RECEIVED
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SC SUPREME COURT

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 Buchanon, #277262, Christopher Buch, #200690, Rudy Cassady, #238732, Sheldon Clark, #264772, Zawaski Cobb, #187136, Kamathene Cooper, #145333, Gladstone Cummings, #267450, Patrick Curtis, #175139, Quintin Daniels, #196284, Curtis Davis, #238776, Heyward Dempsey, #134171, Phillip Denney, #240678, Paul Durham, #219573, Jerome Durham, #270393, Keith Eigner, #299153, Bernard Felder, #122099, Jermaine Garriett, #191274, Fred Gatewood, #289775, Dennis Goff, #177506, Gregory Grant, #109656, Nelson Hampton, #286427, James Hartman, #219770, Gary Hayes, #263985, Michael Hood, #279987, Nikia Law, #260855, Stephen Lease, #137016, Harry Leonard, #249996, Herbert McFadden, #184297, Michael McFarland, #266870, Earl Mack, #216237, John Moultri, #276527, Matin Muntaqim, #266870, Tony Pitts, #280597, Germaine Pringle, #250390, Gene Richardson, #93614, Dennis Richey, #233472, Ignacio Rivera, #300424, Vondell Sanders, #241308, James Sattler, #235043, Joseph Schmitz, #173987, Arthur Scott, #251957, Jerome Scott, #153381, Roosevelt Scott, #275631, Archie Simmons, #161419, Robert Smith, #199324, James Williams, #282929, Gary Bryant, #258972, Harlon Edger, #261866, Johnny Holden, #245199, Don Hughes, #256862, Michael Key, #266890, Archie Lee, #226354, Isaac Richardson, #232574, Larkland Richards, #281768, John Wojcik, #219463, James Bogan, #288111, Larry Burke, #281911, Jammie Gaymon, #208922, David Harrell, #260004, Jeff Stinson, #260047, Ricky Libby, #274681, Alain Lareua, #128014, Quentin Baker, #297868, Frank Corley, #292975, James

Jackson, #267718, Quintin Linen, #238553, Thomas Miles, #246763, Chauncy Orr, #177069, Isaiah Scott, #228008, Eric Youmous, #281091, Derek Carter, #275938, Willie Hare, #256641, Ernest Miller, #235474, Robert Norris, #266101, Ronald Simmons, #267937, Samuel Simmons, #302393, William Thomas, #272501, Anthony Murphy, #295893, Anthony Murray, #237867, Johnny Hayes, #267910, Roy Morris, #288777, Daniel Dewey, #276678, Nehemiah Greene, #243339, Leroy Choice, #113990, James McFadden, #235419, Francis Prioleau, #268813, Darrell Rochester, #146731, Wilbur Jordan, #292264, Alvin Stewart, #278595, Kevin Poston, #266083, Kevin Smith, #272440, Donald Robinson, #277520, Douglas Bude, #263537, Willie Elder, #246208, Rogelio Zavala, #245106, Dennis Knight, #286981, Jacob Beach, #301270, Francis Ackerman, #266928, Darrin Miller, #259593, Edward Bryant, #255998, Sherman Austin, #20028, Michael Baylor, #265682, Taurus Bowman, #252745, Kenneth Carter, #243538, Calvin Drummond, #236322, David Feggins, #287157, Terry Ferguson, #299080, Willie House, #257820, Peter Jenkins, #257321, Percy Martin, #270035, James Murray, #165487, Stephone Simmons, #300422, Larry McClam, #282972, Tyrone Aiken, #244428, Tyrone Aiken, #248367, Frank Anderson, #282800, Ronald Brewer, #285756, Keith Brown, #295762, Pete Bryant, #242370, Michael Busques, #191961, Richard Butler, #162467, Gary Davis, #106144, Anthony English, #238474, Kerlan Etheredge, #236635, James Evans, #267837, Jose Flores, #240563, Robert Garrett, #291096, Reginald Geddis, #183851, Richard Graham, #228235, Gary Grooms, #283860, Wayne Harlan, #245705, Johnny Hayes, #267910, Steven Hickenbottom, #196263, Alfred Joyner, #260442, Donald Lyles, #296135, Henry Baker, #263398, Thomas Carter, #249362, Thomas Butler, #257552, Bobby Williams, #261486, Ray Wells, #173651, Rodney Pressley, #177947, Keith Kelly, #257556, Maxie Gamble, #254413, James Enriquez, #215539, Perry Deveaux, #109601, James Wells, #180458, Cedric Martino, #291396, Donald McAteer, #292961, Robert Wydman, #260331, Anthony Wright, #214007, Derrick

Williams, #272958, Kenneth White, #228409, James Trumper, #247429, Jeffrey Spears, #281697, Timothy Smith, #296539, Davis Sims, #278067, Virgil Simpson, #281888, Edward Simpson, #220017, Kenneth Simmons, #278911, George Shine, #292391, Ralph Sellers, #164295, Laron Richardson, #258786, Frank Patterson, #283098, Tony McNeil, #235864, Larry McClam, #282972, Lavanza Mack, #189340, Raymond Livingston, #277133, Nicholas Lambrose, #215080, Joseph Kelsey, #217218, Keith Eugine, no number, Chuck Jackson, #266425, James Foye, #211523, Timothy Inman, #151123, Marvin Gilbert, #273934, Demetrius Wheeling, #264976, Leon Wilson, #155867, Jeffrey Tevis, #216442, Darryel Beasley, #222388, Curtis Thompson, #266448, Baron Cobbs, #280479, James Tino, #145030, Harold Roberson, #117001, Ray Gadsen, #187527, Tony Witt, #242918, Jonathan Singleton, #287670, Joe Pannell, #89592, Charles Graham, #294453, Lazarus Brannon, #227847, Darrell Williams, #219730, Wilbert Mills, #244004, Howard Grant, #255473, Timothy Wilson, #261971, Rodney Elliott, #251337, Henry Rivers, #219118, Respondents,

v.

South Carolina Department of Corrections, Petitioner.

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

APPENDIX
VOLUME 8 OF 14

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

Counsel for SCDC

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	McMICHAEL, BRIAN	291500	E B 15	1	4/13/04	4/14/04
	MCMILLAN, COREY	226661	MX 0	2	3/15/00	7/17/01
MI 3	McNAIR, WILLIE	285558	C B 14	2	9/20/02	9/25/02
MI 3	McNEIL, EDSEL	219506	C A 24	1	4/5/02	9/4/02
	McNEIL, KENNETH	281799	C B 30	1	6/20/02	7/16/02
ME 3	McNEIL, TONY	235846	A B 42	1	10/1/02	10/8/02
	MCRAY, MARK	269169	C B 30	1	10/16/00	1/29/00
MI 3	MENDOZA, ERIBERTO	283772	C A 28	1	8/12/02	5/2/03
	MESSINK, GREGORY	275960	S B 22	2	8/17/01	8/27/01
	MEYERS, ROBERT	229315	C B 1	0	9/27/99	2/2/00
MI 2	MICKELL, JOHN	155009	C B 25	1	6/20/02	8/28/02
MI 2	MICKELL, JOHN	155009	C B 22	1	9/23/02	10/1/02
	MILES, THOMAS	246763	S B 53	1	6/7/01	1/29/02
MI 2	MILFORD, FRANKLIN	278855	C A 19	2	5/13/02	12/16/02
	MILLER, ADRIAN	282638	A A 33	1	5/6/02	5/31/02
	MILLER, CALVIN	163907	S A 34	1	3/21/00	6/16/00
	MILLER, DANA	253789	MX 0	2	1/6/00	6/27/00
MI 3	MILLER, DARRIN	259593	C B 50	1	4/10/02	6/24/04
MI 3	MILLER, ERNEST	235474	C A 44	1	3/21/00	6/26/03
	MILLER, JOHN	268152	E B 16	1	10/12/01	10/24/01
	MILLER, MOSES	256762	C B 5	1	11/4/99	3/5/01
ME 3	MILLER, RAY	214870	C B 28	2	9/30/02	11/12/02
	MILLER, WILLIAM	277143	S B 46	1	9/5/01	6/6/02
	MILLS, BARRICK	270170	S A 42	1	8/17/01	3/5/02
	MILLS, JOSEPH	266231	C A 20	1	5/31/00	8/1/00
	MILLS, STEVEN	245363	C 0	1	11/10/99	4/3/00
MI 2	MILLS, WILBERT	244004	C B 53	1	12/20/01	5/2/03
MI 1B	MILLS, WILBERT	244004	C B 53	1	12/20/01	6/26/03
MI 3	MILLS, WILLIAM	278584	C B 4	2	11/26/01	1/8/03
	MINGO, JOHN	247878	C 0	1	11/15/99	2/9/00
	MITCHELL, ANTHONY	267907	S B 59	1	2/23/01	4/24/01
	MITCHELL, JAMES	276967	S A 30	1	8/17/01	1/22/02
	MITCHELL, MARVIN	215068	S A 23	1	7/30/01	8/27/01
	MITCHUM, HERBERT	277999	E A 26	2	10/24/01	11/30/01
	MITCHUM, OTIS	228669	C 0	1	12/21/99	4/28/00
	MITCHUM, ROBERT	266352	S A 28	1	6/6/00	9/15/00
MI 2	MIXSON, JAMES	250314	C B 12	1	8/10/99	10/10/02
	MOLEN, KEVIN	219388	S A 27	1	8/17/01	9/24/01
	MONROE, ISHMALE	242487	A A 46	1	3/28/01	1/8/01
	MONTGOMERY, MIKE	266760	MX 0	2	8/16/00	10/5/00
MI 3	MOORE, CLARENCE	293031	WALLS	3		4/7/04
	MOORE, WENDELL	260478	C A 17	1	11/1/99	4/5/00
MI 3	MOOSO, J	241869	C A 0	0		10/13/99
	MORGAN, DAVID	270062	S A 16	1	4/10/02	5/20/02
MI 3	MORRIS, JR. ROY	288777	C B 54	1	6/26/03	6/10/04
MI 2	MORRISON, CHARLES	253880	C A 52	2	8/6/99	12/16/02

PLAINTIFF'S EXHIBIT A

A - 0789
June 2004

3195

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C

3196

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

PLAINTIFF'S EXHIBIT C

Ackerman 5-6-11 2833

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

PLAINTIFF'S EXHIBIT F

A - 1262
June 2004

3198

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

PLAINTIFF'S EXHIBIT H

3199

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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

3200

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. LCI 0768-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received 5/24
IGC Initials
✓ 16A - ABH 7-13-07

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

RECEIVED
JUN 04 2007
INMATE GRIEVANCE

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

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

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

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

Roy M 5/22/07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

Roy M 8/01/07
Grievant Signature Date

Rondeau 8/1/07
IGC Signature Date

3201 (SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

Ackerman 5-6-11 2837

MORRIS LIC-0768-04

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

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

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

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

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

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

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

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

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

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

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

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

3202

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Roy Morris, #288777,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

GRIEVANCE NO.: _____

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

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

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

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

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

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

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

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

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

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

Signed

8-23-07
Dated

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

3203

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

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

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

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

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

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

Douglas H. Westbrook

3204

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

John Moultrie INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 276527

INSTITUTION: Lieber

HOUSING UNIT: Cooper A Room 14

WORK ASSIGNMENT: PI 2

Office Use Only
Grievance No. Lieber 0200-04
Code: General OM
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials LC

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

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

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

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Williams et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certified a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

John Moultrie 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlton 10/28/04
IGC Signature Date

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

N/A
Grievant Signature Date

SCDC IN 8/Rev. November 1997

Ackerman 5-6-11 2841

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

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

Grievant Signature — Date: 11-02-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

3206

Jack J. Mouttrie, # 226527 CC10760-04

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

3208

AMENDMENT TO GRIEVANCE OF JOHN MOULTRIE, #276527

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

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

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

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

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

PLAINTIFF'S EXHIBIT

A - 0790
June 2004

3210

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C

3211

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

PLAINTIFF'S EXHIBIT C

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

PLAINTIFF'S EXHIBIT E 3213

A - 1264
June 2004

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

PLAINTIFF'S EXHIBIT F 3214

A - 1265
June 2004

Ackerman 5-6-11 2850

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

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NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

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

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

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

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

John Moultrie 11-02-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

May 22, 2007
Grievant Signature Date

5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 2854

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

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

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MOULTRIE LCI-0760-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

John Moultrie, #276527,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

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

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

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

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

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

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

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

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

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

John Moultrie
Appellant's Name

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

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

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

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

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

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

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

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

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

Douglas H. Westbrook

3224

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

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

Office Use Only
Grievance No. Lieber 00494
Code: General MH
Nelson
Adj. Com.
Class.
Date Received SEP 22 2004
IGC Initials LC

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

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

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

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

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

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

INFORMAL RESOLUTION BY IGC:

See Warden's Response.

L Cary Fox 10/29/04
IGC Signature Date

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

N/A
Grievant Signature Date

SCDC 10-5 (Rev. April 1996) 3225

Ackerman 5-6-11 2861

WARDEN'S DECISION AND REASON:

See attachment.

☐ I accept
☒ I do not accept

Warden Signature Oct. 28, 04
Date

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

Martin A. Al Mountagin 11/2/04
Grievant Signature Date

IGC Signature 11-2-04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Inmate M. Muntaquim, # 142282 2C10644204

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

3228

AMENDMENT TO GRIEVANCE OF MATIN MUNTAGIM, #142282

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

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

(Grievant Signature) (Date)

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

3229

AMENDMENT TO GRIEVANCE OF MATIN MUNTAGIM, #142282

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

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_____ _____
(Grievant Signature) (Date)

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

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

PLAINTIFF'S EXHIBIT 8

A - 0790
June 2004

3231

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND) LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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



Ackerman 5-6-11 2869

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

PLAINTIFF'S EXHIBIT F

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A - 1265
June 2004

Ackerman 5-6-11 2870

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

PLAINTIFF'S EXHIBIT F

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A - 1266
June 2004

Ackerman 5-6-11 2871

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



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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

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

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

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

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

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

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

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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MONTAQIM LCI-0649-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI. 3241

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

Matin Muntaqim, #142282,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

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

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

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

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

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

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

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

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

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

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

[signature]
Signed

5-30-07
Dated

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

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

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

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

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

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

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

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

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

STEP 1

INMATE NAME:

SCDC NUMBER: 295893

INSTITUTION: Lieber Corr. Inst

HOUSING UNIT: Cooper-B-18

WORK ASSIGNMENT: P.I-2

Office Use Only

Grievance No. Lieber 0760-04

Code: General 104

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials IC

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

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

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

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

Anthony Murphy
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carlton 10/28/04
IGC Signature Date

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

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

N/A
Grievant Signature Date

Ackerman 5-6-11 2881

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

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

Grievant Signature — Date: 11-2-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

3246

Jim A. Murphy, # 295893 LC10740-04

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

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AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

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

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

(Grievant Signature) (Date)

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

5-16-07

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

INMATE NAME: Murphy, Anthony
SCDC NUMBER: 295893 NOV 08 2004
INSTITUTION: Lieber Corr. Inst. PP
HOUSING UNIT: Cooper B-18
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI0740-04
Code: General RAY
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.

11-3-0
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

5-16-07
Grievant Signature Date

MS Redfearn Miller 5-16-07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3250

Ackerman 5-6-11 2886

MURPHY LCI-0740-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Anthony Murphy, #295893

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

GRIEVANCE NO.: _____

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

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

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

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

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

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

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

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

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

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

D H Westbrook
Signed
7-17-07
Dated

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

3254

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

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

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

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

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

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

D. H. Westbrook

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

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

INMATE NAME:

SCDC NUMBER: 23767

INSTITUTION: ~~LCI~~ Perry

HOUSING UNIT: C-A-H 58

WORK ASSIGNMENT: P.I-2 QIA-223

Office Use Only

Grievance No. Lieber 0709-04

Code: General MV

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials TC

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

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

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

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

Anthony T Murray 9-27

Grievant Signature / Date

ACTION TAKEN BY IGC:

See Warden's response.

G Carlton 10/28/04

IGC Signature Date

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

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

N/A

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

325

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2892

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

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

Anthony Murray 5-17-07
Grievant Signature Date

Ars Haeman 5.15.07
~~IGC~~ Signature Date
IGA

Seen by: M Cecil, 5-17-07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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J/M A. Murray #237867 CC10709-04

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

3259

MURRAY LCI-0709-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

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

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

(Grievant Signature) (Date)

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

3263

AMENDMENT TO GRIEVANCE OF ANTHONY T. MURRAY, #237867

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

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

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

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

Ackerman 5-6-11 2900

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	MOTTS, JEFFERY	233867	W C161	1	7/7/03	8/8/03
MI 3	MOULDER, MICHAEL G.	299520	C B 25	1	4/22/04	6/24/04
	MOULTRIE, ERIC	232946	C B 37	1	5/31/00	6/27/00
MI 3	MOULTRIE, JOHN	276527	C A 14	1	10/29/01	6/24/04
	MULLINAX, JEFF	265296	C A 23	1	5/15/00	6/20/00
MI 3	MUNTAGIM, MATIN	142282	C B 1	1	11/30/01	6/26/03
	MURDAUGH, JOHN	276557	C B 21	1	7/30/01	8/14/01
MI 1B	MURPHY, ANTHONY	295893	C B 18	1	3/19/04	6/24/04
MI 2	MURPHY, GARY	227711	C B 63	2	12/19/01	12/11/02
MI 2	MURPHY, WILLIAM	273785	C B 25	2	6/20/02	11/13/02
MI 3	MURRAY, ANTHONY	237867	C A 16	1	6/26/03	6/24/04
	MURRAY, JAMES	165487	C B 43	1	8/10/01	7/26/02
MI 3	MYERS, R.	229315	C A 0	0		1/31/00
	NEALY, DENNIS	219981	C B 27	2	7/10/01	9/11/01
MI 3	NELSON, ANTWAN	261674	M A 0	2	1/6/00	2/3/00
MI 3	NELSON, L.	259352	C A 0	0		4/8/02
MI 2	NELSON, MICHAEL	267415	C B 9	3	9/24/03	12/22/03
MI 2	NELSON, MICHAEL	267415	C B 9	1	7/21/00	5/2/03
	NELSON, SEAN	141070	S A 32	1	2/4/02	5/17/02
	NESBITT, TERRY	237599	C B 24	1	2/23/01	4/10/01
MI 2	NEWMAN, RICHARD	245321	C A 45	1	9/9/99	10/31/02
MI 3	NEWTON, WAYMON	250888	A B 56	2	8/2/02	4/16/03
	NOBLE, WALLACE	145431	C B 20	1	11/28/99	2/22/00
	NOE, GEORGE	244005	E B 1	1	6/19/00	6/20/00
MI 3	NORRIS, ROBERT	266101	C B 60	1	6/13/00	6/26/03
	O' NEAL, RAMON	243420	C B 18	1	10/5/01	12/13/01
	O'KEEFE WILLIAM	192896	C 0	1	2/15/00	3/29/00
ME 3	O'NEAL, TRAVIS	258349	A A 33	2	9/16/02	10/4/02
ME 3	O'STEEN, JOHN	262838	A A 32	2	10/8/02	11/6/02
MI 3	OLIN, JOHN	267997	C A 24	1	6/27/03	10/29/03
	OLIVER, CARLIS	250716	C 0	1	12/20/99	5/10/00
	OLIVER, STANLEY	192110	C A 28	1	9/27/01	3/27/02
	OLSEN, NORMAN	136378	M 0	1	1/26/00	4/5/00
	OREE, KENNETH	261407	C X 0	1	10/19/99	12/29/99
MI 3	ORR, CHAUNCY	177069	C A 13	1	8/6/99	6/24/04
	OSBORNE, HARRY	180071	C A 30	1	7/10/01	12/6/01
MI 3	OWENS, ANTHONY	279893	C B 20	1	4/5/02	12/16/02
	OWENS, KEVIN	232291	M 0	0	7/20/00	6/6/01
	OWENS, STEVEN	268986	C A 30	1	11/27/00	1/3/01
MI 3	PADDOCK, STEPHEN	280103	C B 9	1	12/20/01	3/12/04
	PAIGE, RICHARD	264821	M X 0	2	9/13/00	8/29/01
	PALMER, CLIFFORD	211797	C 0	1	10/1/99	1/5/00
MI 3	PALMER, MICHAEL	279108	C B 24	1	6/14/04	6/24/04
	PALMER, MICHAEL	279108	S A 30	3	4/11/02	4/16/02
	PANNELL, JOE	89592	C B 6	1	5/17/00	6/19/02
	PARKS, MICHAEL	233957	M X 0	2	1/13/00	7/7/00

PLAINTIFF'S EXHIBIT A

A - 0790
June 2004

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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

PLAINTIFF'S EXHIBIT C

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

PLAINTIFF'S EXHIBIT
f
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A - 1266
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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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

Due 5-24-07

DO 5-25-07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

MAY 29 2007

INMATE GRIEVANCE

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

INMATE NAME: Anthony Murray
SCDC NUMBER: 237867
INSTITUTION: Perry
HOUSING UNIT: A-1-A-512 223
WORK ASSIGNMENT: Farm Crew

MAY 22 2007

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

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

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

Anthony Murray 5-17-07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

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

Anthony Murray 8-3-07
Grievant Signature Date

IGC Signature 8/3/07 Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3272

Ackerman 5-6-11 2908

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

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

Court record exhibit

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MURRAY LCI-0790-04

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

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

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

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

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

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

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

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

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

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

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

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Anthony Murray, #237867,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

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

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

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

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

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

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

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

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

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

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

Signed

7-28-07
Dated

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

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

I certify that on the 28th day of Sept., 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

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

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

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

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

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

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

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

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
The department is asked to review and determine, where I am entitled to receive back wages which by law are due to me from working at Prison Industries Program when they only paid me .35¢ per hour and not under Prevailing wage statute South Carolina Code Ann. Sec 24-3430 (A-7) which is basis of my Grievance, applys and likewise note that under law the department is asked to pay at Prevailing wage not $4.10 per hour currently being paid to the department of Corrections from Williams Tech as well as overtime rate of Pay under law.

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

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

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

ACTION TAKEN BY IGC:

Inmate James Murray: See Warden's Response.

IGC Signature 10/28/04 Date

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

Grievant Signature Date

Ackerman 5-6-11 2913

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Oct. 27, 04 Date

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

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

IGC Signature 10/29/04 Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Inmate James Murray #163487 LCI0610-04

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

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AMENDMENT TO GRIEVANCE OF JAMES P. MURRAY, #165487

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

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

(Grievant Signature) (Date)

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

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Inmate #	Last Name	First Name	Middle Name	Pay Ending	Hours	Earnings	Pay Amount
227711	MURPHY	GARY	L.	20020909	0.50	101.25	50.62
227711	MURPHY	GARY	L.	20020923	0.50	125.70	62.85
227711	MURPHY	GARY	L.	20021007	0.50	108.48	54.24
227711	MURPHY	GARY	L.	20021021	0.50	57.05	28.52
227711	MURPHY	GARY	L.	20021104	0.50	82.73	41.36
227711	MURPHY	GARY	L.	20021118	0.50	44.29	22.14
227711	MURPHY	GARY	L.	20021202	0.50	57.90	28.95
227711	MURPHY	GARY	L.	20021216	0.50	41.58	20.79
273785	MURPHY	WILLIAM	CORNELL	20020729	0.50	47.25	23.62
273785	MURPHY	WILLIAM	CORNELL	20020812	0.50	43.42	21.71
273785	MURPHY	WILLIAM	CORNELL	20020826	0.50	51.55	25.77
273785	MURPHY	WILLIAM	CORNELL	20020909	0.50	48.17	24.08
273785	MURPHY	WILLIAM	CORNELL	20020923	0.50	61.38	30.69
273785	MURPHY	WILLIAM	CORNELL	20021007	0.50	88.10	44.05
273785	MURPHY	WILLIAM	CORNELL	20021021	0.50	61.88	30.94
273785	MURPHY	WILLIAM	CORNELL	20021104	0.50	61.12	30.56
273785	MURPHY	WILLIAM	CORNELL	20021118	0.50	48.07	24.03
237867	MURRAY	ANTHONY	TYRONE	20030714	0.50	56.76	28.38
237867	MURRAY	ANTHONY	TYRONE	20030728	0.50	47.31	23.65
237867	MURRAY	ANTHONY	TYRONE	20030811	0.50	43.33	21.66
237867	MURRAY	ANTHONY	TYRONE	20030825	0.50	48.09	24.04
237867	MURRAY	ANTHONY	TYRONE	20030908	0.50	50.75	25.37
237867	MURRAY	ANTHONY	TYRONE	20030922	0.50	66.20	33.10
237867	MURRAY	ANTHONY	TYRONE	20031006	0.50	62.12	31.06
237867	MURRAY	ANTHONY	TYRONE	20031020	0.50	74.94	37.47
237867	MURRAY	ANTHONY	TYRONE	20031103	0.50	81.68	40.84
237867	MURRAY	ANTHONY	TYRONE	20031117	0.50	69.16	34.58
237867	MURRAY	ANTHONY	TYRONE	20031201	0.50	73.48	36.74
237867	MURRAY	ANTHONY	TYRONE	20031215	0.50	80.40	40.20
237867	MURRAY	ANTHONY	TYRONE	20031229	0.50	82.04	41.02
237867	MURRAY	ANTHONY	TYRONE	20040112	0.50	57.12	28.56
237867	MURRAY	ANTHONY	TYRONE	20040126	0.50	99.11	49.55
237867	MURRAY	ANTHONY	TYRONE	20040209	0.50	112.88	56.44
237867	MURRAY	ANTHONY	TYRONE	20040223	0.50	128.52	64.26
237867	MURRAY	ANTHONY	TYRONE	20040308	0.50	113.55	56.77
237867	MURRAY	ANTHONY	TYRONE	20040322	0.50	127.68	63.84
237867	MURRAY	ANTHONY	TYRONE	20040405	0.50	118.23	59.11
237867	MURRAY	ANTHONY	TYRONE	20040419	0.50	106.76	53.38
237867	MURRAY	ANTHONY	TYRONE	20040503	0.50	114.45	57.22
237867	MURRAY	ANTHONY	TYRONE	20040517	0.50	126.76	63.38
237867	MURRAY	ANTHONY	TYRONE	20040531	0.50	96.59	48.29
165487	MURRAY	JAMES	PRESSLEY	20010827	0.50	46.64	23.32
165487	MURRAY	JAMES	PRESSLEY	20010910	0.50	41.48	20.74
165487	MURRAY	JAMES	PRESSLEY	20010924	0.50	46.66	23.33
165487	MURRAY	JAMES	PRESSLEY	20011008	0.50	94.52	47.26
165487	MURRAY	JAMES	PRESSLEY	20011022	0.50	66.93	33.46
165487	MURRAY	JAMES	PRESSLEY	20011105	0.50	65.63	32.81
165487	MURRAY	JAMES	PRESSLEY	20011119	0.50	72.95	36.47
165487	MURRAY	JAMES	PRESSLEY	20011203	0.50	73.03	36.51
165487	MURRAY	JAMES	PRESSLEY	20011217	0.50	93.22	46.61
165487	MURRAY	JAMES	PRESSLEY	20011231	0.50	39.08	19.54
165487	MURRAY	JAMES	PRESSLEY	20020128	0.50	77.40	38.70
165487	MURRAY	JAMES	PRESSLEY	20020211	0.50	87.20	43.60
165487	MURRAY	JAMES	PRESSLEY	20020225	0.50	56.95	28.47

