. Pursuant to
7 that obligation I contacted him last March and said, Lake,
8 I'd like to file these amendments. He came back and he
9 said, no, I'm recommending that you can't do that. Later
10 on in October they send me the letter which is appended as
11 an exhibit stating we will not now or any time accept
12 these amendments. So I don't know how I can get it in the
13 record to go up to the ALJ. And if they refuse it it'll
14 never get in the record. I'm not asking for anything but
15 just to file it and let the courts decide. That's all I'm
16 asking for. And they won't let me file it.

17 THE COURT: Mr. Summers.

18 MR. SUMMERS: Yes, sir, quite a bit to chew on.
19 First and foremost, I don't know how to respond to some of
20 the allegations that Mr. Westbrook made. Safe to say that
21 he has a far different characterization recollection than
22 I did. For example, this agreement that we had where he
23 could file amendments or work through me to file documents
24 ultimately, Judge, there's nothing in the policy that
25 allows an attorney to go to a particular institution and

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1 drop documents off. That's how this whole thing started
2 back in September of 2004 and was ultimately when
3 Mr. Westbrook called Judge Goodstein out of concern about
4 how the mechanics of the delivery of this grievance would
5 occur that Judge Goodstein really took a look at the
6 initial process by which grievances will be filed. And we
7 have -- what we have by way of the orders that she signed
8 and the stay that was imposed, etc. I, very respectfully,
9 Mr. Westbrook I don't think he really had a full
10 understanding at all of how the grievance policy supposed
11 to work, how it's not supposed to work. He keeps talking
12 about how something won't be able to be in the record for
13 review. He can simply submit it to the administrative law
14 court as part of any appeal and say SCDC did not properly
15 consider these documents or these materials. The ALC as
16 the Court I think foreshadowed would certainly be able to
17 look at that. And if the Court determines that we did
18 something wrong by not accepting the amended grievance,
19 the administrative law court can make its decision based
20 upon that.

21 Mr. Westbrook talked at some length about whether or
22 not this is a matter that involves an appeal or whether or
23 not he's challenging or whether or not this case
24 represents a challenge to SCDC's policies and procedures
25 when it comes to whether or not back wages are due or

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1 higher wages are due. I've got a case from the
2 administrative law court that's directly on point that
3 says that a similar case in which we invoked the
4 procedural guidelines from the policy does not involve an
5 appeal challenging the Department's policies or
6 procedures. So these issues have been meted at least in
7 some degree by the administrative law court, Your Honor.

8 THE COURT: So did the court hear that one?

9 MR. SUMMERS: Sir?

10 THE COURT: In the one you have?

11 MR. SUMMERS: Yes, sir, I can hand that ---

12 THE COURT: Did the administrative law court hear the
13 complaint?

14 MR. SUMMERS: Oh, yes sir, yes, sir. It determined
15 that the grievance was not timely filed for many of the
16 same reasons that we're ultimately going to litigate
17 before the administrative law court in these proceedings.
18 I think Your Honor has hit the nail on the head.

19 Ultimately what -- I think the Court certainly
20 accurately stated the reality. The case has come back.
21 The order that Judge Goodstein signed certainly is viable
22 from the standpoint of the enforcement of that order.
23 What Mr. Westbrook wants the Court to do, however, is to
24 allow the filing of, quote, amended grievances which the
25 Court accurately indicated was subject to some

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1 consideration by Judge Goodstein. She did not include
2 that language in her final order; I thinks she's ruled on
3 that. Also, that I think the Court accurately assessed
4 the situation from the standpoint of whether or not
5 there's any jurisdiction inherently before the Circuit
6 Court to allow this kind of, if you want to call it
7 intervention, or allow this kind of role for the Circuit
8 Court in procedural disputes, for lack of a better term,
9 and I think there's material in my memorandum to that
10 effect.

11 Ultimately, Judge, Mr. Westbrook wants to have the
12 Court step in on two levels where the Court should not do
13 so. The administrative law court is the appropriate form.
14 If Mr. Westbrook seeks to have any kind of relief he can
15 certainly file some kind of motion perhaps in its original
16 jurisdiction to do so. And again, let me be very clear,
17 if an inmate seeks to file any kind of supplemental
18 document, SCDC will take a look at it and accept it but it
19 won't be, quote, an amendment. As I think we heard from
20 Mr. Westbrook during our teleconference yesterday he wants
21 the admin -- he wants SCDC under it's policy, or under its
22 practice, to consider the amendment to be a new document.
23 In other words, well, any grievance that was filed say in
24 September of 2004, well, that has been superceded by this
25 amendment that's going to come down in April of 2007.

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1 There's nothing in our policy in any way, shape, or form
2 that even contemplates such a result. We'll collect those
3 documents; but ultimately, from the standpoint of
4 processing the grievance, the first date, the date upon
5 which that grievance was filed back in September of 2004
6 is going to be the effective date. The reason why Judge
7 Goodstein issued the stay in the manner in which she did
8 in this matter and the reason why her order reads the way
9 it does is she said, I'm not going to get involved nor do
10 I think the Court should be involved in the manner with
11 which SCDC processes these grievances. The origin of the
12 stay to begin with, Judge, is when Mr. Westbrook called me
13 and ultimately wound up calling Judge Goodstein and
14 said -- this is back in late October, early November of
15 2004. He asked Judge Goodstein to extend the deadlines
16 that were in our policy. Judge Goodstein declined to do
17 so. Instead, she just simply froze everything. She
18 issued the stay; everything is going to be frozen until
19 this case gets resolved. And as I think both of my
20 submissions to the Court highlight, the chronology by
21 which we find ourselves now flow from there. She
22 ultimately heard a motion to dismiss, granted the motion
23 to dismiss. Mr. Westbrook took the appeal up. A stay
24 from the South Carolina Appellate Court Rule 225(a) kicked
25 in. And finally now after the remittitur has been sent

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1 down, we find ourselves in the process of the Court
2 looking at to enforce the order.

3 But again, going back to what the Court said
4 originally, Mr. Westbrook wants this Court to do far more
5 than enforce the order. He wants the Court to expand the
6 order. He wants the Court to take action that Judge
7 Goodstein considered but did not include his action in the
8 order that she signed, the two orders that she signed back
9 in 2005. So I think the Court is certainly in tune with
10 the issues in this case. And just as vigorously as Mr.
11 Westbrook wants the relief I think on behalf of SCDC, I
12 just as vigorously dispute that, number one, jurisdiction
13 exists by which such relief could be granted; and number
14 two, if this Court should issue this kind of relief. At
15 some point we have to let the policy work itself out. The
16 deadlines that are established in the policy need to be
17 allowed to continue. That's why the grievance processing
18 will resume 60 days from the day of the remit, and that's
19 why Judge Goodstein did what she did.

20 So very respectfully, Your Honor, I would submit that
21 the reasons that I've articulated a moment ago and in the
22 submissions that I've put before the Court, specifically
23 the not motion to quash for lack of jurisdiction, should
24 be the position the Court adopts in this instance. Thank
25 you, sir.

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1 THE COURT: Well, wait a minute. What is the harm
2 and why won't the Department accept the delivery of the
3 documents and just say, okay, we've got them and this is
4 what we got but we're not going to consider it, if that's
5 your position. Now it appears to me that your position is
6 you're not going to consider any new ---

7 MR. SUMMERS: No, sir, I ---

8 THE COURT: ---new allegations made or any new
9 evidence. It seems to me that's the crucial thing,
10 whether it's filed or not filed.

11 MR. SUMMERS: Well, sir, number one ---

12 THE COURT: But that gets it into the record, it
13 protects the inmate, it protects Mr. Westbrook's position.
14 And I mean, I've had things presented to me and I'll say,
15 I'm sorry, you're out of the deadline, I'll mark it as an
16 exhibit and hand it to the court reporter but I'm not
17 going to consider it. Why can't you do that?

18 MR. SUMMERS: Yes, sir, and I -- what I wanted to,
19 hopefully I made that clear. I'm willing -- SCDC is
20 willing to do that but there may be some confusion about
21 some letter I sent in the context of what Mr. Westbrook
22 was talking about. Again, we'll consider it, but as far
23 as it restarting the clock, as far as it being an
24 amendment in the context of a civil procedure ---

25 THE COURT: So you're saying you will consider it?

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1 MR. SUMMERS: Oh, yes, sir.

2 THE COURT: Well then what's the problem,
3 Mr. Westbrook?

4 MR. WESTBROOK: Your Honor, he's told me in the
5 letter October 19th they won't accept any of my
6 grievances. If he will accept it ---

7 THE COURT: He's telling me now that he will
8 physically accept whatever it is that you want to submit,
9 and he's telling me now that they will consider whatever
10 you submit on the merits but they will not go back and
11 change any deadlines. And I don't ---

12 MR. SUMMERS: Or any submission dates from the
13 original step one or step two grievance

14 THE COURT: I do not have any knowledge about any of
15 the deadlines that we're talking about so I can't even
16 enter into that discussion. I'm just not -- I just don't
17 have enough knowledge about the whole situation to know
18 whether that's what we're talking about when deadlines.
19 But what he's saying is he will consider your submissions
20 on the merits, but he's not going to change any of the
21 procedures that set deadlines and set numbers of days to
22 do certain things; they're going to all be in place just
23 like they were prior to Judge Goodstein's order. They
24 were suspended for that period which is like two or three
25 years and then start back 60 days from now. All of that

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1 is going to continue to return.

2 MR. WESTBROOK: Judge, that's certainly more than
3 I've gotten so far. I would ask the Court to find out
4 when I can tender the documents, to whom do I give the
5 documents, and so forth.

6 MR. SUMMERS: Judge, he can give them to me whenever
7 he's ready. If he wants to give me one set with all the
8 names that they represent, that might be logistically
9 easier for me and the agency. He has 150 odd folks.
10 That's a bunch of documents.

11 THE COURT: Well now, you've said in your -- to me
12 that makes sense.

13 MR. SUMMERS: Yes, sir.

14 THE COURT: But I think you've said contrary in your
15 brief, you know, you're saying that he can't submit them
16 on behalf of everybody because that -- he would be going
17 back and having a pseudoclass action. But now, to me, it
18 makes sense to you would accept one set of documents and
19 say, okay, give us a list, it's 183 people this applies to
20 and we'll put it in each file.

21 MR. SUMMERS: Yes, sir, and I will be happy to do
22 that as long as it is not in any way, shape, or form
23 considered by the Court for future purposes as any kind of
24 acceptance or any kind of recognition of a class. Merely
25 for logistical purposes to save paper, in other words.

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1 I'd be happy to do that. If Mr. Westbrook wants to give
2 me a list, he can give me all the documents he wants to
3 submit. As long as it's not a class, we don't consider it
4 to be a class, it is a method by which we facilitate the
5 acceptance of these materials. And again, it will not
6 change any filing dates of any grievance in whatever phase
7 that has already been established to this point in
8 litigation.

9 MR. WESTBROOK: Your Honor, I'd like to know, I'd
10 like -- can I -- will this be considered filing with the
11 SCDC because, I mean, that's what the thing requires, not
12 just giving to its lawyer. I want to file it with SCDC,
13 Lieber Correctional, and these other ---

14 THE COURT: Will you accept service of the filings on
15 behalf of Department of Corrections?

16 MR. SUMMERS: Yes, sir, I will.

17 MR. WESTBROOK: I think we've got, you know, I think
18 that's a heck of a lot more than I've had so far and I do
19 appreciate it, Mr. Summers.

20 THE COURT: All right. Now, let me put my position
21 on the record. My position is that this Court is without
22 authority to grant you the relief that you've requested.
23 I think this Court has unquestionably authority to enforce
24 Judge Goodstein's order, but what you're asking me to do
25 is not provided in Judge Goodstein's order. And so I'm

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1 dismissing your motion, Mr. Westbrook, but you have on the
2 record -- the court reporter will be glad to give you a
3 copy of it -- on admission from Mr. Summers as an officer
4 of this court and as an attorney for the Department of
5 Corrections, he's agreed to do certain things. Now I
6 think those are binding on the Department of Corrections,
7 but understand, I'm not granting an order. All I have
8 done is facilitate the two of y'all reach an agreement
9 which has been memorialized here on the record, and it
10 would show up in the court reporter's transcript but I'm
11 not ordering him to do anything. I think ---

12 MR. SUMMERS: I will abide by ---

13 THE COURT: I think this resolution is proper because
14 I think -- well, I think certainly he should accept the
15 documents, but he says he's willing to go further than
16 that and consider the merits of the documents you wish to
17 file under the circumstances that he's outlined that it's
18 not going to change any dates or any procedural
19 requirements or anything of that nature. I think that's
20 probably all you're entitled to and I think you've got
21 that by agreement. Now you've got it memorialized on the
22 record.

23 MR. WESTBROOK: All right, sir. Very well, sir.

24 THE COURT: All right. And so with that ---

25 MR. WESTBROOK: I might add, Your Honor, discussion

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1 whether to do, to give him a class grievance or individual
2 ones, I think since I've already done the individual ones
3 I'd rather tender that if for no other reason but that the
4 calculations for each one are different and they're
5 particularized to each and I've already done individual
6 ones.

7 MR. SUMMERS: Whatever makes Mr. Westbrook ---

8 THE COURT: He will accept them either way.

9 MR. SUMMERS: Whatever is easier for his system is
10 fine.

11 THE COURT: So what I'm going to do is call
12 Ms. Carolyn Ayer, and I'm going to tell her to prepare me
13 a form order saying that the parties have resolved their
14 differences and their resolution is in the record by the
15 court reporter and that on that basis the matter is
16 settled and the motion is dismissed.

17 MR. WESTBROOK: Your Honor, I appreciate your doing
18 this and I think Lake does too. I would -- my only
19 concern is this: Is whether SCDC follows through on what
20 Lake has -- I think Lake is stating to the Court in good
21 faith his intentions, but he has a battery of attorneys in
22 Columbia and he is not the only one calling the shots. I
23 mean, I've seen this for five years now.

24 THE COURT: Well, why can't -- I mean, when an
25 agreement is reached and it's put on the record it becomes

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1 an order of the Court.

2 MR. SUMMERS: Yes, sir.

3 MR. WESTBROOK: And may I ---

4 THE COURT: And so in that respect I'll have to back
5 up a little bit. What I'm going to say is based on the
6 agreement stated into the record by the parties the Court
7 accepts that agreement and the motion is dismissed. How
8 about that?

9 And I think, Mr. Summers, that if you decide to back
10 up on what you say I think he can come back to me.

11 MR. SUMMERS: Oh, I understand, sir.

12 THE COURT: And ask for me to get involved at that
13 time.

14 MR. SUMMERS: I would agree. And again, ultimately
15 we keep hearing Mr. Westbrook talking about for five
16 years. Quite candidly, Judge, he and I have a vastly
17 different perspective on that. I think we've done the
18 right thing, but that's another issue for another day.
19 Ultimately Mr. Westbrook may not get the relief he wants
20 or thinks these clients deserves, but that's separate and
21 apart from the procedural solution that the Court has
22 fashioned here today.

23 THE COURT: Well, I think he's got the procedural
24 solution he wanted. You will certain have in the record
25 what you want in the record, and then I think the proper

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1 procedure is to go through administrative law court if
2 you're not happy. Once they deal with it, now if they
3 refuse to accept it or then I think you got relief in this
4 court but that's all.

5 MR. WESTBROOK: And just so I clarify the record,
6 Your Honor, I'm going to tender Mr. Summers after we
7 finish it's roughly 100 to 200 -- I'm not sure exact
8 number. I think are at legal or original grievances with
9 exhibits, and I'm also going to tender roughly 100 copies
10 of amendments without exhibits for people whose grievances
11 I have sent to other institutions and that's why in most
12 cases I don't have those exhibits nor the original
13 grievances so that's what I'm going to give to him.

14 MR. SUMMERS: That will be fine, sir. I'll make sure
15 it goes through general counsel and to grievance branch
16 for management and placement in individual files.

17 THE COURT: That a record has been preserved of these
18 materials and then ultimately decisions will flow from
19 those submissions and we'll go on through hopefully not
20 back before this Court but before administrative law
21 court, perhaps even the Court of Appeals beyond. All
22 right. And I suggest y'all request a transcript. I'm not
23 going to put all that in that order.

24 MR. SUMMERS: I think that's a wise course of action,
25 sir.

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1 THE COURT: Okay. Thank you very much. Court is in
2 recess.

3 * * * END OF REQUESTED TRANSCRIPT OF RECORD * * *
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

I, FRANCES BAKIS-RAY, Registered Professional Reporter (RPR), court reporter for the State of South Carolina, Twelfth Judicial Circuit, do hereby certify that the foregoing proceeding is a stenographic report and was transcribed through computer-aided transcription; that the foregoing transcript contains a true record of the proceedings.

I further certify that I am neither counsel for, nor related to nor employed by any of the parties connected to the action, nor am I financially interested in the action.

Witness my hand at Florence, South Carolina, this 23rd day of April, 2007.



FRANCES BAKIS-RAY, RPR
My Commission Expires: 9-13-2014

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G. Ayer
Deputy

FORM 4

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

JUDGMENT IN A CIVIL CASE
2002CP1800134

Darrell Williams, #219730
Gene Richardson, et al

S.C. Dept Of Corrections.

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE

☐

JURY VERDICT. THIS ACTION CAME BEFORE THE COURT FOR A TRIAL BY JURY. THE ISSUES HAVE BEEN TRIED AND A VERDICT RENDERED.

xxxxxx

DECISION BY THE COURT. THIS ACTION CAME TO TRIAL OR HEARING BEFORE THE COURT. (See Below:)

☐

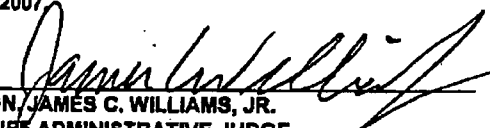
ACTION DISMISSED (CHECK REASON): ☐ RULE 12b, SCRPC; ☐ RULE 41a SCRPC (VOL NONSUIT); ☐ RULE 43k, SCRPC (SETTLED) ☐ OTHER _____

☐

ACTION STRICKEN (CHECK REASON): ☐ RULE 40(j) SCRPC; ☐ BANKRUPTCY ☐ BINDING ARBITRATION, SUBJECT TO RIGHT TO RESTORE TO CONFIRM VACATE OR MODIFY ARBITRATION AWARD; ☐ OTHER _____

IT IS ORDERED AND ADJUDGED: ☐ See Attached order; ☐ Statement of Judgment by the
Upon the call of the case and after discussions on the record of the issues involved, the parties reached an agreement. The agreement is memorialized in the record of this proceeding. Therefore the Motion is dismissed. The agreement of the parties is made an Order of this Court.

Dated at Florence, S.C. this 19th day of April, 2007


HON. JAMES C. WILLIAMS, JR.
CHIEF ADMINISTRATIVE JUDGE
1ST JUDICIAL CIRCUIT

THIS JUDGMENT WAS ENTERED ON THE 20th DAY OF April 2007 AND A COPY WAS MAILED FIRST CLASS THIS 20th DAY OF April 2007 TO ATTORNEYS OF RECORD OR TO PARTIES WHEN APPEARING PRO SE AS FOLLOWS;
Doug Westbrook
Lake Summers

2007 APR 20 PM 3:46
CLERK OF COURT
DORCHESTER COUNTY
Gene Richardson

ORIGINAL COPY

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DOC #24

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* ALSO ADMITTED IN TX
* ADMITTED ONLY IN NC
* CERTIFIED SPECIALIST IN
LABOR & EMPLOYMENT LAW

LABOR & EMPLOYMENT LAW
EMPLOYEE BENEFITS
IMMIGRATION

OF COUNSEL
ROBERT B. ALLEN *

FL FRANK MALONE
1930-2003

FACSIMILE COVER SHEET

DATE: December 8, 2008.

TO: Doug Westbrook

FROM: Lake Summers

FACSIMILE TELEPHONE NUMBER: 843-577-2241

NUMBER OF PAGES (INCLUDING COVER SHEET): 4

MESSAGE: Doug --

Accompanying this cover sheet is a hard copy of an email generated November 7, 2008 from Ann Hallman to our associate Katie Phillips regarding the posting of the "Notice Flier" at SCDC's various institutions. As you can see, all of SCDC's "major" institutions posted the notice on October 20.

Two (2) of SCDC's "pre-release" centers (Campbell and Catawba) did not get into compliance until October 21 for the reason articulated by the parenthetical Ann included in her email.

Three (3) other facilities (Watkins Pre-Release, McCormick CI, and Livesay CI) were in compliance no later than lunch time on October 21 for the reasons

MY FACSIMILE NUMBER: (803) 254-0309

MY TELEPHONE NUMBER: (803) 254-3300

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE ABOVE OFFICE IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE OFFICE AT THE LETTERHEAD ADDRESS VIA THE U.S. POSTAL SERVICE. YOU WILL BE REIMBURSED FOR ANY EXPENSES INCURRED. THANK YOU.

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DOC # 26

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articulated by the parenthetical(s) Ann included in her email.

Pursuant to a directive issued by David Tatarsky, SCDC's General Counsel, on Wednesday, October 15, the "flier" was to remain posted through Saturday, December 6 in order to ensure that the agency complied with the terms of Judge Williams' October 7, 2008 order. I'm working with Ann this morning to confirm the precise status of the fliers at the various institutions as of today.

Finally, I'm also working with Ann this morning toward formulating a plan for processing the requests by approximately 125 of your clients for their 19-54s. It would be very helpful if you could provide us a listing of your clients who have prepared such requests and the facilities at which they are currently incarcerated. We could then begin the process of reaching out to the appropriate officials at those institutions in order to secure the information responsive to their requests.

Talk to you soon,

Lake

MY FACSIMILE NUMBER: (803) 254-0309

MY TELEPHONE NUMBER: (803) 254-3300

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE ABOVE OFFICE IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE OFFICE AT THE LETTERHEAD ADDRESS VIA THE U.S. POSTAL SERVICE. YOU WILL BE REIMBURSED FOR ANY EXPENSES INCURRED. THANK YOU.

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Lake Summers

From: Katie Phillips [kphillips@mtsolvfirm.com]
Sent: Friday, November 07, 2008 10:41 AM
To: 'Lake Summers'
Subject: FW: POSTING NOTICE FOR LCI PI

Lake:
See below

Katie:

*Katie Phillips
Malone, Thompson, Summers & Ott
339 Heyward Street Suite 200
Columbia, SC 29201
Office: 803-254-3300
Office Fax: 803-254-0309
E-mail: kphillips@mtsolvfirm.com*

From: Ann Hallman [mailto:Hallman.Ann@doc.state.sc.us]
Sent: Friday, November 07, 2008 10:25 AM
To: kphillips@mtsolvfirm.com
Subject: POSTING NOTICE FOR LCI PI

Ms. Phillips:

The following were posted on October 20, 2008

Broad River Correctional Institution
Lower Savannah Pre-Release Center
Watkins Pre-Release Center
Waterloo Correctional Institution
MacDougall Correctional Institution
Trenton Correctional Institution
Evans Correctional Institution
Tyger River Correctional Institution
Lieber Correctional Institution
Kershaw Correctional Institution
Coastal Pre-Release Center
Perry Correctional Institution
Manning Correctional Institution
Lee Correctional Institution
Turberville Correctional Institution
Kirkland Correctional Institution
Palmer Pre-Release Center
Allendale Correctional Institution
Stevenson Correctional Institution
Ridgeland Correctional Institution

The following posted on October 21, 2008 (due to employees being off and not getting the message).
Campbell Pre-Release Center
Catawba Pre-Release Center

The following were posted but I did not get confirmation until October 23, 2008:
Watkins Pre-Release Center
McCormick Correctional Institution
Livesay Correctional Institution

12/8/2008

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(I was on the phone with these 3 on and off all day on October 21, 2008 and feel certain they were all posted by lunch time on October 21, 2008.

Ann

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.549 / Virus Database: 270.9.0/1773 - Release Date: 11/7/2008 9:08 AM

No virus found in this outgoing message.

Checked by AVG.

Version: 7.5.549 / Virus Database: 270.9.0/1773 - Release Date: 11/7/2008 9:08 AM

12/8/2008

4476

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DOUGLAS H. WESTBROOK
ATTORNEY AT LAW
23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

April 25, 2007

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

Re: Grievance Amendments/Exhibits

Dear Lake:

Pursuant to our agreement on the record April 19, after hearing I hand-delivered to you as counsel for SCDC the following: (1) the original Amendments with Exhibits for those Lieber inmate-clients listed on Exhibit A, attached hereto; and (2) copies of Amendments, without Exhibits, for those non-Lieber inmate-clients listed on Exhibit B, also attached.

During our conversation April 20, you agreed it was appropriate for SCDC to consider the Exhibits for non-Lieber as well as Lieber inmate-clients, and I could submit to you the Exhibits to pair up with the Amendment copies hand-delivered on April 19. Therefore, I enclose herewith those Exhibits, and matching Amendments, for the non-Lieber inmate-clients listed on attached Exhibit B with this letter.

From our on the record agreement, SCDC now accepts for filing and consideration on the merits the Amendments/Exhibits for the Lieber and non-Lieber inmate-clients listed on attached Exhibits A and B.

A few of these are technically not clients, for grievance purposes, however, in view of the considerable work I have done for them I request they be deemed clients for grievance purposes. Also, a few are releasees. In view of the Supreme Court's affirmance on April 23 of SCDC v. Darrell Williams, I respectfully suggest that these grievances also be considered on the merits.

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Lake Summers, Esquire
April 25, 2007
Page Two

Finally, in the Exhibit A (Lieber inmate-clients) list, there are seven people whose original Amendments/Exhibits were not returned to me, and hence were not included in the group of original Amendments/Exhibits I gave to you on April 19. I would appreciate SCDC considering these Amendments/Exhibits, which I enclose herewith, along with the rest. These seven are: Henry Baker, #263398; Michael Benninger, #264212; Kerlan Etheredge, #236635; James Evans, Jr., #267837; Michael Hood, #279897; Laron Richardson, #258786; and Charles Wells, #254954.

Please advise if you disagree with any of the above, or you need to discuss. Thank you again for your time and attention to these matters.

Sincerely,


Douglas H. Westbrook

DHW/
Encl.

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EXHIBIT A LIST OF ORIGINAL AMENDMENTS/EXHIBITS FOR LIEBER CLIENTS *

Francis Ackerman	Michael Hodge -	William Thomas
Robert Agasto -	Roy Holmes -	James Tino
Tyrone Aiken, 244428	Michael Hood	James Trumper
Linso Allen	Don Hughes	Charles Wells -
Frank Anderson	Timothy Inman	Ray Lee Wells
Henry Baker	James Jackson	Allen White -
Quentin Baker	Alfred Joyner	Kenneth White
Michael Baylor	Joseph Kelsey	Tony Whitt
Jacob Beach	Michael Key	Derrick Williams
Michael Benninger	Dennis Knight	James Williams
Lazarus Brannon	Nicholas Lambros	Anthony Wright
Ronald Brewer	Nikia Law	Eric Youmous
Edward Brooks -	Harry Leonard	Rogello Zavala
Frederick Brown	Quinten Linen	
Keith Brown	Raymond Livingston	
Timothy Brown	Earl Mack	
Edward Bryant	Percy Martin	
Pete Bryant	Cedric Martino	
Douglas Bude	Larry McClam	
Larry Burke	James McFadden	
Thomas Butler	Michael McFarland	
Derek Carter	Thomas Miles	
Leroy Choice	Darrin Miller	
Zawaski Cobb	Ernest Miller	
Baron Cobbs	Roy Morris, Jr.	
Kamathene Cooper	John Moultrie	
Gladstone Cummings	Robert Norris	
Quintin Daniels	Chauncy Orr	
Heyward Dempsey, III	Frank Patterson	
Phillip Denney	Rodney Pressley	
Perry Deveau	Francis Prioleau	
Daniel Dewey	Gene Richardson	
Jerome Durham	Isaac Richardson	
Paul Durham	Laron Richardson	
Harlon Edgar	Ignacio Rivera	
Keith Eigner	Donald Robinson	
Rodney Elliott	Sandra Sanders -	
Anthony English	Vondell Sanders	
Kerlan Etheredge	Arthur Scott	
James Evans, Jr.	Isaiah Scott	
Bernard Felder	Archie Simmons	
Jermaine Garriett	Samuel Simmons	
Fred Gatewood	Virgil Simpson	
Charles Graham, Jr.	David Sims	
Nehemiah Greene	Jonathan Singleton	
David Harrell	Kevin Smith	
Charles Hartley -	Robert Smith	
Johnny Hayes	Alvin Stewart	
Steven Hickenbottom	Jeff Stinson	

*A few may be transferred out of Lieber.

104
103

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EXHIBIT B LIST OF AMENDMENTS/EXHIBITS FOR NON-LIEBER CLIENTS

Tyrone Aiken, 248367	Wilbur Jordan	John Hunley -
Malik Aljalil	Keith Kelly	Steven Husband -
Sherman Austin	Alain Lareau	Archie Johns -
Darryel Beasley	Stephen Lease	Gilbert King -
James Bogan	Archie Lee	Frank McDowell -
Taurus Bowman	Rick Libby	Terrence McLamore -
Gary Bryant	Donald Lyles	Henry Sharper -
Terrell Buchanon	Lavanza Mack	Mervin Sumpter -
Christopher Bush	Donald McAteer	
Michael Busques	Herbert McFadden	
Richard Butler	Tony McNeil	
Kenneth Carter	Edsell McNeill -	
Thomas Carter	Matin Muntagim	
Rudy Cassady	Anthony Murphy	
Sheldon Clark	Anthony Murray	
Frank Corley	James Murray	
Patrick Curtis	Jose Perez -	
Curtis Davis	Tony Pitts	
Gary Davis	Kevin Poston	
Calvin Drummond	Germaine Pringle	
Willie Elder	Larkland Richards	
James Enriquez	Dennis Richey	
David Feggins	Henry Rivers	
Terry Ferguson	Darrell Rochester	
Jose Flores	James Sattler	
James Foye	Joseph Schmitz	
Ray Gadsden	Jerome Scott	
Maxie Gamble	Roosevelt Scott	
Robert Garrett	Ralph Sellars	
Jammie Gaymon	George Shine	
Reginald Geddis	Kenneth Simmons	
Dennis Goff	Ronald Simmons	
Richard Graham	Stephone Simmons	
Gregory Grant	Edward Simpson	
Howard Grant	Timothy Smith	
Gary Grooms	Jeff Spears	
Nelson Hampton	Curtis Thompson	
Willie Hare	James Wells	
Wayne Harlen	Bobby Williams	
James Hartman	Leon Wilson	
Gary Hayes	Timothy Wilson	
Johnny Holden	John Wojcik	
Willie House	Robert Wydman	
Peter Jenkins	Jose Alvarado	

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DOUGLAS H. WESTBROOK
ATTORNEY AT LAW
23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

June 4, 2007

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

Re: Current Grievance Process

Dear Lake:

This will confirm our phone call on May 29, 2007 during which the following matters were covered:

1. You confirmed that SCDC in its "final decisions" currently being issued to inmates, has accepted for filing and considered inmates' Amendments/Exhibits which I hand-delivered to you on April 19th in Florence (Lieber Amendments and Exhibits, and non-Lieber Amendments); and mailed to you April 25 (non-Lieber Amendments/Exhibits). The latter mailing was acknowledged by you as having been received.

2. You also acknowledged that all these Amendments/Exhibits will be included in the record on appeal when these grievance denials are appealed to the ALJ.

3. Further, you acknowledged that you do represent SCDC in these pending appeals to the ALJ, and that under Rule 54 you are counsel of record to receive service of the notices of appeal, without having to copy the General Counsel of SCDC.

This will also confirm that in our phone conference on June 4 with Judge Williams, you again confirmed SCDC is considering the Amendments/Exhibits in its final decisions to inmates, and that Amendments/Exhibits will be included in the record on appeal when these grievance denials are appealed to the ALJ. Judge Williams further suggested that you send me

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DOC # 31

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Lake Summers, Esquire
June 4, 2007
Page Two

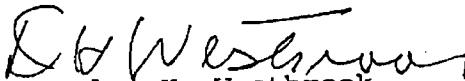
a short letter confirming these matters, and I believe you agreed to do that.

After Judge Williams hung up, we talked about notifying the ALJ regarding the Darrell Williams grievance outcome on appeal, and that SCDC would suggest that all releasee terminated grievances be processed. We also discussed trying to work out the mechanics of processing releasee grievances, etc.

Finally, we discussed possibly getting together at the ALJ in Columbia to try to consolidate the record on appeal as best we can.

Thank you for your time and attention to these matters, and I look forward to hearing from you.

Sincerely,


Douglas H. Westbrook

DHW/

cc: The Honorable James Williams, Jr.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Donald Lyles
(print name)

CERTIFICATE OF SERVICE

I certify that on the 9 day of 4 04,
(month & year)

I filed LCI-0735-04
(step 1, Amendment, exhibits, step 2, etc.)

at the Lieber in the following manner:
(name of prison)

Grievance Coordinator
(handing it to Grievance Coordinator, placing in box, etc.)

3-16-06

(date)

Donald Lyles
(inmate/grievant's signature)

Sworn To Before Me This
16th Day Of
MARCH, 2006

Daniel Martin
Notary Public For S.C.

My Commission Expires:
JANUARY 14, 2014

4483

DOC # 36

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

LAVANZA MACK
(print name)

CERTIFICATE OF SERVICE

I certify that on the 22nd day of September 2004,
(month & year)

I filed grievance
(step 1, Amendment, exhibits, step 2, etc.)

at the Lieber Correctional in the following manner:
(name of prison)

by signing grievance representation letter.
(handing it to Grievance Coordinator, placing in box, etc.)

1/3/06
(date)

Lavanza Mack
(inmate/grievant's signature)

Sworn To Before Me This
3rd Day Of
January, 2006

Ron Smith
Notary Public For S.C.

My Commission Expires:
12/13/2010

4484

mail room
will not
not orig
DOC # 37

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Stephane Simmons
(print name)

CERTIFICATE OF SERVICE

I certify that on the 22 day of SEP 2004
(month & year)

I filed step 1 and exhibit to step 2
(step 1, Amendment, exhibits, step 2, etc.)

at the Lieber Correction in the following manner:
(name of prison)

(handing it to Grievance Coordinator, placing in box, etc.)

3-18-06
(date)

Steph Simmons
(inmate/grievant's signature)

Sworn To Before Me This
13th Day Of
March, 2005. 2006

Penny West
Notary Public For S.C.

My Commission Expires:
12-27-08

4485

DOC # 38

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

CERTIFICATE OF SERVICE

Wilbur Jordan
(print name here)

I certify that on the

11th

day of

Oct.

05

(month & year)

I filed

Step II Grievance

(step 1, amendment, exhibits, step 2, etc.)

Lee Correctional Institution

(name of prison)

in the following manner:

Placing in Grievance Box

(handing it Grievance Coordinator, placing in grievance box, etc.)

10-11-05
(date)

Wilbur Jordan
(inmate/grievant's signature)

Sworn To Before Me This

11th Day Of

October

, 2005.

Janice S. Melton
Notary Public For S.C.

My Commission Expires:

4-26-2014

4486

DOC # 39

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

JAMES BOGAN.
(print name)

CERTIFICATE OF SERVICE

I certify that on the 30 day of 11/2005.
(month & year)

I filed Said Amendments & Exhibit;
(step 1, Amendment, exhibits, step 2, etc.)

at the Allendale, C.I. in the following manner:
(name of prison)

Placing them in the Grievance Box, on Said Allendale Yard.
(handing it to Grievance Coordinator, placing in box, etc.)

11/30/05.

(date)

James Bogan
(inmate/grievant's signature)

Sworn To Before Me This
____ Day Of
____, 2005.

Notary Public For S.C.

My Commission Expires:

4487

DOC # 40

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Michael A. Busques
(print name)

CERTIFICATE OF SERVICE

I certify that on the 14th day of March 2006,
(month & year)
I filed Amendment, exhibits, step 2
(step 1, Amendment, exhibits, step 2, etc.)
at the Alledale C.I. in the following manner:
(name of prison)
placing in box
(handing it to Grievance Coordinator, placing in box, etc.)

3-14-06
(date)

Michael Busques
(inmate/grievant's signature)

Sworn To Before Me This

14 Day Of
March, 2005.

Helen P. Lawrence
Notary Public For S.C.

My Commission Expires:
5/18/14

4488

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DOC # 41

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Richard Butler
(print name)

CERTIFICATE OF SERVICE

I certify that on the 14th day of March 2006
(month & year)
I filed Amendment to Grievance
(step 1, Amendment, exhibits, step 2, etc.)
at the Allendale Corr Inst. in the following manner:
(name of prison) Placing in box
(handing it to Grievance Coordinator, placing in box, etc.)

3-14-06
(date)

Richard Butler
(inmate/grievant's signature)

Sworn To Before Me This
14 Day Of
March, 2005.

Duke P. Freeman
Notary Public For S.C.

My Commission Expires:
5/18/14

4489

(356)
DOC # 42

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Kenneth Carter
(print name)

CERTIFICATE OF SERVICE

I certify that on the 15 day of 12 05,
(month & year)
I filed Step 1 Amendment exhibits Step 2 etc
(step 1, Amendment, exhibits, step 2, etc.)
at the Lieber in the following manner:
(name of prison)
(handing it to Grievance Coordinator, placing in box, etc.)

12/15/05
(date)

Kenneth Carter
(inmate/grievant's signature)
+ Kenneth Carter

Sworn To Before Me This
15th Day Of
December, 2005.

Jaqueline B. Brown
Notary Public For S.C.

My Commission Expires:
3-15-09

4490

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DOC # 43

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF
Sheldon Clark #264772,

(print name here)

CERTIFICATE OF SERVICE

I certify that on the 30, th day of October, 2005.
(month & year)
I filed Amendments w/Ehibits A,C,F,H at the
(step 1, amendment, exhibits, step 2, etc.)
Evans C.I. in the following manner:
(name of prison)
Ms. Skipper, IGC Officer, placing thus in Grievance Box w/proof of service
(handing it Grievance Coordinator, placing in grievance box, etc.)

10-30-2005
(date)

X Sheldon Clark
(inmate/grievant's signature)

Sworn To Before Me This
91 Day Of
OCTOBER, 2005.

Oscar W. Bunker
Notary Public For S.C.

My Commission Expires:
08-06-2009

Note: Inmate Grievance #635-04
Filed 9/22/04;
Appealed 11/7/04

4491

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Doc # 44

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF
Willie Hare #256641

(print name here)

)
)
)
)
CERTIFICATE OF SERVICE

I certify that on the 28 th..... day of October, 2005.

(month & year)

I filed Amendment w/exhibits A,C,F,H

at the

(step 1, amendment, exhibits, step 2, etc.)

Evans CI

in the following manner:

(name of prison)

Grievance Box w/proof of service attached thereto, to Ms. Skipper, IGC.