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PLAINTIFF'S EXHIBIT F

A - 1267
June 2004

Number	LastName	FirstName	MiddleName	PayDate	PayRate	Hours	Pay Amount
165487	MURRAY	JAMES	PRESSLEY	20020325	0.50	103.16	51.58
165487	MURRAY	JAMES	PRESSLEY	20020408	0.50	93.56	46.78
165487	MURRAY	JAMES	PRESSLEY	20020422	0.50	91.32	45.66
165487	MURRAY	JAMES	PRESSLEY	20020506	0.50	90.83	45.41
165487	MURRAY	JAMES	PRESSLEY	20020520	0.50	92.28	46.14
165487	MURRAY	JAMES	PRESSLEY	20020603	0.50	90.71	45.35
165487	MURRAY	JAMES	PRESSLEY	20020617	0.50	103.02	51.51
165487	MURRAY	JAMES	PRESSLEY	20020701	0.50	91.38	45.69
165487	MURRAY	JAMES	PRESSLEY	20020715	0.50	77.30	38.65
165487	MURRAY	JAMES	PRESSLEY	20020729	0.50	80.52	40.26
165487	MURRAY	JAMES	PRESSLEY	20020812	0.50	6.03	3.01
229315	MYERS	ROBERT	LEE	19991025	0.35	54.75	19.16
229315	MYERS	ROBERT	LEE	19991108	0.35	74.50	26.07
229315	MYERS	ROBERT	LEE	19991108	0.55	72.00	39.60
229315	MYERS	ROBERT	LEE	19991122	0.35	56.65	19.82
229315	MYERS	ROBERT	LEE	19991206	0.50	53.73	26.86
229315	MYERS	ROBERT	LEE	19991220	2.50	2.00	5.00
229315	MYERS	ROBERT	LEE	19991220	0.50	59.88	29.94
229315	MYERS	ROBERT	LEE	20000103	0.50	29.00	14.50
229315	MYERS	ROBERT	LEE	20000117	0.50	72.78	36.39
229315	MYERS	ROBERT	LEE	20000131	0.35	19.87	6.95
219981	NEALY	DENNIS		20010716	0.50	5.69	2.84
261674	NELSON	ANTWAN	LAMAR	20000131	0.35	52.50	18.37
259352	NELSON	LARRY		19990927	0.35	39.75	13.91
259352	NELSON	LARRY		19990927	0.55	5.75	3.16
259352	NELSON	LARRY		19991011	0.35	68.25	23.88
259352	NELSON	LARRY		19991011	0.55	3.75	2.06
259352	NELSON	LARRY		19991025	0.35	56.00	19.60
259352	NELSON	LARRY		19991108	0.50	75.00	37.50
259352	NELSON	LARRY		19991108	0.55	33.50	18.42
259352	NELSON	LARRY		19991122	0.50	67.50	33.75
259352	NELSON	LARRY		19991122	0.55	8.63	4.74
259352	NELSON	LARRY		19991206	0.50	43.23	21.61
259352	NELSON	LARRY		19991206	0.55	1.95	1.07
259352	NELSON	LARRY		19991220	2.50	2.00	5.00
259352	NELSON	LARRY		19991220	0.50	75.00	37.50
259352	NELSON	LARRY		19991220	0.55	5.45	2.99
259352	NELSON	LARRY		20000103	0.35	27.03	9.46
259352	NELSON	LARRY		20000103	0.55	2.97	1.63
259352	NELSON	LARRY		20000117	0.50	67.50	33.75
259352	NELSON	LARRY		20000117	0.55	1.75	0.96
259352	NELSON	LARRY		20000131	0.35	59.00	20.65
259352	NELSON	LARRY		20000214	0.60	75.00	45.00
259352	NELSON	LARRY		20000214	0.60	8.50	5.20
259352	NELSON	LARRY		20000214	0.10	67.50	6.75
259352	NELSON	LARRY		20000228	0.60	64.08	38.44
259352	NELSON	LARRY		20000228	1.05	15.00	15.75
259352	NELSON	LARRY		20000313	0.60	68.03	40.81
259352	NELSON	LARRY		20000327	0.60	75.00	45.00
259352	NELSON	LARRY		20000410	0.60	75.00	45.00
259352	NELSON	LARRY		20000410	0.80	7.50	6.00
259352	NELSON	LARRY		20000424	0.75	74.88	56.16
259352	NELSON	LARRY		20000508	0.60	63.48	38.08
259352	NELSON	LARRY		20000522	0.75	67.50	50.62

3283

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. LCI 0660-04
Code: General MM
Policy
Disc. Hear.
Class.
Date Received 10-29-04
IGC Initials CC

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

RECEIVED
NOV 05 2004
INMATE GRIEVANCE

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

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

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

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

Signature Date

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

Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3284

Ackerman 5-6-11 2920

Lieber PI Back Wage Claim Step 2 Reply

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

James Pressley Murray, #165487

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

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

James Pressley Murray
Appellant's Name

(1) 253 Mary Scott Dr.
Mailing Address

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

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

3289

Signed

(2) c/o Mr. Patrise Haynes
6961 South Kenwood

Dated: 2-6-08

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

(See reverse side for instructions)

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

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

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

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

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

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

Douglas H. Westbrook

3290

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

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

Office Use Only
Grievance No. Lieber 0618-04
Code: General mg
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials 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 recieve back wages due to me from working at Lieber Prison Industry Program when they only paid me .35 cents an hour and not Prevailing wage as required under South Carolina Code Ann. Sec 24-3-430 (A-7) as well as fact that from 1998-03 they denied me Prevailing Wage

ACTION REQUESTED:

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

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

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

Robert Norris 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

[signature] 10/28/04
IGC Signature Date

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

N/A
Grievant Signature Date

SCDC 10.5 (Rev. November 1997)

Ackerman 5-6-11 2927

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Oct. 28, 04
Date

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

Robert Morris 10-29-2004
Grievant Signature Date

IGC Signature 10/29/04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

3292

Inmate R. Norris, # 266101 LCI 0618-04

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

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

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

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

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

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

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

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

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

3293

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

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

Therefore, I, again, deny your grievance.

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

3294

AMENDMENT TO GRIEVANCE OF ROBERT NORRIS, #266101

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

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

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

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

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	MOTTS, JEFFERY	233867	W C161	I	7/7/03	8/8/03
MI 3	MOULDER, MICHAEL G.	299520	C B 25	1	4/22/04	6/24/04
	MOULTRIE, ERIC	232946	C B 37	1	5/31/00	6/27/00
MI 3	MOULTRIE, JOHN	276527	C A 14	1	10/29/01	6/24/04
	MULLINAX, JEFF	265296	C A 23	1	5/15/00	6/20/00
MI 3	MUNTAGIM, MATIN	142282	C B 1	1	11/30/01	6/26/03
	MURDAUGH, JOHN	276557	C B 21	1	7/30/01	8/14/01
MI 1B	MURPHY, ANTHONY	295893	C B 18	1	3/19/04	6/24/04
MI 2	MURPHY, GARY	227711	C B 63	2	12/19/01	12/11/02
MI 2	MURPHY, WILLIAM	273785	C B 25	2	6/20/02	11/13/02
MI 3	MURRAY, ANTHONY	237867	C A 16	1	6/26/03	6/24/04
	MURRAY, JAMES	165487	C B 43	1	8/10/01	7/26/02
MI 3	MYERS, R.	229315	C A 0	0		1/31/00
	NEALY, DENNIS	219981	C B 27	2	7/10/01	9/11/01
MI 3	NELSON, ANTWAN	261674	M A 0	2	1/6/00	2/3/00
MI 3	NELSON, L.	259352	C A 0	0		4/8/02
MI 2	NELSON, MICHAEL	267415	C B 9	3	9/24/03	12/22/03
MI 2	NELSON, MICHAEL	267415	C B 9	1	7/21/00	5/2/03
	NELSON, SEAN	141070	S A 32	1	2/4/02	5/17/02
	NESBITT, TERRY	237599	C B 24	1	2/23/01	4/10/01
MI 2	NEWMAN, RICHARD	245321	C A 45	1	9/9/99	10/31/02
MI 3	NEWTON, WAYMON	250888	A B 56	2	3/2/02	4/16/03
	NOBLE, WALLACE	145431	C B 20	1	11/28/99	2/22/00
	NOE, GEORGE	244005	E B 1	1	6/19/00	6/20/00
MI 3	NORRIS, ROBERT	266101	C B 60	1	6/13/00	6/26/03
	O' NEAL, RAMON	243420	C B 18	1	10/5/01	12/13/01
	O'KEEFE WILLIAM	192896	C 0	1	2/15/00	3/29/00
ME 3	O'NEAL, TRAVIS	258349	A A 33	2	9/16/02	10/4/02
ME 3	O'STEEN, JOHN	262838	A A 32	2	10/8/02	11/6/02
MI 3	OLIN, JOHN	267997	C A 24	1	6/27/03	10/29/03
	OLIVER, CARLIS	250716	C 0	1	12/20/99	5/10/00
	OLIVER, STANLEY	192110	C A 28	1	9/27/01	3/27/02
	OLSEN, NORMAN	136378	M 0	1	1/26/00	4/5/00
	OREE, KENNETH	261407	C X 0	1	10/19/99	12/29/99
MI 3	ORR, CHAUNCY	177069	C A 13	1	8/6/99	6/24/04
	OSBORNE, HARRY	180071	C A 30	1	7/10/01	12/6/01
MI 3	OWENS, ANTHONY	279893	C B 20	1	4/5/02	12/16/02
	OWENS, KEVIN	232291	M 0	0	7/20/00	6/6/01
	OWENS, STEVEN	268986	C A 30	1	11/27/00	1/3/01
MI 3	PADDOCK, STEPHEN	280103	C B 9	1	12/20/01	3/12/04
	PAIGE, RICHARD	264821	M X 0	2	9/13/00	8/29/01
	PALMER, CLIFFORD	211797	C 0	1	10/1/99	1/5/00
MI 3	PALMER, MICHAEL	279108	C B 24	1	6/14/04	6/24/04
	PALMER, MICHAEL	279108	S A 30	3	4/11/02	4/16/02
	PANNELL, JOE	89592	C B 6	1	5/17/00	6/19/02
	PARKS, MICHAEL	233957	M X 0	2	1/13/00	7/7/00

PLAINTIFF'S EXHIBIT 3296

A - 0790
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C
3297

Ackerman 5-6-11 2933

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

PLAINTIFF'S EXHIBIT C

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

IGAD-Raymond, N. J.

PLAINTIFF'S EXHIBIT F

3299

A - 1273
June 2004

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

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

3301

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

PLAINTIFF'S EXHIBIT H

3302

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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

2

7/29/07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Robert Norris
SCDC NUMBER: 266101
INSTITUTION: ~~Lieber CI~~ Lee
HOUSING UNIT: Evisto A-15
WORK ASSIGNMENT: N/A

Nov. 2, 04 PP

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

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

I Am Appealing this to the Responsible official at SCDC Headquarters. First, I disAgree with the Wardens response and believe it to be inaccurate as a matter of law and policy. Secondly, since this issue involves questions of policy and law which ARE beyond the scope of the Warden's position and authority, I respectfully Request that this Appeal be forwarded directly to the person responsible at Headquarters for answering this issue

Robert Norris 11-1-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

6-19-07
Signature Date

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

Robert Norris 6-29-07
Grievant Signature Date

C. Jones 6/29/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3305

Response to Step 2

NORRIS LCI-0618-04

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

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

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

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

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

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

3306

NORRIS LCI-0618-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3308

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Robert Norris, #266101, Appellant, vs. South Carolina Department of Corrections, Respondent.	NOTICE OF APPEAL DOCKET NO. 07-ALJ-04-_____ GRIEVANCE NO.: _____

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

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

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

Signed
7-19-07
Dated

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

3309

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

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

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

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

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

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

D. H. Westbrook
Douglas H. Westbrook

3310

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

CHAUNCYE. ORR INMATE GRIEVANCE FORM

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

Office Use Only
Grievance No. Lieber-0724-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials CC

INMATE NAME: listed on attached Exh. A *
SCDC NUMBER: 177069
INSTITUTION: Lieber
HOUSING UNIT: Cooper Unit, Room #A-13
WORK ASSIGNMENT: P.I. #2

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

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

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

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

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

ACTION TAKEN BY IGC:

See Warden's Response

L Carston 10/28/04
IGC Signature Date

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

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3311 (CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2947

WARDEN'S DECISION AND REASON:

See attachment.

Oct. 28, 04

Warden Signature Date

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

11/03/04

Grievant Signature Date

11/3/04

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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

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

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

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

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

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

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

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

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

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

3313

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

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

Therefore, I, again, deny your grievance.

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

3314

AMENDMENT TO GRIEVANCE OF CHAUNCY ORR, #177069

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

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

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

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

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

PLAINTIFF'S EXHIBIT A

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C 3317

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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



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Ackerman 5-6-11 2954

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

PLAINTIFF'S EXHIBIT

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A - 1276
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
177069	ORR	CHAUNCY	E.	20000117	0.55	7.50	4.12
177069	ORR	CHAUNCY	E.	20000117	0.50	15.00	7.50
177069	ORR	CHAUNCY	E.	20000117	0.55	2.50	1.37
177069	ORR	CHAUNCY	E.	20000131	0.50	67.18	33.59
177069	ORR	CHAUNCY	E.	20000131	0.55	7.50	4.12
177069	ORR	CHAUNCY	E.	20000214	0.50	75.00	37.50
177069	ORR	CHAUNCY	E.	20000214	0.55	21.63	11.89
177069	ORR	CHAUNCY	E.	20000214	0.80	6.50	5.20
177069	ORR	CHAUNCY	E.	20000214	0.55	5.50	3.02
177069	ORR	CHAUNCY	E.	20000228	0.50	67.50	33.75
177069	ORR	CHAUNCY	E.	20000228	0.55	23.39	12.86
177069	ORR	CHAUNCY	E.	20000228	1.05	15.00	15.75
177069	ORR	CHAUNCY	E.	20000313	0.65	75.00	48.75
177069	ORR	CHAUNCY	E.	20000313	0.55	19.97	10.98
177069	ORR	CHAUNCY	E.	20000313	0.75	6.50	4.87
177069	ORR	CHAUNCY	E.	20000327	0.65	75.00	48.75
177069	ORR	CHAUNCY	E.	20000327	0.75	19.58	14.68
177069	ORR	CHAUNCY	E.	20000327	1.00	19.00	10.00
177069	ORR	CHAUNCY	E.	20000327	1.00	7.50	7.50
177069	ORR	CHAUNCY	E.	20000410	0.65	75.00	48.75
177069	ORR	CHAUNCY	E.	20000410	0.75	26.32	19.74
177069	ORR	CHAUNCY	E.	20000410	1.00	15.00	15.00
177069	ORR	CHAUNCY	E.	20000424	0.65	75.00	48.75
177069	ORR	CHAUNCY	E.	20000424	0.75	39.87	29.90
177069	ORR	CHAUNCY	E.	20000424	0.25	12.88	3.22
177069	ORR	CHAUNCY	E.	20000508	0.65	75.00	48.75
177069	ORR	CHAUNCY	E.	20000508	0.75	38.22	28.66
177069	ORR	CHAUNCY	E.	20000508	0.25	14.40	3.60
177069	ORR	CHAUNCY	E.	20000522	0.65	67.50	43.87
177069	ORR	CHAUNCY	E.	20000522	0.75	53.98	40.48
177069	ORR	CHAUNCY	E.	20000522	0.25	21.73	5.43
177069	ORR	CHAUNCY	E.	20000605	0.65	67.50	43.87
177069	ORR	CHAUNCY	E.	20000605	0.75	40.43	30.32
177069	ORR	CHAUNCY	E.	20000605	0.25	7.13	1.78
177069	ORR	CHAUNCY	E.	20000703	0.65	60.00	39.00
177069	ORR	CHAUNCY	E.	20000703	0.75	68.33	51.24
177069	ORR	CHAUNCY	E.	20000703	0.25	31.30	7.82
177069	ORR	CHAUNCY	E.	20000717	0.50	96.90	48.45
177069	ORR	CHAUNCY	E.	20000731	0.50	210.89	105.44
177069	ORR	CHAUNCY	E.	20000814	0.50	145.92	72.96
177069	ORR	CHAUNCY	E.	20000828	0.50	206.22	103.11
177069	ORR	CHAUNCY	E.	20000911	0.50	101.30	50.65
177069	ORR	CHAUNCY	E.	20000925	0.50	220.49	110.24
177069	ORR	CHAUNCY	E.	20001009	0.50	130.67	65.33
177069	ORR	CHAUNCY	E.	20001023	0.50	236.52	118.26
177069	ORR	CHAUNCY	E.	20001106	0.50	224.75	112.37
177069	ORR	CHAUNCY	E.	20001120	0.50	153.00	76.50
177069	ORR	CHAUNCY	E.	20001204	0.50	137.39	68.69
177069	ORR	CHAUNCY	E.	20001204	0.25	6.68	1.67
177069	ORR	CHAUNCY	E.	20001218	0.50	163.35	81.67
177069	ORR	CHAUNCY	E.	20010101	0.50	97.62	48.81
177069	ORR	CHAUNCY	E.	20010115	0.50	165.55	82.77
177069	ORR	CHAUNCY	E.	20010129	0.50	159.14	79.57
177069	ORR	CHAUNCY	E.	20010212	0.50	124.92	62.46

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

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

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

PLAINTIFF'S EXHIBIT H

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

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11-8-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

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

Office Use Only
Grievance No. LEI0704-04
Code: General MW
Policy
Disc. Hear.
Class
Date Received NOV 08 2004
IGC Initials

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

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

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

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-07
Date

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

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

IGC Signature 5/22/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 2962

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

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

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ORR LCI-0724-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Chauncy Orr, #177069,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

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

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

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

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

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

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

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

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

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

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

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
CHAUNCY ORR, #177069	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

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

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

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

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

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

D. H. Westbrook
Douglas H. Westbrook

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Joe Pannell; #89592,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

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

Joe Pannell
Appellant's Name

Kershaw C.I.
Mailing Address

4848 Goldmine Hwy

Kershaw, SC 29067
City, State, Zip Code

none
Telephone Number

Signed

11-6-04
Dated

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

(See reverse side for instructions)

3333

Ackerman 5-6-11 2969

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

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

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

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

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

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

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0664-04
Code: General NM
Policy
Disc. Hear.
Class.
Date Received SEP 29 2004
IGC Initials

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

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

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

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

Frank Patterson. R Sept 23, 2004
Grievant Signature Date

ACTION TAKEN BY IGC:

See Wardens response.

L Carrington 10/28/04
IGC Signature Date

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

Grievant Signature Date

Ackerman 5-6-11 2971

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date Oct. 28, 04

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

Grievant Signature Frank Patterson Date 10-29-04

IGO Signature Date 10/29/04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Inmate O. Patterson #283098 LC1 0661-04

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

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AMENDMENT TO GRIEVANCE OF FRANK PATTERSON, #283098

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

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

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

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

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

PLAINTIFF'S EXHIBIT A

A - 0791
June 2004

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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT

3341

A.-0081
June 2004

00021

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

PLAINTIFF'S EXHIBIT C

A - 0086
June 2004

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000126

271720	PARTLOW	CEDRIC	LAMONT	20020211	0.50	85.34	42.67
271720	PARTLOW	CEDRIC	LAMONT	20020225	0.50	90.25	45.12
271720	PARTLOW	CEDRIC	LAMONT	20020311	0.50	76.42	38.21
271720	PARTLOW	CEDRIC	LAMONT	20020325	0.50	74.20	37.10
271720	PARTLOW	CEDRIC	LAMONT	20020408	0.50	40.68	20.34
271720	PARTLOW	CEDRIC	LAMONT	20020422	0.50	91.01	45.50
271720	PARTLOW	CEDRIC	LAMONT	20020506	0.50	81.71	40.85
271720	PARTLOW	CEDRIC	LAMONT	20020520	0.50	92.68	46.34
271720	PARTLOW	CEDRIC	LAMONT	20020603	0.50	92.07	46.03
271720	PARTLOW	CEDRIC	LAMONT	20020617	0.50	106.08	53.04
271720	PARTLOW	CEDRIC	LAMONT	20020701	0.50	103.40	51.70
271720	PARTLOW	CEDRIC	LAMONT	20020715	0.50	73.85	36.92
271720	PARTLOW	CEDRIC	LAMONT	20020729	0.50	80.73	40.36
271720	PARTLOW	CEDRIC	LAMONT	20020812	0.50	110.90	55.45
271720	PARTLOW	CEDRIC	LAMONT	20020826	0.50	107.18	53.59
271720	PARTLOW	CEDRIC	LAMONT	20020909	0.50	55.57	27.78
271720	PARTLOW	CEDRIC	LAMONT	20020923	0.50	109.62	54.81
271720	PARTLOW	CEDRIC	LAMONT	20021007	0.50	112.50	56.25
271720	PARTLOW	CEDRIC	LAMONT	20021021	0.50	62.65	31.32
271720	PARTLOW	CEDRIC	LAMONT	20021104	0.50	102.82	51.41
271720	PARTLOW	CEDRIC	LAMONT	20021118	0.50	73.55	36.77
271720	PARTLOW	CEDRIC	LAMONT	20021202	0.50	7.85	3.92
250058	PASCHAL	KEVIN		19991011	0.35	26.00	9.10
250058	PASCHAL	KEVIN		19991025	0.35	42.00	14.70
283098	PATTERSON	FRANK		20020812	0.50	13.46	6.73
261315	PATTERSON	MARK	C.	20000131	0.50	67.50	33.75
261315	PATTERSON	MARK	C.	20000214	0.50	74.45	37.22
261315	PATTERSON	MARK	C.	20000228	0.50	59.95	29.97
261315	PATTERSON	MARK	C.	20000228	0.35	16.00	5.60
261315	PATTERSON	MARK	C.	20000313	0.50	67.50	33.75
261315	PATTERSON	MARK	C.	20000313	0.35	18.00	6.30
261315	PATTERSON	MARK	C.	20000327	0.35	45.00	15.75
261315	PATTERSON	MARK	C.	20000327	0.35	12.00	4.20
261315	PATTERSON	MARK	C.	20000410	0.50	67.50	33.75
261315	PATTERSON	MARK	C.	20000410	0.35	18.00	6.30
261315	PATTERSON	MARK	C.	20000424	0.35	52.50	18.37
261315	PATTERSON	MARK	C.	20000424	0.35	14.00	4.90
261315	PATTERSON	MARK	C.	20000508	0.50	66.37	33.18
261315	PATTERSON	MARK	C.	20000508	0.35	18.00	6.30
261315	PATTERSON	MARK	C.	20000522	0.50	60.00	30.00
261315	PATTERSON	MARK	C.	20000522	0.35	14.00	4.90
261315	PATTERSON	MARK	C.	20000605	0.35	42.79	14.97
261315	PATTERSON	MARK	C.	20000619	0.70	10.00	7.00
261315	PATTERSON	MARK	C.	20000619	0.50	75.00	37.50
261315	PATTERSON	MARK	C.	20000703	0.50	58.00	29.00
261315	PATTERSON	MARK	C.	20000703	0.35	16.00	5.60
261315	PATTERSON	MARK	C.	20000717	0.50	17.50	8.75
264204	PAULEY	WILLIAM	SIDNEY	20000410	0.35	18.57	6.49
237727	PEREZ	JOSE		20021007	0.50	15.75	7.87
237727	PEREZ	JOSE		20021021	0.50	52.50	26.25
237727	PEREZ	JOSE		20021104	0.50	52.50	26.25
237727	PEREZ	JOSE		20021118	0.50	58.25	29.12
237727	PEREZ	JOSE		20021202	0.50	65.47	32.73
237727	PEREZ	JOSE		20021216	0.50	76.65	38.32

PLAINTIFF'S EXHIBIT 3343

A - 1285
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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



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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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

INMATE NAME: FRANK Patterson A.
SCDC NUMBER: 283098 Nov. 1, 04
INSTITUTION: Lieber Corr. Inst
HOUSING UNIT: WANDO A112
WORK ASSIGNMENT: Dorm worker

RECEIVED
MAY 29 2007
NOV 05 2004
INMATE GRIEVANCE

Office Use Only
Grievance No. LCI 0161-04
Code: General RLY
Policy
Disc. Hear.
Class.
Date Received NOV 01 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specifically dissatisfaction)

I feel that the warden's statement is incorrect, I base my appeal on the prevailing wage statute of South Carolina code ANN. Sec. 24-3-430 (A-F) which is the basis of my Grievance, as I've stated in my step (1) Grievance. I feel I am entitled to back wages, over time rate of pay under this law for working at Prison Industry SCDC/William. tech program, not the current pay they are receiving from William's tech. I'm now asking to be paid back wages, overtime pay, prevailing wages under South Carolina code ANN. Sec. 24-3-430 (A-F).

Frank Patterson A. 11/1/04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

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

07 F P

F Patterson 5,22,07 — Q Ramdani 5/22/07
Grievant Signature Date — IGC Signature Date

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(SEE REVERSE SIDE FOR INSTRUCTIONS)

Ackerman 5-6-11 2983

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

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

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PATTERSON LCI-0661-04

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

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on July 29, 2002 and that your participation in this project ended on August 1, 2002.

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

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

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

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

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

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PATTERSON LCI-0661-04

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

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

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

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

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

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

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

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

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

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PATTERSON I.CI-0661-04

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

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

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

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

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Frank Patterson, #283098

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

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

Frank Patterson
Appellant's Name

Lieber C.I.
Mailing Address

P.O. Box 205

Ridgeville, Sc 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-05
Dated

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

(See reverse side for instructions)

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Ackerman 5-6-11 2988

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
FRANK PATTERSON, #283098	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	
	)	
	)	

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

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

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

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

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

Douglas H. Westbrook

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AMENDMENT TO GRIEVANCE OF JOSE PEREZ, #237727

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1018.12 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1285-1286; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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Tony P.

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Tony Pitts
SCDC NUMBER: 280579
INSTITUTION: Lieber
HOUSING UNIT: Cooper B-33
WORK ASSIGNMENT: P.I.

Office Use Only
Grievance No. Lieber 0004-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 23 2004
IGC Initials LC

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

The Department is ASKED to Review and Determine whether I am entitled to recieve Back wages, which are due to me, from working at Lieber Prison Industries Program when they only paid me .35¢ an hour and not Prevailing Wage as under South Carolina Code Ann. Sec. 24-3-430 {A-7} as well as the fact they were getting $4.00 an hour and still did not give me my money from 1998-2003. They Denied me Prevailing Wage.

ACTION REQUESTED: That all money due to me be paid at Prevailing Wage as well as overtime Rate, MOREOVER, the Prevailing Wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit was filed, ordered to file a grievance by Court under Wicker V. SCDC and Adkins V. SCDC.

Grievant Signature 9/23/04 Date

ACTION TAKEN BY IGC:

See Warden's Response.

IGC Signature 10/28/04 Date

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

Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3355

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 2991

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature — Date: Oct. 28, 04

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

Grievant Signature — Date: 11 3 04

IGC Signature — Date: 11/3/04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Tony A. Pitts
SCDC NUMBER: #280579
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-33
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. _____
Code: General ✓
Policy _____
Disc. Hear. _____
Class. _____
Date Received SEP 22 2004
IGC Initials IC

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.

Tony A Pitts 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

Deny LCI 0664-04. See Warden's response.

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3357

Grievant Signature Date

Ackerman 5-6-11 2993

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Date

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

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

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

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 280579

INSTITUTION: Lieber

HOUSING UNIT: Cooper B-33

WORK ASSIGNMENT: PI II

Office Use Only

Grievance No. _____

Code: General _____

Policy _____

Disc. Hear. _____

Class. _____

Date Received SEP 30 2004

IGC Initials _____

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

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

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

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

Tony A Pitts 9/27/04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Grievant response.