(handing it Grievance Coordinator, placing in grievance box, etc.)

OCT 31 - 2005
(date)

X Willie R. Hare
(inmate/grievant's signature)

Note: Grievance #669-04, filed 9/22/04
Appealed 11/7/04.

Sworn To Before Me This

31 Day Of

OCTOBER, 2005.

Notary Public For S.C.

My Commission Expires:

08-06-2009

4492

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Doc # 45

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

CERTIFICATE OF SERVICE

ANTHONY MURPHY
(print name here)

I certify that on the

7th

day of

Nov 2005
(month & year)

I filed

(step 1 amendment, exhibits, step 2, etc.)

at the

MANNING CORRECTIONAL INST in the following manner:

(name of prison)

FLORENCE CHETIAN

(handing it to Grievance Coordinator, placing in grievance box, etc.)

14 Nov 2005
(date)

[Signature]
(inmate/grievant's signature)

Sworn To Before Me This

14TH

Day Of

Nov, 2005.

Notary Public For S.C.

My Commission Expires:

Nov 22, 2009

4493

360

DOC # 46

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Jerome Scott #153381
(print name)

CERTIFICATE OF SERVICE

I certify that on the 17th day of January 2006,
(month & year)
I filed AMENDMENT TO STEP 1 & STEP 2
(step 1, Amendment, exhibits, step 2, etc.)
at the ALLENDALE CORR. INST. in the following manner:
(name of prison)
Placing in Grievance Box
(handing it to Grievance Coordinator, placing in box, etc.)

1/17/06
(date)

Jerome Scott
(inmate/grievant's signature)

Sworn To Before Me This
17 Day Of
January, 2005-2006

Helen P. Lawrence
Notary Public For S.C.

My Commission Expires:
5/15/14

4494

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Doc # 47

STATE OF SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

RONALD N. SIMMONS #267937

(print name here)

CERTIFICATE OF SERVICE

I certify that on the 28th day of Nov 2006,
(month & year)

I filed Amendments, exhibits at the
(step 1, amendment, exhibits, step 2, etc.)

Ridgeland Corr Inst in the following manner:
(name of prison)

Placing in Grievance box at Ridgeland C.I.
(handing it Grievance Coordinator, placing in grievance box, etc.)

Nov 28, 2006
(date)

Ronald N. Simmons
(inmate/grievant's signature)

Sworn To Before Me This
____ Day Of _____
____, 2005.

Notary Public For S.C.

My Commission Expires:

Ridgeland C.I. prison will not notarize.

4495

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DOC 48

3 articles that on the

22nd day of September, 2004,

I, Douglas H. Westbrook,

attorney for the class in

Barrell Williams, et al.

SCDC, et al., Case No.

02 - CP - 18-134,

and Barrell Williams,

Class Representative, served

processes of the following

minutes on the

6th of September

to make the same work.

4496

20C 11
90

Roy Holmes, Steven Husband, Baron Cobbo
Joe Pannell, Michael Hodge, Lavanya Mack
Aichee Bell, Quinten Linder, Tyrone Albin
Bernard Felder, Francis Ackerman, Michael Benjamin

✓ Haymon Jammie,	✓ Charles Hartley,
✓ Henry Harper,	✓ Yory Pitts,
✓ Melvin Sumpter,	✓ Robert Smith,
✓ Anthony English,	✓ Earl Macb,
✓ Don Hughes,	✓ Willie Nae,
✓ Henry Baker,	✓ Dennis Goff,
✓ James Murry,	✓ Harold Roberson,
✓ Dick Libby,	✓ Reginald Geddis,
✓ Ralf Sellers,	✓ William Thomas,
✓ Tyrone Aiken,	✓ Curtis Thompson,
✓ Kevin S. Smith,	✓ Elsaac Richardson,
✓ Malik Aljalil,	✓ Taurus Bonman,
✓ Michael McFarland,	✓ Jerome Durham,
✓ Regello Zavala,	✓ Yory Pitts,
✓ Jerome Scott,	✓ Frank McDowell,
✓ Nelson Hampton,	✓ Kerlan Etheredge,
✓ Hermene Hingle,	✓ James Sattler,
✓ Alfred Joyner,	✓ Harry Davis,
✓ Robert Wydman,	
✓ Derrick Williams,	
✓ Alain Lareau,	
✓ Laron Richardson,	
✓ Martin Ali Muntagim	
✓ James Evans,	
✓ Wayne Harlen,	
✓ Ronald Semmons,	4497
✓ Arthur Scott,	
✓ Frank Patterson,	

John Wajcik, Johnny Hayes, Percy Machin, Kenneth White, Lingo Allen, Dennis Richey,
 Robert Norris, Peter Jenkins, Jonathan Singleton, Anthony Wright, Wilbert Mills
 Richard Graham, Herman Angerfeld, Darrin Miller, Pete Bryant, Timothy Brown
 Sheldon Clark, Frank Anderson, Terrell Buchanan, Gilbert King, Willie Elder
 Terry Ferguson, Leroy Choice, Howard Grant, Edward Bryant, Willie House
 Quentin Daniels, Wilbur Jordan, Maurice Gamble, Heyward Deaprey
 Leon Wilson, Larkland Richards, Patrick Curtis, Sandra Sanders,
 Archie Johns, Kenneth Carter, Rudy Cassidy, Donald McAteer,
 James Bogan, Harry Leonard, James Tino, Zawaski Cobb
 Ernest Miller, Curtis Davis, Ronald Brewer, John Huntley
 Edward Brooks

Bill Westbrook

Per Lake Summer
9-22-04

Institutional Training Program Coordinator

Oldies Throat

Daiglas H. Westbrook

Correll Williams

Correll Williams

4498

EXHIBIT 3 *

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer Of Serv
F. Ackerman 266928	DCR	DCR	DCR	DCR	DCR	DCR
T. Aiken 244428	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
T. Aiken 248367	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
M. Aljalil 219551	DCR	DCR	DCR	DCR	DCR	DCR
L. Allen 269378	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
F. Anderson 282800	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	<u>DIRE</u> ²	DCR
S. Austin 300028	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
H. Baker 263398	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹	DANE	DANE	DCR
Q. Baker 297868	DCR	DCR	DCR	DCR	DCR	DCR
M. Baylor 265682	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
J. Beach 301270	DCR	DCR?	DCR	DCR	DCR	DCR

* See Notes at conclusion of this Exhibit 3.

"DCR" = Document Correctly in Record (2nd page missing for some step 1's & 2's)

"DIRE" = Document Incorrectly in Record, to be Excluded

"DINRA" = Document Incorrectly Not in Record, to be Added

"DANE" = Document Apparently Never Existed

"DNL" = Document Not Locatable by SCDC

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Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
D. Beaseley 222388	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DANE ⁴	DCR
M. Benninger 264212	DCR	DCR	DCR	DCR	DCR	DCR
J. Bogan 288111	DCR	DCR	DCR	DCR	DCR	DCR
T. Bowman 252745	DCR	DCR	<u>DINRA</u> ¹ (ADD H)	DCR	DCR	DCR
L. Brannon 227847	DNL ³	DANE	<u>DINRA</u> ¹	DANE	DANE	DCR
R. Brewer 285756	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
F. Brown 289602	DCR	DCR	DCR	DCR	DCR	DCR
K. Brown 295762	DCR	DCR	<u>DINRA</u> ¹ (ADD C,F,H)	DCR	<u>DIRE</u> ²	DCR
T. Brown 238461	DCR	DCR	DCR	DCR	DCR	DCR
E. Bryant 255998	DCR	DCR?	<u>DINRA</u> ¹	DCR	DCR	DCR
G. Bryant 258972	DCR	DCR	DCR	DCR	DCR	DCR
P. Bryant 242370	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR

4500

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
T. Buchanan 277262	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
D. Bude 263537	DCR	DCR?	<u>DINRA</u> ¹	DCR	DCR	DCR
L. Burke 281911	DCR	DCR	DCR	DCR	DCR	DCR
C. Bush 300690	DCR	DCR	DCR	DCR	DCR	DCR
M. Busques 191961	DCR	DCR	<u>DINRA</u> ¹ (ADD C,H)	DCR	<u>DIRE</u> ²	DCR
R. Butler 162467	DCR	DCR	DCR	DCR	<u>DIRE</u> ²	DCR
T. Butler 257552	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
D. Carter 275938	DCR	DCR	DCR	DCR	DCR	DCR
K. Carter 243538	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
T. Carter 249362	DCR	<u>DINRA</u>	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
R. Cassidy 238732	DCR	DCR	DCR	DCR	DCR	DCR
L. Choice 113990	DCR	DCR?	DCR	DCR	DCR	DCR

4501

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
S. Clark 264772	DCR	DCR	DCR	DCR	DCR	DCR
Z. Cobb 187136	DCR	DCR	DCR	DCR	DCR	DCR
B. Cobbs 280479	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ⁴	DCR
K. Cooper 145333	DCR	DCR	DCR	DCR	DCR	DCR
F. Corley 292975	DCR	DCR	DCR	DCR	DCR	DCR
G. Cummings 267450	DCR	DCR	DCR	DCR	DCR	DCR
P. Curtis 175139	DCR	DCR	DCR	DCR	DCR	DCR
Q. Daniels 196284	DCR	DCR	DCR	DCR	DCR	DCR
G. Davis 238776	DCR	DCR	DCR	DCR	DCR	DCR
G. Davis 106144	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
H. Dempsey 134171	DCR	DCR	DCR	DCR	DCR	DCR
P. Denney 240678	DCR	DCR	DCR	DCR	DCR	DCR

4502

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
P. Deveaux 109601	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹	DANE	DANE	DCR
D. Dewey 276678	DCR	DCR?	DCR	DCR	DCR	DCR
C. Drummond 236322	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
J. Durham 270393	DCR	DCR	DCR	DCR	DCR	DCR
P. Durham 219573	DCR	DCR	DCR	DCR	DCR	DCR
H. Edger 261866	DCR	DCR	DCR	DCR	DCR	DCR
K. Eigner 299153	DCR	DCR	DCR	DCR	DCR	DCR
W. Elder 246208	DCR	DCR	<u>DINRA</u> ¹ (ADD H)	DCR	DCR	DCR
R. Elliott 251337	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DANE ²	DCR
A. English 238474	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
J. Enriquez 215539	DCR	DANE ³	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DCR
K. Etheredge 236635	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR

4503

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
... Eugene unknown #	DNL	DANE	DANE	DANE	DANE	DCR
J. Evans 267837	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
D. Feggins 187157	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
B. Felder 22099	DCR	DCR	DCR	DCR	DCR	DCR
L. Ferguson 299080	DCR	DCR	DCR	DCR	DCR	DCR
J. Flores 240563	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
J. Foye 211523	DCR	DANE ³	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DCR
R. Gadsden 187527	DNL ³	DANE	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DCR
M. Gamble 254413	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DCR
R. Garrett 291096	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
J. Garriett 191274	DCR	DCR	DCR	DCR	DCR	DCR
F. Gatewood 289775	DCR	DCR	DCR	DCR	DCR	DCR

4504

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
J. Gaymon 208922	DCR	DCR	<u>DINRA</u> ¹ (ADD H)	DCR	DCR	DCR
R. Geddis 183851	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
M. Gilbert 273934	DCR	DANE ³	DANE	DANE	DANE	DCR
D. Goff 177506	DCR	DCR	DCR	DCR	DCR	DCR
C. Graham 294453	DCR	DANE ³	<u>DINRA</u> ¹	DANE	DANE	DCR
R. Graham 228235	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
G. Grant 109656	DCR	DCR	DCR	DCR	DCR	DCR
H. Grant 255473	DCR	DCR?	<u>DINRA</u> ¹ (ADD C,F)	DCR	DANE ⁴	DCR
N. Greene 243339	DCR	DCR	DCR	DCR	DCR	DCR
G. Grooms 283860	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
N. Hampton 286427/237819	DCR	DCR	DCR	DCR	DCR	DCR
W. Hare 256641	DCR	DCR	DCR	DCR	DCR	DCR

4505

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
W. Harlen 245705	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
D. Harrell 260004	DCR	DCR	DCR	DCR	DCR	DCR
J. Hartman 219770	DCR	DCR	DCR	DCR	DCR	DCR
G. Hayes 263985	DCR	DCR	<u>DINRA</u> ¹ (ADD H)	DCR	DCR	DCR
J. Hayes 267910	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
S. Hickenbotto 196263	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
J. Holden 245199	DCR	DCR	DCR	DCR	DCR	DCR
M. Hood 279897	DCR	DCR	DCR	DCR	DCR	DCR
W. House 257820	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
D. Hughes 256862	DCR	DCR	DCR	DCR	DCR	DCR
T. Inman 151123	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹ (ADD C,H)	DANE	DANE	DCR
C. Jackson 266425	DCR	DANE ³	DANE	DANE	DANE	DCR

4506

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
J. Jackson 267718	DCR	DCR	DCR	DCR	DCR	DCR
P. Jenkins 257321	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
W. Jordan 272264	DCR	DCR?	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
A. Joyner 260442	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
K. Kelly 257556	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DCR
J. Kelsey 217218	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
M. Key 266890	DCR	DCR	DCR	DCR	DCR	DCR
D. Knight 286981	DCR	DCR?	<u>DINRA</u> ¹	DCR	DCR	DCR
N. Lambrose 215080	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
A. Lareau 128014	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
N. Law 260855	DCR	DCR	DCR	DCR	DCR	DCR
S. Lease 137016	DCR	DCR	DCR	DCR	DCR	DCR

4507

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
A. Lee 226354	DCR	DCR	DCR	DCR	DCR	DCR
H. Leonard 249996	DCR	DCR	DCR	DCR	DCR	DCR
R. Libby 274681	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
J. Linen 238553	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
R. Livingston 277133	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
D. Lyles 296135	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
E. Mack 216237	DCR	DCR	DCR	DCR	DCR	DCR
L. Mack 189340	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
P. Martin 270035	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
C. Martino 291396	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
D. McAteer 292961	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
L. McClam 282972	DCR	DCR	DCR	DCR	<u>DIRE</u> ²	DCR

4508

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
H. McFadden 184297	DCR	DCR	DCR	DCR	DCR	DCR
J. McFadden 235419	DCR	DCR?	<u>DINRA</u> ¹	DCR	DCR	DCR
M. McFarland 266870	DCR	DCR	DCR	DCR	DCR	DCR
T. McNeil 235846	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
E. McNeill 219506	DANE	DANE	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DANE
T. Miles 246763	DCR	DCR	DCR	DCR	DCR	DCR
D. Miller 259593	DCR	DCR?	DCR	DCR	DCR	DCR
E. Miller 235474	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
W. Mills 244004	DCR	DCR	DANE	DCR	DANE ⁴	DCR
William Mills 278584 (NOT A CLIENT)	-	-	-	-	-	-
R. Morris 288777	DCR	DCR?	DCR	DCR	DCR	DCR
J. Moultrie 276527	DCR	DCR	DCR	DCR	DCR	DCR

4509

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
f. Muntaqim 142282	DCR	DCR	DCR	DCR	DCR	DCR
A. Murphy 295893	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
A. Murray 237867	DCR	DCR?	<u>DINRA</u> ¹ (ADD F)	DCR	DCR	DCR
J. Murray 165487	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
R. Norris 266101	DCR	DCR	DCR	DCR	DCR	DCR
C. Orr 177069	DCR	DCR	DCR	DCR	DCR	DCR
J. Pannell 89592	DNL ³	DANE	DANE	DANE	DANE	DCR
F. Patterson 283098	DCR	DCR	DCR	DCR	<u>DIRE</u> ²	DCR
J. Perez 237727	DANE	DANE	<u>DINRA</u> ¹ (ADD A,C,F,H)	DANE	DANE	DANE
T. Pitts 280579	DCR	DCR	DCR	DCR	DCR	DCR
K. Poston 266083	DCR	DCR?	DCR	DCR	DCR	DCR
R. Pressley 177947	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹	DANE	DANE	DCR

4/5/10

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
G. Pringle 250390	DCR	DCR	DCR	DCR	DCR	DCR
F. Prioleau 268813	DCR	DCR	DCR	DCR	DCR	DCR
L. Richards 281768	DCR	DCR	DCR	DCR	DCR	DCR
G. Richardson 93614	DCR	DCR	DCR	DCR	DCR	DCR
I. Richardson 232574	DCR	DCR	DCR	DCR	DCR	DCR
L. Richardson 258786	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
D. Richey 233472	DCR	DCR	DCR	DCR	DCR	DCR
I. Rivera 300424	DCR	DCR	DCR	DCR	DCR	DCR
H. Rivers 219118	DCR	DANE ³	DCR	DANE	DANE	DCR
H. Roberson 117001	DCR	DCR	DANE	DCR	DANE ⁴	DINRA (ADD C.O.S.)
D. Robinson 277520	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
D. Rochester 146731	DCR	DCR?	DCR	DCR	DCR	DCR

4511

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
S. Sanders 249871 (DID NOT APP)	-	-	-	-	-	-
V. Sanders 241308	DCR	DCR	DCR	DCR	DCR	DCR
J. Sattler 235043	DCR	DCR	DCR	DCR	DCR	DCR
J. Schmitz 173987	DCR	DCR	DCR	DCR	DCR	DCR
A. Scott 251957	DCR	DCR	DCR	DCR	DCR	DCR
I. Scott 228008	DCR	DCR	DCR	DCR	DCR	DCR
J. Scott 153381	DCR	DCR	DCR	DCR	DCR	DCR
R. Scott 275631	DCR	DCR	DCR	DCR	DCR	DCR
R. Sellers 164295	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
G. Shine 292391	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
A. Simmons 161419	DCR	DCR	DCR	DCR	DCR	DCR
K. Simmons 278911	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR

45/2

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
R. Simmons 267937	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	DCR	DCR
Sam. Simmons 302393	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
Step. Simmons 300422	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DCR	DCR
E. Simpson 220017	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
V. Simpson 281888	DCR	DCR	DCR	DCR	<u>DIRE</u> ²	DCR
D. Sims 278067	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
J. Singleton 287670	DNL ³	DANE	<u>DINRA</u> ¹	DANE	DANE	DCR
K. Smith 272440	DCR	DCR?	DCR	DCR	DCR	DCR
R. Smith 199324	DCR	DCR	DCR	DCR	DCR	DCR
T. Smith 296539	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
J. Spears 281697	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
A. Stewart 278595	DCR	DCR?	DCR	DCR	DCR	DCR

4513

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
J. Stinson 260047	DCR	DCR	DCR	DCR	DCR	DCR
J. Tevis 216442	DCR	DCR	DANE	DCR	DANE ⁴	DCR
W. Thomas 272501	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
C. Thompson 266448	DCR	DCR	<u>DINRA</u> ¹ (ADD F)	DCR	<u>DIRE</u> ⁴	DCR
J. Tino 145030	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,H)	DCR	DANE ⁴	DCR
J. Trumper 247429	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C)	DCR	<u>DIRE</u> ²	DCR
J. Wells 180458	DCR	DCR	DCR	DCR	<u>DIRE</u> ²	DCR
R. Wells 173651	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹	DANE	DANE	DCR
D. Wheeling 264976	DCR	DCR	DANE	DCR	DANE ⁴	DCR
K. White 228409	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
B. Williams 261486	DCR	<u>DIRE</u> ³	<u>DINRA</u> ¹	DANE	DANE	DCR
D. Williams 219730	DCR	DCR	DANE	DCR	DANE ⁴	DCR

4514

Name	Step 1	Step 1 Response	Amend/Exh A,C,F,H	Step 2	Step 2 Fin Dec	NOA/ Cer of Serv
Der. Williams 272958	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
J. Williams 282929	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
L. Wilson 155867	DCR	DCR?	<u>DINRA</u> ¹	DCR	DANE ⁴	DCR
T. Wilson 261971	DCR	DCR	<u>DINRA</u> ¹ (ADD F)	DCR	DANE ⁴	DCR
T. Witt 242918	DCR	DANE ³	<u>DINRA</u> ¹	DANE	DANE	DCR
J. Wojcik 219463	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
A. Wright 199009	DCR	DCR	<u>DINRA</u> ¹	DCR	<u>DIRE</u> ²	DCR
R. Wydman 260331	DCR	DCR	<u>DINRA</u> ¹ (ADD A,C,F,H)	DCR	<u>DIRE</u> ²	DCR
E. Youmous 281091	DCR	DCR	<u>DINRA</u> ¹	DCR	DCR	DCR
R. Zavala 245106	DCR	DCR?	DCR	DCR	DCR	DCR

4515

Notes

1. Inmate's Amendments/Exhibits A,C,F,H to grievances are missing from the record in whole or in part. Some inmates were successful in filing their Amendments/Exhibits on their own in 2005-2006. Others were not. Inmates filed a motion in Circuit Court to enforce filing of these documents. During an April 19, 2007 hearing on the motion before Judge James Williams, SCDC agreed on the record to file the Amendments/Exhibits and consider them on the merits. This became an order of the Circuit Court (April 19, 2007 Transcript and Order, to be submitted for record). In a phone conference with Judge Williams on June 4, 2007, SCDC also agreed to include all Amendments/Exhibits in the ALC record on appeal. Judge Williams offered to verify this if necessary. See June 4, 2007 D. Westbrook to L. Summers letter, attached hereto. (Exhibit 2, Document 31)

Inmates request permission to substitute signed Amendments in undersigned counsel's possession for those unsigned ones currently in the record.