IGC Signature Date

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

☐ I do not accept the action taken and wish to appeal. 3359

Grievant Signature Date

Ackerman 5-6-11 2995

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Date

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

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

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

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Inmate D. Ratto, #280579 CC10664/04

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

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

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

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

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

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

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

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

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

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

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

Therefore, I, again, deny your grievance.

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

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AMENDMENT TO GRIEVANCE OF TONY PITTS, #280579

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4973.09 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1288-1289; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

Ackerman 5-6-11 2999

AMENDMENT TO GRIEVANCE OF TONY PITTS, #280579

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4973.09 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) 05/21/07 (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1288-1289; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	PARKS, RICKY	269069	C A 32	1	10/16/00	9/7/01
MB 3	PARRIS, ROBERT	267328	A A 31	2	10/8/02	12/3/02
MI 2	PARTLOW, CEDRIC	271720	C B 50	2	9/27/01	11/18/02
MI 3	PASCHAZ, K	250058	C A 0	0		10/25/99
	PATTERSON, FRANK	283098	A A 25	1	7/29/02	8/1/02
	PATTERSON, MARK	261315	M X 0	2	1/4/00	7/7/00
	PAULEY, WILLIAM	264204	C 0	1	3/21/00	4/10/00
MI 3	PAULSEN, PETER	215178	S A 32	2	9/19/02	10/2/02
MI 3	PAYTON, JESSE	298449	W A 111	3		3/17/04
MI 3	PENDYGRAFF, RAYMOND	288567	A B 16	1	6/26/03	6/26/03
MI 3	PEREZ, JOSE	237727	C A 56	1	10/1/02	5/2/03
	PERRY, DERRICK	256662	C B 40	1	2/15/00	11/16/00
	PERRY, LEONARD	226361	C B 61	1	4/10/00	7/24/00
MI 3	PETERSON, TONY	179722	E A 27	1	1/30/03	1/31/03
	PHOENIX, MARIO	278599	E B 15	1	10/26/01	12/11/01
MI 3	PIEDEA, OLANDO	289186	C B 55	1	7/2/03	1/28/04
MI 3	PIKE, JOHNNY	290281	E B 32	1	6/26/03	6/30/03
	PINKNEY, REGGIE	259522	M X 0	2	2/8/00	8/24/00
	PINO, NORMAN	276950	S A 17	2	8/30/01	8/31/01
MI 2	PITCHERS, RAYMOND	187672	C B 26	1	7/2/00	5/19/03
MI 2	PITTS, TONY	280579	C B 33	1	3/27/02	6/24/04
	PLANTER, CHRISTOPHER	259956	C A 30	1	11/10/99	8/30/00
	PLATT, BRADFORD	252308	M X 0	0	1/6/00	12/10/01
	PLOUGH, STEVEN	253961	C A 4	1	5/22/00	4/10/01
MI 3	POE, JOHN	261554	C B 30	1	6/26/03	9/29/03
	POLLINS, HORACE	251481	C B 31	1	5/6/02	7/31/02
	POOLER, CHARLES	258432	C A 1	1	12/5/00	8/5/02
	PORCHER, RICHARD	266823	C X 0	1	12/5/00	12/29/99
	PORTERFIELD, BRIAN	257684	C A 29	1	8/11/99	12/29/99
	POSTON, JESSIE	254617	C 0	1	3/29/00	4/1/00
MI 3	POSTON, KEVIN	266083	S A 18	1	9/17/02	12/8/03
	PRESSIE, FREDERICK	269117	A B 37	1	10/16/00	1/8/01
	PRESSLEY, RODNEY	177947	C 0	1	11/4/99	1/4/00
	PRINGLE, ALJEROLD	235587	E A 23	1	7/27/01	9/14/01
MI 3	PRINGLE, GERMAINE	250390	C B 44	1	4/11/02	6/24/04
MI 3	PRIOLEAU, FRANCIS	268813	C B 55	1	4/2/01	6/24/04
	PRIOLEAU, MARION	234954	E A 28	1	12/5/00	1/16/01
	PRITCHARD, ALLEN	219121	A B 51	1	5/16/00	5/31/00
	PRITCHETT, THOMAS	260687	S B 60	1	10/29/01	1/22/02
	PROCHER, RICHARD	266823	C B 20	1	12/5/00	11/5/01
	PUGH, COREY	271993	A B 29	2	9/27/01	10/18/01
	QUEEN, JIMMY	235276	C A 46	1	2/8/00	10/25/00
MI 2	QUINONES, ROBERTO	285418	C A 15	1	11/10/03	12/3/03
MI 2	QUINONES, ROBERTO	285418	C A 24	1	8/7/02	5/2/03
	RAFSANJONI, KHALIL	189566	S B 16	1	6/24/02	7/12/02
	RAHEEM, AQUIL	231826	C B 1	0	6/2/00	5/26/00

PLAINTIFF'S EXHIBIT 3365

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 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 /est. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

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

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

3.3 Mutual Duties of the Parties:

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

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

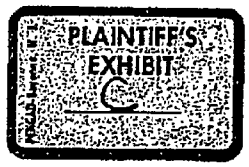
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
187672	PITCHERS	RAYMOND	E.	20011203	0.50	107.29	53.64
187672	PITCHERS	RAYMOND	E.	20011217	0.50	116.70	58.35
187672	PITCHERS	RAYMOND	E.	20011231	0.50	55.90	27.95
187672	PITCHERS	RAYMOND	E.	20020114	0.50	99.75	49.87
187672	PITCHERS	RAYMOND	E.	20020128	0.50	156.65	78.32
187672	PITCHERS	RAYMOND	E.	20020211	0.50	191.64	95.82
187672	PITCHERS	RAYMOND	E.	20020225	0.50	216.08	108.04
187672	PITCHERS	RAYMOND	E.	20020311	0.50	152.44	76.22
187672	PITCHERS	RAYMOND	E.	20020325	0.50	142.50	71.25
187672	PITCHERS	RAYMOND	E.	20020408	0.50	124.58	62.29
187672	PITCHERS	RAYMOND	E.	20020422	0.50	48.66	24.33
187672	PITCHERS	RAYMOND	E.	20020506	0.50	78.62	39.31
187672	PITCHERS	RAYMOND	E.	20020520	0.50	29.34	14.67
187672	PITCHERS	RAYMOND	E.	20020603	0.50	129.51	64.75
187672	PITCHERS	RAYMOND	E.	20020617	0.50	120.96	60.48
187672	PITCHERS	RAYMOND	E.	20020701	0.50	121.24	60.62
187672	PITCHERS	RAYMOND	E.	20020715	0.50	84.99	42.49
187672	PITCHERS	RAYMOND	E.	20020729	0.50	119.39	59.69
187672	PITCHERS	RAYMOND	E.	20020812	0.50	129.47	64.73
187672	PITCHERS	RAYMOND	E.	20020826	0.50	129.78	64.89
187672	PITCHERS	RAYMOND	E.	20020909	0.50	117.22	58.61
187672	PITCHERS	RAYMOND	E.	20020923	0.50	115.51	57.75
187672	PITCHERS	RAYMOND	E.	20021007	0.50	189.84	94.92
187672	PITCHERS	RAYMOND	E.	20021021	0.50	155.26	77.63
187672	PITCHERS	RAYMOND	E.	20021104	0.50	134.78	67.39
187672	PITCHERS	RAYMOND	E.	20021118	0.50	145.63	72.81
187672	PITCHERS	RAYMOND	E.	20021202	0.50	105.34	52.67
187672	PITCHERS	RAYMOND	E.	20021216	0.50	125.69	62.84
187672	PITCHERS	RAYMOND	E.	20021230	0.50	67.59	33.79
187672	PITCHERS	RAYMOND	E.	20030113	0.50	60.89	30.44
187672	PITCHERS	RAYMOND	E.	20030127	0.50	102.37	51.18
187672	PITCHERS	RAYMOND	E.	20030210	0.50	81.47	40.73
187672	PITCHERS	RAYMOND	E.	20030224	0.50	124.60	62.30
187672	PITCHERS	RAYMOND	E.	20030310	0.50	97.52	48.76
187672	PITCHERS	RAYMOND	E.	20030324	0.50	85.81	42.90
187672	PITCHERS	RAYMOND	E.	20030407	0.50	66.82	33.41
280579	PITTS	TONY	ANTHONY	20020408	0.50	31.33	15.66
280579	PITTS	TONY	ANTHONY	20020422	0.50	52.50	26.25
280579	PITTS	TONY	ANTHONY	20020506	0.50	64.31	32.15
280579	PITTS	TONY	ANTHONY	20020520	0.50	55.24	27.62
280579	PITTS	TONY	ANTHONY	20020603	0.50	66.00	33.00
280579	PITTS	TONY	ANTHONY	20020617	0.50	75.00	37.50
280579	PITTS	TONY	ANTHONY	20020701	0.50	75.00	37.50
280579	PITTS	TONY	ANTHONY	20020715	0.50	62.40	31.20
280579	PITTS	TONY	ANTHONY	20020729	0.50	68.76	34.38
280579	PITTS	TONY	ANTHONY	20020812	0.50	63.02	31.51
280579	PITTS	TONY	ANTHONY	20020826	0.50	76.90	38.45
280579	PITTS	TONY	ANTHONY	20020909	0.50	68.98	34.49
280579	PITTS	TONY	ANTHONY	20020923	0.50	87.68	43.84
280579	PITTS	TONY	ANTHONY	20021007	0.50	92.61	46.30
280579	PITTS	TONY	ANTHONY	20021021	0.50	107.97	53.98
280579	PITTS	TONY	ANTHONY	20021104	0.50	81.75	40.87
280579	PITTS	TONY	ANTHONY	20021118	0.50	76.81	38.40
280579	PITTS	TONY	ANTHONY	20021202	0.50	77.60	38.80

PLAINTIFF'S EXHIBIT E 3368

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
280579	PITTS	TONY	ANTHONY	20021216	0.50	70.65	35.32
280579	PITTS	TONY	ANTHONY	20021230	0.50	39.80	19.90
280579	PITTS	TONY	ANTHONY	20030113	0.50	47.13	23.56
280579	PITTS	TONY	ANTHONY	20030127	0.50	64.46	32.23
280579	PITTS	TONY	ANTHONY	20030210	0.50	71.88	35.94
280579	PITTS	TONY	ANTHONY	20030224	0.50	63.10	31.55
280579	PITTS	TONY	ANTHONY	20030310	0.50	68.37	34.18
280579	PITTS	TONY	ANTHONY	20030324	0.50	75.62	37.81
280579	PITTS	TONY	ANTHONY	20030407	0.50	117.87	58.93
280579	PITTS	TONY	ANTHONY	20030421	0.50	73.68	36.84
280579	PITTS	TONY	ANTHONY	20030505	0.50	64.79	32.39
280579	PITTS	TONY	ANTHONY	20030519	0.50	128.27	64.13
280579	PITTS	TONY	ANTHONY	20030602	0.50	100.89	50.44
280579	PITTS	TONY	ANTHONY	20030616	0.50	122.55	61.27
280579	PITTS	TONY	ANTHONY	20030630	0.50	91.77	45.88
280579	PITTS	TONY	ANTHONY	20030714	0.50	123.69	61.84
280579	PITTS	TONY	ANTHONY	20030728	0.50	96.86	48.43
280579	PITTS	TONY	ANTHONY	20030811	0.50	105.11	52.55
280579	PITTS	TONY	ANTHONY	20030825	0.50	107.88	53.94
280579	PITTS	TONY	ANTHONY	20030908	0.50	90.21	45.10
280579	PITTS	TONY	ANTHONY	20030922	0.50	109.59	54.79
280579	PITTS	TONY	ANTHONY	20031006	0.50	92.00	46.00
280579	PITTS	TONY	ANTHONY	20031020	0.50	86.77	43.38
280579	PITTS	TONY	ANTHONY	20031103	0.50	82.71	41.35
280579	PITTS	TONY	ANTHONY	20031117	0.50	87.29	43.64
280579	PITTS	TONY	ANTHONY	20031201	0.50	68.50	34.25
280579	PITTS	TONY	ANTHONY	20031215	0.50	106.63	53.31
280579	PITTS	TONY	ANTHONY	20031229	0.50	99.11	49.55
280579	PITTS	TONY	ANTHONY	20040112	0.50	56.75	28.37
280579	PITTS	TONY	ANTHONY	20040126	0.50	113.85	56.92
280579	PITTS	TONY	ANTHONY	20040209	0.50	115.58	57.79
280579	PITTS	TONY	ANTHONY	20040223	0.50	136.11	68.05
280579	PITTS	TONY	ANTHONY	20040308	0.50	122.51	61.25
280579	PITTS	TONY	ANTHONY	20040322	0.50	124.49	62.24
280579	PITTS	TONY	ANTHONY	20040405	0.50	114.29	57.14
280579	PITTS	TONY	ANTHONY	20040419	0.50	109.46	54.73
280579	PITTS	TONY	ANTHONY	20040503	0.50	118.96	59.48
280579	PITTS	TONY	ANTHONY	20040517	0.50	128.55	64.27
280579	PITTS	TONY	ANTHONY	20040531	0.50	91.50	45.75
259956	PLANTER	CHRISTOPHE	D.	19991206	0.35	55.77	19.51
259956	PLANTER	CHRISTOPHE	D.	19991206	0.55	5.00	2.75
259956	PLANTER	CHRISTOPHE	D.	19991220	2.50	2.00	5.00
259956	PLANTER	CHRISTOPHE	D.	19991220	0.35	69.35	24.27
259956	PLANTER	CHRISTOPHE	D.	19991220	0.55	7.75	4.26
259956	PLANTER	CHRISTOPHE	D.	20000103	0.35	35.02	12.25
259956	PLANTER	CHRISTOPHE	D.	20000103	0.55	2.03	1.11
259956	PLANTER	CHRISTOPHE	D.	20000117	0.50	73.08	36.54
259956	PLANTER	CHRISTOPHE	D.	20000131	0.50	60.63	30.31
259956	PLANTER	CHRISTOPHE	D.	20000214	0.35	57.85	20.24
259956	PLANTER	CHRISTOPHE	D.	20000228	0.50	67.32	33.66
259956	PLANTER	CHRISTOPHE	D.	20000228	1.05	15.00	15.75
259956	PLANTER	CHRISTOPHE	D.	20000313	0.35	56.63	19.82
259956	PLANTER	CHRISTOPHE	D.	20000327	0.50	75.00	37.50
259956	PLANTER	CHRISTOPHE	D.	20000327	0.55	3.60	1.98

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers—Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-8-04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Pitts, Tony A.
SCDC NUMBER: #280579 NOV 0 8 2004
INSTITUTION: ~~Gilliam Corr.Inst.~~ RCI PP
HOUSING UNIT: ~~Cooper E-35~~ CB-13
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. RCI 0664-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 0 8 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Nicker do require payment of prevailing wages. Grievants were employed by NTI and SCDC was NTI's "agent" in paying our wages. Adkins and Nicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Tony A. Pitts 11-04-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

3-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Tony A. Pitts 5/18/07
Grievant Signature Date

M. E. Mentzer 5/18/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 3009

PITTS LCI-0664-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on March 27, 2002 and that your participation in this project ended on July 28, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Tony Pitts, #280579,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04- -
GRIEVANCE NO.:

Notice is hereby given that Tony Pitts does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Tony Pitts
Appellant's Name

Ridgeland C.I.
P.O. Box 2039
Mailing Address

Ridgeland, SC 29936
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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Ackerman 5-6-11 3013

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
TONY PITTS, #280579	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Kevin Poston INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 266083

INSTITUTION: Lieber CF Evans

HOUSING UNIT: Cooper A-15

WORK ASSIGNMENT: PI 1

Office Use Only

Grievance No. Lieber 0754-04

Code: General 014

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and emplo ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs ~~and attorney fees.~~

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Kevin Poston 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal.

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Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 3015

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

5/16/07
Grievant Signature Date

5.15.07
~~IGC~~ Signature Date

IGA
Served by: M.S Ackerman-Miller 5/16/07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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S/M K. Boston, #266083 LC10754-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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POSTON LCI-0754-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 27, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 17, 2002 and that you ended your participation in this project on December 8, 2003.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

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AMENDMENT TO GRIEVANCE OF KEVIN POSTON, #266083

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 902.12 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1293-1294; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	PARKS, RICKY	269069	C A 32	1	10/16/00	9/7/01
MB 3	PARRIS, ROBERT	267328	A A 31	2	10/8/02	12/3/02
MI 2	PARTLOW, CEDRIC	271720	C B 50	2	9/27/01	11/18/02
MI 3	PASCHAZ, K	250058	C A 0	0		10/25/99
	PATTERSON, FRANK	283098	A A 25	1	7/29/02	8/1/02
	PATTERSON, MARK	261315	M X 0	2	1/4/00	7/7/00
	PAULEY, WILLIAM	264204	C 0	1	3/21/00	4/10/00
MI 3	PAULSEN, PETER	215178	S A 32	2	9/19/02	10/2/02
MI 3	PAYTON, JESSE	298449	WA111	3		3/17/04
MI 3	PENDYGRAFF, RAYMOND	288567	A B 16	1	6/26/03	6/26/03
MI 3	PEREZ, JOSE	237727	C A 56	1	10/1/02	5/2/03
	PERRY, DERRICK	256662	C B 40	1	2/15/00	11/16/00
	PERRY, LEONARD	226361	C B 61	1	4/10/00	7/24/00
MI 3	PETERSON, TONY	179722	E A 27	1	1/30/03	1/31/03
	PHOENIX, MARIO	278599	E B 15	1	10/26/01	12/11/01
MI 3	PIEDEA, OLANDO	289186	C B 55	1	7/2/03	1/28/04
MI 3	PIKE, JOHNNY	290281	E B 32	1	6/26/03	6/30/03
	PINKNEY, REGGIE	259522	M X 0	2	2/8/00	8/24/00
	PINO, NORMAN	276950	S A 17	2	8/30/01	8/31/01
MI 2	PITCHERS, RAYMOND	187672	C B 26	1	7/2/00	5/19/03
MI 2	PITTS, TONY	280579	C B 33	1	3/27/02	6/24/04
	PLANTER, CHRISTOPHER	259956	C A 30	1	11/10/99	8/30/00
	PLATT, BRADFORD	252308	M X 0	0	1/6/00	12/10/01
	PLOUGH, STEVEN	253961	C A 4	1	5/22/00	4/10/01
MI 3	POE, JOHN	261554	C B 30	1	6/26/03	9/29/03
	POLLINS, HORACE	251481	C B 31	1	5/6/02	7/31/02
	POOLER, CHARLES	258432	C A 1	1	12/5/00	8/5/02
	PORCHER, RICHARD	266823	C X 0	1	12/5/00	12/29/99
	PORTERFIELD, BRIAN	257684	C A 29	1	8/11/99	12/29/99
	POSTON, JESSIE	254617	C 0	1	3/29/00	4/1/00
MI 3	POSTON, KEVIN	266083	S A 18	1	9/17/02	12/8/03
	PRESSIE, FREDERICK	269117	A B 37	1	10/16/00	1/8/01
	PRESSLEY, RODNEY	177947	C 0	1	11/4/99	1/4/00
	PRINGLE, ALJEROLD	235587	E A 23	1	7/27/01	9/14/01
MI 3	PRINGLE, GERMAINE	250390	C B 44	1	4/11/02	6/24/04
MI 3	PRIOLEAU, FRANCIS	268813	C B 55	1	4/2/01	6/24/04
	PRIOLEAU, MARION	234954	E A 28	1	12/5/00	1/16/01
	PRITCHARD, ALLEN	219121	A B 51	1	5/16/00	5/31/00
	PRITCHETT, THOMAS	260687	S B 60	1	10/29/01	1/22/02
	PROCHER, RICHARD	266823	C B 20	1	12/5/00	11/5/01
	PUGH, COREY	271993	A B 29	2	9/27/01	10/18/01
	QUEEN, JIMMY	235276	C A 46	1	2/8/00	10/25/00
MI 2	QUINONES, ROBERTO	285418	C A 15	1	11/10/03	12/3/03
MI 2	QUINONES, ROBERTO	285418	C A 24	1	8/7/02	5/2/03
	RAFSANJONI, KHALIL	189566	S B 16	1	6/24/02	7/12/02
	RAHEEM, AQUIL	231826	C B 1	0	6/2/00	5/26/00

PLAINTIFF'S EXHIBIT A

A - 0791
June 2004

3388

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT 3389

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

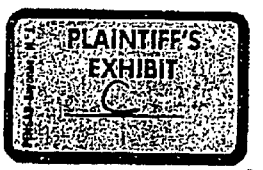
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



Ackerman 5-6-11 3026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
258432	POOLER	CHARLES		20020812	0.50	60.49	30.24
266823	PORCHER	RICHARD		20010423	0.50	72.60	36.30
266823	PORCHER	RICHARD		20010507	0.50	68.57	34.28
266823	PORCHER	RICHARD		20010521	0.50	37.73	18.86
266823	PORCHER	RICHARD		20010604	0.50	34.17	17.08
266823	PORCHER	RICHARD		20010618	0.50	72.45	36.22
266823	PORCHER	RICHARD		20010702	0.50	89.31	44.65
266823	PORCHER	RICHARD		20010716	0.50	26.50	13.25
266823	PORCHER	RICHARD		20010910	0.50	57.58	28.79
266823	PORCHER	RICHARD		20010924	0.50	102.51	51.25
266823	PORCHER	RICHARD		20011008	0.50	113.82	56.91
266823	PORCHER	RICHARD		20011022	0.50	103.35	51.67
266823	PORCHER	RICHARD		20011105	0.50	17.26	8.63
257684	PORTERFIELD	BRIAN	D.	19990830	0.35	78.50	27.47
257684	PORTERFIELD	BRIAN	D.	19990830	0.55	4.50	2.47
257684	PORTERFIELD	BRIAN	D.	19990913	0.35	72.00	25.20
257684	PORTERFIELD	BRIAN	D.	19990913	0.55	21.00	11.55
257684	PORTERFIELD	BRIAN	D.	19990927	0.35	55.00	19.25
257684	PORTERFIELD	BRIAN	D.	19990927	0.55	12.75	7.01
257684	PORTERFIELD	BRIAN	D.	19991011	0.50	67.50	33.75
257684	PORTERFIELD	BRIAN	D.	19991011	0.55	23.75	13.06
257684	PORTERFIELD	BRIAN	D.	19991025	0.50	65.75	32.87
257684	PORTERFIELD	BRIAN	D.	19991108	0.50	74.00	37.00
257684	PORTERFIELD	BRIAN	D.	19991122	0.50	66.00	33.00
257684	PORTERFIELD	BRIAN	D.	19991206	0.50	46.25	23.12
257684	PORTERFIELD	BRIAN	D.	19991220	2.50	2.00	5.00
257684	PORTERFIELD	BRIAN	D.	19991220	0.50	74.85	37.42
257684	PORTERFIELD	BRIAN	D.	19991220	0.55	1.50	0.82
257684	PORTERFIELD	BRIAN	D.	20000103	0.50	37.12	18.56
257684	PORTERFIELD	BRIAN	D.	20000103	0.55	4.17	2.29
257684	PORTERFIELD	BRIAN	D.	20000117	0.35	51.75	18.11
257684	PORTERFIELD	BRIAN	D.	20000117	0.55	2.07	1.13
257684	PORTERFIELD	BRIAN	D.	20000131	0.35	51.48	18.01
257684	PORTERFIELD	BRIAN	D.	20000131	0.15	51.75	7.76
257684	PORTERFIELD	BRIAN	D.	20000214	0.55	5.50	3.02
254617	POSTON	JESSIE	MATTHEW	20000117	0.35	73.10	25.58
254617	POSTON	JESSIE	MATTHEW	20000117	0.55	7.50	4.12
254617	POSTON	JESSIE	MATTHEW	20000131	0.35	49.82	17.43
254617	POSTON	JESSIE	MATTHEW	20000214	0.35	71.98	25.19
254617	POSTON	JESSIE	MATTHEW	20000228	0.50	67.50	33.75
254617	POSTON	JESSIE	MATTHEW	20000228	1.05	15.00	15.75
254617	POSTON	JESSIE	MATTHEW	20000313	0.50	66.48	33.24
254617	POSTON	JESSIE	MATTHEW	20000327	0.50	75.00	37.50
254617	POSTON	JESSIE	MATTHEW	20000327	0.55	1.62	0.89
254617	POSTON	JESSIE	MATTHEW	20000410	0.35	34.33	12.01
266083	POSTON	KEVIN	DOUGLAS	20021007	0.50	50.03	25.01
266083	POSTON	KEVIN	DOUGLAS	20021021	0.50	42.00	21.00
266083	POSTON	KEVIN	DOUGLAS	20021104	0.50	50.79	25.39
266083	POSTON	KEVIN	DOUGLAS	20021118	0.50	70.38	35.19
266083	POSTON	KEVIN	DOUGLAS	20021202	0.50	64.17	32.08
266083	POSTON	KEVIN	DOUGLAS	20021216	0.50	58.17	29.08
266083	POSTON	KEVIN	DOUGLAS	20021230	0.50	37.50	18.75
266083	POSTON	KEVIN	DOUGLAS	20030113	0.50	55.96	27.98
266083	POSTON	KEVIN	DOUGLAS	20030127	0.50	71.46	35.73

PLAINTIFF'S EXHIBIT E 3351

A - 1293
June 2004

Ackerman 5-6-11 3027

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
266083	POSTON	KEVIN	DOUGLAS	20030210	0.50	77.14	38.57
266083	POSTON	KEVIN	DOUGLAS	20030224	0.50	43.14	21.57
266083	POSTON	KEVIN	DOUGLAS	20030310	0.50	78.74	39.37
266083	POSTON	KEVIN	DOUGLAS	20030324	0.50	95.85	47.92
266083	POSTON	KEVIN	DOUGLAS	20030407	0.50	67.50	33.75
266083	POSTON	KEVIN	DOUGLAS	20031229	0.50	17.50	8.75
266083	POSTON	KEVIN	DOUGLAS	20031229	0.50	21.79	10.89
269117	PRESSIE	FREDERICK	T.	20001023	0.50	16.73	8.36
269117	PRESSIE	FREDERICK	T.	20001106	0.50	44.06	22.03
269117	PRESSIE	FREDERICK	T.	20001120	0.50	14.99	7.49
269117	PRESSIE	FREDERICK	T.	20001204	0.50	25.39	12.69
269117	PRESSIE	FREDERICK	T.	20001218	0.50	27.69	13.84
177947	PRESSLEY	RODNEY	J.	19991122	0.35	67.50	23.62
177947	PRESSLEY	RODNEY	J.	19991122	0.55	7.50	4.12
177947	PRESSLEY	RODNEY	J.	19991122	0.35	15.00	5.25
177947	PRESSLEY	RODNEY	J.	19991206	0.35	48.80	17.08
177947	PRESSLEY	RODNEY	J.	19991220	2.50	2.00	5.00
177947	PRESSLEY	RODNEY	J.	19991220	0.35	67.37	23.57
177947	PRESSLEY	RODNEY	J.	20000103	0.50	37.37	18.68
177947	PRESSLEY	RODNEY	J.	20000117	0.50	15.00	7.50
235587	PRINGLE	AL	JEROLD	20010827	0.50	22.90	11.45
235587	PRINGLE	AL	JEROLD	20010910	0.50	45.24	22.62
235587	PRINGLE	AL	JEROLD	20010924	0.50	18.97	9.48
250390	PRINGLE	GERMAINE		20020422	0.50	30.10	15.05
250390	PRINGLE	GERMAINE		20020506	0.50	50.62	25.31
250390	PRINGLE	GERMAINE		20020520	0.50	47.25	23.62
250390	PRINGLE	GERMAINE		20020603	0.50	47.25	23.62
250390	PRINGLE	GERMAINE		20020617	0.50	67.13	33.56
250390	PRINGLE	GERMAINE		20020701	0.50	75.00	37.50
250390	PRINGLE	GERMAINE		20020715	0.50	54.27	27.13
250390	PRINGLE	GERMAINE		20020729	0.50	88.20	44.10
250390	PRINGLE	GERMAINE		20020812	0.50	95.23	47.61
250390	PRINGLE	GERMAINE		20020826	0.50	100.76	50.38
250390	PRINGLE	GERMAINE		20020909	0.50	80.25	40.12
250390	PRINGLE	GERMAINE		20020923	0.50	88.10	44.05
250390	PRINGLE	GERMAINE		20021007	0.50	114.99	57.49
250390	PRINGLE	GERMAINE		20021021	0.50	96.71	48.35
250390	PRINGLE	GERMAINE		20021104	0.50	77.78	38.89
250390	PRINGLE	GERMAINE		20021118	0.50	98.21	49.10
250390	PRINGLE	GERMAINE		20021202	0.50	94.21	47.10
250390	PRINGLE	GERMAINE		20021216	0.50	85.38	42.69
250390	PRINGLE	GERMAINE		20021230	0.50	39.87	19.93
250390	PRINGLE	GERMAINE		20030113	0.50	69.18	34.59
250390	PRINGLE	GERMAINE		20030127	0.50	61.88	30.94
250390	PRINGLE	GERMAINE		20030210	0.50	67.83	33.91
250390	PRINGLE	GERMAINE		20030224	0.50	67.51	33.75
250390	PRINGLE	GERMAINE		20030310	0.50	56.22	28.11
250390	PRINGLE	GERMAINE		20030324	0.50	69.45	34.72
250390	PRINGLE	GERMAINE		20030407	0.50	37.91	18.95
250390	PRINGLE	GERMAINE		20030714	0.50	127.28	63.64
250390	PRINGLE	GERMAINE		20030728	0.50	104.81	52.40
250390	PRINGLE	GERMAINE		20030811	0.50	76.59	38.29
250390	PRINGLE	GERMAINE		20030825	0.50	116.20	58.10
250390	PRINGLE	GERMAINE		20030908	0.50	75.28	37.64

PLAINTIFF'S EXHIBIT F

3352

A - 1294
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average-wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3393



RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor; Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*; Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3395

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. Lieber 075404
Code: General
Policy
Disc. Hear
Class.
Date Received 5-20-07
IGC Initials EBM
Rcd 7-27-07 am
✔ IGA - ABH 7-13-07

INMATE NAME: Kevin Poston
SCDC NUMBER: 266083
INSTITUTION: Evans CI
HOUSING UNIT: F-1-A-281
WORK ASSIGNMENT: PI

RECEIVED
MAY 23 2007
INMATE GRIEVANCE

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that §24-3-430's wage provisions were "mandatory", and created a "statutory right to the payment of a prevailing wage". These cases further held that inmates can grieve SCDC's failure to pay prevailing wages under §24-3-430, with review by the ALJ.

SCDC owes Grievant back wages, because it failed to pay prevailing wages prior to July 1, 2001, and $4/hour thereafter. And what it did pay was but a fraction of these amounts. Thus, the wage rate SCDC paid was not correct, and back wages are owed.

Grievant incorporates by reference Exhibits A-H attached to grievances filed by Darrell Williams and counsel on September 22, 2004.

Kevin Poston 5.18.07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

8-1-07 HS Redfearn-Miller 8-1-07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3396

Ackerman 5-6-11 3032

POSTON LCI-0754-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 18, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 17, 2002 and that your participation in this project ended on December 8, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.
Moreover, you filed your Step 1 grievance over two (2) years after SCDC first paid you for your participation in the project located at Lieber, over nine (9) months after your participation in the project at Lieber ended, and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13:1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3347

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Kevin Poston, #266083,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Kevin Poston does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-1-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Kevin Poston
Appellant's Name

Evans C.I.
~~610 Hwy 9 West~~
Mailing Address

~~Bennettsville, SC 29512~~
City, State, Zip Code

none
Telephone Number

Signed

8-7-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3398

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
KEVIN POSTON, #266083	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D. H. Westbrook
Douglas H. Westbrook

3399

NO Step 2 - due Step 8-6-07 Found by Bowie 7/20/07 JC

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: R. Pressley 11

SCDC NUMBER: 177947

INSTITUTION: Lieber

HOUSING UNIT: Ashley B-41

WORK ASSIGNMENT: Dorm

RECEIVED JUN 04 2007 INMATE GRIEVANCE

Office Use Only
Grievance No. LCI 0733-07
Code: General
Policy
Disc. Hear.
Class.
Date Received 5/31
IGC Initials
7-10

STATE GRIEVANCE (include documentation, and date of incident if SCDC Policy, indicate which policy) Grievant was/is employed in the WTI/Lieber service work program. From 1999/July 2001, S.C. Code 24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G,H).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hr (Stat. at Large, No. 66, §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. Attacned in part are Exhibits A,C,F, & H.

ACTION REQUESTED: Back wages for hrs in 1999 at 9.68/hr; hrs in 2000 at 10.66/hr; hrs in 1-1-01/6-30-01 at 11.08/hr; and hrs * 7-1-01/present at $4/hr; less wages paid, §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.

Rodney Pressley 5-23-07
Grievant Signature Date

ACTION TAKEN BY IGC:

SEE WARDEN'S RESPONSE

Ann Haeseman 7-11-07
~~IGC~~ Signature Date

☒ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

IGA 7/A
Grievant Signature Date

3400

SCDC 10.5 (Rev. November 1997)

WARDEN'S DECISION AND REASON:

SEE ATTACHED

Fred A Thompson 7/13/07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

LaRay Hessley 8-1-07
Grievant Signature Date
NO STEP 2

Ramirez 8-1-07
IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3401

3

PRESSLEY LCI-0733-07

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated May 23, 2007 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your voluntary participation in the prison industries project at Lieber began on November 4, 1999 and ended on January 11, 2000.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

3402

6

PRESSLEY LCI-0733-07

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

3403

7

PRESSLEY LCI-0733-07

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

If you wish to appeal my decision you have 5 days to file you Step 2 appeal in accordance with procedure #5 listed below.

3404

8

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Rodney Pressley, #177947,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Rodney Pressley does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Rodney Pressley
Appellant's Name

Lee C.I.
Mailing Address

990 Wisacky Hwy

Bishopville, SC 29010
City, State, Zip Code

none
Telephone Number

Signed

11-6-04
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3405

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
RODNEY PRESSLEY, #177947	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 7th day of Nov., 2008, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3406

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Germaine Raysor
SCDC NUMBER: 250390
INSTITUTION: Lieber Corr. Inst
HOUSING UNIT: Cooper B-44
WORK ASSIGNMENT: L.E #2

Office Use Only
Grievance No Lieber 0634-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) The department is asked to review and determine whether I am entitled to recieve back wages due to me from working at Lieber Correctional Inst. Program where they only paid me $0.35 cent an hour not providing wages as required under South ~~Carolina~~ Carolina Code Sec 24-3-950(A-F) The fact they denied me Prevailing wages from 2002-04

ACTION REQUESTED: All money due to me be paid at prevailing wage and over time rate, & prevailing wage be paid

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: Law suit was filed ordered to file Grievant by Court Wicker V. S.C.D.C. Adkins V. S.C.D.C

Germaine Raysor 9-9-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carr 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

Germaine Raysor 9-9-04
Grievant Signature Date

SCDC 10 5 (Rev. November 1997) 3407

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3043

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature. Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3408

Inmate B. Bringle, #250390 LC10634-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3410

AMENDMENT TO GRIEVANCE OF GERMAINE PRINGLE, #250390

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4269.27 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1294-1295; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3411

AMENDMENT TO GRIEVANCE OF GERMAINE PRINGLE, #250390

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4269.27 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1294-1295; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

Ackerman 5-6-11 3048

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	PARKS, RICKY	269069	C A 32	1	10/16/00	9/7/01
MB 3	PARRIS, ROBERT	267328	A A 31	2	10/8/02	12/3/02
MI 2	PARTLOW, CEDRIC	271720	C B 50	2	9/27/01	11/18/02
MI 3	PASCHAZ, K	250058	C A 0	0		10/25/99
	PATTERSON, FRANK	283098	A A 25	1	7/29/02	8/1/02
	PATTERSON, MARK	261315	M X 0	2	1/4/00	7/7/00
	PAULEY, WILLIAM	264204	C 0	1	3/21/00	4/10/00
MI 3	PAULSEN, PETER	215178	S A 32	2	9/19/02	10/2/02
MI 3	PAYTON, JESSE	298449	W A 111	3		3/17/04
MI 3	PENDYGRAFF, RAYMOND	288567	A B 16	1	6/26/03	6/26/03
MI 3	PEREZ, JOSE	237727	C A 56	1	10/1/02	5/2/03
	PERRY, DERRICK	256662	C B 40	1	2/15/00	11/16/00
	PERRY, LEONARD	226361	C B 61	1	4/10/00	7/24/00
MI 3	PETERSON, TONY	179722	E A 27	1	1/30/03	1/31/03
	PHOENIX, MARIO	278599	E B 15	1	10/26/01	12/11/01
MI 3	PIEDEA, OLANDO	289186	C B 55	1	7/2/03	1/28/04
MI 3	PIKE, JOHNNY	290281	E B 32	1	6/26/03	6/30/03
	PINKNEY, REGGIE	259522	M X 0	2	2/8/00	8/24/00
	PINO, NORMAN	276950	S A 17	2	8/30/01	8/31/01
MI 2	PITCHERS, RAYMOND	187672	C B 26	1	7/2/00	5/19/03
MI 2	PITTS, TONY	280579	C B 33	1	3/27/02	6/24/04
	PLANTER, CHRISTOPHER	259956	C A 30	1	11/10/99	8/30/00
	PLATT, BRADFORD	252308	M X 0	0	1/6/00	12/10/01
	PLOUGH, STEVEN	253961	C A 4	1	5/22/00	4/10/01
MI 3	POE, JOHN	261554	C B 30	1	6/26/03	9/29/03
	POLLINS, HORACE	251481	C B 31	1	5/6/02	7/31/02
	POOLER, CHARLES	258432	C A 1	1	12/5/00	8/5/02
	PORCHER, RICHARD	266823	C X 0	1	12/5/00	12/29/99
	PORTERFIELD, BRIAN	257684	C A 29	1	8/11/99	12/29/99
	POSTON, JESSIE	254617	C 0	1	3/29/00	4/1/00
MI 3	POSTON, KEVIN	266083	S A 18	1	9/17/02	12/8/03
	PRESSIE, FREDERICK	269117	A B 37	1	10/16/00	1/8/01
	PRESSLEY, RODNEY	177947	C 0	1	11/4/99	1/4/00
	PRINGLE, ALJEROLD	235587	E A 23	1	7/27/01	9/14/01
MI 3	PRINGLE, GERMAINE	250390	C B 44	1	4/11/02	6/24/04
MI 3	PRIOLEAU, FRANCIS	268813	C B 55	1	4/2/01	6/24/04
	PRIOLEAU, MARION	234954	E A 28	1	12/5/00	1/16/01
	PRITCHARD, ALLEN	219121	A B 51	1	5/16/00	5/31/00
	PRITCHETT, THOMAS	260687	S B 60	1	10/29/01	1/22/02
	PROCHER, RICHARD	266823	C B 20	1	12/5/00	11/5/01
	PUGH, COREY	271993	A B 29	2	9/27/01	10/18/01
	QUEEN, JIMMY	235276	C A 46	1	2/8/00	10/25/00
MI 2	QUINONES, ROBERTO	285418	C A 15	1	11/10/03	12/3/03
MI 2	QUINONES, ROBERTO	285418	C A 24	1	8/7/02	5/2/03
	RAFSANJONI, KHALIL	189566	S B 16	1	6/24/02	7/12/02
	RAHEEM, AQUIL	231826	C B 1	0	6/2/00	5/26/00

PLAINTIFF'S EXHIBIT 1

A - 0791
June 2004

3413

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THIS AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT

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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



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Ackerman 5-6-11 3051

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
266083	POSTON	KEVIN	DOUGLAS	20030210	0.50	77.14	38.57
266083	POSTON	KEVIN	DOUGLAS	20030224	0.50	43.14	21.57
266083	POSTON	KEVIN	DOUGLAS	20030310	0.50	78.74	39.37
266083	POSTON	KEVIN	DOUGLAS	20030324	0.50	95.85	47.92
266083	POSTON	KEVIN	DOUGLAS	20030407	0.50	67.50	33.75
266083	POSTON	KEVIN	DOUGLAS	20031229	0.50	17.50	8.75
266083	POSTON	KEVIN	DOUGLAS	20031229	0.50	21.79	10.89
269117	PRESSIE	FREDERICK	T.	20001023	0.50	16.73	8.36
269117	PRESSIE	FREDERICK	T.	20001106	0.50	44.06	22.03
269117	PRESSIE	FREDERICK	T.	20001120	0.50	14.99	7.49
269117	PRESSIE	FREDERICK	T.	20001204	0.50	25.39	12.69
269117	PRESSIE	FREDERICK	T.	20001218	0.50	27.69	13.84
177947	PRESSLEY	RODNEY	J.	19991122	0.35	67.50	23.62
177947	PRESSLEY	RODNEY	J.	19991122	0.55	7.50	4.12
177947	PRESSLEY	RODNEY	J.	19991122	0.35	15.00	5.25
177947	PRESSLEY	RODNEY	J.	19991206	0.35	48.80	17.08
177947	PRESSLEY	RODNEY	J.	19991220	2.50	2.00	5.00
177947	PRESSLEY	RODNEY	J.	19991220	0.35	67.37	23.57
177947	PRESSLEY	RODNEY	J.	20000103	0.50	37.37	18.68
177947	PRESSLEY	RODNEY	J.	20000117	0.50	15.00	7.50
235587	PRINGLE	AL	JEROLD	20010827	0.50	22.90	11.45
235587	PRINGLE	AL	JEROLD	20010910	0.50	45.24	22.62
235587	PRINGLE	AL	JEROLD	20010924	0.50	18.97	9.48
250390	PRINGLE	GERMAINE		20020422	0.50	30.10	15.05
250390	PRINGLE	GERMAINE		20020506	0.50	50.62	25.31
250390	PRINGLE	GERMAINE		20020520	0.50	47.25	23.62
250390	PRINGLE	GERMAINE		20020603	0.50	47.25	23.62
250390	PRINGLE	GERMAINE		20020617	0.50	67.13	33.56
250390	PRINGLE	GERMAINE		20020701	0.50	75.00	37.50
250390	PRINGLE	GERMAINE		20020715	0.50	54.27	27.13
250390	PRINGLE	GERMAINE		20020729	0.50	88.20	44.10
250390	PRINGLE	GERMAINE		20020812	0.50	95.23	47.61
250390	PRINGLE	GERMAINE		20020826	0.50	100.76	50.38
250390	PRINGLE	GERMAINE		20020909	0.50	80.25	40.12
250390	PRINGLE	GERMAINE		20020923	0.50	88.10	44.05
250390	PRINGLE	GERMAINE		20021007	0.50	114.99	57.49
250390	PRINGLE	GERMAINE		20021021	0.50	96.71	48.35
250390	PRINGLE	GERMAINE		20021104	0.50	77.78	38.89
250390	PRINGLE	GERMAINE		20021118	0.50	98.21	49.10
250390	PRINGLE	GERMAINE		20021202	0.50	94.21	47.10
250390	PRINGLE	GERMAINE		20021216	0.50	85.38	42.69
250390	PRINGLE	GERMAINE		20021230	0.50	39.87	19.93
250390	PRINGLE	GERMAINE		20030113	0.50	69.18	34.59
250390	PRINGLE	GERMAINE		20030127	0.50	61.88	30.94
250390	PRINGLE	GERMAINE		20030210	0.50	67.83	33.91
250390	PRINGLE	GERMAINE		20030224	0.50	67.51	33.75
250390	PRINGLE	GERMAINE		20030310	0.50	56.22	28.11
250390	PRINGLE	GERMAINE		20030324	0.50	69.45	34.72
250390	PRINGLE	GERMAINE		20030407	0.50	37.91	18.95
250390	PRINGLE	GERMAINE		20030714	0.50	127.28	63.64
250390	PRINGLE	GERMAINE		20030728	0.50	104.81	52.40
250390	PRINGLE	GERMAINE		20030811	0.50	76.59	38.29
250390	PRINGLE	GERMAINE		20030825	0.50	116.20	58.10
250390	PRINGLE	GERMAINE		20030908	0.50	75.28	37.64

PLAINTIFF'S EXHIBIT F

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
250390	PRINGLE	GERMAINE		20030922	0.50	85.56	42.78
250390	PRINGLE	GERMAINE		20031006	0.50	104.89	52.44
250390	PRINGLE	GERMAINE		20031020	0.50	111.38	55.69
250390	PRINGLE	GERMAINE		20031103	0.50	109.82	54.91
250390	PRINGLE	GERMAINE		20031117	0.50	110.07	55.03
250390	PRINGLE	GERMAINE		20031201	0.50	82.33	41.16
250390	PRINGLE	GERMAINE		20031215	0.50	99.88	49.94
250390	PRINGLE	GERMAINE		20031229	0.50	97.64	48.82
250390	PRINGLE	GERMAINE		20040112	0.50	57.04	28.52
250390	PRINGLE	GERMAINE		20040126	0.50	99.74	49.87
250390	PRINGLE	GERMAINE		20040209	0.50	81.29	40.64
250390	PRINGLE	GERMAINE		20040223	0.50	104.09	52.04
250390	PRINGLE	GERMAINE		20040308	0.50	126.94	63.47
250390	PRINGLE	GERMAINE		20040322	0.50	106.05	53.02
250390	PRINGLE	GERMAINE		20040405	0.50	96.08	48.04
250390	PRINGLE	GERMAINE		20040419	0.50	95.68	47.84
250390	PRINGLE	GERMAINE		20040503	0.50	130.77	65.38
250390	PRINGLE	GERMAINE		20040517	0.50	118.98	59.49
250390	PRINGLE	GERMAINE		20040531	0.50	89.59	44.79
268813	PRIOLEAU	FRANCIS	NIJIL	20010409	0.50	26.27	13.13
268813	PRIOLEAU	FRANCIS	NIJIL	20010423	0.50	82.88	41.44
268813	PRIOLEAU	FRANCIS	NIJIL	20010507	0.50	104.51	52.25
268813	PRIOLEAU	FRANCIS	NIJIL	20010521	0.50	86.33	43.16
268813	PRIOLEAU	FRANCIS	NIJIL	20010604	0.50	66.78	33.39
268813	PRIOLEAU	FRANCIS	NIJIL	20010618	0.50	72.93	36.46
268813	PRIOLEAU	FRANCIS	NIJIL	20010702	0.50	71.73	35.86
268813	PRIOLEAU	FRANCIS	NIJIL	20010716	0.50	65.45	32.72
268813	PRIOLEAU	FRANCIS	NIJIL	20010730	0.50	73.25	36.62
268813	PRIOLEAU	FRANCIS	NIJIL	20010827	0.50	82.84	41.42
268813	PRIOLEAU	FRANCIS	NIJIL	20010910	0.50	88.75	44.37
268813	PRIOLEAU	FRANCIS	NIJIL	20010924	0.50	102.20	51.10
268813	PRIOLEAU	FRANCIS	NIJIL	20011008	0.50	138.09	69.04
268813	PRIOLEAU	FRANCIS	NIJIL	20011022	0.50	125.73	62.86
268813	PRIOLEAU	FRANCIS	NIJIL	20011105	0.50	103.17	51.58
268813	PRIOLEAU	FRANCIS	NIJIL	20011119	0.50	112.72	56.36
268813	PRIOLEAU	FRANCIS	NIJIL	20011203	0.50	103.65	51.82
268813	PRIOLEAU	FRANCIS	NIJIL	20011217	0.50	143.08	71.54
268813	PRIOLEAU	FRANCIS	NIJIL	20011231	0.50	63.42	31.71
268813	PRIOLEAU	FRANCIS	NIJIL	20020114	0.50	77.63	38.81
268813	PRIOLEAU	FRANCIS	NIJIL	20020128	0.50	110.03	55.01
268813	PRIOLEAU	FRANCIS	NIJIL	20020211	0.50	120.78	60.39
268813	PRIOLEAU	FRANCIS	NIJIL	20020225	0.50	116.72	58.36
268813	PRIOLEAU	FRANCIS	NIJIL	20020311	0.50	109.05	54.52
268813	PRIOLEAU	FRANCIS	NIJIL	20020325	0.50	89.18	44.59
268813	PRIOLEAU	FRANCIS	NIJIL	20020408	0.50	97.47	48.73
268813	PRIOLEAU	FRANCIS	NIJIL	20020422	0.50	123.85	61.92
268813	PRIOLEAU	FRANCIS	NIJIL	20020506	0.50	152.19	76.09
268813	PRIOLEAU	FRANCIS	NIJIL	20020520	0.50	139.87	69.93
268813	PRIOLEAU	FRANCIS	NIJIL	20020603	0.50	113.90	56.95
268813	PRIOLEAU	FRANCIS	NIJIL	20020617	0.50	73.64	36.82
268813	PRIOLEAU	FRANCIS	NIJIL	20020701	0.50	125.75	62.87
268813	PRIOLEAU	FRANCIS	NIJIL	20020715	0.50	111.79	55.89
268813	PRIOLEAU	FRANCIS	NIJIL	20020729	0.50	130.70	65.35
268813	PRIOLEAU	FRANCIS	NIJIL	20020812	0.50	120.62	60.31

PLAINTIFF'S EXHIBIT F 3417

A - 1295
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers—Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Germaine Pringle
SCDC NUMBER: 250390
INSTITUTION: ~~Tyger~~ RCI NOV 04 2004
HOUSING UNIT: CB44
WORK ASSIGNMENT: L.I #2

Office Use Only
Grievance No. LCI 0634-04
Code: General NW
Policy
Disc. Hear.
Class. NOV 08 2004
Date Received
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Adkins & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our wages. Adkins & Wickers further allow this issue of payment of wages under SC Code 24-3-430 to be grieved pursuant to SCDC's grievance procedures. Grievants incorporates by reference all exhibits attached to grievances file by Darrell William and Attorney Douglas Westbrooks ON 9-22-04

Germaine Pringle 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

5-18-07 M. L. Monteith 5/18/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS) 3421

SCDC 10-5A (November 1997)

Ackerman 5-6-11 3057

PRINGLE LCI-0634-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 11, 2002 and that your participation in this project ended on November 30, 2004.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Germaine Pringle, #250390,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07__-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Germaine Pringle does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A **general** statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Germaine Pringle
Appellant's Name

Ridgeland C.I.
P.O. Box 2039
Mailing Address

Ridgeland, SC 29936
City, State, Zip Code

none
Telephone Number

D.H. Westbrook
Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

34.25

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
GERMAINE PRINGLE, #250390	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 5th day of Jan., 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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5/27/07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Francis Prioleau
SCDC NUMBER: 26813 NOV 09 2004 PP
INSTITUTION: Lieber
HOUSING UNIT: Cooper B-55
WORK ASSIGNMENT: PI2

Office Use Only
Grievance No. LCI 1009-04
Code: General MH
Policy
Disc. Hear.
Class:
Date Received NOV 12 2004
IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) The Dept is asked to review and determine Whether I'm entitled to recieve back wages, which are due to me, from working at lieber Prison Industries Program when they only paid me .35 an hr and not the prevailing wage as under S. C. Code Ann. Sec. 24-3-430 (A-7) as of the fact they were getting 4.00 an hr. and still didn't pay me my deserved wages from 1998-2003 I was denied prevailing wage.

ACTION REQUESTED: That all funds due to me be paid at prevailing wage as well as over time Rate, moreover the prevailing wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed, ordered to file by grievance by court under Wicker Vs. S.C.D.C and Adkins Vs. S.C.D.C.

Fran Prioleau 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

SEE WARDEN'S RESPONSE

Ann Haeman 5-15-07
~~IGC~~ IGA Signature Date

☒ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal. 3427

Grievant Signature Date

SCDC 10-5 (Rev November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3063

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Frank Priolin 5-22-07
Grievant Signature Date

Ann Haeman 5-15-07
~~IGC~~ IGA Signature Date

Issued by: Jean Ranlan 22 May '07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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PRIULEAU LCI-1004-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 23, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 2, 2001 and that you are still participating in this project as of the date of this reply.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

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PRIULEAU LCI-1004-04

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.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of the documents submitted in support of your Step 1 grievance form clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004.