2. During 2007-2008, SCDC issued step 2 final decisions for some 116 inmates and undersigned counsel filed appeals in the ALC. On several occasions, counsel inquired when the 80 plus remaining step 1's and 2's would be processed so that appeals could be taken. Between November 2007 and May 2008, SCDC stated in several phone conferences with the Court that it would finish processing the outstanding grievances in 15 to 30 days. See letters copied to the Court, and a list of the outstanding grievances, attached hereto. The subject inmates of this note 2 are on this list in section IA.

In July 2008, inmates filed a motion in Circuit Court to enforce automatic filing of appeals to the ALC for failure of SCDC to process grievances. The list of outstanding grievances was attached as an exhibit to the motion. SCDC argued many inmates had been given their step 1 or 2 responses but failed to appeal to the next level. In support, SCDC produced 47 step 2's and 10 step 1's for inmates on the list. Typically, the response section on the forms stated, "See Attached", however, there was no **decision** or reasons for decision attached to any of the some 57 responses. SCDC grievance policy, §§11, 13.3, 13.5, requires all grievance responses to have a decision and reasons.

On and after November 7, 2008, inmates' counsel filed 81 automatic appeals in the ALC for SCDC's failure to process the outstanding grievances. The notices of appeal clearly state, "no final decision issued".

Most of the step 1's and 2's were returned to inmates between May and August 2007, well before SCDC told the Court that grievance processing was not complete for these outstanding grievances. If processing was not complete, or yet to be finished, when inmates received back their "responses", it seems likely they would not have received a decision. And if decisions were not issued, it is difficult to see how inmates' appeal rights were forfeited since only a "decision" triggers appeal in the normal course (Griev. Policy, §§13.4, 13.6).

Inmates submit the record indicates the step 1 and 2 decisions did not exist when they received back their responses and should be excluded from the record as outside the meaning of "intermediate rulings" and "final decision" in ALC Rule 58.

HS/6

3. In August 2008, SCDC produced 10 step 1's for inmates on the list of outstanding grievances. SCDC argued for these step 1's the inmate acknowledged receipt of their step 1 "replies" but failed to appeal to step 2. For those remaining step 1's, SCDC stated it could not locate the grievance papers; it could still timely provide a response to the step 1; or would not process either because the inmate was deceased or counsel signed the grievance on inmate's behalf. Obviously, inmates disagree with these contentions.

All inmates referenced in this note 3 are on the list of outstanding grievances. For the reasons stated in note 2, inmates contend that any step 1 response for this inmate in the record did not exist when step 1 responses were returned to the inmate, and should be excluded from the record as outside the meaning of "intermediate rulings" in ALC Rule 58.

4. For those unprocessed step 2's referenced in this note 4, SCDC states it will not process grievances for deceased inmates or grievances signed by counsel on behalf of inmates; SCDC cannot locate inmates' step 1 and step 2 and he can file another step 1; SCDC can still timely provide inmate a response to the step 2; or SCDC intends to serve step 2 final decisions on undersigned counsel. Obviously, inmates disagree with these contentions.

All inmates referenced in this note 4 are on the list of outstanding grievances. For the reasons stated in note 2, inmates contend that any step 2 decision for this inmate in the record did not exist when step 2 responses were returned to the inmates, and should be excluded from the record as outside the meaning of "final decision" in ALC Rule 58.

5. SCDC says it has no record of Mr. Eugene's incarceration or grievance. However, the September 30, 2004 Certificate of Service clearly shows on the last line, third name from the right, Mr. Eugene's step 1 as filed at this time. Thus, while SCDC may not have the record, that does not exclude the possibility of it being lost. See Certificate of Service, R, 880.

Exhibit C

I. INMATES INCARCERATED

A. 49-50 who filed steps 1 & 2

Tyrone Aiken, 244428
Tyrone Aiken, 248367
Frank Anderson, 282800
Ronald Brewer, 285756
Keith Brown, 295762
Pete Bryant, 242370
Michael Busques, 191961
Richard Butler, 162467
Thomas Carter, 249362
Gary Davis, 106144
Anthony English, 238474
Kerlan Etheredge, 236635
James Evans, 267837
Jose Flores, 240563
Robert Garrett, 291096
Reginald Geddis, 183851
Richard Graham, 228235
Gary Grooms, 283860
Wayne Harlen, 245705
Johnny Hayes, 267910
Steven Hickenbottom, 196263
Alfred Joyner, 260442
Joseph Kelsey, 217218
Nicholas Lambrose, 215080
Raymond Livingston, 277133
Donald Lyles, 296135
Lavanza Mack, 189340
Cedric Martino, 291396
Donald McAteer, 292961
Larry McClam, 282972
Tony McNeil, 235846
Frank Patterson, 283098
Laron Richardson, 258786
Ralph Sellers, 164295
George Shine, 292391
Kenneth Simmons, 278911
Edward Simpson, 220017
Virgil Simpson, 281888
David Sims, 278067
Timothy Smith, 296539
Jeffrey Spears, 281697
James Trumper, 247429
James Wells, 180458
Kenneth White, 228409
Derrick Williams, 272958
Anthony Wright, 199009
Robert Wydman, 260331
Thomas Butler, 257552
Rodney Elliott, 251337
Jonathan Singleton, 287670 ?

B. 13-14 who filed step 1 only

Henry Baker, 263398
Lazarus Brannon, 227847
Perry Deveau, 109601
James Enriquez, 215539
Maxie Gamble, 254413
Charles Graham, 294453
Keith Kelly, 257556
Joe Pannell, 89592
Rodney Pressley, 177947
Sandra Sanders, 249871
Ray Wells, 173651
Jonathan Singleton, 287670 ?
Bobby Williams, 261486
Tony Witt, 242918 *

C. 4 who may not have filed step 1

Ray Gadsden, 187527 *
Edsell McNeill, 219506 *
Jose Perez, 237727 *
Henry Rivers, 219118 *

* 105 & 180 day grievance period may
not be expired.

4518

II. INMATES RELEASED

A. 12 who filed steps 1 & 2

Wilbert Mills, 244004
Harold Roberson, 117001
James Tino, 145030
Baron Cobbs, 280479
Curtis Thompson, 266448
Darryel Beasley, 222388
Howard Grant, 255473
Darrell Williams, 219730
Timothy Wilson, 261971
Leon Wilson, 155867
Jeffrey Tevis, 216442
Demetrius Wheeling, 264976

B. 4 who filed step 1 only

Marvin Gilbert, 273934
Timothy Inman, 151123
James Foye, 211523
Chuck Jackson, 266425

III. CANNOT LOCATE (filed step 1 only)

Keith Eugene, # not known

**THE STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

The Honorable Ralph King Anderson, III, Chief Administrative Law Judge

Francis Ackerman, #266928, et al.,	)	Docket Nos. 07-ALJ-04-00444 through 00449-AP
	)	Docket Nos. 07-ALJ-04-00500 through 00548-AP
	)	0549-IJ, 0550 through 07-00559-AP
Appellants,	)	Docket Nos. 07-ALJ-04-00623 through 00632-AP
	)	Docket Nos. 07-ALJ-04-00671 through 00677-AP
vs.	)	Docket Nos. 07-ALJ-04-00691, 0752, 0826, 0856
	)	through 0867-AP
	)	Docket Nos. 07-ALJ-04-00869 through 00872-AP
	)	Docket Nos. 07-ALJ-04-00444, 0876, 0885
	)	Docket Nos. 07-ALJ-04-00141 through 00149-AP
South Carolina Department of	)	Docket Nos. 07-ALJ-04-00169 through 00171-AP
Corrections,	)	Docket Nos. 07-ALJ-04-00966 through 01021-IJ
	)	Docket Nos. 07-ALJ-04-01023 through 01045-IJ
Respondent.	)	Docket No. 09-ALJ-04-00304-IJ
	)	

***SCDC'S RESPONSE TO THE APPELLANTS' MOTION TO
SUPPLEMENT RECORD DATED MAY 23, 2011***

On May 6, 2011, the Respondent, the South Carolina Department of Corrections ["SCDC"], filed and served the 1st Supplemental Record on Appeal in the above-captioned consolidated matter. SCDC prepared and filed the 1st Supplemental Record on Appeal in accordance with the Order issued by this Court on March 10, 2011.

By a motion dated May 23, 2011, the Appellants filed a Motion to Supplement the contents of the 1st Supplemental Record on Appeal filed and served by SCDC on May 6, 2011.

The undersigned counsel for SCDC received the Appellants' motion on May 24, 2011.

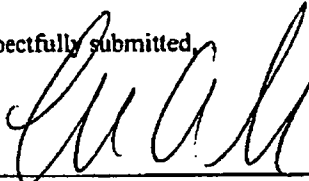
4520

SCDC hereby respectfully files its response to the Appellants' Motion dated May 23, 2011.

Given the breadth of issues animated by the Appellants' motion and given the amount of materials the Appellants' filed in support of their motion, this Court, during a teleconference conducted on May 27, 2011, permitted SCDC's undersigned counsel to present its instant response to the myriad of issues and arguments raised by the Appellants in their May 23, 2011 motion in an alternative format, namely an itemized discussion and refutation of the Appellants' points.

Accordingly, SCDC's instant response is comprised of three (3) sections, each of which consists of tables and charts reflecting SCDC's itemized arguments in opposition to the issues and arguments presented by the Appellants in their motion dated May 23, 2011.

Respectfully submitted,



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Katherine A. Phillips
Malone, Thompson, Summers & Ott LLC
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Columbia, South Carolina 29201
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Fax: (803) 254-0309
E-mail: summers@mtsolaawfirm.com
phillips@mtsolaawfirm.com

Counsel for Respondent SCDC

Columbia, South Carolina
June 17, 2011

41521

4522

SCDC's Response to Appellants' Motion to Expand the Record on Appeal and Exhibit 1

I. SCDC's general objections to Appellants' motion to expand the record on appeal.

- a. SCDC respectfully submits that, although it disagrees with the Appellants' characterization of the events described in paragraphs 1 – 3, no response is required from SCDC.
- b. SCDC provides a paragraph by paragraph response to the Appellants' motion to expand the record on appeal in the tables accompanying this document.
- c. Appellants contend that SCDC may have deleted pay records. SCDC emphatically denies it deleted any pay records. In addition, Appellants' have provided no evidence of their accusation.
- d. Appellants' contend that SCDC may have fabricated documents. SCDC emphatically denies that it fabricated any documents. In addition, Appellants' have provided no evidence of their accusation.
- e. Please also refer to SCDC's separate response to Appellants' proposed Exhibits 2 and 3.

II. SCDC's general objections to Appellants' motion to expand the record on appeal to include "Exhibit 1."

- a. Appellants' Exhibit 1 is inaccurate and confusing.
 - a. Appellants provided no explanation for the parenthesis or underlines shown on the dates within their proposed Exhibit 1. ✓
 - b. Appellants' provide no explanation for the "10" that is shown within the Appellants' suggested start and stop date column. ✓
 - c. Exhibit 1 contains inaccurate pay and participation dates for at least four (4) of the first (5) inmates.
 - d. Exhibit 1's summary of pay and participation dates conflicts with the original source materials.
 - e. Please refer to the additional examples provided throughout SCDC's paragraph by paragraph assessment of SCDC's motion to expand the record on appeal, Exhibit 2 and Exhibit 3.
- b. Column "Step 1 File Date" contains not only Appellants' proposed Step 1 filing date for the inmates, but, apparently, the issue number for the arguments identified by Appellants.
- c. Appellants fail to comprehend the differences and limitations on the various sources of information maintained by SCDC. For instances, Appellants' fail to recognize that Exhibit F represents pay dates, where as the other sources of information represent participation dates. For the majority of inmates participation and pay dates are consistent. Moreover, Appellants' fail to recognize that Exhibit F was updated on March 28, 2011, at the request of the court, but the other sources of information have not been updated in years (i.e. since 2007 or 2008).
- d. Appellants contend that Exhibit F is questionable, incomplete and inaccurate, and therefore, propose a composite of six (6) different data sources as the "Suggested Start/Stop Dates." Appellants suggest participation dates, even though the proposed dates are consistent with Exhibit F pay dates. ✓
- e. Column "Step 2 File Date" is completely blank, and therefore serves no purpose in Appellants' Exhibit 1.
- f. Appellants' Exhibit 1 is unnecessary for Appellants to challenge the Exhibit F data.

4523

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section I)
Page 2, Paragraph 4

Appellants' Position	SCDC's Position	Analysis and Examples
SCDC is judicially estopped from denying a Step 1 filing date of September 22, 2004 for all inmates who filed a Certificate of Service form on September 22, 2004 and September 30, 2003. Appellants propose Exhibit 1 as an alternative or supplement to SCDC's spreadsheet entitled "Ackerman 5-6-11."	<u>Oppose and/or Deny</u>	➤ SCDC opposes the inclusion of Appellants' proposed Exhibit 1 and the contents and arguments related to Exhibit 1 within the record on appeal. ➤ SCDC is not judicially estopped from asserting a Step 1 filing date of September 30, 2004 for inmates who filed a Certificate of Service on September 30, 2004. Compare September 30, 2004 certificate of service for inmates Austin and Baker (R. p. 880) with Appellants' proposed Step 1 filing date on Exhibit 1. ➤ On or about January 28, 2010, counsel for Appellants and SCDC conducted a telephone conference during which they attempted to stipulate to Step 1 filing dates and participation dates. At the time, SCDC's counsel offered to stipulate to the earliest date shown on the inmates Step 1 grievance form, and as reflected in SCDC's August 8, 2008 spreadsheet. No stipulation was reached. Instead, Appellants' counsel informed SCDC's counsel that he could not ethically stipulate to the earliest date on the Step 1 form because he filed a certificate of service for these inmates on a later date, including September 22, 2004 and September 30, 2004. For example, inmate English signed his Step 1 grievance form on September 9, 2004, (R. p. 1823), but Appellants' counsel declined SCDC's offer to stipulate to a September 9, 2004 Step 1 filing date because inmate English signed a certificate of service on September 22, 2004. ➤ Apparently, Appellants' counsel has overcome his ethical concerns because he contends that SCDC is estopped from denying a Step 1 filing date of September 22, 2004 for inmates who actually filed a certificate of service on September 30, 2004. ➤ Although suggested within Exhibits 2 and 3, but not mentioned in their brief, Appellants' counsel also contends that, for inmates who did not file a certificate of service, the Step 1 filing date should be the earliest date provided on the inmate's Step 1 form. Appellants further contend that SCDC is estopped from recognizing this earlier date as the Step 1 filing date because it is listed on the August 8, 2008 spreadsheet. SCDC respectfully submits that Appellants counsel rejected its offer to use the earlier filing date and the contents of SCDC's August 8, 2008 spreadsheet when counsel for the parties could not reach a stipulation in January 2010. ➤ SCDC respectfully submits that the Step 1 filing date for all inmates should be the date SCDC received the Step 1 grievance, as reflected by a certificate of service or by the date stamp that appears on the grievance form because it is inconsistent to use the date SCDC received the grievance as a Step 1 filing date for those inmates who filed a certificate of service, but to use the earliest date on the Step 1 form, regardless of the date SCDC received the Step 1 form, for inmates who did not submit a certificate of service. ➤ Please refer to SCDC's response to Appellants' Exhibit 2 and Exhibit 3.

4524

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section I)

Page 2, Paragraph 5

Appellants' Position	SCDC's Position
Appellants' Exhibit 1 and SCDC's spreadsheet entitled "Ackerman 5-6-11" differ on "last pay dates." Exhibit F contains "gaps" in pay dates that indicate separate periods of work. The separate periods of work in Exhibit F would not exist if the pay dates were inadvertently or deliberately deleted.	<u>Oppose and/or Deny</u>

Analysis and Examples

- 4525
- SCDC did not inadvertently, deliberately, or otherwise delete any Inmate pay records.
 - Exhibit F reflects the dates that inmates were paid for participating in the prison industries project. Exhibit F also reflects the number of hours for which the inmate was paid. Inmates were only paid for the hours during which they actually provided services to the PI project. Therefore, SCDC respectfully submits if there is no pay record within Exhibit F, then the inmate was not paid because the inmate did not provide any services during that pay period. The fact that an inmate did not provide any services to the PI project during that pay period however, does not necessarily mean that the inmate was no longer participating in the PI project. Instead, SCDC respectfully submits that there are many reasons an inmate may not have provided any services to the PI project during a given pay period, including the following situations: injury, illness, suspension, lockdown, court appearance, work stoppage, etc.
 - Exhibit F data is provided in full in the record on appeal at pages 31 – 312. SCDC summarized this Exhibit F data in Ackerman 5-6-11. When SCDC summarized the Exhibit F data, it did not reflect breaks in pay data that were less than six (6) months, for the majority of inmates. Appellants' summary of Exhibit F data within Exhibit 1 differs from SCDC's summary of Exhibit F data within Ackerman 5-6-11, because Appellants' include pay "gaps" in Exhibit 1 that SCDC did not include. See the example provided immediately below. Nonetheless, Appellants' contend that SCDC's summary of Exhibit F data is inaccurate because of the additional pay gaps reflected by Appellants' in Exhibit 1. In addition, Appellants' suggested start and stop dates include additional gaps. Yet, Appellants' contend that the gaps in Ackerman 5-6-11 Exhibit F data reflect deleted data, but the gaps reflected in Exhibit 1 suggested start and stop dates do not. Please refer to SCDC's response to Appellants' brief paragraph 9.