Contrary to the claims you made in these supporting documents, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your supporting documents, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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PRIULEAU LCI-1004-04

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999; $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker, nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your supporting documents the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

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AMENDMENT TO GRIEVANCE OF FRANCIS PRIOLEAU, #268813

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; 511.43 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 7920.16 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Francis Prioleau
(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1295-1296; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	PARKS, RICKY	269069	C A 32	1	10/16/00	9/7/01
MB 3	PARRIS, ROBERT	267328	A A 31	2	10/8/02	12/3/02
MI 2	PARTLOW, CEDRIC	271720	C B 50	2	9/27/01	11/18/02
MI 3	PASCHAZ, K	250058	C A 0	0		10/25/99
	PATTERSON, FRANK	283098	A A 25	1	7/29/02	8/1/02
	PATTERSON, MARK	261315	M X 0	2	1/4/00	7/7/00
	PAULEY, WILLIAM	264204	C 0	1	3/21/00	4/10/00
MI 3	PAULSEN, PETER	215178	S A 32	2	9/19/02	10/2/02
MI 3	PAYTON, JESSE	298449	WA111	3		3/17/04
MI 3	PENDYGRAFF, RAYMOND	288567	A B 16	1	6/26/03	6/26/03
MI 3	PEREZ, JOSE	237727	C A 56	1	10/1/02	5/2/03
	PERRY, DERRICK	256662	C B 40	1	2/15/00	11/16/00
	PERRY, LEONARD	226361	C B 61	1	4/10/00	7/24/00
MI 3	PETERSON, TONY	179722	E A 27	1	1/30/03	1/31/03
	PHOENIX, MARIO	278599	E B 15	1	10/26/01	12/11/01
MI 3	PIEDEA, OLANDO	289186	C B 55	1	7/2/03	1/28/04
MI 3	PIKE, JOHNNY	290281	E B 32	1	6/26/03	6/30/03
	PINKNEY, REGGIE	259522	M X 0	2	2/8/00	8/24/00
	PINO, NORMAN	276950	S A 17	2	8/30/01	8/31/01
MI 2	PITCHERS, RAYMOND	187672	C B 26	1	7/2/00	5/19/03
MI 2	PITTS, TONY	280579	C B 33	1	3/27/02	6/24/04
	PLANTER, CHRISTOPHER	259956	C A 30	1	11/10/99	8/30/00
	PLATT, BRADFORD	252308	M X 0	0	1/6/00	12/10/01
	PLOUGH, STEVEN	253961	C A 4	1	5/22/00	4/10/01
MI 3	POE, JOHN	261554	C B 30	1	6/26/03	9/29/03
	POLLINS, HORACE	251481	C B 31	1	5/6/02	7/31/02
	POOLER, CHARLES	258432	C A 1	1	12/5/00	8/5/02
	PORCHER, RICHARD	266823	C X 0	1	12/5/00	12/29/99
	PORTERFIELD, BRIAN	257684	C A 29	1	8/11/99	12/29/99
	POSTON, JESSIE	254617	C 0	1	3/29/00	4/1/00
MI 3	POSTON, KEVIN	266083	S A 18	1	9/17/02	12/8/03
	PRESSIE, FREDERICK	269117	A B 37	1	10/16/00	1/8/01
	PRESSLEY, RODNEY	177947	C 0	1	11/4/99	1/4/00
	PRINGLE, ALJEROLD	235587	E A 23	1	7/27/01	9/14/01
MI 3	PRINGLE, GERMAINE	250390	C B 44	1	4/11/02	6/24/04
MI 3	PRIOLEAU, FRANCIS	268813	C B 55	1	4/2/01	6/14/04
	PRIOLEAU, MARION	234954	E A 28	1	12/5/00	1/16/01
	PRITCHARD, ALLEN	219121	A B 51	1	5/16/00	5/31/00
	PRITCHETT, THOMAS	260687	S B 60	1	10/29/01	1/22/02
	PROCHER, RICHARD	266823	C B 20	1	12/5/00	11/5/01
	PUGH, COREY	271993	A B 29	2	9/27/01	10/18/01
	QUEEN, JIMMY	235276	C A 46	1	2/8/00	10/25/00
MI 2	QUINONES, ROBERTO	285418	C A 15	1	11/10/03	12/3/03
MI 2	QUINONES, ROBERTO	285418	C A 24	1	8/7/02	5/2/03
	RAFSANJONI, KHALIL	189566	S B 16	1	6/24/02	7/12/02
	RAHEEM, AQUIL	231826	C B 1	0	6/2/00	5/26/00

PLAINTIFF'S EXHIBIT 3433

A - 0791
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 WSC. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT 2

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

PLAINTIFF'S EXHIBIT C

A - 0086
June 2004

00026

3431

Ackerman 5-6-11 3071

250390	PRINGLE	GERMAINE		20030922	0.50	85.56	42.78
250390	PRINGLE	GERMAINE		20031006	0.50	104.89	52.44
250390	PRINGLE	GERMAINE		20031020	0.50	111.38	55.69
250390	PRINGLE	GERMAINE		20031103	0.50	109.82	54.91
250390	PRINGLE	GERMAINE		20031117	0.50	110.07	55.03
250390	PRINGLE	GERMAINE		20031201	0.50	82.33	41.16
250390	PRINGLE	GERMAINE		20031216	0.50	99.88	49.94
250390	PRINGLE	GERMAINE		20031229	0.50	97.64	48.82
250390	PRINGLE	GERMAINE		20040112	0.50	57.04	28.52
250390	PRINGLE	GERMAINE		20040126	0.50	99.74	49.87
250390	PRINGLE	GERMAINE		20040209	0.50	81.29	40.64
250390	PRINGLE	GERMAINE		20040223	0.50	104.09	52.04
250390	PRINGLE	GERMAINE		20040308	0.50	126.94	63.47
250390	PRINGLE	GERMAINE		20040322	0.50	106.05	53.02
250390	PRINGLE	GERMAINE		20040405	0.50	96.08	48.04
250390	PRINGLE	GERMAINE		20040419	0.50	95.68	47.84
250390	PRINGLE	GERMAINE		20040503	0.50	130.77	65.38
250390	PRINGLE	GERMAINE		20040517	0.50	118.98	59.49
250390	PRINGLE	GERMAINE		20040531	0.50	89.59	44.79
268813	PRIOLEAU	FRANCIS	NIJIL	20010409	0.50	26.27	13.13
268813	PRIOLEAU	FRANCIS	NIJIL	20010423	0.50	82.88	41.44
268813	PRIOLEAU	FRANCIS	NIJIL	20010507	0.50	104.51	52.25
268813	PRIOLEAU	FRANCIS	NIJIL	20010521	0.50	86.33	43.16
268813	PRIOLEAU	FRANCIS	NIJIL	20010604	0.50	66.78	33.39
268813	PRIOLEAU	FRANCIS	NIJIL	20010618	0.50	72.93	36.46
268813	PRIOLEAU	FRANCIS	NIJIL	20010702	0.50	71.73	35.86
268813	PRIOLEAU	FRANCIS	NIJIL	20010716	0.50	65.45	32.72
268813	PRIOLEAU	FRANCIS	NIJIL	20010730	0.50	73.25	36.62
268813	PRIOLEAU	FRANCIS	NIJIL	20010827	0.50	82.84	41.42
268813	PRIOLEAU	FRANCIS	NIJIL	20010910	0.50	88.75	44.37
268813	PRIOLEAU	FRANCIS	NIJIL	20010924	0.50	102.20	51.10
268813	PRIOLEAU	FRANCIS	NIJIL	20011008	0.50	138.09	69.04
268813	PRIOLEAU	FRANCIS	NIJIL	20011022	0.50	125.73	62.86
268813	PRIOLEAU	FRANCIS	NIJIL	20011105	0.50	103.17	51.58
268813	PRIOLEAU	FRANCIS	NIJIL	20011119	0.50	112.72	56.36
268813	PRIOLEAU	FRANCIS	NIJIL	20011203	0.50	103.65	51.82
268813	PRIOLEAU	FRANCIS	NIJIL	20011217	0.50	143.08	71.54
268813	PRIOLEAU	FRANCIS	NIJIL	20011231	0.50	63.42	31.71
268813	PRIOLEAU	FRANCIS	NIJIL	20020114	0.50	77.63	38.81
268813	PRIOLEAU	FRANCIS	NIJIL	20020128	0.50	110.03	55.01
268813	PRIOLEAU	FRANCIS	NIJIL	20020211	0.50	120.78	60.39
268813	PRIOLEAU	FRANCIS	NIJIL	20020225	0.50	116.72	58.36
268813	PRIOLEAU	FRANCIS	NIJIL	20020311	0.50	109.05	54.52
268813	PRIOLEAU	FRANCIS	NIJIL	20020325	0.50	89.18	44.59
268813	PRIOLEAU	FRANCIS	NIJIL	20020408	0.50	97.47	48.73
268813	PRIOLEAU	FRANCIS	NIJIL	20020422	0.50	123.85	61.92
268813	PRIOLEAU	FRANCIS	NIJIL	20020506	0.50	152.19	76.09
268813	PRIOLEAU	FRANCIS	NIJIL	20020520	0.50	139.87	69.93
268813	PRIOLEAU	FRANCIS	NIJIL	20020603	0.50	113.90	56.95
268813	PRIOLEAU	FRANCIS	NIJIL	20020617	0.50	73.64	36.82
268813	PRIOLEAU	FRANCIS	NIJIL	20020701	0.50	125.75	62.87
268813	PRIOLEAU	FRANCIS	NIJIL	20020715	0.50	111.79	55.89
268813	PRIOLEAU	FRANCIS	NIJIL	20020729	0.50	130.70	65.35
268813	PRIOLEAU	FRANCIS	NIJIL	20020812	0.50	120.62	60.31

PLAINTIFF'S EXHIBIT F

A - 1295
June 2004

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Ackerman 5-6-11 3072

268813	PRIOLEAU	FRANCIS	NIJIL	20020826	0.50	118.17	59.58
268813	PRIOLEAU	FRANCIS	NIJIL	20020909	0.50	63.30	31.65
268813	PRIOLEAU	FRANCIS	NIJIL	20020923	0.50	119.05	59.52
268813	PRIOLEAU	FRANCIS	NIJIL	20021007	0.50	74.27	37.13
268813	PRIOLEAU	FRANCIS	NIJIL	20021021	0.50	136.60	68.30
268813	PRIOLEAU	FRANCIS	NIJIL	20021104	0.50	107.58	53.79
268813	PRIOLEAU	FRANCIS	NIJIL	20021118	0.50	113.34	56.67
268813	PRIOLEAU	FRANCIS	NIJIL	20021202	0.50	111.78	55.89
268813	PRIOLEAU	FRANCIS	NIJIL	20021216	0.50	119.82	59.91
268813	PRIOLEAU	FRANCIS	NIJIL	20021230	0.50	63.84	31.92
268813	PRIOLEAU	FRANCIS	NIJIL	20030113	0.50	86.53	43.26
268813	PRIOLEAU	FRANCIS	NIJIL	20030127	0.50	101.20	50.60
268813	PRIOLEAU	FRANCIS	NIJIL	20030210	0.50	114.21	57.10
268813	PRIOLEAU	FRANCIS	NIJIL	20030224	0.50	115.32	57.66
268813	PRIOLEAU	FRANCIS	NIJIL	20030310	0.50	97.16	48.58
268813	PRIOLEAU	FRANCIS	NIJIL	20030324	0.50	117.30	58.65
268813	PRIOLEAU	FRANCIS	NIJIL	20030407	0.50	66.64	33.32
268813	PRIOLEAU	FRANCIS	NIJIL	20030602	0.50	38.75	19.37
268813	PRIOLEAU	FRANCIS	NIJIL	20030616	0.50	130.29	65.14
268813	PRIOLEAU	FRANCIS	NIJIL	20030630	0.50	114.43	57.21
268813	PRIOLEAU	FRANCIS	NIJIL	20030714	0.50	126.10	63.05
268813	PRIOLEAU	FRANCIS	NIJIL	20030728	0.50	120.11	60.05
268813	PRIOLEAU	FRANCIS	NIJIL	20030811	0.50	116.10	58.05
268813	PRIOLEAU	FRANCIS	NIJIL	20030825	0.50	114.71	57.35
268813	PRIOLEAU	FRANCIS	NIJIL	20030908	0.50	106.88	53.44
268813	PRIOLEAU	FRANCIS	NIJIL	20030922	0.50	114.53	57.26
268813	PRIOLEAU	FRANCIS	NIJIL	20031006	0.50	111.38	55.69
268813	PRIOLEAU	FRANCIS	NIJIL	20031020	0.50	119.21	59.60
268813	PRIOLEAU	FRANCIS	NIJIL	20031103	0.50	123.71	61.85
268813	PRIOLEAU	FRANCIS	NIJIL	20031117	0.50	130.98	65.49
268813	PRIOLEAU	FRANCIS	NIJIL	20031201	0.50	108.04	54.02
268813	PRIOLEAU	FRANCIS	NIJIL	20031215	0.50	117.45	58.72
268813	PRIOLEAU	FRANCIS	NIJIL	20031229	0.50	100.14	50.07
268813	PRIOLEAU	FRANCIS	NIJIL	20040112	0.50	69.17	34.58
268813	PRIOLEAU	FRANCIS	NIJIL	20040126	0.50	97.83	48.91
268813	PRIOLEAU	FRANCIS	NIJIL	20040209	0.50	112.73	56.36
268813	PRIOLEAU	FRANCIS	NIJIL	20040223	0.50	136.79	68.39
268813	PRIOLEAU	FRANCIS	NIJIL	20040308	0.50	126.27	63.13
268813	PRIOLEAU	FRANCIS	NIJIL	20040322	0.50	132.07	66.03
268813	PRIOLEAU	FRANCIS	NIJIL	20040405	0.50	126.00	63.00
268813	PRIOLEAU	FRANCIS	NIJIL	20040419	0.50	127.07	63.53
268813	PRIOLEAU	FRANCIS	NIJIL	20040503	0.50	147.12	73.56
268813	PRIOLEAU	FRANCIS	NIJIL	20040517	0.50	163.73	81.86
268813	PRIOLEAU	FRANCIS	NIJIL	20040531	0.50	145.93	72.96
219121	PRITCHARD	ALLEN	LEE	20000508	0.35	13.50	4.72
219121	PRITCHARD	ALLEN	LEE	20000522	0.35	13.03	4.56
260687	PRITCHETT	THOMAS	JAMES	20020128	0.50	31.66	15.83
235276	QUEEN	JIMMY		20000214	0.50	75.00	37.50
235276	QUEEN	JIMMY		20000214	0.55	59.00	32.45
235276	QUEEN	JIMMY		20000228	0.50	67.50	33.75
235276	QUEEN	JIMMY		20000228	0.55	49.91	27.45
235276	QUEEN	JIMMY		20000228	1.05	15.00	15.75
235276	QUEEN	JIMMY		20000313	0.50	75.00	37.50
235276	QUEEN	JIMMY		20000313	0.55	49.48	27.21

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

due 5/27

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Francis Prideaux
SCDC NUMBER: 268913
INSTITUTION: Lieber
HOUSING UNIT: WB 150
WORK ASSIGNMENT: P.I. 2

RECEIVED
JUN 12 2007
INMATE GRIEVANCE

Office Use Only
Grievance No. LCI-1004-07
Code: General 07
Policy
Disc. Hear.
Class.
Date Received 6/6/07
IGC Initials RG
✔ IGA - ABH 7/13-07

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that §24-3-430's wage provisions were mandatory and created a statutory right to the payment of a prevailing wage. These cases further held that inmates can grieve S.C.D.C. failure to pay prevailing wages Under §24-3-430 with review by the A.L.J. S.C.D.C owes grievant back wages, because it failed to pay prevailing wages Prior to July 1, 2001 and 4.00 hr there after. And what it did was put a fraction of these amounts. Thus, the wage rate S.C.D.C. is not correct, Back wages are owed. Grievant incorporates by reference exhibits A-H attached grievances filed by Darryll Williams and Counsel on Sept 22 2004

Francis Prideaux 5-22-07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Francis Prideaux 8-7-07
Grievant Signature Date

R. Ingram 8/7/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3441

Ackerman 5-6-11 3077

PRIOLEAU LCI-1004-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 22, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your voluntary participation in the prison industries project at Lieber began on April 2, 2001 and, as of the date of this response, your participation continues.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 3 ½ years after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13.1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Francis Prioleau, #268813

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07___-ALJ-04-_____-____

GRIEVANCE NO.: _____

Notice is hereby given that Francis Prioleau does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-7-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Francis Prioleau
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
8-7-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3443

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
FRANCIS PRIOLEAU, #268813	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D H Westbrook
Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Larkland Richards
SCDC NUMBER: 281768
INSTITUTION: Lieber
HOUSING UNIT: Mando D-264 ✓
WORK ASSIGNMENT: Kitchen

Office Use Only
Grievance No. Lieber 0660-04
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 recieve back wages which are due to me from working at Lieber Prison Industries Program when they only paided me .35¢ an hour and not the prevailing wage as under South Carolina Ann. Sec. 24-3-439(A-7) as well as fact they were getting $4.00 an hour and still did not give me my money from 1998-03 they denied me prevailing wage.

ACTION REQUESTED:

That all money due to me be paid at prevailing wage as well as overtime rate. moreover that the money be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit was filed and ordered to file grievance by court under Wicker v. SCDC, Adkins v. SCDC

Larkland Richards 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

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WARDEN'S DECISION AND REASON:

See. Attachment.

Warden Signature Date Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature 11-3-04 Date

IGC Signature 11/3/04 Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Inmate L. Richards, #281768 LC10660-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF LARKLAND RICHARDS, #281768

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3554.15 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1299-1300; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3449

AMENDMENT TO GRIEVANCE OF, LARKLAND RICHARDS, SCDC #281768

This Grievant (I/M Larkland Richards #281768) was employed in the Williams Technologies/Lieber CI-Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310 thru §24-3-430;

From 1999 to present §24-3-430 required WTI/Lieber to pay it's inmate work force the prevailing wage for work of similar nature in the private sector;

Examples of the prevailing wage authorized by §24-3-310 thru §24-3-430 beginning since 1999 required $8.40/$10.97; $9.74/$11.59 for 2000; And $10.10/$12.06 for 2001.

Since 2001, WTI/Lieber CI. were required to pay this grievant the negotiated wage of $4.00 dollars an hour, (Stat. at Large, No.66, §37.31; Also see, Exhibits G & H; Exhibits A & H indicated with the two grievances already on file by Darrell Williams and Counsel 9-22-04, that should be referenced for info.)

In fact, SCDC policy only allowed payment at a maximum rate $1.00 dollar an hour and usually less. Exhibits document a 35¢ per hour base rate, (See: Exhibits B,D & E);

The 9-30-98 contract specifying a $4.00 dollar an hour wage, (See, Exhibits B & C); If you review the employee roster (at Exhibits A & F attached), please note employee start date, pay dates, hours, rates and pay issued to grievant are not accurate; SCDC states rates and hours (in Exhibit F) are incorrect after a certain date; However, the SCDC document referred to (as Exhibit A & F) should stand as prima facie evidence as to the veracity of accuracy (unless shown incorrect by other compelling documented evidence);

*The Action Requested by the Grievant requests loss/back wages owed for hours worked during the entire month of March, 2002; And for dates/hours worked after June 26, 2003 up through to the months concluding at April 12, 2005, at an hourly rate that fluctuated from the 'prevailing wage' that's determined an

3450

(Conclusion)

AMENDMENT TO GRIEVANCE OF, LARKLAND RICHARDS, SCDC# 281768

adjusted from 2001 to 2005 that begun to be calculated at $11. 08 an hour; To include, all unpaid hourly wages/rates that was not included in paychecks disbursed to the grievant that are reflected during the course of employment indicated in Exhibits F* Which may include/reflect a rate not less than $4.00 per hour, any less wages paid pursuant to §24-3-40 deductions, social security/medicare cost, plus interest costs and attorney fees; Grievant also requests any promotions (pay raises), the grievant would have been entitled to that was not included with the rates that would have been included with the loss/back rates/wages complained of herein.

Larkland Richards
(Grievant Signature)

Jan. 19th 2006
(Date)

*Attached are Exh. A, 0792; C, 0081, 0086; F, 1299-1300; H, 1-3.

*An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	MX 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	MX 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	MX 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	MX 0	2	12/15/00	12/20/01
MO IE	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	MX 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00



A - 0792
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 NTE. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT 3453

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4:

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



Ackerman 5-6-11 3090

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
222265	READY	BRYAN		20020225	0.50	93.00	46.50
219186	REAVES	JAMES		19991122	0.35	7.50	2.62
219186	REAVES	JAMES		19991122	0.55	6.67	3.66
219186	REAVES	JAMES		19991206	0.35	47.95	16.78
219186	REAVES	JAMES		19991206	0.55	7.10	3.90
219186	REAVES	JAMES		19991220	2.50	2.00	5.00
219186	REAVES	JAMES		19991220	0.35	74.37	26.02
219186	REAVES	JAMES		19991220	0.55	22.50	12.37
263184	REED	LARRY	JOE	20020408	0.50	15.73	7.86
263184	REED	LARRY	JOE	20020422	0.50	47.18	23.59
263184	REED	LARRY	JOE	20020506	0.50	52.50	26.25
263184	REED	LARRY	JOE	20020520	0.50	47.25	23.62
263184	REED	LARRY	JOE	20020603	0.50	67.50	33.75
263184	REED	LARRY	JOE	20020617	0.50	74.00	37.00
263184	REED	LARRY	JOE	20020701	0.50	71.67	35.83
263184	REED	LARRY	JOE	20020715	0.50	60.00	30.00
263184	REED	LARRY	JOE	20020729	0.50	90.65	45.32
263184	REED	LARRY	JOE	20020812	0.50	79.28	39.64
263184	REED	LARRY	JOE	20020826	0.50	80.88	40.44
263184	REED	LARRY	JOE	20020909	0.50	77.06	38.53
263184	REED	LARRY	JOE	20020923	0.50	62.86	31.43
263184	REED	LARRY	JOE	20021007	0.50	45.96	22.98
263184	REED	LARRY	JOE	20021021	0.50	111.11	55.55
263184	REED	LARRY	JOE	20021104	0.50	112.50	56.25
263184	REED	LARRY	JOE	20021118	0.50	128.33	64.16
263184	REED	LARRY	JOE	20021202	0.50	111.23	55.61
263184	REED	LARRY	JOE	20021216	0.50	117.07	58.53
263184	REED	LARRY	JOE	20021230	0.50	56.87	28.43
263184	REED	LARRY	JOE	20030113	0.50	62.17	31.08
263184	REED	LARRY	JOE	20030127	0.50	71.66	35.83
263184	REED	LARRY	JOE	20030210	0.50	73.07	36.53
263184	REED	LARRY	JOE	20030224	0.50	70.21	35.10
263184	REED	LARRY	JOE	20030310	0.50	87.38	43.69
263184	REED	LARRY	JOE	20030324	0.50	84.63	42.31
263184	REED	LARRY	JOE	20030407	0.50	68.90	34.45
263184	REED	LARRY	JOE	20030421	0.50	83.92	41.96
263184	REED	LARRY	JOE	20030505	0.50	67.96	33.98
263184	REED	LARRY	JOE	20030519	0.50	7.79	3.89
286632	RETAMA	LEOVILDO		20030728	0.50	41.34	20.67
286632	RETAMA	LEOVILDO		20030811	0.50	4.27	2.13
198792	REYNOLDS	AUNDRAY		20021021	0.50	35.42	17.71
198792	REYNOLDS	AUNDRAY		20021104	0.50	17.26	8.63
198792	REYNOLDS	AUNDRAY		20021118	0.50	28.92	14.46
198792	REYNOLDS	AUNDRAY		20021202	0.50	32.07	16.03
198792	REYNOLDS	AUNDRAY		20021216	0.50	17.18	8.59
281768	RICHARDS	LARKLAND		20020506	0.50	63.78	31.89
281768	RICHARDS	LARKLAND		20020520	0.50	98.92	49.46
281768	RICHARDS	LARKLAND		20020603	0.50	97.98	48.99
281768	RICHARDS	LARKLAND		20020617	0.50	136.19	68.09
281768	RICHARDS	LARKLAND		20020701	0.50	145.49	72.74
281768	RICHARDS	LARKLAND		20020715	0.50	122.73	61.36
281768	RICHARDS	LARKLAND		20020729	0.50	160.27	80.13
281768	RICHARDS	LARKLAND		20020812	0.50	147.86	73.93
281768	RICHARDS	LARKLAND		20020826	0.50	137.10	68.55

PLAINTIFF'S EXHIBIT F 3455

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
281768	RICHARDS	LARKLAND		20020909	0.50	125.44	62.72
281768	RICHARDS	LARKLAND		20020923	0.50	151.68	75.84
281768	RICHARDS	LARKLAND		20021007	0.50	169.06	84.53
281768	RICHARDS	LARKLAND		20021021	0.50	159.39	79.69
281768	RICHARDS	LARKLAND		20021104	0.50	195.15	97.57
281768	RICHARDS	LARKLAND		20021118	0.50	135.14	67.57
281768	RICHARDS	LARKLAND		20021202	0.50	95.21	47.60
281768	RICHARDS	LARKLAND		20021216	0.50	111.25	55.62
281768	RICHARDS	LARKLAND		20021230	0.50	63.83	31.91
281768	RICHARDS	LARKLAND		20030113	0.50	61.10	30.55
281768	RICHARDS	LARKLAND		20030127	0.50	97.02	48.51
281768	RICHARDS	LARKLAND		20030210	0.50	111.15	55.57
281768	RICHARDS	LARKLAND		20030224	0.50	115.53	57.76
281768	RICHARDS	LARKLAND		20030310	0.50	108.50	54.25
281768	RICHARDS	LARKLAND		20030324	0.50	91.83	45.91
281768	RICHARDS	LARKLAND		20030407	0.50	99.05	49.52
281768	RICHARDS	LARKLAND		20030421	0.50	98.40	49.20
281768	RICHARDS	LARKLAND		20030505	0.50	58.02	29.01
281768	RICHARDS	LARKLAND		20030519	0.50	72.77	36.38
281768	RICHARDS	LARKLAND		20030602	0.50	106.86	53.43
281768	RICHARDS	LARKLAND		20030616	0.50	136.45	68.22
281768	RICHARDS	LARKLAND		20030630	0.50	81.00	40.50
266174	RICHARDSON	ANTONIO		20010716	0.50	7.97	3.98
266174	RICHARDSON	ANTONIO		20010730	0.50	47.25	23.62
266174	RICHARDSON	ANTONIO		20010813	0.50	52.50	26.25
266174	RICHARDSON	ANTONIO		20010827	0.50	52.50	26.25
266174	RICHARDSON	ANTONIO		20010910	0.50	67.50	33.75
266174	RICHARDSON	ANTONIO		20010924	0.50	75.00	37.50
266174	RICHARDSON	ANTONIO		20011008	0.50	85.90	42.95
266174	RICHARDSON	ANTONIO		20011022	0.50	90.00	45.00
266174	RICHARDSON	ANTONIO		20011105	0.50	94.02	47.01
266174	RICHARDSON	ANTONIO		20011119	0.50	93.00	46.50
266174	RICHARDSON	ANTONIO		20011203	0.50	66.06	33.03
266174	RICHARDSON	ANTONIO		20011217	0.50	103.74	51.87
266174	RICHARDSON	ANTONIO		20011231	0.50	45.00	22.50
266174	RICHARDSON	ANTONIO		20020114	0.50	63.00	31.50
266174	RICHARDSON	ANTONIO		20020128	0.50	83.75	41.87
266174	RICHARDSON	ANTONIO		20020211	0.50	114.00	57.00
266174	RICHARDSON	ANTONIO		20020225	0.50	123.78	61.89
266174	RICHARDSON	ANTONIO		20020311	0.50	122.31	61.15
266174	RICHARDSON	ANTONIO		20020325	0.50	93.80	46.90
266174	RICHARDSON	ANTONIO		20020408	0.50	102.60	51.30
266174	RICHARDSON	ANTONIO		20020422	0.50	116.37	58.18
266174	RICHARDSON	ANTONIO		20020506	0.50	114.90	57.45
266174	RICHARDSON	ANTONIO		20020520	0.50	116.25	58.12
266174	RICHARDSON	ANTONIO		20020603	0.50	101.25	50.62
266174	RICHARDSON	ANTONIO		20020617	0.50	106.83	53.41
266174	RICHARDSON	ANTONIO		20020701	0.50	112.50	56.25
266174	RICHARDSON	ANTONIO		20020715	0.50	90.00	45.00
266174	RICHARDSON	ANTONIO		20020729	0.50	129.39	64.69
266174	RICHARDSON	ANTONIO		20020812	0.50	127.50	63.75
266174	RICHARDSON	ANTONIO		20020826	0.50	137.13	68.56
266174	RICHARDSON	ANTONIO		20020909	0.50	107.87	53.93
266174	RICHARDSON	ANTONIO		20020923	0.50	113.00	56.50

3456.

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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

AMENDMENT TO GRIEVANCE OF LARKLAND RICHARDS, #281768

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3554.15 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1299-1300; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: L Larkland Richards
SCDC NUMBER: 281768
INSTITUTION: ~~Lieber~~ TCI NOV 08 2004
HOUSING UNIT: Wando D284
WORK ASSIGNMENT: Kitchen

Office Use Only
Grievance No. LCI 0660-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payments of prevailing wage. Grievants were employed by WTI, and SCDC was WTI's "agent" in paying our wages. Adkins & Wicker further allow this issue of payment of wages under SC Code 24-3-430 to be grieved pursuant to SCDC grievance procedures. Grievants incorporate by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9-22-04.

Larkland Richards 11-4-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-07
Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Larkland Richards 5/22/07
Grievant Signature Date

IGC Signature 5/22/07
Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 3097

RICHARDS LCI-0660-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 19, 2002 and that your participation in this project ended on June 26, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over nearly 2 ¼ years after SCDC first paid you for your participation in the project located at Lieber, nearly 15 months after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Larkland Richards, #281768

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07-___-ALJ-04-_____

GRIEVANCE NO.: _____

Notice is hereby given that Larkland Richards does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Larkland Richards
Appellant's Name
Trenton C.I.
84 Greenhouse Rd.
Mailing Address
Trenton, SC 29847
City, State, Zip Code
none
Telephone Number

Signed
6-5-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
LARKLAND RICHARDS, #281768	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 7th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

GENE Richardson INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 93614

INSTITUTION: Lieber Corr. Insti.

HOUSING UNIT: C-A-46 ✓

WORK ASSIGNMENT: PI-II

Office Use Only

Grievance No. Lieber0779-04

Code: General RM

Policy

Disc. Hear.

Class.

Date Received SEP 09 2004

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, 837.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Gene R. Richardson 09-07-0
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

10/27/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal.

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N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 3103

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date Oct. 27 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Gene R. Richardson 11-02-04
Grievant Signature Date

IGC Signature Date 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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Inm D. Richardson #93614 CC10779-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF GENE RICHARDSON, #93614

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for 574.66 hours in 1999 at $9.68 per hour; 2233.13 hours in 2000 at $10.66 per hour; 1289.38 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 9700.10 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Gene R. Richardson 02-03-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1301-1304; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	M X 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	M X 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	M X 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	M X 0	2	12/15/00	12/20/01
MO 1E	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	M X 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

PLAINTIFF'S EXHIBIT A

3472

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT C

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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

PLAINTIFF'S EXHIBIT C

Ackerman 5-6-11 3110

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
266174	RICHARDSON	ANTONIO		20021007	0.50	149.13	74.56
266174	RICHARDSON	ANTONIO		20021021	0.50	192.50	96.25
266174	RICHARDSON	ANTONIO		20021104	0.50	138.93	69.46
266174	RICHARDSON	ANTONIO		20021118	0.50	140.80	70.40
266174	RICHARDSON	ANTONIO		20021202	0.50	126.54	63.27
266174	RICHARDSON	ANTONIO		20021216	0.50	132.65	66.32
266174	RICHARDSON	ANTONIO		20021230	0.50	68.44	34.22
266174	RICHARDSON	ANTONIO		20030113	0.50	90.10	45.05
266174	RICHARDSON	ANTONIO		20030127	0.50	88.01	44.00
266174	RICHARDSON	ANTONIO		20030210	0.50	102.64	51.32
266174	RICHARDSON	ANTONIO		20030224	0.50	75.58	37.79
266174	RICHARDSON	ANTONIO		20030310	0.50	100.83	50.41
266174	RICHARDSON	ANTONIO		20030324	0.50	110.49	55.24
266174	RICHARDSON	ANTONIO		20030407	0.50	81.19	40.59
266174	RICHARDSON	ANTONIO		20030421	0.50	105.26	52.63
266174	RICHARDSON	ANTONIO		20030505	0.50	73.09	36.54
266174	RICHARDSON	ANTONIO		20030519	0.50	12.60	6.30
266174	RICHARDSON	ANTONIO		20031006	0.50	17.50	8.75
266174	RICHARDSON	ANTONIO		20031020	0.50	17.50	8.75
266174	RICHARDSON	ANTONIO		20031103	0.50	17.50	8.75
266174	RICHARDSON	ANTONIO		20031117	0.50	68.35	34.17
266174	RICHARDSON	ANTONIO		20031201	0.50	65.74	32.87
266174	RICHARDSON	ANTONIO		20031215	0.50	77.81	38.90
266174	RICHARDSON	ANTONIO		20031229	0.50	98.77	49.38
266174	RICHARDSON	ANTONIO		20040112	0.50	71.62	35.81
266174	RICHARDSON	ANTONIO		20040126	0.50	112.83	56.41
266174	RICHARDSON	ANTONIO		20040209	0.50	129.51	64.75
266174	RICHARDSON	ANTONIO		20040223	0.50	150.46	75.23
266174	RICHARDSON	ANTONIO		20040308	0.50	135.26	67.63
266174	RICHARDSON	ANTONIO		20040322	0.50	118.98	59.49
266174	RICHARDSON	ANTONIO		20040405	0.50	60.97	30.48
251510	RICHARDSON	DERRICK	T.	20000214	0.35	22.50	7.87
251510	RICHARDSON	DERRICK	T.	20000228	0.35	75.80	26.53
251510	RICHARDSON	DERRICK	T.	20000313	0.35	47.50	16.62
251510	RICHARDSON	DERRICK	T.	20000327	0.35	60.00	21.00
251510	RICHARDSON	DERRICK	T.	20000327	0.35	16.00	5.60
251510	RICHARDSON	DERRICK	T.	20000410	0.50	75.00	37.50
251510	RICHARDSON	DERRICK	T.	20000410	0.35	20.00	7.00
251510	RICHARDSON	DERRICK	T.	20000424	0.35	60.00	21.00
251510	RICHARDSON	DERRICK	T.	20000424	0.35	16.00	5.60
251510	RICHARDSON	DERRICK	T.	20000508	0.50	73.98	36.99
251510	RICHARDSON	DERRICK	T.	20000508	0.35	20.00	7.00
251510	RICHARDSON	DERRICK	T.	20000522	0.50	67.50	33.75
251510	RICHARDSON	DERRICK	T.	20000522	0.80	7.50	6.00
251510	RICHARDSON	DERRICK	T.	20000522	0.35	18.00	6.30
251510	RICHARDSON	DERRICK	T.	20000522	1.00	25.00	25.00
251510	RICHARDSON	DERRICK	T.	20000605	0.50	67.50	33.75
251510	RICHARDSON	DERRICK	T.	20000605	0.35	18.00	6.30
251510	RICHARDSON	DERRICK	T.	20000619	0.50	45.00	22.50
251510	RICHARDSON	DERRICK	T.	20000619	0.50	58.15	29.07
93614	RICHARDSON	GENE	RAY	19990927	0.35	55.00	19.25
93614	RICHARDSON	GENE	RAY	19990927	0.55	22.25	12.23
93614	RICHARDSON	GENE	RAY	19991011	0.50	75.00	37.50
93614	RICHARDSON	GENE	RAY	19991011	0.55	41.00	22.55

PLAINTIFF'S EXHIBIT F

3475

A - 1301
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
93614	RICHARDSON	GENE	RAY	19991025	0.50	69.25	34.62
93614	RICHARDSON	GENE	RAY	19991108	0.50	37.50	18.75
93614	RICHARDSON	GENE	RAY	19991108	0.55	31.50	17.32
93614	RICHARDSON	GENE	RAY	19991122	0.50	66.67	33.33
93614	RICHARDSON	GENE	RAY	19991206	0.50	54.30	27.15
93614	RICHARDSON	GENE	RAY	19991206	0.55	7.52	4.13
93614	RICHARDSON	GENE	RAY	19991220	2.50	2.00	5.00
93614	RICHARDSON	GENE	RAY	19991220	0.50	71.32	35.66
93614	RICHARDSON	GENE	RAY	19991220	0.55	2.30	1.26
93614	RICHARDSON	GENE	RAY	20000103	0.50	34.28	17.14
93614	RICHARDSON	GENE	RAY	20000103	0.55	4.77	2.62
93614	RICHARDSON	GENE	RAY	20000117	0.50	74.47	37.23
93614	RICHARDSON	GENE	RAY	20000117	0.55	0.78	0.42
93614	RICHARDSON	GENE	RAY	20000117	0.50	15.00	7.50
93614	RICHARDSON	GENE	RAY	20000117	0.55	2.00	1.10
93614	RICHARDSON	GENE	RAY	20000131	0.50	64.95	32.47
93614	RICHARDSON	GENE	RAY	20000131	0.55	7.50	4.12
93614	RICHARDSON	GENE	RAY	20000214	0.50	75.00	37.50
93614	RICHARDSON	GENE	RAY	20000214	0.55	1.88	1.03
93614	RICHARDSON	GENE	RAY	20000228	0.50	67.50	33.75
93614	RICHARDSON	GENE	RAY	20000228	1.05	7.50	7.87
93614	RICHARDSON	GENE	RAY	20000313	0.50	75.00	37.50
93614	RICHARDSON	GENE	RAY	20000327	0.50	75.00	37.50
93614	RICHARDSON	GENE	RAY	20000410	0.50	74.73	37.36
93614	RICHARDSON	GENE	RAY	20000424	0.65	75.00	48.75
93614	RICHARDSON	GENE	RAY	20000424	0.75	13.07	9.80
93614	RICHARDSON	GENE	RAY	20000424	0.25	5.92	1.48
93614	RICHARDSON	GENE	RAY	20000508	0.65	75.00	48.75
93614	RICHARDSON	GENE	RAY	20000508	0.75	28.00	21.00
93614	RICHARDSON	GENE	RAY	20000508	0.25	7.25	1.81
93614	RICHARDSON	GENE	RAY	20000522	0.65	67.50	43.87
93614	RICHARDSON	GENE	RAY	20000522	0.75	25.72	19.29
93614	RICHARDSON	GENE	RAY	20000522	0.25	15.00	3.75
93614	RICHARDSON	GENE	RAY	20000605	0.65	67.50	43.87
93614	RICHARDSON	GENE	RAY	20000605	0.75	8.00	6.00
93614	RICHARDSON	GENE	RAY	20000703	0.65	60.00	39.00
93614	RICHARDSON	GENE	RAY	20000703	0.75	14.53	10.89
93614	RICHARDSON	GENE	RAY	20000703	0.35	4.68	1.63
93614	RICHARDSON	GENE	RAY	20000717	0.50	83.63	41.81
93614	RICHARDSON	GENE	RAY	20000731	0.50	97.50	48.75
93614	RICHARDSON	GENE	RAY	20000814	0.50	80.90	40.45
93614	RICHARDSON	GENE	RAY	20000828	0.50	97.21	48.60
93614	RICHARDSON	GENE	RAY	20000911	0.50	85.45	42.72
93614	RICHARDSON	GENE	RAY	20000925	0.50	96.03	48.01
93614	RICHARDSON	GENE	RAY	20001009	0.50	96.85	48.42
93614	RICHARDSON	GENE	RAY	20001023	0.50	112.50	56.25
93614	RICHARDSON	GENE	RAY	20001106	0.50	111.15	55.57
93614	RICHARDSON	GENE	RAY	20001120	0.50	113.18	56.59
93614	RICHARDSON	GENE	RAY	20001204	0.55	81.55	44.85
93614	RICHARDSON	GENE	RAY	20001218	0.50	113.62	56.81
93614	RICHARDSON	GENE	RAY	20010101	0.50	55.08	27.54
93614	RICHARDSON	GENE	RAY	20010115	0.50	90.00	45.00
93614	RICHARDSON	GENE	RAY	20010129	0.50	117.59	58.79
93614	RICHARDSON	GENE	RAY	20010212	0.50	129.68	64.84

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
93614	RICHARDSON	GENE	RAY	20010226	0.50	100.02	50.01
93614	RICHARDSON	GENE	RAY	20010326	0.50	112.50	56.25
93614	RICHARDSON	GENE	RAY	20010409	0.50	101.25	50.62
93614	RICHARDSON	GENE	RAY	20010423	0.50	112.50	56.25
93614	RICHARDSON	GENE	RAY	20010507	0.50	112.50	56.25
93614	RICHARDSON	GENE	RAY	20010521	0.50	98.63	49.31
93614	RICHARDSON	GENE	RAY	20010604	0.50	101.74	50.87
93614	RICHARDSON	GENE	RAY	20010618	0.50	111.72	55.86
93614	RICHARDSON	GENE	RAY	20010702	0.50	101.25	50.62
93614	RICHARDSON	GENE	RAY	20010716	0.50	99.86	49.93
93614	RICHARDSON	GENE	RAY	20010730	0.50	111.72	55.86
93614	RICHARDSON	GENE	RAY	20010813	0.50	129.33	64.66
93614	RICHARDSON	GENE	RAY	20010827	0.50	111.80	55.90
93614	RICHARDSON	GENE	RAY	20010910	0.50	133.57	66.78
93614	RICHARDSON	GENE	RAY	20010924	0.50	87.75	43.87
93614	RICHARDSON	GENE	RAY	20011008	0.50	139.74	69.87
93614	RICHARDSON	GENE	RAY	20011022	0.50	143.00	71.50
93614	RICHARDSON	GENE	RAY	20011105	0.50	130.95	65.47
93614	RICHARDSON	GENE	RAY	20011119	0.50	121.50	60.75
93614	RICHARDSON	GENE	RAY	20011203	0.50	103.95	51.97
93614	RICHARDSON	GENE	RAY	20011217	0.50	139.10	69.55
93614	RICHARDSON	GENE	RAY	20011231	0.50	65.88	32.94
93614	RICHARDSON	GENE	RAY	20020114	0.50	93.60	46.80
93614	RICHARDSON	GENE	RAY	20020128	0.50	118.66	59.33
93614	RICHARDSON	GENE	RAY	20020211	0.50	133.79	66.89
93614	RICHARDSON	GENE	RAY	20020225	0.50	139.79	69.89
93614	RICHARDSON	GENE	RAY	20020311	0.50	132.26	66.13
93614	RICHARDSON	GENE	RAY	20020325	0.50	127.35	63.67
93614	RICHARDSON	GENE	RAY	20020408	0.50	117.72	58.86
93614	RICHARDSON	GENE	RAY	20020422	0.50	123.21	61.60
93614	RICHARDSON	GENE	RAY	20020506	0.50	141.98	70.99
93614	RICHARDSON	GENE	RAY	20020520	0.50	122.18	61.09
93614	RICHARDSON	GENE	RAY	20020603	0.50	113.49	56.74
93614	RICHARDSON	GENE	RAY	20020617	0.50	127.49	63.74
93614	RICHARDSON	GENE	RAY	20020701	0.50	122.08	61.04
93614	RICHARDSON	GENE	RAY	20020715	0.50	109.48	54.74
93614	RICHARDSON	GENE	RAY	20020729	0.50	117.27	58.63
93614	RICHARDSON	GENE	RAY	20020812	0.50	112.10	56.05
93614	RICHARDSON	GENE	RAY	20020826	0.50	125.73	62.86
93614	RICHARDSON	GENE	RAY	20020909	0.50	108.00	54.00
93614	RICHARDSON	GENE	RAY	20020923	0.50	121.50	60.75
93614	RICHARDSON	GENE	RAY	20021007	0.50	153.26	76.63
93614	RICHARDSON	GENE	RAY	20021021	0.50	141.75	70.87
93614	RICHARDSON	GENE	RAY	20021104	0.50	141.75	70.87
93614	RICHARDSON	GENE	RAY	20021118	0.50	134.57	67.28
93614	RICHARDSON	GENE	RAY	20021202	0.50	108.00	54.00
93614	RICHARDSON	GENE	RAY	20021216	0.50	114.96	57.48
93614	RICHARDSON	GENE	RAY	20021230	0.50	61.11	30.55
93614	RICHARDSON	GENE	RAY	20030113	0.50	62.58	31.29
93614	RICHARDSON	GENE	RAY	20030127	0.50	97.44	48.72
93614	RICHARDSON	GENE	RAY	20030210	0.50	120.75	60.37
93614	RICHARDSON	GENE	RAY	20030224	0.50	74.93	37.46
93614	RICHARDSON	GENE	RAY	20030310	0.50	121.55	60.77
93614	RICHARDSON	GENE	RAY	20030324	0.50	137.49	68.74

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
93614	RICHARDSON	GENE	RAY	20030407	0.50	93.93	46.96
93614	RICHARDSON	GENE	RAY	20030421	0.50	100.28	50.14
93614	RICHARDSON	GENE	RAY	20030505	0.50	103.32	51.66
93614	RICHARDSON	GENE	RAY	20030519	0.50	144.85	72.42
93614	RICHARDSON	GENE	RAY	20030602	0.50	125.06	62.53
93614	RICHARDSON	GENE	RAY	20030616	0.50	163.03	81.51
93614	RICHARDSON	GENE	RAY	20030630	0.50	157.25	78.62
93614	RICHARDSON	GENE	RAY	20030714	0.50	141.75	70.87
93614	RICHARDSON	GENE	RAY	20030728	0.50	152.21	76.10
93614	RICHARDSON	GENE	RAY	20030811	0.50	128.00	64.00
93614	RICHARDSON	GENE	RAY	20030825	0.50	154.50	77.25
93614	RICHARDSON	GENE	RAY	20030908	0.50	134.99	67.49
93614	RICHARDSON	GENE	RAY	20030922	0.50	154.81	77.40
93614	RICHARDSON	GENE	RAY	20031006	0.50	148.87	74.43
93614	RICHARDSON	GENE	RAY	20031020	0.50	150.30	75.15
93614	RICHARDSON	GENE	RAY	20031103	0.50	139.15	69.57
93614	RICHARDSON	GENE	RAY	20031117	0.50	159.49	79.74
93614	RICHARDSON	GENE	RAY	20031201	0.50	134.53	67.26
93614	RICHARDSON	GENE	RAY	20031215	0.50	144.25	72.12
93614	RICHARDSON	GENE	RAY	20031229	0.50	137.71	68.85
93614	RICHARDSON	GENE	RAY	20040112	0.50	89.32	44.66
93614	RICHARDSON	GENE	RAY	20040126	0.50	143.40	71.70
93614	RICHARDSON	GENE	RAY	20040209	0.50	164.49	82.24
93614	RICHARDSON	GENE	RAY	20040223	0.50	153.40	76.70
93614	RICHARDSON	GENE	RAY	20040308	0.50	162.62	81.31
93614	RICHARDSON	GENE	RAY	20040322	0.50	165.00	82.50
93614	RICHARDSON	GENE	RAY	20040405	0.50	158.47	79.23
93614	RICHARDSON	GENE	RAY	20040419	0.50	148.96	74.48
93614	RICHARDSON	GENE	RAY	20040503	0.50	160.71	80.35
93614	RICHARDSON	GENE	RAY	20040517	0.50	144.87	72.43
93614	RICHARDSON	GENE	RAY	20040531	0.50	144.61	72.30
232574	RICHARDSON	ISAAC		19991011	0.50	74.75	37.37
232574	RICHARDSON	ISAAC		19991011	0.55	22.50	12.37
232574	RICHARDSON	ISAAC		19991025	0.50	70.75	35.37
232574	RICHARDSON	ISAAC		19991108	0.50	37.50	18.75
232574	RICHARDSON	ISAAC		19991108	0.55	16.00	8.80
232574	RICHARDSON	ISAAC		19991122	0.50	66.98	33.49
232574	RICHARDSON	ISAAC		19991122	0.55	14.55	8.00
232574	RICHARDSON	ISAAC		19991206	0.50	53.18	26.59
232574	RICHARDSON	ISAAC		19991206	0.55	5.00	2.75
232574	RICHARDSON	ISAAC		19991220	2.50	2.00	5.00
232574	RICHARDSON	ISAAC		19991220	0.50	74.48	37.24
232574	RICHARDSON	ISAAC		19991220	0.55	7.50	4.12
232574	RICHARDSON	ISAAC		20000103	0.50	30.83	15.41
232574	RICHARDSON	ISAAC		20000103	0.55	2.18	1.19
232574	RICHARDSON	ISAAC		20000117	0.50	74.90	37.45
232574	RICHARDSON	ISAAC		20000117	0.50	15.00	7.50
232574	RICHARDSON	ISAAC		20000117	0.55	4.00	2.20
232574	RICHARDSON	ISAAC		20000131	0.50	64.00	32.00
232574	RICHARDSON	ISAAC		20000214	0.50	75.00	37.50
232574	RICHARDSON	ISAAC		20000214	0.80	6.50	5.20
232574	RICHARDSON	ISAAC		20000214	0.55	5.50	3.02
232574	RICHARDSON	ISAAC		20000228	0.50	67.50	33.75
232574	RICHARDSON	ISAAC		20000228	1.05	15.00	15.75

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: GENE RICHARDSON
SCDC NUMBER: 93614 NOV 04 2004
INSTITUTION: Lieber Corr. Inst. PP
HOUSING UNIT: C-A-46
WORK ASSIGNMENT: P.I. - II

Office Use Only
Grievance No. LCI 0779-04
Code: General RMY
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Adkins & Wicker do require payment of prevailing Wages. Adkins & Wicker further allow this issue of payment of Wages under S.C. Code 24-3-430 to be grieved pursuant to SCDC's grievance procedure. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our Wages. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04.

Gene R. Richardson 11-02-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Gene R. Richardson 05-22-07 Jack L Davis 5-22-07
Grievant Signature Date ~~IGC~~ IGA Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

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Ackerman 5-6-11 3118

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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RICHARDSON LCI-0779-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on September 9, 1999 and that your participation in this project ended on February 7, 2006.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over five (5) years after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Gene Richardson, #93614,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07-ALJ-04-_____-____

GRIEVANCE NO.: _____

Notice is hereby given that Gene Richardson does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Gene Richardson
Appellant's Name

Lieber C.I.
P.O. Box 205
Mailing Address

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
GENE RICHARDSON, #93614	)	
	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
	)	
Respondent/Appellee.	)	

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Isaac Richardson
SCDC NUMBER: 232574
INSTITUTION: Lieber C.I.
HOUSING UNIT: Cooper B2 ✓
WORK ASSIGNMENT: Prison Industry #2

Office Use Only
Grievance No. Lieber 0684-04
Code: General MV EE
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
The department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry program when they only paid me .35¢ (thirty five cents) an hour and not Revailing wage as required under South Carolina Code ANN. Sec. 24-3-430 (A-7) as well as fact that from 1998-03 they denied me Prevailing wage

ACTION REQUESTED: All money due to me be paid at Prevailing wage and overtime rate and Prevailing wage be paid Now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed ordered to file Grievance by Court Wicker V. S.C.D.C., Adkins V. SCDC

Isaac Richardson 9-23
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3489

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3125

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3490

S/K J. Richardson, #232574 LC10684-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3452

AMENDMENT TO GRIEVANCE OF ISAAC RICHARDSON, #232574

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for 478.20 hours in 1999 at $9.68 per hour; 1419.45 hours in 2000 at $10.66 per hour; 765.10 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 6532.69 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Isaac Richardson 2/4/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1304-1306; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	MX 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	MX 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	MX 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	MX 0	2	12/15/00	12/20/01
MO IE	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	MX 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 23	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00



A - 0792
June 2004

3494

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 WSW. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT C

3495

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

PLAINTIFF'S EXHIBIT C

Ackerman 5-6-11 3132

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
93614	RICHARDSON	GENE	RAY	20030407	0.50	93.93	46.96
93614	RICHARDSON	GENE	RAY	20030421	0.50	100.28	50.14
93614	RICHARDSON	GENE	RAY	20030505	0.50	103.32	51.66
93614	RICHARDSON	GENE	RAY	20030519	0.50	144.85	72.42
93614	RICHARDSON	GENE	RAY	20030602	0.50	125.06	62.53
93614	RICHARDSON	GENE	RAY	20030616	0.50	163.03	81.51
93614	RICHARDSON	GENE	RAY	20030630	0.50	157.25	78.62
93614	RICHARDSON	GENE	RAY	20030714	0.50	141.75	70.87
93614	RICHARDSON	GENE	RAY	20030728	0.50	152.21	76.10
93614	RICHARDSON	GENE	RAY	20030811	0.50	128.00	64.00
93614	RICHARDSON	GENE	RAY	20030825	0.50	154.50	77.25
93614	RICHARDSON	GENE	RAY	20030908	0.50	134.99	67.49
93614	RICHARDSON	GENE	RAY	20030922	0.50	154.81	77.40
93614	RICHARDSON	GENE	RAY	20031006	0.50	148.87	74.43
93614	RICHARDSON	GENE	RAY	20031020	0.50	150.30	75.15
93614	RICHARDSON	GENE	RAY	20031103	0.50	139.15	69.57
93614	RICHARDSON	GENE	RAY	20031117	0.50	159.49	79.74
93614	RICHARDSON	GENE	RAY	20031201	0.50	134.53	67.26
93614	RICHARDSON	GENE	RAY	20031215	0.50	144.25	72.12
93614	RICHARDSON	GENE	RAY	20031229	0.50	137.71	68.85
93614	RICHARDSON	GENE	RAY	20040112	0.50	89.32	44.66
93614	RICHARDSON	GENE	RAY	20040126	0.50	143.40	71.70
93614	RICHARDSON	GENE	RAY	20040209	0.50	164.49	82.24
93614	RICHARDSON	GENE	RAY	20040223	0.50	153.40	76.70
93614	RICHARDSON	GENE	RAY	20040308	0.50	162.62	81.31
93614	RICHARDSON	GENE	RAY	20040322	0.50	165.00	82.50
93614	RICHARDSON	GENE	RAY	20040405	0.50	158.47	79.23
93614	RICHARDSON	GENE	RAY	20040419	0.50	148.96	74.48
93614	RICHARDSON	GENE	RAY	20040503	0.50	160.71	80.35
93614	RICHARDSON	GENE	RAY	20040517	0.50	144.87	72.43
93614	RICHARDSON	GENE	RAY	20040531	0.50	144.61	72.30
232574	RICHARDSON	ISAAC		19991011	0.50	74.75	37.37
232574	RICHARDSON	ISAAC		19991011	0.55	22.50	12.37
232574	RICHARDSON	ISAAC		19991025	0.50	70.75	35.37
232574	RICHARDSON	ISAAC		19991108	0.50	37.50	18.75
232574	RICHARDSON	ISAAC		19991108	0.55	16.00	8.80
232574	RICHARDSON	ISAAC		19991122	0.50	66.98	33.49
232574	RICHARDSON	ISAAC		19991122	0.55	14.55	8.00
232574	RICHARDSON	ISAAC		19991206	0.50	53.18	26.59
232574	RICHARDSON	ISAAC		19991206	0.55	5.00	2.75
232574	RICHARDSON	ISAAC		19991220	2.50	2.00	5.00
232574	RICHARDSON	ISAAC		19991220	0.50	74.48	37.24
232574	RICHARDSON	ISAAC		19991220	0.55	7.50	4.12
232574	RICHARDSON	ISAAC		20000103	0.50	30.83	15.41
232574	RICHARDSON	ISAAC		20000103	0.55	2.18	1.19
232574	RICHARDSON	ISAAC		20000117	0.50	74.90	37.45
232574	RICHARDSON	ISAAC		20000117	0.50	15.00	7.50
232574	RICHARDSON	ISAAC		20000117	0.55	4.00	2.20
232574	RICHARDSON	ISAAC		20000131	0.50	64.00	32.00
232574	RICHARDSON	ISAAC		20000214	0.50	75.00	37.50
232574	RICHARDSON	ISAAC		20000214	0.80	6.50	5.20
232574	RICHARDSON	ISAAC		20000214	0.55	5.50	3.02
232574	RICHARDSON	ISAAC		20000228	0.50	67.50	33.75
232574	RICHARDSON	ISAAC		20000228	1.05	15.00	15.75