➤ Example:

Inmate	SCDC Ackerman 5-6-11 Exhibit F (3/28/11)	Appellants' Exhibit 1 Exhibit F Pay Dates
Ackerman	10/22/01 – 9/9/02	(10/22/01 – 11/19/01 & 1/14/02 – 9/9/02)
Bowman	12/3/01 – 6/30/03	(12/3/01 – 4/7/03 & 6/30/03 – 6/30/03)

- Appellants provide no evidence to support their contention that they were paid on dates in addition to those provided in Exhibit F. SCDC is unaware of any inmate who claims within his grievance that he did not received any pay for dates that he provided services to the PI project.
- Please refer to SCDC's response to Appellants' brief paragraphs 4 – 9 regarding Appellants' contention that Ackerman 5-6-11 and Exhibit 1 differ on last pay dates.

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit I (Section I)
Pages 2 -3, Paragraph 6

Appellants' Position	SCDC's Position
A comparison of Exhibit F with other sources of information maintained by SCDC indicate that SCDC may have deleted pay records. For example, Exhibit F data for inmate Bogan does not include pay data for eight (8) pay periods.	<u>Oppose and/or Deny</u>

Analysis and Examples								
➤ Again, SCDC did not inadvertently, deliberately, or otherwise delete any inmate pay records. ➤ Again, Exhibit F reflects the dates on which inmates were <i>paid</i>. The other sources of information maintained by SCDC reflect dates that inmates may have <i>participated</i> in the PI project. Again, "gaps" in pay records do not necessarily indicate the inmate was no longer participating in the PI project. SCDC respectfully submits that, in the vast majority of instances, Exhibit F pay data is not inconsistent with the participation dates provided by Appellants in Exhibit I. See the below example:								
45-26 <table border="1"> <thead> <tr> <th>Inmate</th><th>SCDC Ackerman 5-6-11 Exhibit F (3/28/11)</th><th>Appellants' Exhibit I "Suggested Start/Stop Dates"</th></tr> </thead> <tbody> <tr> <td>Bogan, J.</td><td>7/14/03 – 5/2/05 & 8/22/05 – 11/14/05</td><td>6/26/03 – 11/2/05</td></tr> </tbody> </table>			Inmate	SCDC Ackerman 5-6-11 Exhibit F (3/28/11)	Appellants' Exhibit I "Suggested Start/Stop Dates"	Bogan, J.	7/14/03 – 5/2/05 & 8/22/05 – 11/14/05	6/26/03 – 11/2/05
Inmate	SCDC Ackerman 5-6-11 Exhibit F (3/28/11)	Appellants' Exhibit I "Suggested Start/Stop Dates"						
Bogan, J.	7/14/03 – 5/2/05 & 8/22/05 – 11/14/05	6/26/03 – 11/2/05						
➤ Appellants' rely upon Final Decision dates and Geathers dates within Exhibit I to support their contention that inmate Bogan continuously participated in the PI program from June 26, 2003 until November 2, 2005. When SCDC drafted its final decisions, it did not account for breaks in pay data of less than six (6) months. Like SCDC's summary of Exhibit F data within Ackerman 5-6-11, the dates within SCDC's final decision represented an accurate summary of Exhibit F data. Furthermore, a review of Exhibit F data (R. pp. 46 – 47) reveals that inmate Bogan was paid on "5/2/05" and not again until "8/22/05." Inmate Bogan was paid on August 22, 2005 for providing 76.05 hours of compensable services. Logically, inmate Bogan performed the 76.05 hours of compensable services prior to being paid on August 22, 2005. ➤ Appellants have provided no evidence that inmate Bogan was actually paid for services between May 2, 2005 and August 22, 2005. Nor have Appellants provided any evidence that inmate Bogan provided any compensable services between May 2, 2005 and August 22, 2005. ➤ Appellants' fail to account for the "EWC" start and stop dates they provided for inmate Bogan on Exhibit I, which, like SCDC's summary of Exhibit F data, reflect a break in participation between "4/28/05" and "8/10/05." ➤ Whether inmate Bogan participated in the PI project continuously or experienced a break in service, is irrelevant to the issue currently before the Court - the date each Appellant should have filed their Step 1 grievance. Inmate Bogan filed his Step 1 grievance on September 22, 2004, before he may have experienced a break in service in the PI project. Inmate Bogan's Step 1 grievance was either timely filed on September 22, 2004 or not timely filed on September 22, 2004. The fact that inmate Bogan continued to participate in the PI project after he filed his grievance is irrelevant to whether his grievance was timely filed.								

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section I)
Page 3, Paragraph 7

Appellants' Position	SCDC's Position	Analysis and Examples			
Exhibit F last pay dates are disputed by other SCDC records, as shown in Appellants' Exhibit 1. For example, Inmate Baylor.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ Example: Inmate Baylor			
		SCDC Ackerman 5-6-11 Exhibit F (3/28/11)	Appellants' Exhibit 1 Exhibit A Hired and Released Dates	Appellants' Exhibit 1 Geathers Start and Stop Dates	Appellants' Exhibit 1 EWC Start and Stop dates
		6/4/01 – 12/17/01	5/23/01 – 10/2/02	10/28/04 – 1/8/04	5/18/01 – 12/6/01 12/7/01 – 1/11/02 10/28/04 – 1/12/05
		➤ Contrary to the Appellants' position, for the majority of inmates the "last pay dates" appearing within "Exhibit F" are not disputed by other SCDC records. The other sources of information maintained by SCDC presented other and, for that matter, less reliable data for the attorneys to consider as they attempted to reach agreement on a proposed stipulation regarding key data for the Court's consideration.			
		➤ Ultimately, however, SCDC represents that the data appearing in its "Exhibit F" is the most accurate and reliable data regarding the period(s) of time within which the Appellants participated or continue to participate in the prison industries project at Lieber.			

4527

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section I)
Page 3, Paragraph 8

Appellants' Position	SCDC's Position	Analysis and Examples															
8254 Exhibit F is "questionable" as a sole source of complete work dates and thus is questionable for last pay dates.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ Again, Appellants fail to comprehend that Exhibit F reflects pay dates while other sources of information maintained by SCDC reflect only participation dates. Any differences between these datasets do not indicate that the data appearing in Exhibit F is inaccurate or otherwise unreliable. Also, Appellants fail to comprehend the limits on a particular data set. ➤ The Appellants apparently argue in favor of participation dates instead of pay dates because SCDC has included only pay dates within the record on appeal. SCDC so concludes in light of the fact that start and stop dates suggested by the Appellants are often based on a participation date even though the participation date is consistent with Exhibit F pay dates. For example, an inmate's participation data may reflect the inmate ended his participation in the PI project on September 12, 2006, whereas Exhibit F shows the inmate was last paid on September 18, 2006. It is perfectly consistent for an inmate to end his participation on September 12, 2006 and receive his last pay on September 18, 2006. Moreover, Exhibit F data (R. pp. 31 – 312) includes the amount of hours for which the inmate was paid during in each pay period. ➤ Exhibit F data, which was last updated on March 28, 2011, is the only dataset that is current. "Geathers" participation dates were last updated in July 2007 and therefore are only current through July 2007. Final decision participation dates are only current through the date they were generated, as reflected on the associated Step 1 grievance form. EWC forms are only current through the date they were printed. Therefore, as discussed by SCDC in response to paragraph 9, participation dates are not a reliable source of last pay or participation dates. ➤ The data appearing within Appellants' Exhibit 1 is inaccurate. For example, Appellants' Exhibit 1 does not accurately represent inmate Aiken's EWC form within their own spreadsheet, which Appellants contend is more accurate than SCDC's Exhibit F. See the table immediately below: <table border="1"> <thead> <tr> <th>Inmate</th><th>Appellants' Exhibit 1 "EWC's start/stop dates"</th><th>EWC Form submitted by Appellants in support of Exhibit 2</th></tr> </thead> <tbody> <tr> <td align="center" rowspan="4">Aiken, Tyrone (# 244428)</td><td align="center">4/5/02 – 10/3/02</td><td align="center">4/5/02 – 10/3/02</td></tr> <tr> <td align="center">1/24/03 – 5/13/03</td><td align="center">1/24/03 – 5/13/03</td></tr> <tr> <td align="center">5/30/03 – 6/26/03</td><td align="center">5/14/03 – 5/29/03</td></tr> <tr> <td align="center">1/26/05 – 5/31/05</td><td align="center">5/30/03 – 6/26/03</td></tr> <tr> <td></td><td></td><td align="center">1/26/05 – 5/31/05</td></tr> </tbody> </table> ➤ Likewise Appellants' Exhibit 1 does not accurately reflect inmate Aiken's 1954 form within their own spreadsheet. Compare inmate Aiken's 1954 start and stop dates provided by Appellants' within Exhibit 1 with the 1954 form provided by Appellants' in support Exhibit 2 document # 10. ➤ SCDC identified errors in the data provided for four (4) of the first five (5) inmates listed on Appellants' Exhibit 1. (i.e. Ackerman, Aiken, Alijalil, Allen).	Inmate	Appellants' Exhibit 1 "EWC's start/stop dates"	EWC Form submitted by Appellants in support of Exhibit 2	Aiken, Tyrone (# 244428)	4/5/02 – 10/3/02	4/5/02 – 10/3/02	1/24/03 – 5/13/03	1/24/03 – 5/13/03	5/30/03 – 6/26/03	5/14/03 – 5/29/03	1/26/05 – 5/31/05	5/30/03 – 6/26/03			1/26/05 – 5/31/05
Inmate	Appellants' Exhibit 1 "EWC's start/stop dates"	EWC Form submitted by Appellants in support of Exhibit 2															
Aiken, Tyrone (# 244428)	4/5/02 – 10/3/02	4/5/02 – 10/3/02															
	1/24/03 – 5/13/03	1/24/03 – 5/13/03															
	5/30/03 – 6/26/03	5/14/03 – 5/29/03															
	1/26/05 – 5/31/05	5/30/03 – 6/26/03															
		1/26/05 – 5/31/05															

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section 1)
Page 3, Paragraph 9

Appellant's Position	SCDC's Position
Appellants' Exhibit 1 "Suggested Start/Stop Dates" are a compilation of the most complete work dates from the six (6) sources of information maintained by SCDC, and therefore, should be used in place of SCDC's Ackerman 5-6-11 Exhibit F (3/28/11) PI Pay Dates. The last date in Appellants' "Suggested Start/Stop Dates" column provides a good approximation of an inmate's last pay date.	<u>Oppose and/or Deny</u>

Analysis and Examples

- Again, Appellants fail to comprehend that Exhibit F reflects an inmate's *actual* pay dates, and other sources of information maintained by SCDC reflect only participation dates. Thus, no approximation of an inmate's last pay date is needed.
- The "Suggested Start/Stop Dates" proposed by Appellants introduce new "gaps" in the datasets that are not reflected within Exhibit F data or within SCDC's summary of Exhibit F data. In addition, these "gaps" proposed by Appellants are not logical. As reflected in the example provided immediately below, Appellants' "Suggested Start/Stop Dates" introduce a gap of a single day. See also Exhibit 1 data for inmates Austin, Brannon, Corley, Dewey, Drummond, etc., which also suggest a gap of a single day. SCDC respectfully submits that a "gap" of a single day is not a gap at all, and does not represent the most complete compilation of "work" dates, as advocated by Appellants. See the example below:

Inmate	SCDC Ackerman 5-6-11 Exhibit F (3/28/11)	Appellants' Exhibit 1 Suggested Start/Stop Dates
M. Aljalil (# 219551):	10/25/99 – 11/05/01 8/26/02 – 9/18/06	10/20/99 – 6/20/01 6-21-01 – 11/8/01 8/1/02 – 9-12-06

- Appellants also fail to explain how the suggested gap in inmate Aljalil's participation between "11/8/01" and "8/1/02" that they propose in Exhibit 1 is more accurate and complete than the gap in inmate Aljalil's Exhibit F pay data between "11/05/01" and "8/26/02." Moreover, Appellants' fail to explain why a gap reflected in Exhibit F data reflects deleted data, but a comparable gap in their "Suggested Start/Stop Dates" does not reflect deleted data.
- Again, Appellants failed to consider the limits of a particularly dataset when they compiled their suggested start and stop dates. As described in SCDC's response to Appellants' brief, paragraph 8, Exhibit F was last updated on March 28, 2011, whereas other sources of information maintained by SCDC are only current through the last date they were printed or drafted. For example, Appellants contend that pursuant to "Fin. Dec." and "O. Geathers" participation dates, inmate Martin is "present[ly]" participating in the PI project. SCDC's final decision, which concluded that inmate Martin was presently participating in the PI project, was drafted in 2007. (R. pp. 2642 – 44). Likewise, "O. Geathers" data has not been updated since July 2007. Moreover, Appellants' failed to recognize that inmate Martin was released from SCDC's custody on June 1, 2007. (R. p. 18). Despite inmate Martin's release from SCDC's custody four (4) years ago, Appellants' Exhibit 1, which Appellants' contend is more complete and accurate than Exhibit F, purports that inmate Martin is still participating in the PI project. SCDC emphatically represents that no former inmate currently participates in any SCDC project.

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section 1)
Page 4, Paragraph 10

Appellants' Position	SCDC's Position	Analysis and Examples		
SCDC should update the spreadsheet entitled "Ackerman 5-6-11," column entitled "Relevant Issues in Appellants' Brief" with updated issue numbers relevant to Appellants' brief.	<u>No objection</u>	➤ SCDC does not object to Appellants' request to update Ackerman 5-6-11 with the changes reflected in the following table. However, SCDC renews its objections to Appellants' arguments identified as issues 2, 3, and 7, as explained by SCDC within its objections to Appellants Exhibit 2.		
		Inmate	SCDC's Ackerman 5-6-11 "Relevant Issues in Appellants' Brief"	Appellants' Proposed Changes to "Relevant Issues in Appellants' Brief"
		Brewer, R	1-8	1-7
		Curtis, P	1-8	1-7
		Daniels, Q	1-7	1-8
		Davis, C	1-8	1-7
		Simmons, A	None	1-7

4534

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section I)

Page 4, Paragraph 11

Appellants' Position	SCDC's Position
On April 19, 2007, Appellants' counsel filed 189 Amendments/Exhibits A, C, F, H with SCDC pursuant to an in court agreement in which SCDC agreed to file these documents and consider them on the merits. Ackerman 5-6-11 is missing amendment dates for inmates H. Baker, Benninger, Brewer, Deveaux, Etheredge, Evans, Hood, Pressley, Prioleau, and L. Richardson. SCDC should update Ackerman 5-6-11 to reflect that these inmates filed Amendments on April 19, 2007.	<i>Presented in table provided below.</i>

Analysis and Examples

~~SCDC opposes the characterization articulated by Appellants' counsel that counsel reached an in court agreement whereby SCDC agreed to file and consider the inmates' amendments and exhibits on the merits. Please refer to SCDC's response to Appellants' Exhibit 3. Moreover, SCDC opposes including any document in the record on appeal that was not previously provided to SCDC.~~

- 4531
- SCDC points out that the record on appeal does not contain any amendment or exhibit documents for the following inmates: Baker, Brewer, Deveaux, Etheredge, Evans, Pressley, and Richardson because SCDC does not have any record that it received any of these documents for these inmates.
 - SCDC provides the following table in response to Appellants' position. Please also refer to SCDC's response to Appellants' Exhibit 2, document # 49.

Inmate	SCDC Ackerman 5-6-11 "Grievance #"	SCDC's Accounting of Amendments It Received	Reference in Record on Appeal (if any)	SCDC's Position
Baker, H	None	None	None	<u>Oppose</u>
Benninger, M	None	Amendment unsigned/undated	1113	No objection
Brewer, R	None	None	None	<u>Oppose</u>
Deveaux, P	None	None	None	<u>Oppose</u>
Etheredge, K	None	None	None	<u>Oppose</u>
Evans, J	None	None	None	<u>Oppose</u>
Hood, M.	None	Amendment unsigned/undated	2285	No objection
Pressley, R	None	None	None	<u>Oppose</u>
Prioleau, F	Amdmnt (undtd)	Amendment signed/undated	3068	<u>Oppose</u>
Richardson, L.	None	None	None	<u>Oppose</u>

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit I (Section I)

Page 4, Paragraph 12

Appellants' Position	SCDC's Position
Many Appellants filed Amendments directly with SCDC, and not through Appellants' counsel. Ackerman 5-6-11 is missing Amendment dates for the following inmates: Busques, Butler, Carter, Clark, Hare, Murphy, Scott, and Simmons. SCDC should update Ackerman 5-6-11 with Amendment dates based on the Certificates of Service for these inmates.	<i>Presented in table provided below.</i>

Analysis and Examples

➤ SCDC provides the following table in response to Appellants' position.

Inmate	Appellants' Proposed Amendment Date	SCDC Ackerman 5-6-11 "Grievance #"	SCDC's Accounting of Amendments it Received	Reference in Record on Appeal (if any)	SCDC's Position
Busques, M.	March 14, 2006	Amdmnt undtd/unsqnd (4/19/07)	Amendment unsigned/undated	1338	<u>Oppose</u>
Butler, R.	March 14, 2006	Amdmnt undtd/unsqnd (4/19/07)	One amendment unsigned/undated & one amendment signed on March 14, 2006	1351 – 52	No Objection
Carter, K.	December 15, 2005	Amdmnt undtd/unsqnd (4/19/07)	Amendment unsigned/undated	1405	<u>Oppose</u>
Clark, S.	October 30, 2005	Amdmnt undtd/unsqnd (4/19/07)	Two amendments unsigned/undated & one amendment signed on October 30, 2005	1467 – 69	No Objection
Hare, W.	October 28, 2005	Amdmnt undtd/unsqnd (4/19/07)	Amendment unsigned/undated	2148	<u>Oppose</u>
Murphy, A.	November 7, 2005	Amdmnt undtd/unsqnd (4/19/07)	Amendment unsigned/undated	2885	<u>Oppose</u>
Scott, J.	January 17, 2006	Amdmnt undtd/unsqnd (4/19/07)	Amendment unsigned/undated	3351 – 52	<u>Oppose</u>
Simmons, R.	November 28, 2006	Amdmnt undtd/unsqnd (4/19/07)	Amendment unsigned/undated	3446	<u>Oppose</u>

4532

SCDC's Response to Data Presented by the Appellants in their Brief and Exhibit 1 (Section I)
Page 4, Paragraph 13

Appellants' Position	SCDC's Position	Analysis and Examples
SCDC should agree to substitute signed amendments in Appellants counsel's possession for unsigned amendments already in the record on appeal.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ Please refer to SCDC's response to Appellants Exhibit 2, document # 49. ➤ Appellants have not identified the forty-two inmates who purportedly now have signed amendments. ➤ Appellants have not provided SCDC with the "signed" amendments they propose to include in the record on appeal. <u>These signed amendments were not evidence reviewed or considered by SCDC when it denied the Appellants' grievances, and, therefore, they were not part of the record below and are not appropriate for inclusion in the record on appeal.</u>

4533

SCDC's Response to Section II of Appellants' Brief, entitled "Other Record Documents"

Page	Para.	Appellants' Position	SCDC's Position	Analysis and Examples
4-5	14	Add page two (2) of inmate D. Williams's Step 1 grievance to Tab D at page 334 of the record on appeal.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ SCDC respectfully submits that page two (2) of inmate D. Williams's grievance is already in record on appeal at page 3751.
5	14	Add Certificates of Service currently within Appellants counsel's possession to Tab E of the record on appeal.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ As referenced by Appellants in subsection (d) of the portion of their brief entitled conclusion, these proposed Certificates of Service remain in Appellants counsel's possession. SCDC, therefore, respectfully submits that it has never received copies of these Certificates of Service, they were not part of the record below, and, are not appropriate for inclusion in the record on appeal. ➤ Please refer to SCDC's objections to Appellants' Exhibit 2, documents # 36 - 48. ➤ On June 2, 2011, Appellants' counsel informed SCDC's counsel on that he did not discover these Certificates of Service until few weeks ago while he was preparing his brief.
5	15	Add the documents identified by the Appellants with an asterisk, "*", within "Exhibit 2" to the record on appeal.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ Please refer to SCDC's separate objections to Appellants' Exhibit 2, as well as SCDC's objections to each document identified within Exhibit 2. ➤ Appellants only provided a "sample" of lengthy documents it proposes to include in the record on appeal. SCDC respectfully submits that Appellants should have provided all the documents they propose to include in the record on appeal. ➤ SCDC objects to the Appellants' request to expand the record on appeal with proposed documents not provided to SCDC or this Court.
5	16	Include Appellants' "Exhibit 3" in the record on appeal.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ Please refer to SCDC's separate objections to Appellants' Exhibit 3 and the documents associated with Exhibit 3. ➤ In addition, SCDC opposes the inclusion of Exhibit 3 because it contains Appellants' interpretation of the documents contained within the record on appeal. Moreover, Appellants' Exhibit 3 is confusing and inaccurate.
5-6	17	Exclude "newer" Step 1 responses from the record on appeal.	<u>Oppose</u> <u>and/or</u> <u>Deny</u>	➤ Please refer to SCDC's separate objections to Appellants' Exhibit 3 and the documents associated with Exhibit 3.