PLAINTIFF'S EXHIBIT F 3497

A - 1304
June 2004

Ackerman 5-6-11 3133

Inmate ID	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
232574	RICHARDSON	ISAAC		20000313	0.50	68.18	34.09
232574	RICHARDSON	ISAAC		20000327	0.50	75.00	37.50
232574	RICHARDSON	ISAAC		20000327	0.55	2.00	1.10
232574	RICHARDSON	ISAAC		20000410	0.50	75.00	37.50
232574	RICHARDSON	ISAAC		20000410	0.55	2.48	1.36
232574	RICHARDSON	ISAAC		20000410	0.80	7.50	6.00
232574	RICHARDSON	ISAAC		20000424	0.65	75.00	48.75
232574	RICHARDSON	ISAAC		20000424	0.75	7.00	5.25
232574	RICHARDSON	ISAAC		20000424	0.25	7.00	1.75
232574	RICHARDSON	ISAAC		20000508	0.50	58.15	29.07
232574	RICHARDSON	ISAAC		20000522	0.65	67.50	43.87
232574	RICHARDSON	ISAAC		20000522	0.75	11.88	8.91
232574	RICHARDSON	ISAAC		20000522	0.25	14.20	3.55
232574	RICHARDSON	ISAAC		20000605	0.65	67.50	43.87
232574	RICHARDSON	ISAAC		20000605	0.75	9.22	6.91
232574	RICHARDSON	ISAAC		20000605	0.25	7.02	1.75
232574	RICHARDSON	ISAAC		20000703	0.65	60.00	39.00
232574	RICHARDSON	ISAAC		20000703	0.55	5.45	2.99
232574	RICHARDSON	ISAAC		20000703	0.35	4.70	1.64
232574	RICHARDSON	ISAAC		20000717	0.50	83.39	41.69
232574	RICHARDSON	ISAAC		20000731	0.50	97.84	48.92
232574	RICHARDSON	ISAAC		20001106	0.50	65.70	32.85
232574	RICHARDSON	ISAAC		20001120	0.50	52.78	26.39
232574	RICHARDSON	ISAAC		20001204	0.50	48.89	24.44
232574	RICHARDSON	ISAAC		20001218	0.50	89.19	44.59
232574	RICHARDSON	ISAAC		20010101	0.50	29.48	14.74
232574	RICHARDSON	ISAAC		20010129	0.50	60.90	30.45
232574	RICHARDSON	ISAAC		20010212	0.50	65.16	32.58
232574	RICHARDSON	ISAAC		20010226	0.50	41.67	20.83
232574	RICHARDSON	ISAAC		20010312	0.50	58.26	29.13
232574	RICHARDSON	ISAAC		20010326	0.50	49.48	24.74
232574	RICHARDSON	ISAAC		20010409	0.50	44.92	22.46
232574	RICHARDSON	ISAAC		20010423	0.50	29.60	14.80
232574	RICHARDSON	ISAAC		20010507	0.50	99.53	49.76
232574	RICHARDSON	ISAAC		20010521	0.50	44.18	22.09
232574	RICHARDSON	ISAAC		20010604	0.50	82.64	41.32
232574	RICHARDSON	ISAAC		20010618	0.50	91.26	45.63
232574	RICHARDSON	ISAAC		20010702	0.50	97.50	48.75
232574	RICHARDSON	ISAAC		20010716	0.50	81.34	40.67
232574	RICHARDSON	ISAAC		20010730	0.50	109.53	54.76
232574	RICHARDSON	ISAAC		20010813	0.50	98.44	49.22
232574	RICHARDSON	ISAAC		20010827	0.50	117.19	58.59
232574	RICHARDSON	ISAAC		20010910	0.50	114.12	57.06
232574	RICHARDSON	ISAAC		20010924	0.50	130.25	65.12
232574	RICHARDSON	ISAAC		20011008	0.50	117.63	58.81
232574	RICHARDSON	ISAAC		20011022	0.50	100.46	50.23
232574	RICHARDSON	ISAAC		20011105	0.50	109.16	54.58
232574	RICHARDSON	ISAAC		20011119	0.50	126.28	63.14
232574	RICHARDSON	ISAAC		20011203	0.50	99.03	49.51
232574	RICHARDSON	ISAAC		20011217	0.50	135.88	67.94
232574	RICHARDSON	ISAAC		20011231	0.50	60.04	30.02
232574	RICHARDSON	ISAAC		20020506	0.50	25.59	12.79
232574	RICHARDSON	ISAAC		20020520	0.50	40.89	20.44
232574	RICHARDSON	ISAAC		20020603	0.50	38.80	19.40

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
232574	RICHARDSON	ISAAC		20020617	0.50	68.13	34.06
232574	RICHARDSON	ISAAC		20020701	0.50	65.75	32.87
232574	RICHARDSON	ISAAC		20020715	0.50	57.08	28.54
232574	RICHARDSON	ISAAC		20020729	0.50	68.56	34.28
232574	RICHARDSON	ISAAC		20020812	0.50	75.52	37.76
232574	RICHARDSON	ISAAC		20020826	0.50	76.20	38.10
232574	RICHARDSON	ISAAC		20020909	0.50	66.14	33.07
232574	RICHARDSON	ISAAC		20020923	0.50	96.83	48.41
232574	RICHARDSON	ISAAC		20021007	0.50	83.16	41.58
232574	RICHARDSON	ISAAC		20021021	0.50	35.06	17.53
232574	RICHARDSON	ISAAC		20021104	0.50	98.25	49.12
232574	RICHARDSON	ISAAC		20021118	0.50	122.54	61.27
232574	RICHARDSON	ISAAC		20021202	0.50	87.24	43.62
232574	RICHARDSON	ISAAC		20021216	0.50	100.50	50.25
232574	RICHARDSON	ISAAC		20021230	0.50	53.36	26.68
232574	RICHARDSON	ISAAC		20030113	0.50	43.98	21.99
232574	RICHARDSON	ISAAC		20030127	0.50	77.13	38.56
232574	RICHARDSON	ISAAC		20030210	0.50	94.13	47.06
232574	RICHARDSON	ISAAC		20030224	0.50	106.44	53.22
232574	RICHARDSON	ISAAC		20030310	0.50	82.40	41.20
232574	RICHARDSON	ISAAC		20030324	0.50	44.05	22.02
232574	RICHARDSON	ISAAC		20030407	0.50	97.28	48.64
232574	RICHARDSON	ISAAC		20030421	0.50	83.45	41.72
232574	RICHARDSON	ISAAC		20030505	0.50	47.29	23.64
232574	RICHARDSON	ISAAC		20030519	0.50	99.21	49.60
232574	RICHARDSON	ISAAC		20030602	0.50	89.93	44.96
232574	RICHARDSON	ISAAC		20030616	0.50	126.25	63.12
232574	RICHARDSON	ISAAC		20030630	0.50	116.03	58.01
232574	RICHARDSON	ISAAC		20030714	0.50	128.85	64.42
232574	RICHARDSON	ISAAC		20030728	0.50	118.44	59.22
232574	RICHARDSON	ISAAC		20030811	0.50	92.28	46.14
232574	RICHARDSON	ISAAC		20030825	0.50	123.39	61.69
232574	RICHARDSON	ISAAC		20030908	0.50	79.70	39.85
232574	RICHARDSON	ISAAC		20030922	0.50	93.38	46.69
232574	RICHARDSON	ISAAC		20031006	0.50	99.45	49.72
232574	RICHARDSON	ISAAC		20031020	0.50	110.11	55.05
232574	RICHARDSON	ISAAC		20031103	0.50	109.94	54.97
232574	RICHARDSON	ISAAC		20031117	0.50	111.96	55.98
232574	RICHARDSON	ISAAC		20031201	0.50	90.58	45.29
232574	RICHARDSON	ISAAC		20031215	0.50	108.46	54.23
232574	RICHARDSON	ISAAC		20031229	0.50	99.25	49.62
232574	RICHARDSON	ISAAC		20040112	0.50	70.72	35.36
232574	RICHARDSON	ISAAC		20040126	0.50	125.88	62.94
232574	RICHARDSON	ISAAC		20040209	0.50	134.90	67.45
232574	RICHARDSON	ISAAC		20040223	0.50	154.28	77.14
232574	RICHARDSON	ISAAC		20040308	0.50	144.43	72.21
232574	RICHARDSON	ISAAC		20040322	0.50	158.52	79.26
232574	RICHARDSON	ISAAC		20040405	0.50	144.75	72.37
232574	RICHARDSON	ISAAC		20040419	0.50	122.78	61.39
232574	RICHARDSON	ISAAC		20040503	0.50	116.54	58.27
232574	RICHARDSON	ISAAC		20040517	0.50	126.44	63.22
232574	RICHARDSON	ISAAC		20040531	0.50	101.14	50.57
258786	RICHARDSON	LARON	R.	20000117	0.35	35.62	12.46
258786	RICHARDSON	LARON	R.	20000228	0.50	26.52	13.26

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To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

PLAINTIFF'S EXHIBIT H

3500

RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531.

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-7-04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Richardson, Isaac NOV 0 4 2004
SCDC NUMBER: #232574 PP
INSTITUTION: Lieber Corr.Inst.
HOUSING UNIT: Cooper B-02
WORK ASSIGNMENT: FI-02

Office Use Only
Grievance No. LCI 068404
Code: General VM
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Aakins and Wicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Aakins 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.

Isaac Richardson 11-3-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

S. M. Hall 5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Isaac Richardson 5-22-07 Jean Rambo 5/22/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

35-03

Ackerman 5-6-11 3139

RICHARDSON LCI-0684-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 3, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 8, 2002 and that, as of the date of this response, you are still participating in this project.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 2 ½ years after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Isaac Richardson, #232574,
Appellant,
vs.
South Carolina Department of Corrections,
Respondent.

NOTICE OF APPEAL

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Isaac Richardson does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-22-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.
2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.
3. Applying §13.1 to these facts violated due process.
4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.
5. Grievance proved all elements of claim for prevailing/negot. wages.
6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.
7. To extent Appellant worked OT he is entitled to it under SCDC policy
8. Appellant claims pre/post judgment interest, costs and attorney fees

Isaac Richardson
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
6-6-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
ISAAC RICHARDSON, #232574	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 7th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

Office Use Only
Grievance No. Lieber 0606-04
Code: General MY
Nelson
Adj. Com.
Class.
Date Received SEP 22 2004
IGC Initials LC

INMATE NAME: Laron Richardson
SCDC NUMBER: 258286
INSTITUTION: Lieber, CRC
HOUSING UNIT: Orando - A-113
WORK ASSIGNMENT: Dorm Worker

STATE GRIEVANCE (Include documentation, and date of incident; if SCDC Policy, indicate which policy; if Nelson Decree, specify which section of decree)

The department is asked to review and determine whether I am entitled to recieve back wages which by law are due to me from working at Prison Industries Program when they paid me .35 an hour and not under Prevailing wage statute South Carolina Code Ann Sec 24-3-430 (A-F) which is basis of of my Grievance applys and likewise note that under law the department is asked to Pay at Prevailing wage not $ 4. an hour currently getting now from Williams Tech. as well as overtime Rate of Pay under law

ACTION REQUESTED:
That inmate be Paid prevailing wages and over time Rate of pay under law and that prevailing wage be paid.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed and ordered to file grievance by court.

Laron Richardson 9-23-04
Grievant Signature Date

INFORMAL RESOLUTION BY IGC:

See Wardens response.

3509 [signature] 10/28/04
IGC Signature Date

☐ I accept the informal resolution and consider the matter closed.
☐ I do not accept the informal resolution. I wish to appeal to the Warden. N/A

Ackerman 5-6-11 3145

WARDEN'S DECISION AND REASON:

See attachment.

☐ I accept
☒ I do not accept.

Warden Signature — Date: Oct. 28, 04

I hereby acknowledge receipt of the Warden's response. My signature in no way indicates my acceptance of the decision.

Grievant Signature — Date: 10-29-04

IGC Signature — Date: 10/29/04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within seven (7) days of an alleged incident; Policy or Nelson at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the Regional Director with

3510

Inmate L. Richardson, #258782 CC10646-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3511

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.

3512

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Larry Richardson NOV 04 2004
SCDC NUMBER: 258786
INSTITUTION: Lieber. Corr. Inst RECEIVED
HOUSING UNIT: WA-100 - A113 MAY 29 2007
WORK ASSIGNMENT: Dorm Worker

Office Use Only
Grievance No. Lieber0646-04
Code: General XXX
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

ADKins & Wicker do require payment of prevailing wages. Grievants were employed by WTI, and SCDC was WTI's "Agent" in paying our wages. ADKins & Wicker further grieve this issue of payment of wages under SC Code 24-3-130 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporate by reference all exhibits attached to grievances filed by Darrell Williams And Attorney Douglas H. Westbrook on 9-22-04. I appeal the decision of the warden.

Larry Richardson 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Larry Richardson 5-22-07
Grievant Signature Date

IGC Signature 5/22/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

3513

Ackerman 5-6-11 3149

Lieber PI Back Wage Claim Step 2 Reply

Inmate Name	SCDC #	Grievance #
Richardson, Laron	258786	LCI-0646-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 5, 2000 and that your participation in this project ended on August 16, 2000.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court

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Inmate Name	SCDC #	Grievance #
Richardson, Laron	258786	LCI-0646-04

for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over four (4) years after SCDC first paid you for your participation in the project located at Lieber, over four (4) years after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Inmate Name	SCDC #	Grievance #
Richardson, Laron	258786	LCI-0646-04

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Inmate Name	SCDC #	Grievance #
Richardson, Laron	258786	LCI-0646-04

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Laron Richardson, #258786

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Laron Richardson does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Laron Richardson
Appellant's Name

Lieber C.I.
Mailing Address

P.O. Box 205

Ridgeville, SC 29472
City, State, Zip Code

none
Telephone Number

Signed

11-6-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3518

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
LARON RICHARDSON, #258786	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	
	)	

I certify that on the 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

3515

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Dennis Richey
SCDC NUMBER: 233472
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-59
WORK ASSIGNMENT: PI 2

Office Use Only
Grievance No. Lieber 0617-04
Code: General CM
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 ~~will~~ whether I am entitled to recieve back wages due to me from working at lieber prison industry program where they paid me only .35¢ an hour. and not prevailing wage as required under ~~such~~ South Carolina code Ann 24-3-430(A), (B) as well as fact that from 1998-2003. They denied me prevailing wage.

ACTION REQUESTED:

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Law suit has been filed, court order to file a grievance by the court, Wicker v. SCDC and Adkins v. SCDC.

Dennis Richey 9-23-04
Grievant Signature Date

ACTION TAKEN BY IGC:

Inmate Richey: See Warden's response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

3520

Ackerman 5-6-11 3156

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Dennis Rickey — 11-02-04
Grievant Signature — Date

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3521

Inmate D. Ricker, #233472 LCI 0017-04

I. find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3523

AMENDMENT TO GRIEVANCE OF DENNIS RICHEY, #233472

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code S24-3-310; 430. From 1999 to July 2001, S24-3-430 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, S37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 1741.70 hours in 2000 at $10.66 per hour; 1220.37 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5941.52 hours* in 7-1-01 to present at $4 per hour; less wages paid, S24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Dennis Richey 2-08-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1307-1308; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3524

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	M X 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	M X 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	M X 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	M X 0	2	12/15/00	12/20/01
MO IE	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	M X 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3525

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT C

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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

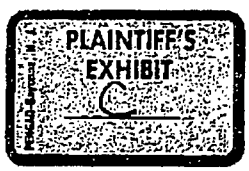
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
258786	RICHARDSON	LARON	R.	20000228	1.05	7.50	7.87
258786	RICHARDSON	LARON	R.	20000313	0.50	70.95	35.47
258786	RICHARDSON	LARON	R.	20000313	0.55	6.50	3.57
258786	RICHARDSON	LARON	R.	20000327	0.35	61.63	21.57
258786	RICHARDSON	LARON	R.	20000410	0.35	58.95	20.63
258786	RICHARDSON	LARON	R.	20000424	0.35	60.45	21.15
258786	RICHARDSON	LARON	R.	20000508	0.50	68.67	34.33
258786	RICHARDSON	LARON	R.	20000703	0.35	54.78	19.17
258786	RICHARDSON	LARON	R.	20000717	0.50	29.56	14.78
258786	RICHARDSON	LARON	R.	20000731	0.50	44.95	22.47
258786	RICHARDSON	LARON	R.	20000814	0.50	39.64	19.82
258786	RICHARDSON	LARON	R.	20000828	0.50	20.38	10.19
233472	RICHEY	DENNIS	ROBERT	20000214	0.35	60.00	21.00
233472	RICHEY	DENNIS	ROBERT	20000228	0.35	66.52	23.28
233472	RICHEY	DENNIS	ROBERT	20000313	0.35	67.50	23.62
233472	RICHEY	DENNIS	ROBERT	20000327	0.35	72.72	25.45
233472	RICHEY	DENNIS	ROBERT	20000410	0.50	75.00	37.50
233472	RICHEY	DENNIS	ROBERT	20000424	0.50	75.83	37.91
233472	RICHEY	DENNIS	ROBERT	20000508	0.50	75.00	37.50
233472	RICHEY	DENNIS	ROBERT	20000508	0.80	5.38	4.30
233472	RICHEY	DENNIS	ROBERT	20000522	0.50	67.50	33.75
233472	RICHEY	DENNIS	ROBERT	20000522	0.80	7.50	6.00
233472	RICHEY	DENNIS	ROBERT	20000605	0.50	67.50	33.75
233472	RICHEY	DENNIS	ROBERT	20000703	0.50	60.00	30.00
233472	RICHEY	DENNIS	ROBERT	20000703	0.55	4.83	2.65
233472	RICHEY	DENNIS	ROBERT	20000703	0.35	7.50	2.62
233472	RICHEY	DENNIS	ROBERT	20000717	0.50	67.25	33.62
233472	RICHEY	DENNIS	ROBERT	20000731	0.50	74.97	37.48
233472	RICHEY	DENNIS	ROBERT	20000814	0.50	66.23	33.11
233472	RICHEY	DENNIS	ROBERT	20000828	0.50	74.32	37.16
233472	RICHEY	DENNIS	ROBERT	20000911	0.50	65.05	32.52
233472	RICHEY	DENNIS	ROBERT	20000925	0.50	96.90	48.45
233472	RICHEY	DENNIS	ROBERT	20001009	0.50	96.43	48.21
233472	RICHEY	DENNIS	ROBERT	20001023	0.50	97.34	48.67
233472	RICHEY	DENNIS	ROBERT	20001106	0.50	88.14	44.07
233472	RICHEY	DENNIS	ROBERT	20001120	0.50	89.44	44.72
233472	RICHEY	DENNIS	ROBERT	20001204	0.50	71.05	35.52
233472	RICHEY	DENNIS	ROBERT	20001218	0.50	102.02	51.01
233472	RICHEY	DENNIS	ROBERT	20010101	0.50	39.78	19.89
233472	RICHEY	DENNIS	ROBERT	20010115	0.50	70.16	35.08
233472	RICHEY	DENNIS	ROBERT	20010129	0.50	55.38	27.69
233472	RICHEY	DENNIS	ROBERT	20010212	0.50	92.83	46.41
233472	RICHEY	DENNIS	ROBERT	20010226	0.50	92.85	46.42
233472	RICHEY	DENNIS	ROBERT	20010312	0.50	112.25	56.12
233472	RICHEY	DENNIS	ROBERT	20010326	0.50	111.15	55.57
233472	RICHEY	DENNIS	ROBERT	20010409	0.50	66.72	33.36
233472	RICHEY	DENNIS	ROBERT	20010423	0.50	112.50	56.25
233472	RICHEY	DENNIS	ROBERT	20010507	0.50	109.46	54.73
233472	RICHEY	DENNIS	ROBERT	20010521	0.50	97.28	48.64
233472	RICHEY	DENNIS	ROBERT	20010604	0.50	92.59	46.29
233472	RICHEY	DENNIS	ROBERT	20010618	0.50	111.15	55.57
233472	RICHEY	DENNIS	ROBERT	20010702	0.50	96.05	48.02
233472	RICHEY	DENNIS	ROBERT	20010716	0.50	89.36	44.68
233472	RICHEY	DENNIS	ROBERT	20010730	0.50	111.71	55.85

PLAINTIFF'S EXHIBIT F

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A - 1307
June 2004

Inmate#	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
233472	RICHEY	DENNIS	ROBERT	20010813	0.50	77.58	38.79
233472	RICHEY	DENNIS	ROBERT	20010827	0.50	108.65	54.32
233472	RICHEY	DENNIS	ROBERT	20010910	0.50	114.75	57.37
233472	RICHEY	DENNIS	ROBERT	20010924	0.50	127.50	63.75
233472	RICHEY	DENNIS	ROBERT	20011008	0.50	127.50	63.75
233472	RICHEY	DENNIS	ROBERT	20011022	0.50	127.50	63.75
233472	RICHEY	DENNIS	ROBERT	20011105	0.50	114.75	57.37
233472	RICHEY	DENNIS	ROBERT	20011119	0.50	112.59	56.29
233472	RICHEY	DENNIS	ROBERT	20011203	0.50	93.62	46.81
233472	RICHEY	DENNIS	ROBERT	20011217	0.50	137.50	68.75
233472	RICHEY	DENNIS	ROBERT	20011231	0.50	59.62	29.81
233472	RICHEY	DENNIS	ROBERT	20020114	0.50	84.20	42.10
233472	RICHEY	DENNIS	ROBERT	20020128	0.50	119.25	59.62
233472	RICHEY	DENNIS	ROBERT	20020211	0.50	127.50	63.75
233472	RICHEY	DENNIS	ROBERT	20020225	0.50	140.25	70.12
233472	RICHEY	DENNIS	ROBERT	20020311	0.50	135.00	67.50
233472	RICHEY	DENNIS	ROBERT	20020325	0.50	135.00	67.50
233472	RICHEY	DENNIS	ROBERT	20020408	0.50	121.50	60.75
233472	RICHEY	DENNIS	ROBERT	20020422	0.50	135.00	67.50
233472	RICHEY	DENNIS	ROBERT	20020506	0.50	135.00	67.50
233472	RICHEY	DENNIS	ROBERT	20020520	0.50	140.25	70.12
233472	RICHEY	DENNIS	ROBERT	20020603	0.50	119.00	59.50
233472	RICHEY	DENNIS	ROBERT	20020617	0.50	135.54	67.77
233472	RICHEY	DENNIS	ROBERT	20020701	0.50	135.00	67.50
233472	RICHEY	DENNIS	ROBERT	20020715	0.50	104.44	52.22
233472	RICHEY	DENNIS	ROBERT	20020729	0.50	131.54	65.77
233472	RICHEY	DENNIS	ROBERT	20020812	0.50	121.50	60.75
233472	RICHEY	DENNIS	ROBERT	20020826	0.50	129.28	64.64
233472	RICHEY	DENNIS	ROBERT	20020909	0.50	117.90	58.95
233472	RICHEY	DENNIS	ROBERT	20020923	0.50	134.24	67.12
233472	RICHEY	DENNIS	ROBERT	20021007	0.50	133.02	66.51
233472	RICHEY	DENNIS	ROBERT	20021021	0.50	132.71	66.35
233472	RICHEY	DENNIS	ROBERT	20021104	0.50	117.00	58.50
233472	RICHEY	DENNIS	ROBERT	20021118	0.50	133.30	66.65
233472	RICHEY	DENNIS	ROBERT	20021202	0.50	122.94	61.47
233472	RICHEY	DENNIS	ROBERT	20021216	0.50	180.29	90.14
233472	RICHEY	DENNIS	ROBERT	20021230	0.50	67.50	33.75
233472	RICHEY	DENNIS	ROBERT	20030113	0.50	88.61	44.30
233472	RICHEY	DENNIS	ROBERT	20030127	0.50	106.11	53.05
233472	RICHEY	DENNIS	ROBERT	20030210	0.50	115.78	57.89
233472	RICHEY	DENNIS	ROBERT	20030224	0.50	91.81	45.90
233472	RICHEY	DENNIS	ROBERT	20030310	0.50	103.70	51.85
233472	RICHEY	DENNIS	ROBERT	20030324	0.50	102.75	51.37
233472	RICHEY	DENNIS	ROBERT	20030407	0.50	75.20	37.60
233472	RICHEY	DENNIS	ROBERT	20030421	0.50	106.44	53.22
233472	RICHEY	DENNIS	ROBERT	20030505	0.50	65.65	32.82
233472	RICHEY	DENNIS	ROBERT	20030519	0.50	111.68	55.84
233472	RICHEY	DENNIS	ROBERT	20030602	0.50	98.00	49.00
233472	RICHEY	DENNIS	ROBERT	20030616	0.50	110.92	55.46
233472	RICHEY	DENNIS	ROBERT	20030630	0.50	74.09	37.04
248474	RIDDLE	WILLIAM	GENE	19990830	0.35	79.25	27.73
248474	RIDDLE	WILLIAM	GENE	19990830	0.55	4.50	2.47
248474	RIDDLE	WILLIAM	GENE	19990913	0.35	72.00	25.20
248474	RIDDLE	WILLIAM	GENE	19990913	0.55	22.75	12.51

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

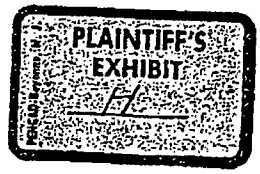
Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers–Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-2-04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Dennis Richey
SCDC NUMBER: 233472 NOV 04 2004
INSTITUTION: ~~Lieber Corr. Inst.~~ RCI
HOUSING UNIT: Cooper B-59
WORK ASSIGNMENT: Dorm

Office Use Only
Grievance No. LCI 0617-04
Code: General MY
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 WTI, and S.C.D.C. were WTI's "Agent" in paying our wages. Adkins & Wicker further allow this issue of payment of wages under S.C. Code 24-3-430 to be grieved pursuant to S.C.D.C's grievance procedures. Grievants incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas Weatbrook on 9-22-04

Dennis Richey 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter

Dennis Richey 5-18-07
Grievant Signature Date

M. L. Nantuth 5/18/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3533

Ackerman 5-6-11 3169

RICHEY LCI-0617-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on January 27, 2000 and that your participation in this project ended on June 23, 2003.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004; and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over four (4) years after SCDC first paid you for your participation in the project located at Lieber, 15 months after your participation in this project ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Dennis Richey, #233472,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07___-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Dennis Richey does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-18-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Dennis Richey
Appellant's Name

Ridgeland C.I.
P.O. Box 2039
Mailing Address

Ridgeland, SC 29936
City, State, Zip Code

none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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Ackerman 5-6-11 3173

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
DENNIS RICHEY, #233472	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Ignacio Rivera JNMATE GRIEVANCE FORM

individually, and on STEP 1
behalf of all inmate employees (IE's)

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: 300429

INSTITUTION: L.C.I

HOUSING UNIT: Cooper B-27 ✓

WORK ASSIGNMENT: PI-9

Office Use Only
Grievance No. Lieber 0732-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 f 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits docume a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 3 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and empl ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F)

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate f 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the fu ture; all as determined from Exhibits A-H; and the time cards, pay stubs, an other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, cost and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's hav verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which wa dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willi et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending] which was certifi a class action representing the class identified in Exh. A. On August 23, 20 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Ignacio Rivera 9-27-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

C. Corley 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3539

Ackerman 5-6-11 3175

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature — Date: Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☒ I do not accept the Warden's decision and wish to appeal.