4534

SCDC's Response to Section III of Appellants' Brief, entitled "Extension of Time to File Inmates' Brief"

Page	Para.	Appellants' Position	SCDC's Position	Analysis and Examples
6	18	Appellants request an additional thirty days after the ALC rules on their motion to expand the record on appeal and they receive SCDC's supplemental record on appeal to file their brief.	<u>Oppose as requested</u>	➤ SCDC's opposes Appellants' request for an additional thirty days in which to file their brief, after the ALC rules on their motion to expand the record on appeal and they receive any supplemental record on appeal from SCDC. ALJ Anderson's March 10, 2011 order provided Appellants with twenty days, not thirty days, from the date they received the record on appeal to file brief.

4535

SCDC's Response to Section IV of Appellants' Brief, entitled "Conclusion"

Page	Para.	Appellant's Position	SCDC's Position	Analysis and Examples
6	(a)	Add Exhibit 1 to the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above.
6	(b)	Add signed amendments currently in Appellants counsel's possession to the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above and SCDC's separate responses to Appellants' request to include Appellants' Exhibit 2 and the documents listed within Exhibit 2 to the record on appeal.
6	(c)	Add page 2 of the Step 1 and Step 2 forms that are currently missing from the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above, SCDC's separate responses to Appellants' Exhibit 2, and SCDC's separate responses to Appellants' Exhibit 3.
6	(d)	Add Certificates of Service currently in Appellants counsel's possession to the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above and SCDC's separate responses to Appellants' request to include Appellants' Exhibit 2 and the documents listed within Exhibit 2 to the record on appeal.
7	(e)	Add Exhibit 2 and the documents identified within Exhibit 2 to the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above and SCDC's separate responses to Appellants' request to include Appellants' Exhibit 2 and the documents listed within Exhibit 2 to the record on appeal.
7	(f)	Add Exhibit 3 and the documents identified within Exhibit 3 as "DINRA" to the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above and SCDC's separate responses to Appellants' request to include Appellants' Exhibit 3 and the documents associated with Exhibit 3 to the record on appeal.

25514

SCDC's Response to Section IV of Appellants' Brief, entitled "Conclusion"

Page	Para.	Appellant's Position	SCDC's Position	Analysis and Examples
7	(f)	Exclude documents identified as "DIRE" within Appellants' Exhibit 3 from the record on appeal.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above and SCDC's separate responses to Appellants' request to include Appellants' Exhibit 3 and the documents associated with Exhibit 3 to the record on appeal.
7	(g)	Exclude the "new" version of SCDC's response to the inmates' Step 1 grievances.	<u>Oppose and/or Deny</u>	➤ Please refer to SCDC's responses provided above and SCDC's separate responses to Appellants' request to include Appellants' Exhibit 3 and the documents associated with Exhibit 3 to the record on appeal.
7	(h)	Extend deadline for inmates to file brief.	<u>Oppose as requested</u>	➤ Please refer to SCDC's responses provided above.

4537

SECTION 2

4538

Exhibit 2

*SCDC's Response to Appellants' Motion to Expand the Record on Appeal to include Exhibit 2
and the Documents Identified within Exhibit 2*

- I. SCDC's general objections to Appellants' motion to expand the record on appeal to include "Exhibit 2."
- a. Appellants' proposed Exhibit 2 is composed primarily of Appellants arguments for the inclusion of the documents identified within Exhibit 2 in the record on appeal. In addition, Appellants' arguments within Exhibit 2 address the merits of the matter currently pending before the ALC. SCDC respectfully submits that Appellants' arguments were not part of the record before SCDC and are not appropriate for inclusion in the record on appeal.
 - b. Appellants' proposed Exhibit 2 is a new document generated by Appellants' counsel in 2011, and was not part of the record before SCDC and is not appropriate for inclusion in the record on appeal.
 - c. Appellants' Exhibit 2 is confusing and inaccurate.
 - d. Appellants identify eight issues within Exhibit 2 that purportedly address the merits of the case currently pending before the ALC. SCDC respectfully submits that ALJ Anderson's March 10, 2011 Order already ruled against the arguments identified by Appellants as issues 2, 3, and 7. Therefore, SCDC respectfully requests that this court exclude any documents identified by the Appellants' in support of issues 2, 3, and 7. In addition, SCDC respectfully requests that this court direct the Appellants' not to present argument regarding issues 2, 3, and 7 within their brief because these issues were already decided by the court's March 10, 2011 Order. Appellants' issues 1 - 8, are provided immediately below.

Issue	Description
1	"[G]rievances concern policies/ procedures under 13.0 of grievance policy and there was no time limit to file."
2	"There was reasonable cause under 13.9 of grievance policy not to file within the original time frame since inmates had no enforceable grievance and appeal rights before Adkins/Wicker and there was no time limit to file."
3	"SCDC's application of 13.1 violated due process as it cut off inmates' claims before they accrued and denied inmates a meaningful opportunity to file grievances before the bar took effect. . . . All step 2 final decisions invoking 13.1 as to pre-Adkins/Wicker work would violate due process. . . . Because inmates' claims did not accrue until Adkins/Wicker, the remittitur dates for those decisions should establish the date before which application of 13.1 to inmates' work violates due process."
4	"SCDC waived 13.1 as it failed to raise 13.1 until step 2 appeals and considered grievances on the merits."
5	"SCDC was estopped from raising 13.1 under principles of judicial estoppel."
6	"13.1 was tolled by inmates' class action and they filed grievances no later than 15 days after the class action remittitur date or within 45 days of notice posting under the Circuit Court's 2005 order."
7	"13.1 was tolled while court decisions prevented inmates from enforcing their rights to prevailing wages, and after granted those rights in Adkins/Wicker, they filed grievances within 15 days after the remittitur date for those decisions."
8	"Inmates complied with 13.1 by filing step 1's during or within 15 days of a term of employment."

4539

Exhibit 2

SCDC's Response to Appellants' Motion to Expand the Record on Appeal to include Exhibit 2 and the Documents Identified within Exhibit 2

- II. SCDC's general objections to Appellants' motion to expand the record on appeal to include the documents identified within "Exhibit 2."
- a. Within paragraph 15 of their motion to expand the record on appeal, Appellants "request[ed] inclusion in the record of those documents marked with an asterisk (*) in Exhibit 2. . . Documents not so marked are substantially in the record already." SCDC respectfully submits that based on Appellants' representations within paragraph 15 of their brief, it did not address the merits of any document not identified with an "*" by Appellants within Exhibit 2. Accordingly, SCDC respectfully objects to the inclusion of any document that is not identified by Appellants with an "*" within Exhibit 2 and which is not already included in the record on appeal.
 - b. The majority of the documents identified by Appellants for inclusion in the record on appeal were not part of the record below and therefore are not appropriate for inclusion in the record on appeal.
 - c. Appellants contend that many of the documents they identified for inclusion in the record on appeal are subject to judicial notice pursuant to ALC Rule 58C. SCDC respectfully submits, however, that Appellants misunderstand ALC Rule 58, and specifically 58C, which provides that the record on appeal of the contested case shall consist of "[a] statement of matters judicially noticed." SCDC respectfully submits that ALC Rule 58C refers to a statement of matters judicially noticed by the reviewing body below, which in this case is SCDC. SCDC did not take judicial notice nor did it stipulate to judicial notice regarding any documents. Therefore, SCDC respectfully submits that a statement of matters judicially noticed is not appropriate for inclusion in the record on appeal. Moreover, SCDC objects to the inclusion of any document identified by Appellants within Exhibit 2 based on ALC Rule 58C.
 - d. Furthermore, SCDC respectfully submits that Appellants may move the ALC to take judicial notice of appropriate documents. However, SCDC respectfully submits, Appellants' have not properly done so by requesting that documents identified for inclusion in the record on appeal be included as a statement of matters judicially noticed pursuant to ALC Rule 58C. In the event the SCDC has misinterpreted ALC Rule 58C, SCDC respectfully includes additional objections to the documents identified by Appellants for inclusion in the record on appeal based on ALC Rule 58C.

4540

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
1-8	1-7		Appellants contend these documents are substantially in the record on appeal and have not specifically requested that SCDC supplement the record on appeal with any additional documents.	<u>None Required</u>	➤ SCDC respectfully asserts that, pursuant to paragraph 15 of the Appellants' brief, no response is required. ➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7.

4/5 4/1

Exhibit 2
Page 8, Paragraph 8

Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
August 8, 2008 spreadsheet generated by SCDC and entitled "Lieber PI Back Wage Grievances – ALC Tracking (Westbrook)"	1. ALC R. 58A ("intermediate ruling") 2. ALC R. 58B ("evidence received or considered") 3. SC R. Evidence 801(d)(2) (admission by party opponent)	<u>Oppose</u>	➤ ALC R. 58A – SCDC's August 8, 2008 spreadsheet is not an "intermediate ruling" and was not "filed" with SCDC or any other administrative or judicial body. ➤ ALC R. 58B – SCDC's August 8, 2008 spreadsheet was not evidence received or considered by SCDC when it denied the Appellants' grievances, and therefore was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ SC R. Evid. 801(d)(2) – Appellants fail to explain how the August 8, 2008 spreadsheet contains an admission by SCDC. SCDC does not contend that other sources of information do not exist. Rather, SCDC contends that other sources of information are less reliable than the Exhibit F pay data, which was last updated on March 28, 2011. ➤ Appellants contend that SCDC's spreadsheet contains inmate participation dates according to Geathers,' and Step 1 file dates, which may or may not be accurate. ➤ In late 2009 and early 2010, SCDC and Appellants' counsel attempted, without success, to reach stipulations on inmates' filing and participation dates. This spreadsheet was used by counsel during that process. The <u>Step 1 filing dates</u> in the August 8, 2008 spreadsheet consisted of the earliest date SCDC could find on a given inmate's Step 1 or Step 2 form. At the time, <u>SCDC was willing to stipulate to the earliest date as the inmate's Step 1 filing date.</u> However, Appellants' counsel rejected SCDC's offer. Specifically, Appellants' counsel informed SCDC's counsel that he could not ethically stipulate to the earliest date listed on the Step 1 form because that was not the date he actually filed the Step 1 grievance, as reflected in the certificate of service he served on SCDC. Thereafter, SCDC amended the Step 1 and Step 2 filing dates on its spreadsheet to reflect the date SCDC received the inmates Step 1 or Step 2 form. Please refer to SCDC's response to Appellants' brief, paragraph 4. ➤ Please refer to SCDC's response to Appellants' Exhibit 1 and Exhibit 3.

4542

Exhibit 2
Page 8, Document 9

Appellants' Position	SCDC's Position
Expand the record on appeal to include Earned Work Credit Assignment History forms pursuant to ALC Rule 58A ("intermediate ruling"), ALC Rule 58B ("evidence received or considered"), and SC Rule of Evidence 801(d)(2) (admission by party opponent).	<u>Oppose</u>

Analysis and Example

- WS 43
- ALC R. 58A – Earned Work Credit Assignment History forms (EWCs) are not an “intermediate ruling” and were not “filed” with SCDC or any other administrative or judicial body.
 - ALC R. 58B – EWCs were not evidence received or considered by SCDC when it denied the Appellants’ grievances, and therefore were not part of the record below and are not appropriate for inclusion in the record on appeal.
 - SC R. Evid. 801(d)(2) – Appellants fail to explain how the EWCs contain an admission by SCDC. SCDC does not contend that other sources of information do not exist. Rather, SCDC contends that other sources of information are less reliable than the Exhibit F pay data, which was last updated on March 28, 2011.
 - Within their proposed documents to expand the record on appeal, Appellants provided an EWC form for a single inmate, Aiken, Tyrone, SCDC #244428. This EWC form contains a handwritten note that inmate Aiken’s EWC was an “example – 100+ total.” SCDC respectfully submits that Appellants should have provided to the ALC and SCDC all of the documents they proposed to include record on appeal. At a minimum, Appellants should have identified the inmates with EWC forms they sought to include in the record.
 - Appellants recognize that the EWC forms “may or may not be accurate or complete for a given inmate.” Please refer to SCDC’s response to Appellants’ brief and Exhibit 1.
 - Appellants’ assessment that “EWC’s show work dates for *all* prison jobs” is inaccurate. EWCs were printed on various dates in 2008 at the request of Appellants’ counsel. EWCs are only potentially accurate, through the date they were printed, and not afterward. For example, the EWC form for inmate Aiken was printed January 16, 2008 and therefore is only accurate through that date. Appellants contend, however, that EWC forms show that many inmates, including inmate Martin whom SCDC released from its custody on June 1, 2007, are “presently” working in the PI project. If EWC forms and Appellants’ Exhibit 1 are included in the Record on Appeal before this Court, SCDC respectfully submits that every EWC form must be checked against the EWC start and stop dates proposed in Appellants’ Exhibit 1.
 - SCDC respectfully submits that EWC data is duplicative of Exhibit F (3/28/11) data, and, therefore, should not be included in the Record. See Example for inmate Tyrone Aiken (244428) below.

Exhibit 2
Page 8, Document 9

Appellants' Position	SCDC's Position
Expand the record on appeal to include Earned Work Credit Assignment History forms pursuant to ALC Rule 58A ("intermediate ruling"), ALC Rule 58B ("evidence received or considered"), and SC Rule of Evidence 801(d)(2) (admission by party opponent).	<u>Oppose</u>

➤ Example:

Inmate	Ackerman Exhibit F (3/28/11) PI Pay Dates (R. p. 1)	Appellants' Proposed "Exhibit 1" EWC Start/Stop Dates
Aiken, T. (244428)	4/22/02 – 6/30/03 02/7/05 – 5/30/05	04/5/02 – 10/3/02 1/24/03 – 5/13/03 5/30/03 – 6/26/03 1/26/05 – 5/31/05

- EWC data proposed by Appellants within their Exhibit 1, reflect that inmate Aiken began participating in the PI project on or about April 5, 2002. SCDC's Ackerman Exhibit F pay data reflects that inmate Aiken was first paid on April 22, 2002, (R. p. 1), for 52.5 hours. (R. p. 31). Thus, SCDC respectfully submits that inmate Aiken's pay dates from Ackerman Exhibit F (3/28/22) are consistent with the EWC participation dates proposed by Appellants in their Exhibit 1, and therefore, these datasets are duplicative.

4/5/02

Exhibit 2
Page 9, Document 10

Appellants' Position	SCDC's Position
Expand the record on appeal to include Inmate Job/School Assignment (1954) forms pursuant to ALC Rule 58A ("intermediate ruling"), ALC Rule 58B ("evidence received or considered"), and SC Rule of Evidence 801(d)(2) (admission by party opponent)	<u>Oppose</u>

Analysis and Example

- 7
4545
- ALC R. 58A – 1954 forms were not an “intermediate ruling” and were not “filed” with SCDC or any administrative or judicial body.
 - ALC R. 58B – 1954 forms were not evidence received or considered by SCDC when it denied the Appellants’ grievances, and, therefore, they were not part of the record below and are not appropriate for inclusion in the Record before this Court.
 - SC R. Evid. 801(d)(2) – Appellants fail to explain how the 1954 forms contain an admission by SCDC. SCDC does not contend that other sources of information do not exist. Rather, SCDC contends that other sources of information are less reliable than the Exhibit F pay data, which was last updated on March 28, 2011.
 - Within their proposed documents to expand the record on appeal, Appellants provided an 1954 form for a single inmate, Aiken, Tyrone, SCDC #244428. This 1954 form contains a handwritten note that inmate Aiken’s EWC is an “example – 100+ total.” SCDC respectfully submits that Appellants should have provided to the ALC and SCDC all of the documents they proposed to include record on appeal. At a minimum, Appellants should have identified the inmates with 1954 forms they sought to include in the record.
 - Appellants contend that 1954 forms show work dates for *all* prison jobs. SCDC respectfully submits that 1954 forms do not exist for many inmates and therefore do not show work dates for all prison jobs. The 1954 forms that do exist are incomplete. For example, according to Appellants’ Exhibit 1, many 1954 forms reflect a start or stop date, but not both.
 - Appellants contend that 1954 forms show that many inmates, are “presently” working in the PI project. According to Appellants’ Exhibit 1, the latest participation date based on 1954 data is March 18, 2003. See data for inmate K. Carter. SCDC respectfully submits that if 1954 forms do not provide data after March 18, 2003, then these forms do not provide evidence that an inmate is presently working in the PI project. Therefore, if 1954 forms and Appellants’ Exhibit 1 are included in the record on appeal, SCDC respectfully submits that every 1954 form must be checked against the 1954 start and stop dates proposed in Appellants’ Exhibit 1.
 - 1954 dates are duplicative to Exhibit F dates. *See* SCDC’s comparison of Exhibit F dates with EWC dates provided in its response to Appellants’ Exhibit 2, document # 9.

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
9	11(a)	August 20, 2008 letter from SCDC's counsel to Appellants' counsel regarding "accounting of documents [SCDC] provided to [Appellants] before the hearing conducted by Judge Williams . . . on August 11, 2008 regarding Exhibit C of [Appellants'] July 23, 2008 motion.	1. ALC R. 58A ("intermediate ruling") 2. ALC R. 58B ("all evidence received or considered")	<u>Oppose</u>	➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7. ➤ ALC R. 58A – SCDC's August 20, 2008 letter was not an "intermediate ruling" and was not "filed" with SCDC or any administrative or judicial body. ➤ ALC R. 58B – SCDC's August 20, 2008 letter was not evidence received or considered by SCDC when it denied the Appellants' grievances, and therefore was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ SCDC denied many of the Appellants' Step 1 and Step 2 grievances before August 20, 2008. In addition, many of the Appellants filed their Notices of Appeal with the ALC prior to August 20, 2008. ➤ Appellants contend this letter is relevant because it provides a "9/30/04" Step 1 filing date for inmate Ray Gadsden. SCDC "Ackerman 5-6-11" spreadsheet also provides for a "9/30/04" Step 1 filing date for inmate Ray Gadsden. Thus, SCDC respectfully submits that there is no dispute among the parties as to the Step 1 filing date for inmate Ray Gadsden, and therefore, there is no reason to include this letter in the record on appeal. . ➤ Appellants also rely on the contents of this August 20, 2008 letter between counsel to support their arguments contained within their "Exhibit 3." Please refer to SCDC's response to Appellants' proposed Exhibit 3 and response to Appellants' brief.

4546

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
9	11(b) - 11 (h)		Appellants contend these documents are substantially in the record on appeal and have not specifically requested that SCDC supplement the record on appeal with any additional documents.	<u>None Required</u>	➤ SCDC respectfully asserts that pursuant to paragraph 15 of the Appellants' brief, that no response is required. ➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7.

6547

Exhibit 2
Page 2, Documents 11(i) – 11(s)

Appellants' Position	SCDC's Position
Expand the record on appeal to include a August 8, 2008 Spreadsheet generated by SCDC to verify Step 1 filing dates for inmates T. Butler, T. Carter, R. Elliott, N. Lambrose, A. Lee, T. Miles, R. Pressley, F. Prioleau, V. Simpson, J. Wells, and T. Wilson, pursuant to ALC Rule 58A ("intermediate ruling"), ALC Rule 58B ("evidence received or considered"), and SC Rule of Evidence 801(d)(2) (admission by party opponent).	<u>Oppose</u>

Analysis and Example

- Please refer to SCDC's response to Appellants' proposed document #8, and Appellants' brief, paragraph 4.
- Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7.
- SCDC objects to the inclusion of the August 8, 2008 spreadsheet to verify Step 1 filing dates because the Step 1 forms are included in the record on appeal. Therefore, reference to the Step 1 filing dates listed on the August 8, 2008 spreadsheet is duplicative.
- Example: Inmate A. Lee

Pg	Doc. #	SCDC's August 8, 2008 spreadsheet filing Step 1 date	Date inmate signed his Step 1 grievance form	Date SCDC received inmate's Step 1 grievance form	SCDC "Ackerman 5-6-11" Step 1 filing date	Record
11	11(m)	9/4/04	9/4/04	9/22/04	9/22/04	2521

84548

(Signature)

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
12	12	January 29, 2002 class action complaint filed by inmate Darrell Williams in the Court of Common Pleas in <i>Williams v. SCDC</i> , No. 2002-CP-18-134.	ALC R. 58C (Judicial notice)	<u>Oppose</u>	➤ ALC R. 58C -- The complaint filed by Inmate Williams is not "a statement of matters judicially noticed." The reviewing body below did not take judicial notice of this complaint. Inmate Williams' complaint is a public document, and judicial notice is not required. If the ALC takes judicial notice of Inmate Williams' complaint, <u>SCDC respectfully submits that such notice would not be included as a statement of judicial notice within the record on appeal to the ALC.</u> ➤ The merits, or lack thereof, of Inmate Williams' class action complaint were not considered by SCDC when it denied the Appellants' grievances, and, therefore, it was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ SCDC respectfully asserts that Inmate Williams' complaint is not relevant to the date the inmates should have filed their Step 1 grievances. ➤ Even if Inmate Williams' class action complaint tolled any applicable statutes of limitations, such tolling would only apply to those inmates who had not already missed the statute of limitations deadline.

4549

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
12	13	July 1, 2002 class action complaint filed by inmate Darrell Williams in the Court of Common Pleas in <i>Williams v. SCDC</i> , No. 2002-CP-18-134.	ALC R. 58C (Judicial notice)	<u>Oppose</u>	Please refer to SCDC's response to Appellants' proposed document # 12.
12	14	February 12, 2003 class action complaint filed by Appellants counsel in the Court of Common Pleas in <i>Williams v. SCDC</i> , No. 2002-CP-18-134.	ALC R. 58C (Judicial notice)	<u>Oppose</u>	Please refer to SCDC's response to Appellants' proposed document # 12.
12 - 13	15	September 9, 2004 remittiturs issued by the SC Supreme Court and filed in circuit court in <i>Adkins</i> and <i>Wicker</i>	ALC R. 58C (Judicial notice)	<u>Oppose</u>	➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 3 and 7. ➤ ALC R. 58C – The remittiturs issued by the SC Supreme Court in <i>Adkins</i> and <i>Wicker</i> are not "a statement of matters judicially noticed." The remittiturs are part of the public record and do not need to be judicially noticed. The reviewing body below did not take judicial notice of these remittiturs. ➤ The remittiturs issued by the SC Supreme Court in <i>Adkins</i> and <i>Wicker</i> were not reviewed or considered by SCDC when it denied the Appellants' grievances, and therefore were not part of the record below and are not appropriate for inclusion in the record on appeal.

4550

Exhibit 2
Pages 13 – 14, Paragraphs 16(a) – 16(c)

Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
4551 Judge Goodstein's June 23, 2005 order, pages 8 – 9, 12 – 14, in <i>Williams v. SCDC</i>, No. 2002-CP-18-134.	1. ALC R. 58B (Step 2 final decisions show SCDC "considered" Judge Goodstein's order in rendering its decision). 2. ALC R. 58C (Judicial notice of documents in other court's files) 3. Judicial estoppel	<u>Oppose</u>	➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the argument identified by Appellants as issue 7. ➤ ALC R. 58 B – Judge Goodstein's June 23, 2005 order was not evidence considered by SCDC when it denied the Appellants' grievances, and, therefore, it was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ SCDC denied some of the Appellants' Step 1 grievances prior to Judge Goodstein's June 23, 2005. ➤ ALC R. 58C – Judge Goodstein's order is not a "statement of matters judicially noticed." Judge Goodstein's order is part of the public record and does not need to be judicially noticed. The reviewing body below did not take judicial notice of Judge Goodstein's order. ➤ Judicial estoppel – SCDC is not judicially estopped from raising certain arguments simply because SCDC drafted Judge Goodstein's order at the request of Judge Goodstein. ➤ <i>Re para. 16(a) – Judge Goodstein's order does not show SCDC's intent to invoke SCDC policy GA-01.12 paragraph 13.1, nor is Judge Goodstein's order contrary to any representations SCDC have made in May 2006 to the our Supreme Court. Consequently, SCDC is not judicially estopped from raising any of its arguments.</i> ➤ <i>Re para. 16(b) – Nothing in Judge Goodstein's order states that SCDC's notice flyer circumvents the deadlines established within SCDC policies. To the contrary, Judge Goodstein's order says that SCDC timeframes remain intact.</i> ➤ <i>Re para. 16(c) – SCDC is not judicially or collaterally estopped from recognizing the certificate of service dates and the date SCDC received an inmate's grievance simply because it drafted Judge Goodstein's order, which states that "[o]n September 22, 2004, [Appellants'] counsel submitted nearly 200 grievances to SCDC's Inmate Grievance Coordinator at Lieber Correctional Institution."</i> ➤ Please refer to SCDC's response to Appellants' proposed document # 23, and SCDC's response to Appellants' brief, paragraph 4.

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
14-15	17-18		Appellants contend these documents are substantially in the record on appeal and have not specifically requested that SCDC supplement the record on appeal with any additional documents.	<u>None Required</u>	➤ SCDC respectfully asserts that pursuant to paragraph 15 of the Appellants' brief, no response is required. ➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7.
15	19-20	Appellants' May 25, 2005 and May 26, 2005 notices of appeal to the SC Court of Appeals of Judge Goodstein's dismissal of their class action complaint in <i>Williams v. SCDC, No. 2002-CP-18-134</i> .	1. ALC R. 58B (SCDC final decisions "considered" appeal and automatic stay) 2. ALC R. 58C (Judicial notice of documents in other court's files)	<u>Oppose</u>	➤ ALC R. 58B - Appellants' notices of appeal of Judge Goodstein's dismissal of their class action complaint were not evidence received or considered by SCDC when SCDC denied the Appellants' grievances, and therefore were not part of the record below and are not appropriate for inclusion in the record on appeal. ➤ ALC R. 58C - The Appellants' notices of appeal are not a "statement of matters judicially noticed." The Appellants' notices of appeal are part of the public record and do not need to be judicially noticed. The reviewing body below did not take judicial notice of the Appellants' appeals.

4552

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
15 - 16	21	June 7, 2005 letter from SCDC's counsel to Appellants' counsel.	1. ALC R. 58A ("intermediate ruling") 2. ALC R. 58B (SCDC final decisions "considered" appeal and automatic stay) 3. ALC R. 58C (Judicial notice of documents in other court's files: Judge Goodstein was copied on this letter) 4. SC R. Evid. 801(d)(2) (admission by party opponent)	<u>Oppose</u>	➤ SCDC objects to the inclusion of any correspondence between the parties in the record on appeal. ➤ ALC R. 58A – The June 7, 2005 letter from SCDC's counsel to Appellants' counsel was not an "intermediate ruling" and was not "filed" with SCDC or any administrative or judicial body. ➤ ALC R. 58B – The June 7, 2005 letter from SCDC's counsel to Appellants' counsel was not received or considered by SCDC when it denied the Appellants' grievances, and therefore was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ ALC R. 58C – Correspondence between the parties are not the type of material subject to judicial notice. Judicial notice (SC R. Ev. 201) only applies to "adjudicative facts," and correspondence between parties is not an adjudicative fact. The mere fact that Judge Goodstein was copied on the letter is irrelevant. The reviewing body below did not take judicial notice of the June 7, 2005 letter from SCDC's counsel to Appellants' counsel. ➤ S.C. R. Evid. 801(d)(2) - Appellants fail to identify how SCDC's June 7, 2005 letter to Appellants' counsel is an admission by a party opponent. SCDC merely acknowledged the applicable appellate court rules.

4553

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
16	22	March 22, 2007 remittitur issued by SC Supreme Court dismissing the class action appeal in <i>Williams v. SCDC</i> , No. 2002-CP-18-134.	1. ALC R 58B (SCDC final decisions discussed and "considered" class action remittitur issues) 2. ALC R 58C (Judicial notice of documents in other court's files)	<u>Oppose</u>	➤ ALC R. 58B – The March 22, 2007 remittitur in <i>Williams v. SCDC</i> was not evidence received or considered by SCDC when it denied the Appellants' grievances, and, therefore, it was not part of the record below and is not appropriate for inclusion in the Record on Appeal. ➤ ALC R. 58C – The remittitur is not a statement of matters judicially noticed. The remittitur is part of the public record and does not need to be judicially noticed. The reviewing body below did not take judicial notice of the remitter.

4/5/14

Exhibit 2
Page 16, Paragraph 23

Appellants' Position	SCDC's Position
Expand the record on appeal to include the transcript from the April 19, 2007 hearing before Judge Williams in <i>In re Inmate Grievances of Gene Richardson v. SCDC</i> , No. 2002-CP-18-134, pursuant to ALC Rule 58A ("intermediate ruling"), ALC Rule 58C (Judicial notice of documents in other court's files), and ALC Rule 58F (transcript taken).	<u>Oppose</u>

Analysis and Example

- ALC R. 58A – The April 19, 2007 transcript of the hearing before Judge Williams was not an "intermediate ruling" and was not "filed" with SCDC or any administrative or judicial body.
- ALC R. 58C – The transcript is not a statement of matters judicially noticed. The transcript may be part of the public record and does not need to be judicially noticed. The reviewing body below did not take judicial notice of the transcript.
- ALC R. 58F – The transcript of the April 19, 2007 hearing before Judge Williams is not a transcript taken during the proceeding before SCDC.
- The April 19, 2007 hearing transcript was not received or considered by SCDC when it denied the Appellants' grievances, and therefore was not part of the record below and is not appropriate for inclusion in the record on appeal.
- 45555 X ➤ ~~The statements within the transcript reflect an agreement between SCDC's counsel and Appellants' counsel by which SCDC would accept the Appellants' amendments and exhibits and consider them on their merits. SCDC specifically stated the amendments would not be allowed to affect the filing date of the grievances. SCDC's agreement to accept these documents was not unending and does not extend to any new or "signed" amendments or exhibits Appellants now seek to submit to SCDC.~~
- SCDC's Step 2 responses say that SCDC considered the documents provided by the inmate in support of his Step 1 grievance.
- Within the hearing transcript, Appellants' counsel stated that "the amendments are the same for everybody, all 150 . . . [a]nd they track the language very closely of the amendment of the grievances that were fined in – on September 30, 2004, almost 3 years ago." If SCDC is judicially estopped from recognizing that inmates filed a certificate of service on September 30, 2004, then Appellants are likewise estopped from asserting that they filed 150 of their grievances on a date other than September 30, 2004. Please refer to SCDC's response to Appellants' proposed document # 16.

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
16	24	April 20, 2007 form 4 order issued by Judge Williams in <i>In re Inmate grievances of G. Richardson v. SCDC</i> , No. 2002-CP-18-134.	1. ALC R. 58A ("intermediate ruling") 2. ALC R. 58C (Judicial notice of documents in other court's files) 3. ALC R. 58F (transcript taken)	<u>Oppose</u>	➤ ALC R. 58A – The form 4 order was not an "intermediate ruling" and was not "filed" with SCDC or any administrative or judicial body. ➤ ALC R. 58C – The form 4 order is not a statement of matters judicially noticed. The form 4 order is part of the public record and does not need to be judicially noticed. The reviewing body below <u>did not take judicial notice of the remittitur.</u> ➤ ALC R. 58F – The form 4 order is not a transcript taken during the proceeding. ➤ Form 4 judgment states that the <u>"agreement of the parties is made an Order of this Court."</u> ➤ The form 4 order was not reviewed or considered by SCDC when it denied the Appellants' grievances, and, therefore, it was not part of the record below and is not appropriate for inclusion in the record on appeal.

9557

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
17-18	25(a) - 25(c)		Appellants contend these documents are substantially in the record on appeal and have not specifically requested that SCDC supplement the record on appeal with any additional documents.	<u>None Required</u>	➤ SCDC respectfully asserts that, pursuant to paragraph 15 of the Appellants' brief, no response is required. ➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7.
18	26	November 7, 2008 e-mail from SCDC about SCDC posting a "notice flier" in all prisons, and a December 8, 2008 facsimile from SCDC's counsel to Appellants' counsel which includes the November 7, 2008 e-mail.	ALC R 58A ("intermediate ruling")	<u>Oppose</u>	➤ SCDC objects to the inclusion of any correspondence between the parties, whether by letter, facsimile or electronic mail, in the record on appeal. ➤ ALC R. 58A -The electronic mail message and the facsimile from SCDC were not an intermediate ruling by SCDC and were not filed with SCDC or any administrative or judicial body. ➤ The electronic mail message and the facsimile from SCDC were not considered by SCDC when it denied the Appellants' grievances, and therefore these materials were not part of the record below and are not appropriate for inclusion in the record on appeal. ➤ SCDC denied many of the Appellants' grievances before November 7, 2008. ➤ Note - Appellants' Exhibit 2 does not list or mention the December 8, 2008 facsimile from SCDC's counsel to Appellants' counsel regarding the November 7, 2008 electronic mail message. Nonetheless, Appellants included this facsimile within the materials they submitted for inclusion in the Record on Appeal.

4557

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
18 - 19	27(a) - 27 (b)	Excerpts from SCDC's May 23, 2006 brief to the SC Court of Appeals in <i>Williams v SCDC</i> , No. 2002-CP-18-134.	1. ALC R. 58C (Judicial notice of documents in other court's files) 2. Judicial estoppel	<u>Oppose</u>	➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the argument identified by Appellants as issue 7. ➤ ALC R. 58C - SCDC's brief is not a statement of matters judicially noticed. The reviewing body below did not take judicial notice of SCDC's brief. ➤ Judicial Estoppel - If SCDC is judicially estopped from denying that all 200 inmates filed their Step 1 grievances on September 22, 2004 because SCDC's brief states that on September 22, 2004, Appellants' counsel submitted approximately 200 inmate grievances, then Appellants are likewise estopped from denying that 150 Step 1 grievances were filed on September 30, 2004. See SCDC's response to Appellants' documents # 23. ➤ SCDC is not judicially estopped from raising certain arguments simply because its brief recognized the fact that pursuant to <i>Wicker</i>, inmates could pursue an administrative remedy against SCDC by utilizing SCDC's grievance system. No language exists within SCDC's brief that is inconsistent with its decision to assert SCDC policy GA-01.12 paragraph 13.1 in this matter. See SCDC's response to Appellants' document # 16. ➤ SCDC's May 23, 2006 brief to the SC Court of Appeals in <i>Williams v. SCDC</i> was not received or considered by SCDC when it denied the Appellants' grievances, and therefore was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ If any of SCDC's May 23, 2006 brief is included in the record on appeal, then SCDC respectfully asserts that the entire brief, should be included in the record on appeal.

8558

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
19	28	Judge Goodstein October 29, 2004 letter to the parties in which Judge Goodstein granted SCDC's motion for summary judgment and requested that SCDC prepare a draft order in <i>Williams v. SCDC</i> , No. 2002-CP-18-134.	1. ALC R. 58C (Judicial notice of documents in other court's files) 2. Judicial estoppel	<u>Oppose</u>	➤ ALC R. 58C – Judge Goodstein's October 29, 2004 letter is not a "statement of matters judicially noticed." SCDC did not take judicial notice of Judge Goodstein's letter. ➤ Judicial estoppel - SCDC is not judicially estopped from presenting arguments in this matter <u>that are more specific than the summary of factual matters presented in Judge Goodstein's June 23, 2005 order.</u> Please refer to SCDC's response to Appellants' documents # 16, 23, and 27. ➤ Judge Goodstein's letter to the parties was not evidence considered by SCDC when it denied the Appellants' grievances, and therefore it was not part of the record below and is not appropriate for inclusion in the record on appeal.

4559

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
19 - 20	29	Appellants' October 13, 2004 motion to the circuit court for an order under SCRCP 23 in <i>Williams v SCDC</i> , No. 2002-CP-18-134.	1. ALC R. 58C (Judicial notice of documents in other court's files) 2. Judicial estoppel	<u>Oppose</u>	➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the argument identified by Appellants as issue 7. ➤ ALC R. 58 C – Appellants' October 13, 2004 motion is not a statement of matters judicially noticed. SCDC did not take judicial notice of Appellants' motion. ➤ Judicial estoppel – SCDC respectfully submits that any material drafted by Appellants' counsel cannot be the basis of an estoppel argument against SCDC. SCDC had absolutely nothing to do with the content of the motion, brief, or arguments presented by Appellants' counsel. ➤ Within their October 13, 2004 motion and brief, Appellants stated that inmates' counsel filed 104 grievances on September 22, 2004 and 95 on September 30, 2004. SCDC respectfully submits that if SCDC is estopped from denying that Appellants' counsel filed approximately 200 inmate grievances on September 22, 2004, then Appellants are likewise estopped from denying that 95 grievances were filed on September 30, 2004. ➤ Appellants' October 13, 2004 motion was not evidence considered by SCDC when it denied the Appellants' grievances, and therefore it was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ Please refer to SCDC's response to Appellants' documents # 16, 23, 27, and 28.

4560

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
20	30	April 25, 2007 letter from Appellants' counsel to SCDC's counsel.	1. ALC R. 58A (amendments/ exhibits are "pleadings") 2. ALC R. 58B (confirms "evidence received or considered")	<u>Oppose</u>	➤ SCDC objects to the inclusion of any correspondence between the parties in the record on appeal. ➤ ALC R. 58A – The April 25, 2007 letter from Appellants' counsel to SCDC's counsel discusses Appellants' amendments and exhibits, but is not a pleading filed with SCDC or any administrative or judicial body. ➤ ALC R. 58B – The April 25, 2007 letter from SCDC's counsel to Appellants' counsel was not considered by SCDC when it denied the Appellants' grievances, and therefore was not part of the record below and is not appropriate for inclusion in the record on appeal. ➤ SCDC denied many of the Appellants' grievances prior to April 25, 2007. ➤ SCDC respectfully submits that any material drafted by Appellants' counsel, cannot be the basis of an estoppel argument against SCDC. SCDC had absolutely nothing to do with the content of the April 25, 2007 letter drafted by Appellants' counsel. ➤ Please refer to SCDC's response to Appellants' proposed documents # 16, 23, and 27 – 29.
20	31	June 4, 2007 letter from Appellants' counsel to SCDC's counsel.	1. ALC R. 58A (amendments/ exhibits are "pleadings") 2. ALC R. 58B (confirms "evidence received or considered")	<u>Oppose</u>	Please refer to SCDC response to Appellants' proposed document # 30.

4561

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
21	32	November 23, 2007 letter from Appellants' counsel to SCDC's counsel.	1. ALC R.. 58A (letters refer to "intermediate ruling" of Court to process grievances) 2. ALC R. 58C (Judicial notice of Court's prior rulings in case)	<u>Oppose</u>	➤ Please refer to SCDC's general objection to the inclusion of any documents in support of the arguments identified by Appellants as issues 2, 3, and 7. ➤ Please refer to SCDC's response to Appellants' proposed document # 30. ➤ ALC R. 58A - The November 23, 2007 letter from Appellants' counsel, which includes Appellants' interpretation of a telephone conference between the parties and ALJ Anderson, is not an "intermediate ruling" and was not filed with SCDC or any administrative or judicial body. ➤ Please Refer to SCDC response to Appellants' proposed Exhibit 3. ➤ <i>SCDC refuted the assertion by Appellants' counsel assertion that SCDC had not processed "some 80 plus grievances" within its August 20, 2008 letter to Appellants' counsel.</i>
21	33	December 18, 2007 letter from Appellants' counsel to SCDC's counsel.	1. ALC R. 58A (letters refer to "intermediate ruling" of Court to process grievances) 2. ALC R. 58C (Judicial notice of Court's prior rulings in case)	<u>Oppose</u>	Please refer to SCDC's response to Appellants' proposed document # 32.

4562

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
21	33	December 18, 2007 letter from Appellants' counsel to SCDC's counsel.	1. ALC R. 58A (letters refer to "intermediate ruling" of Court to process grievances) 2. ALC R. 58C (Judicial notice of Court's prior rulings in case)	<u>Oppose</u>	Please refer to SCDC's response to Appellants' proposed document # 32.
21	34	January 25, 2008 letter from Appellants' counsel to SCDC's counsel.	1. ALC R. 58A (letters refer to "intermediate ruling" of Court to process grievances) 2. ALC R. 58C (Judicial notice of Court's prior rulings in case)	<u>Oppose</u>	Please refer to SCDC's response to Appellants' proposed document # 32.
21	35	May 21, 2008 letter from Appellants' counsel to SCDC's counsel.	1. ALC R. 58A (letters refer to "intermediate ruling" of Court to process grievances) 2. ALC R. 58C (Judicial notice of Court's prior rulings in case)	<u>Oppose</u>	Please refer to SCDC's response to Appellants' proposed document # 32.

21563

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC's Position	Analysis and Example
21	36-48	Certificates of Service for the following 13 inmates: J. Bogan, M. Busques, R. Butler, K. Carter, S. Clark, W. Hare, W. Jordan, D. Lyles, L. Mack, A. Murphy, R. Simmons, S. Simmons, and J. Scott.	ALC R. 58A (Certificates accompanying grievances or certifying to their filing should be considered part of the "pleadings")	<u>Oppose</u>	➤ SCDC respectfully submits that the Certificate of Service for inmates M. Busques and W. Jordan are already provided in the record on appeal at pages 913 and 917 respectively. ➤ ALC R. 58A - SCDC respectfully asserts that the Certificates of Service for inmates Bogan, Butler, Carter, Clark, Hare, Lyles, Mack, Murphy, R. Simmons, S. Simmons, and Scott were not previously presented to SCDC, and therefore they were not pleadings filed with SCDC or any administrative or judicial body. ➤ Except for the Certificates of Service for inmates Busques and Jordan, these Certificates of Service were not evidence reviewed or considered by SCDC when it denied the Appellants' grievances, and therefore they were not part of the record below and are not appropriate for inclusion in the record on appeal. ➤ On June 2, 2001, Appellants' counsel communicated to SCDC's counsel that he did not know about these Certificates of Service until he was preparing his brief to this court a few weeks ago.

4564

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC Position	Analysis and Examples
21	49	Substitute forty-two signed amendments currently in Appellants counsel's possession for unsigned amendments already included in the record on appeal.	1. ALC R. 58A ("pleadings") 2. ALC R. 58B ("evidence received or considered")	<u>Oppose</u>	➤ ALC R. 58A – These forty-two signed amendments have not been presented to SCDC and therefore they were not pleadings filed with SCDC or any administrative or judicial body. ➤ ALC R. 58B – These signed amendments have never been produced to SCDC and therefore they were not evidence received or considered by SCDC when it denied the Appellants' grievances, were not part of the record below and are not appropriate for inclusion in the record on appeal. ➤ Appellants have not identified the forty-two inmates who purportedly have signed amendments to substitute for unsigned amendments. ➤ Appellants' counsel has not provided these signed amendments to SCDC's counsel and SCDC has no way to know when these amendments were signed.
21	50	September 22, 2004 Step 1 Certificate of Service.	Document already in record, but bottom of page is cut off.	<u>No objection</u>	SCDC respectfully submits that the September 22, 2004 Certificate of Service document is already provided in the Record at page 877. SCDC does not object to the inclusion a copy of the complete Certificate of Service document. However, Appellants' counsel has not provided SCDC with a copy of the Certificate of Service that does not have the bottom of the page cut off.

4565

Exhibit 2

Page	Doc. #	Document Summary	Appellants' Position	SCDC Position	Analysis and Examples
22	51	Second page of all Step 1 and Step 2's not currently included in the record on appeal.	ALC R. 58A ("all pleadings ... intermediate rulings")	<u>Oppose</u>	➤ Please refer to SCDC's response to Appellants' proposed Exhibit 3. ➤ ALC R. 58A – The second page of the Step 1 and Step 2 forms were not an intermediate ruling by SCDC or any administrative or judicial body. ➤ Appellants have not identified the inmates whose Step 1 and/or Step 2 forms are purportedly missing a second page. ➤ The back page of the Step 1 and/or Step 2 does not add any additional information that cannot be obtained from a blank form.
22	52	Blank Step 1 and Step 2 forms.	ALC R. 58 A ("all pleadings ... intermediate rulings")	<u>Oppose</u>	➤ ALC R. 58A - Blank Step 1 and Step 2 forms were not an "intermediate ruling" and were not "filed" with the SCDC or any administrative or judicial body. Blank Step 1 and Step 2 forms were not pleadings filed with SCDC. ➤ Blank Step 1 and Step 2 forms were not evidence received or considered when it denied the Appellants' grievances, and therefore, these materials are not appropriate for inclusion in the record on appeal.

4566

L954

SECTION 3

4567

SCDC's Response to Appellants' Motion to Expand the Record on Appeal to include Exhibit 3 and the Content associated with Exhibit 3

- I. **SCDC's general objections to Appellants' motion to expand the record on appeal to include Exhibit 3 and the content associated with Exhibit 3.**
- a. SCDC respectfully opposes the inclusion of Appellants' Exhibit 3 and the content associated with Exhibit 3 within the record on appeal.
 - b. Appellants' Exhibit 3 is a new document generated by Appellants' counsel in 2011, was not part considered by SCDC when it denied the Appellants' grievances, and, therefore, should not be included in the record on appeal.
 - c. Appellants' Exhibit 3 is confusing and inaccurate.
 - d. Appellants' Exhibit 3 and notes 1 - 5 associated with Appellants' Exhibit 3 contain Appellants' conclusions and interpretations of the documents included within the record on appeal. In addition, Exhibit 3 addresses the merits of the matter currently pending before the ALC. SCDC respectfully submits that Appellants' arguments, conclusions and interpretations were not part of the record before SCDC, and, therefore, should not be included in the record on appeal.
 - e. SCDC respectfully submits that it was unable to decipher the last two pages of Appellants' Exhibit 3, labeled as "Exhibit C," and likewise was unable to determine why "Exhibit C" was included in Exhibit 3. Accordingly, SCDC opposes the inclusion of the pages labeled as "Exhibit C," but does not provide any specific analysis or objections to Exhibit C.
- II. **Additional Comments by SCDC**
- a. SCDC denies the Appellants' insinuation that SCDC engaged in any wrongdoing while processing the Appellants' grievances or in compiling the record on appeal.
 - b. SCDC opposes the Appellants' references within Exhibit 3 to documents not currently in the record on appeal. Specifically, SCDC respectfully submits that Appellants' arguments and analysis regarding a August 20, 2008 letter from SCDC's counsel to Appellants' counsel is improper.
 - c. SCDC respectfully provides its response to Exhibit 3 by analyzing each of the acronyms referenced by Appellants in Exhibit 3. SCDC also respectfully submits that Exhibit 3 is profoundly inaccurate. However, SCDC could not address each and every instance where Appellants' representations were inaccurate.

4568

Exhibit 3
DCR = Document Correctly In Record
(second page of Step 1 and Step 2 forms missing)

Appellants' Position	SCDC's Position
Appellants have no objection to the inclusion of the documents they identified as "DCR" in Exhibit 3 within the record on appeal. In addition, Appellants request that SCDC supplement the record on appeal with the second page of the Step 1 and Step 2 forms that are not already included in the record on appeal.	<u>See responses provided below</u>

Analysis and Example

- SCDC has no objection to Appellants' position that the documents they identified as "DCR" are correctly included in the record on appeal. However, please refer to SCDC's general objection to the inclusion of Exhibit 3 within the record on appeal.
- SCDC opposes the inclusion of the second page of the Step 1 and Step 2 forms that are not already included in the record on appeal. Moreover, Appellants' have not identified which inmates they contend are missing the second page of their Step 1 and/or Step 2 grievance forms. Please also refer to SCDC's response to Appellants' request to include document # 51 within Appellants' Exhibit 2.
- According to Exhibit 3, with the possible exception of the second page of the Step 1 and Step 2 forms, Appellants contend the Record is complete for seventy-two inmates. For example, see inmates Ackerman, Aljalil, and Baker.

69569

Exhibit 3

DCR? = Document Correctly in Record
(exclude SCDC's second Step 1 response)

Appellants' Position	SCDC's Position
SCDC provided two Step 1 responses to some inmates. Appellants' request that the second Step 1 response be excluded from the record on appeal.	<u>Oppose and/or Deny</u>

Analysis and Example

- SCDC opposes Appellants' motion to exclude any of SCDC's Step 1 responses from the record on appeal. All of SCDC's Step 1 responses were provided to the inmates while SCDC was processing their grievances. Therefore, all of SCDC's Step 1 responses should be included in the record on appeal.
- SCDC's Step 1 responses were an "intermediate ruling" and "pleading," and, therefore, are appropriate for inclusion in the record on appeal pursuant to ALC Rule 58A.
- SCDC respectfully reminds the Appellants that they submitted amendments to many of the inmates' Step 1 grievances.
- Please refer to SCDC's response to Appellants' brief, paragraph 17.

4570

Exhibit 3

DIRE = Document Incorrectly in Record, to be Excluded

Appellants' Position	SCDC's Position
Exclude Step 1 and Step 2 responses identified by Appellants as "DIRE" within Exhibit 3 because the inmates never received these Step 1 and Step 2 responses, and therefore, these responses are not an "intermediate ruling" or "final decision" pursuant to ALC Rule 58A.	<u>Oppose and/or Deny</u>

Analysis and Example

- 4571
- SCDC opposes any exclusion of Step 1 or Step 2 response prepared by SCDC officials because these responses were prepared while SCDC was processing the inmates' grievances.
 - SCDC denies Appellants insinuation that it fabricated any Step 1 and Step 2 responses included in the record on appeal.
 - Within notes 2 – 4 associated with Exhibit 3, Appellants contend that the Step 1 and Step 2 responses designated as DIRE did not exist when SCDC returned the Step 1 and Step 2 form to the inmate. However, as acknowledged by the Appellants, many inmates who apparently challenge the veracity of SCDC's Step 1 and Step 2 responses, signed their Step 1 and/or Step 2 forms, or associated grievance notification slips, acknowledging their receipt of the Step 1 and Step 2 response prepared by SCDC. For example, see inmates Aiken (R. pp. 962 – 66), Brewer (R. pp. 1072 – 76), Baker (R. pp. 1039 – 45), Gamble (R. pp. 1932 – 35) and Cobbs (R. pp. 1508 – 11). Thus, SCDC respectfully submits that it provided these Step 1 and Step 2 responses to the inmates.
 - In addition, Step 1 forms reflect that some inmates refused to come to the Inmate Grievance Branch to pick up SCDC's response to their grievance. For example, see inmate Deveaux (R. pp. 1679 – 83). SCDC respectfully submits that an inmate's own refusal to pick up SCDC's grievance response is not grounds for excluding the response from the record on appeal.
 - Appellants' also contend within note 2 associated with Exhibit 3 that a August 20, 2008 letter from SCDC's counsel to Appellants' counsel confirms their assertion that these Step 1 and Step 2 responses did not exist when SCDC returned the Step 1 and Step 2 forms to the inmates. SCDC respectfully submits that Appellants have misconstrued and misrepresented the content of SCDC's August 20, 2008 letter. Please refer to SCDC's response to Appellants' Exhibit 2 proposed document # 11(a), and SCDC's response to the Appellants' brief. In addition, within SCDC's August 20, 2008 letter, SCDC's counsel represented that it could not currently locate hard copy documents for some inmates. After SCDC's August 20, 2008 letter, however, SCDC's counsel received hard copy documents from SCDC's Inmate Grievance Branch for some of these inmates. For example, see inmates Cobbs (R. pp. 1508 – 11) and Thompson (R. pp. 3661 – 61). Therefore, SCDC respectfully submits that all of the Step 1 and Step 2 responses within the record on appeal existed when SCDC returned the Step 1 and Step 2 form to the inmate.

Exhibit 3
DNL = Document Not Locatable by SCDC

Appellants' Position	SCDC's Position
The documents identified with by Appellants as "DNL" within Exhibit 3 exist and should be included in the record on appeal. However, these documents are not provided in the record on appeal and therefore, SCDC must not have been able locate them.	<u><i>Oppose and/or Deny</i></u>

Analysis and Example

- 4572
- SCDC opposes Appellants' contention that the documents they identified as "DNL" exist but SCDC could not locate them. Appellants' contentions are nothing more than their conclusions and interpretation of the documents included within the record on appeal. In addition, SCDC respectfully submits that the documents contained within the record on appeal speak for themselves.
 - No response is required for the majority of the documents identified by Appellants as "DNL."
 - Some of the documents that Appellants contend exist, but SCDC cannot locate, in reality, do not exist.
 - Within note 5 associated with Exhibit 3, Appellants' contend that Keith Eugene's name appears on the September 30, 2004 Certificate of Service filed with SCDC, and therefore, Mr. Eugene must have filed a Step 1 grievance. Moreover, Appellants' contend that because there is no Step 1 grievance for Mr. Eugene within the record on appeal, SCDC must have lost it. SCDC respectfully submits that no person named "Keith Eugene" has ever been incarcerated within SCDC. Moreover, SCDC has no record that a person named Keith Eugene ever filed a Step 1 grievance with SCDC. Furthermore, SCDC respectfully submits that the September 30, 2004 Certificate of Service (R. p. 880) does not clearly identify the name "Keith Eugene." Thus, SCDC could not locate a Step 1 grievance for Mr. Eugene because it does not exist.
 - SCDC spreadsheet entitled "Ackerman 5-6-11," (R. p. 3), shows that Inmate Brannon filed a Step 1 grievance on September 30, 2004. The record on appeal does not, however, include a Step 1 grievance for inmate Brannon. Appellants' assessment of this reality within Exhibit 3 is unnecessary.

Exhibit 3

DINRA = Document Incorrectly Not in Record, to be Added

Appellants' Position	SCDC's Position
SCDC should supplement the record on appeal with documents identified by Appellants as "DINRA" in Exhibit 3 because they were incorrectly excluded from the record on appeal. Appellants also request permission to substitute signed amendments in Appellants counsel's possession with unsigned amendments already included in the record on appeal.	<u>Oppose as Requested & Deny</u>

Analysis and Example

- 45-73
- SCDC does not object to the inclusion of materials that were previously submitted to SCDC, but were inadvertently omitted from the Record. SCDC will review the materials in its possession for any materials identified by Appellants as inadvertently omitted from the record on appeal. For example, SCDC will attempt to locate SCDC's response to inmate Thomas Carter's Step 1 grievance and inmate Harold Roberson's Certificate of Service associated with his Notice of Appeal to the ALC.
 - SCDC respectfully opposes the inclusion of any materials which were never submitted to SCDC. For example, SCDC has no record that inmate Henry Baker ever submitted an amendment and exhibits with SCDC. Therefore SCDC opposes Appellants' request to include amendments for inmate Baker within the record on appeal.
 - SCDC opposes the Appellants' request to substitute signed amendments in Appellants counsel's possession for the unsigned amendments already included in the record on appeal. Appellants' counsel has not provided these documents to SCDC and has not identified the inmates who purportedly now have signed amendments. Please refer SCDC's response to Appellants' brief, paragraph 13 and Exhibit 2.
 - SCDC opposes the Appellants' contention within note 1 associated with Exhibit 3 that SCDC agreed to file and consider amendments and exhibits to the inmates' grievances, and include them in the record on appeal to the ALC. Any agreement between SCDC's counsel and Appellants' counsel to accept the inmates amendments, consider them on the merits, and include them in the record on appeal did not extend to signed amendments currently in Appellants counsel's possession, which have never been delivered to SCDC. Please refer SCDC's response to Appellants' Exhibit 2.

Exhibit 3

DANE = Document Apparently Never Existed

Appellants' Position	SCDC's Position
Documents identified by Appellants as "DANE" within Exhibit 3 never existed.	<u>Oppose and/or Deny</u>

Analysis and Example

- SCDC opposes Appellants' contention that the documents they identified as "DANE" within Exhibit 3 never existed. Appellants' contentions are nothing more than their conclusions and interpretation of the documents included within the record on appeal. In addition, SCDC respectfully submits that the documents contained within the record on appeal speak for themselves.
- SCDC respectfully submits that no response is required for the majority of the documents identified by Appellants as "DANE."
- SCDC denies Appellants' insinuation that SCDC misrepresented to Appellants' counsel or the court that these document may have existed.
- SCDC opposes Appellants' insinuation that these documents should exist. For example, Appellants contend that SCDC's response to inmate Beasley's Step 2 grievance "apparently" never existed. Inmate Beasley's Step 2 grievance was signed by Appellants' counsel and not by inmate Beasley. SCDC never made any representations that it responded to inmate Beasley's Step 2 grievance. Instead, SCDC's position has consistently been that it would not process inmate Beasley's Step 2 grievance because it was signed by Appellants' counsel, which is contrary to SCDC grievance policy GA-01.12.
- SCDC observes that according to Appellants', Inmate K. McNeill's Step 1 grievance form never existed. Moreover, Appellants' counsel previously informed SCDC's counsel that Inmate McNeill never filed a grievance, or appeal to the ALC. (R. p. 19). Therefore, SCDC respectfully wonders why Inmate McNeill is included in the Appellants' appeal. See also Inmate Percz.

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