Ignacio Rivera — Grievant Signature — Date: 11-2-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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J/M J. Rivera, # 300424 CC1073804

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF IGNACIO RIVERA, #300424

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 103.62 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Ignacio Rivera 2-4-2006
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1312; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	MX 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	MX 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	MX 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	MX 0	2	12/15/00	12/20/01
MO 1E	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	MX 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3594

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT C
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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner

PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
262087	RISH,JR.	CHARLES	DELANO	20020812	0.50	113.76	56.88
262087	RISH,JR.	CHARLES	DELANO	20020826	0.50	116.10	58.05
262087	RISH,JR.	CHARLES	DELANO	20020909	0.50	76.10	38.05
262087	RISH,JR.	CHARLES	DELANO	20020923	0.50	111.60	55.80
262087	RISH,JR.	CHARLES	DELANO	20021007	0.50	115.52	57.76
262087	RISH,JR.	CHARLES	DELANO	20021021	0.50	151.16	75.58
262087	RISH,JR.	CHARLES	DELANO	20021104	0.50	162.46	81.23
262087	RISH,JR.	CHARLES	DELANO	20021118	0.50	180.75	90.37
262087	RISH,JR.	CHARLES	DELANO	20021202	0.50	145.06	72.53
262087	RISH,JR.	CHARLES	DELANO	20021216	0.50	189.40	94.70
262087	RISH,JR.	CHARLES	DELANO	20021230	0.50	98.00	49.00
262087	RISH,JR.	CHARLES	DELANO	20030113	0.50	107.15	53.57
262087	RISH,JR.	CHARLES	DELANO	20030127	0.50	127.90	63.95
262087	RISH,JR.	CHARLES	DELANO	20030210	0.50	155.74	77.87
262087	RISH,JR.	CHARLES	DELANO	20030224	0.50	146.16	73.08
262087	RISH,JR.	CHARLES	DELANO	20030310	0.50	125.82	62.91
262087	RISH,JR.	CHARLES	DELANO	20030324	0.50	112.09	56.04
262087	RISH,JR.	CHARLES	DELANO	20030407	0.50	123.03	61.51
262087	RISH,JR.	CHARLES	DELANO	20030421	0.50	113.27	56.63
262087	RISH,JR.	CHARLES	DELANO	20030505	0.50	86.80	43.40
262087	RISH,JR.	CHARLES	DELANO	20030519	0.50	6.61	3.30
300424	RIVERA	IGNACIO		20040517	0.50	38.48	19.24
300424	RIVERA	IGNACIO		20040517	0.50	30.89	15.44
300424	RIVERA	IGNACIO		20040531	0.50	34.25	17.12
219118	RIVERS	HENRY	GEROME	20020909	0.50	5.25	2.62
186718	RIVERS	TYRONE	J.	20010924	0.50	10.50	5.25
117001	ROBERSON	HAROLD	LONNIE	19991220	2.50	2.00	5.00
117001	ROBERSON	HAROLD	LONNIE	19991220	0.35	65.72	23.00
117001	ROBERSON	HAROLD	LONNIE	19991220	0.55	25.38	13.95
117001	ROBERSON	HAROLD	LONNIE	19991220	0.35	55.70	19.49
117001	ROBERSON	HAROLD	LONNIE	19991220	0.55	5.00	2.75
117001	ROBERSON	HAROLD	LONNIE	20000103	0.35	15.00	5.25
117001	ROBERSON	HAROLD	LONNIE	20000103	0.55	4.30	2.36
117001	ROBERSON	HAROLD	LONNIE	20000117	0.55	7.50	4.12
117001	ROBERSON	HAROLD	LONNIE	20000117	0.50	74.00	37.00
117001	ROBERSON	HAROLD	LONNIE	20000117	0.55	13.57	7.46
117001	ROBERSON	HAROLD	LONNIE	20000117	0.50	15.00	7.50
117001	ROBERSON	HAROLD	LONNIE	20000117	0.55	4.00	2.20
117001	ROBERSON	HAROLD	LONNIE	20000131	0.50	61.58	30.79
117001	ROBERSON	HAROLD	LONNIE	20000214	0.35	66.20	23.17
117001	ROBERSON	HAROLD	LONNIE	20000214	0.80	6.50	5.20
117001	ROBERSON	HAROLD	LONNIE	20000214	0.55	7.50	4.12
117001	ROBERSON	HAROLD	LONNIE	20000214	0.55	5.50	3.02
117001	ROBERSON	HAROLD	LONNIE	20000228	0.35	54.38	19.03
117001	ROBERSON	HAROLD	LONNIE	20000228	0.55	7.50	4.12
117001	ROBERSON	HAROLD	LONNIE	20000228	1.05	7.50	7.87
117001	ROBERSON	HAROLD	LONNIE	20000313	0.50	74.42	37.21
117001	ROBERSON	HAROLD	LONNIE	20000327	0.50	73.82	36.91
117001	ROBERSON	HAROLD	LONNIE	20000327	0.80	7.50	6.00
117001	ROBERSON	HAROLD	LONNIE	20000410	0.50	76.00	38.00
117001	ROBERSON	HAROLD	LONNIE	20000410	0.80	15.00	12.00
117001	ROBERSON	HAROLD	LONNIE	20000424	0.35	44.62	15.61
117001	ROBERSON	HAROLD	LONNIE	20000508	0.50	75.00	37.50
117001	ROBERSON	HAROLD	LONNIE	20000508	0.55	23.72	13.04

PLAINTIFF'S EXHIBIT F

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A - 1312
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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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11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. CG0738-04
Code: General RM
Policy
Disc. Hear.
Class.
Date Received NOV 09 2004
IGC Initials

INMATE NAME: Ignacio Rivera
SCDC NUMBER: 300424 NOV 08 2004 PP
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-27
WORK ASSIGNMENT: P.I. 2

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payment of prevailing wages. Grievants were employed by W.T.I. , and S.C.D.C. was W.T.I.'s "Agent" in paying our wages. Adkins & Wicker further allow this issue of paymemt of wages under S.C. code 24-3-430 to be grieved pursuant to S.C.D.C.'s grievance procedures. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and Attorney Douglas Westbrook on 9-22-04.

Ignacio Rivera 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

IGNACIO RIVERA 5-27-007
Grievant Signature Date

5/24/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

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SCDC 10-5A (November 1997)

INSTRUCTIONS FOR COMPLETING STEP 2 GRIEVANCE FORM

1. Complete form in its entirety, writing only in the space provided for inmate use.
2. State your specific reason for further appeal. Do not submit any new issues for review.
3. Submit this completed form with your original Step 1 attached, to the Institutional Grievance Coordinator within five (5) days of your receipt of the Warden's decision. Do not write in the space provided for the responsible official.
4. The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure.

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RIVERA LCI-0738-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on April 22, 2004 and that, as of the date of this response, you are still participating in this project.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

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Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over five (5) months after SCDC first paid you for your participation in the project located at Lieber and more than 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Ignacio Rivera, #300424

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07__-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that Ignacio Rivera does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-24-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievant proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Ignacio Rivera
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
IGNACIO RIVERA, #300424	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3557

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM

STEP 1

INMATE NAME: Henry Rivers individually, and on behalf of all inmate employees listed on attached Exh. A *

SCDC NUMBER: 219118 (released)

INSTITUTION: Lieber (formerly)

HOUSING UNIT:

WORK ASSIGNMENT:

Office Use Only
Grievance No.
Code: General
Policy
Disc. Hear
Class.
Date Received
IGC Initials

STATE GRIEVANCE (Include documentation, and date of incident if SCDC Policy, indicate which policy) From 1999 to present,** IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fc 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documer a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 3(1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and emplc ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate f 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the fu ture; all as determined from Exhibits A-H; and the time cards, pay stubs, an other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, cost and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's hav verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which wa dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willi et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifi a class action representing the class identified in Exh. A. On August 23, 20 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Grievant Signature Date 12-2-08

** According to Exh. F, former inmate Rivers' pay dates were Sept. 9, 2002, and June 27, 2005 through May 15, 2006.

ACTION TAKEN BY IGC:

Atty for Grievant

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

Grievant Signature Date

SCDC 10-5 (Rev. November 1997) 3558

(CONTINUED ON REVERSE SIDE)

WARDEN'S DECISION AND REASON:

Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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AMENDMENT TO GRIEVANCE OF HENRY RIVERS, #219118

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5.25 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Henry Rivers 2/4/2006
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1312; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	M X 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	M X 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	M X 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	M X 0	2	12/15/00	12/20/01
MO 1E	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	M X 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

PLAINTIFF'S EXHIBIT A

A - 0792
June 2004

3561

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT 3562

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
262087	RISH,JR.	CHARLES	DELANO	20020812	0.50	113.76	56.88
262087	RISH,JR.	CHARLES	DELANO	20020826	0.50	116.10	58.05
262087	RISH,JR.	CHARLES	DELANO	20020909	0.50	76.10	38.05
262087	RISH,JR.	CHARLES	DELANO	20020923	0.50	111.60	55.80
262087	RISH,JR.	CHARLES	DELANO	20021007	0.50	115.52	57.76
262087	RISH,JR.	CHARLES	DELANO	20021021	0.50	151.16	75.58
262087	RISH,JR.	CHARLES	DELANO	20021104	0.50	162.46	81.23
262087	RISH,JR.	CHARLES	DELANO	20021118	0.50	180.75	90.37
262087	RISH,JR.	CHARLES	DELANO	20021202	0.50	145.06	72.53
262087	RISH,JR.	CHARLES	DELANO	20021216	0.50	189.40	94.70
262087	RISH,JR.	CHARLES	DELANO	20021230	0.50	98.00	49.00
262087	RISH,JR.	CHARLES	DELANO	20030113	0.50	107.15	53.57
262087	RISH,JR.	CHARLES	DELANO	20030127	0.50	127.90	63.95
262087	RISH,JR.	CHARLES	DELANO	20030210	0.50	155.74	77.87
262087	RISH,JR.	CHARLES	DELANO	20030224	0.50	146.16	73.08
262087	RISH,JR.	CHARLES	DELANO	20030310	0.50	125.82	62.91
262087	RISH,JR.	CHARLES	DELANO	20030324	0.50	112.09	56.04
262087	RISH,JR.	CHARLES	DELANO	20030407	0.50	123.03	61.51
262087	RISH,JR.	CHARLES	DELANO	20030421	0.50	113.27	56.63
262087	RISH,JR.	CHARLES	DELANO	20030505	0.50	86.80	43.40
262087	RISH,JR.	CHARLES	DELANO	20030519	0.50	6.61	3.30
300424	RIVERA	IGNACIO		20040517	0.50	38.48	19.24
300424	RIVERA	IGNACIO		20040517	0.50	30.89	15.44
300424	RIVERA	IGNACIO		20040531	0.50	34.25	17.12
219118	RIVERS	HENRY	GEROME	20020909	0.50	5.25	2.62
186718	RIVERS	TYRONE	J.	20010924	0.50	10.50	5.25
117001	ROBERSON	HAROLD	LONNIE	19991220	2.50	2.00	5.00
117001	ROBERSON	HAROLD	LONNIE	19991220	0.35	65.72	23.00
117001	ROBERSON	HAROLD	LONNIE	19991220	0.55	25.38	13.95
117001	ROBERSON	HAROLD	LONNIE	19991220	0.35	55.70	19.49
117001	ROBERSON	HAROLD	LONNIE	19991220	0.55	5.00	2.75
117001	ROBERSON	HAROLD	LONNIE	20000103	0.35	15.00	5.25
117001	ROBERSON	HAROLD	LONNIE	20000103	0.55	4.30	2.36
117001	ROBERSON	HAROLD	LONNIE	20000117	0.55	7.50	4.12
117001	ROBERSON	HAROLD	LONNIE	20000117	0.50	74.00	37.00
117001	ROBERSON	HAROLD	LONNIE	20000117	0.55	13.57	7.46
117001	ROBERSON	HAROLD	LONNIE	20000117	0.50	15.00	7.50
117001	ROBERSON	HAROLD	LONNIE	20000117	0.55	4.00	2.20
117001	ROBERSON	HAROLD	LONNIE	20000131	0.50	61.58	30.79
117001	ROBERSON	HAROLD	LONNIE	20000214	0.35	66.20	23.17
117001	ROBERSON	HAROLD	LONNIE	20000214	0.80	6.50	5.20
117001	ROBERSON	HAROLD	LONNIE	20000214	0.55	7.50	4.12
117001	ROBERSON	HAROLD	LONNIE	20000214	0.55	5.50	3.02
117001	ROBERSON	HAROLD	LONNIE	20000228	0.35	54.38	19.03
117001	ROBERSON	HAROLD	LONNIE	20000228	0.55	7.50	4.12
117001	ROBERSON	HAROLD	LONNIE	20000228	1.05	7.50	7.87
117001	ROBERSON	HAROLD	LONNIE	20000313	0.50	74.42	37.21
117001	ROBERSON	HAROLD	LONNIE	20000327	0.50	73.82	36.91
117001	ROBERSON	HAROLD	LONNIE	20000327	0.80	7.50	6.00
117001	ROBERSON	HAROLD	LONNIE	20000410	0.50	76.00	38.00
117001	ROBERSON	HAROLD	LONNIE	20000410	0.80	15.00	12.00
117001	ROBERSON	HAROLD	LONNIE	20000424	0.35	44.62	15.61
117001	ROBERSON	HAROLD	LONNIE	20000508	0.50	75.00	37.50
117001	ROBERSON	HAROLD	LONNIE	20000508	0.55	23.72	13.04



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A - 1312
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Henry Rivers, #219118 released Appellant, vs. South Carolina Department of Corrections, Respondent.	NOTICE OF APPEAL Docket No. 0 -ALJ-04-_____-AP Grievance No. _____

Notice is hereby given that Henry Rivers does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 120 ~~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. 11. Court should grant remedial or injunctive relief under ALC Rules 16 and 23.

Appellant's Name
Henry Rivers
address unknown
Mailing Address

City, State, Zip Code
unknown
Telephone Number

Signed
4-10-09
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

(See reverse side for instructions)

3568

Ackerman 5-6-11 3204

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
HENRY RIVERS, #219118	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 10th day of April, 2009 ~~2008~~, I mailed by first class postage Appellant's Notice of Appeal, and any grievance response provided to me by SCDC, to the following:

(1) The original was mailed for filing with the Administrative Law Court to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

(3) One copy was mailed pursuant to Directive to SCDC Policy GA-01.12 to:

South Carolina Department of Corrections
Office of General Counsel
P.O. Box 21787
Columbia, SC 29221-1787

DH Westbrook

Douglas H. Westbrook

3569

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Harold Roberson

SCDC NUMBER: 117001

INSTITUTION: Lieber Corr. Inst.

HOUSING UNIT: Cooper B-11

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber 067404
Code: General nu
Nelson
Adj. Com.
Class.
Date Received SEP 29 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy; if Nelson Decree, specify which section of decree)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina Code Ann. §24-3-430(A),(7) as well as fact that from 1998-2003 they denied me prevailing wage..

ACTION REQUESTED:

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Harold Roberson 9/23/04
Grievant Signature Date

INFORMAL RESOLUTION BY IGC:

See Warden's response.

IGC Signature 10/28/04 Date

☐ I accept the informal resolution and consider the matter closed.
☑ I do not accept the informal resolution. I wish to appeal to the Warden.

N/A
Grievant Signature Date

SCDC 10-5 (Rev. April 1996)

3570 (CONTINUED ON REVERSE SIDE)

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: Oct. 28, 04

I hereby acknowledge receipt of the Warden's response. My signature in no way indicates my acceptance of the decision.

Harold Robinson 11-2-04
Grievant Signature — Date

IGC Signature — Date: 11-2-04

NSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

- An informal resolution shall be attempted prior to the filing of Step 1.
- Complete each section in its entirety, writing only in the space provided for inmate use.
- Only one (1) issue is to be addressed on each form.
- Submit the completed form to the Institutional Grievance Coordinator within seven (7) days of an alleged incident; Policy or Nelson at any time. Do not write in the space provided for the Warden's response.
- If you are not satisfied with the Warden's decision, you may appeal to the Regional Director within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3571

D/N H. Gobeson, #117001 2E10624-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3572

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3573

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 387 11/07/04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Roberson, Harold L.
SCDC NUMBER: #117001 NOV 0 4 2004 PP
INSTITUTION: Liber Corr. Inst.
HOUSING UNIT: Cooper B-11
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI 0674-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received NOV 08 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Adkins and Wicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved purusant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Harold Roberson 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

Inmate released 1-1-05 GA-01.12 Section 19.1

Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Grievant Signature Date IGC Signature Date

3574

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

Ackerman 5-6-11 3210

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Harold Roberson, #117001 released, deceased,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

Docket No. 0 -ALJ-04-_____-AP

Grievance No. _____

Notice is hereby given that Harold Roberson does hereby appeal the final decision of the South Carolina Department of Corrections dated _____ and received on no final decision issued, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)): 1. Automatic appeal is proper under grievance policy §§13.5, 13.8 and 28 C.F.R. Part 40.7(e) because SCDC did not timely respond to grievance and the 105 day grievance processing period expired without final decision. 2. Grievance contests SCDC wage policy and "concerns policy/procedure" under §13.9 with no time limit to file. 3. There was reasonable cause under §13.9 and (1) no time limit to file and (2) compliance with §13.1. 4. Inmates' class action tolled §13.1. 5. §13.1 denied grievant reasonable time to file and thus due process. 6. SCDC failed to plead §13.1 in step 1 response and considered Amendments on the merits and thus waived §13.1. 7. SCDC was judicially estopped to raise §13.1. 8. Grievant proved all elements of claim, including prevailing wage, period(s) worked and any overtime due. 9. Grievant claims back wages, pre/post judgment interest, costs and attorney fees. 10. SCDC should process grievance for all who worked in program whether or not they personally filed a grievance.

Harold Roberson
Appellant's Name

c/o Mr. Henry Roberson (father)
Mailing Address

201 Henderson St.

Greenville, SC 29611
City, State, Zip Code

(864) 232-4387
Telephone Number

Signed

11-6-08
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3575 (See reverse side for instructions)

Ackerman 5-6-11 3211

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

Don Robinson INMATE GRIEVANCE FORM

individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: # 27520

INSTITUTION: LIEBER

HOUSING UNIT: Cooper-B-43 ✓

WORK ASSIGNMENT: P.I. 2

Office Use Only

Grievance No. Lieber 0784-04

Code: General MH

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 for 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits document a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Williams et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certified a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Donald Williams 9-27-04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlton 10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☒ I do not accept the action taken and wish to appeal. 3576

N/A

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3212

WARDEN'S DECISION AND REASON:

See Attachment.

Warden Signature — Date: O.V. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature — Date: 11-2-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3577

JRK D. Gibson, #277520 LU0784-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3578

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3579

AMENDMENT TO GRIEVANCE OF DONALD ROBINSON, #277520

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3473.58 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

D. Robinson 2-15-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1315-1316; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3580

11-7-04

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: Robinson, Don

SCDC NUMBER: #277520 NOV 08 2004

INSTITUTION: Lieber Corr.Inst. PP

HOUSING UNIT: Cooper B-43

WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. LCI-0784-04
Code: General OBY
Policy
Disc. Hear.
Class.
Date Received NOV 09 2004
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker do require payment of prevailing wages. Grievants were employed by WTI and SCDC was WTI's "agent" in paying our wages. Adkins and Wicker further allow this issue of payment of wages under S.C.Code Ann.§24-3-430 to be grieved purusant to SCDC's grievance procedure. Grievant incorporates by reference all exhibits attached to grievances filed by Darrell Williams and attorney Douglas Westbrook on 9/22/04.

Donald Thompson 11-04-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

6-19-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Thompson 7-31-07 Ramdane 7/31/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3581

Ackerman 5-6-11 3217

ROBINSON LCI-0784-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 4, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 27, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that your first voluntary work assignment in the prison industries project at Lieber began on September 27, 2001 and ended January 13, 2003. Additionally, these records reflect that you returned to this project for a second work assignment that began June 26, 2003 and ended July 13, 2003, and, finally, that you returned to this project for a third work assignment that began on March 15, 2004 and ended on March 7, 2007.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

3582

ROBINSON LCI-0784-04

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance three (3) years after SCDC first paid you for the labor you provided to the project located at Lieber during your first work assignment there and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your Step 1 grievance or your Step 2 appeal.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did

not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "inmate/employee" within your appeal and grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

To the extent that you demand overtime wages in your appeal or grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your appeal and grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal or grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Donald Robinson, #277520,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07___-ALJ-04-_____-____

GRIEVANCE NO.: _____

Notice is hereby given that Donald Robinson does hereby appeal the final decision of the South Carolina Department of Corrections dated 6-19-07 and received on 7-31-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Donald Robinson
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed
8-22-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3585

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
DONALD ROBINSON, #277520	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D. H. Westbrook
Douglas H. Westbrook

3586

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

Darrell S. Rochester individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A.*

SCDC NUMBER: # 146731

INSTITUTION: Lieber Correctional Instit

HOUSING UNIT: Cooper B-25 ✓

WORK ASSIGNMENT: P.I. II

Office Use Only

Grievance No. Lieber 0285-04

Code: General MY

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials 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, 2004 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Darrell S Rochester 9/28/04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response...

J Carlone 10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal. 3587

N/A

Date

Ackerman 5-6-11 3223

WARDEN'S DECISION AND REASON:

See Attachment

Warden Signature Date Oct. 28 04

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3588

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

Darrell S. Rochester individually, and on behalf of all inmate employees (IE's) STEP 1

INMATE NAME: listed on attached Exh. A *

SCDC NUMBER: #146731

INSTITUTION: ~~Lieber Correctional~~ Kershaw

HOUSING UNIT: Cooper A - 25 ✓

WORK ASSIGNMENT: P. I. II

Office Use Only

Grievance No. Lieber 0285-04

Code: General MY

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and employment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Darrell S Rochester 9/28/04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's Response.

E Carlton 10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal.

N/A

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

35-89

Ackerman 5-6-11 3225

WARDEN'S DECISION AND REASON:

SEE ATTACHED

Warden Signature 5-15-07 Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Grievant Signature Date

IGC Signature 5.15.07 Date

IGA

Issued by: A Wardis 5/22/07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3590

J/R D. Rochester, #146731 LCI 0785-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3591

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3592

ROCHESTER LCI-0785-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 1 grievance form dated September 23, 2004 as well as any and all documents you submitted in support of your Step 1 grievance form.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 26, 2003 and that you ended your participation in this project on October 11, 2005.

After carefully considering your grievance and the arguments you made justifying the relief you request, I deny your grievance in its entirety.

As I said at the very beginning of my response, I reviewed your Step 1 form and the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 1 grievance.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and,

3593

specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

In light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, I find that you did not submit your grievance by the deadline set forth in SCDC's inmate grievance policy. I made this finding, because you did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430.

My position is also supported by Administrative Law Judge Anderson's order in Wright, #200123, vs. SCDC, Docket No. 06-ALJ-04-00114-AP and Administrative Law Judge McLeod's order in Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance. In making this finding, I consulted with Lieber's Inmate Grievance Coordinator's [IGC] Office. Representatives of Lieber's IGC Office, in turn, consulted with SCDC's General Counsel's Office and the outside counsel retained by SCDC to defend the inmates' class action lawsuit in the case now known as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Through these consultations, I learned that inmate Darrell Williams, the class representative identified in the inmates' class action lawsuit, filed a Step 1 grievance on September 22, 2004 demanding relief that was similar if not identical to the relief you demanded in your Step 1 grievance. I also learned that Mr. Williams' grievance claimed to be a "class action" grievance on behalf of inmates including you. As a review of your Step 1 grievance clearly shows, you referenced the Step 1 grievance filed by Williams on September 22, 2004 throughout your Step 1 grievance.

Contrary to the claims you made in your Step 1 grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made in your Step 1 grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "inmate/employee" within your Step 1 grievance to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

3594

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your grievance in its entirety.

3595

AMENDMENT TO GRIEVANCE OF DARRELL S. ROCHESTER, #146731

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2150.41 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1319-1320; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

3596

AMENDMENT TO GRIEVANCE OF DARRELL S. ROCHESTER, #146731

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(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1319-1320; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	M X 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	M X 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	M X 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	M X 0	2	12/15/00	12/20/01
MO IE	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	M X 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

PLAINTIFF'S EXHIBIT 4

A - 0792
June 2004

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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT
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Ackerman 5-6-11 3235

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
249454	ROBINSON	JEFFERY		20000410	0.50	74.47	37.23
249454	ROBINSON	JEFFERY		20000424	0.50	75.00	37.50
249454	ROBINSON	JEFFERY		20000508	0.50	74.80	37.40
249454	ROBINSON	JEFFERY		20000522	0.50	67.50	33.75
249454	ROBINSON	JEFFERY		20000522	0.55	20.42	11.23
249454	ROBINSON	JEFFERY		20000522	0.25	21.75	5.43
249454	ROBINSON	JEFFERY		20000605	0.50	65.90	32.95
249454	ROBINSON	JEFFERY		20000619	0.65	75.00	48.75
249454	ROBINSON	JEFFERY		20000619	0.25	2.03	0.50
249454	ROBINSON	JEFFERY		20000619	0.75	2.03	1.52
249454	ROBINSON	JEFFERY		20000703	0.65	60.00	39.00
249454	ROBINSON	JEFFERY		20000703	0.75	10.50	7.87
249454	ROBINSON	JEFFERY		20000703	0.35	4.50	1.57
249454	ROBINSON	JEFFERY		20000717	0.50	97.84	48.92
249454	ROBINSON	JEFFERY		20000731	0.50	97.31	48.65
260289	ROBINSON,JR.	ABRAHAM		20010101	0.50	26.60	13.30
260289	ROBINSON,JR.	ABRAHAM		20010115	0.50	46.55	23.27
260289	ROBINSON,JR.	ABRAHAM		20010129	0.50	59.85	29.92
260289	ROBINSON,JR.	ABRAHAM		20010212	0.50	89.00	44.50
260289	ROBINSON,JR.	ABRAHAM		20010226	0.50	71.20	35.60
260289	ROBINSON,JR.	ABRAHAM		20010312	0.50	89.00	44.50
260289	ROBINSON,JR.	ABRAHAM		20010326	0.50	89.00	44.50
260289	ROBINSON,JR.	ABRAHAM		20010409	0.50	102.40	51.20
260289	ROBINSON,JR.	ABRAHAM		20010423	0.50	89.00	44.50
260289	ROBINSON,JR.	ABRAHAM		20010507	0.50	89.00	44.50
260289	ROBINSON,JR.	ABRAHAM		20010521	0.50	93.50	46.75
260289	ROBINSON,JR.	ABRAHAM		20010604	0.50	80.10	40.05
260289	ROBINSON,JR.	ABRAHAM		20010618	0.50	53.20	26.60
260289	ROBINSON,JR.	ABRAHAM		20010702	0.50	100.35	50.17
260289	ROBINSON,JR.	ABRAHAM		20010716	0.50	100.35	50.17
260289	ROBINSON,JR.	ABRAHAM		20010730	0.50	111.50	55.75
260289	ROBINSON,JR.	ABRAHAM		20010813	0.50	94.45	47.22
260289	ROBINSON,JR.	ABRAHAM		20010827	0.50	111.50	55.75
260289	ROBINSON,JR.	ABRAHAM		20010910	0.50	113.85	56.92
260289	ROBINSON,JR.	ABRAHAM		20010924	0.50	126.50	63.25
260289	ROBINSON,JR.	ABRAHAM		20011008	0.50	126.50	63.25
260289	ROBINSON,JR.	ABRAHAM		20011022	0.50	126.50	63.25
260289	ROBINSON,JR.	ABRAHAM		20011105	0.50	126.50	63.25
260289	ROBINSON,JR.	ABRAHAM		20011119	0.50	130.25	65.12
260289	ROBINSON,JR.	ABRAHAM		20011203	0.50	101.20	50.60
260289	ROBINSON,JR.	ABRAHAM		20011217	0.50	136.50	68.25
260289	ROBINSON,JR.	ABRAHAM		20011231	0.50	70.75	35.37
260289	ROBINSON,JR.	ABRAHAM		20020311	0.50	134.55	67.27
146731	ROCHESTER	DARRELL	S.	20030714	0.50	55.37	27.68
146731	ROCHESTER	DARRELL	S.	20030728	0.50	51.40	25.70
146731	ROCHESTER	DARRELL	S.	20030811	0.50	48.67	24.33
146731	ROCHESTER	DARRELL	S.	20030825	0.50	52.12	26.06
146731	ROCHESTER	DARRELL	S.	20030908	0.50	63.05	31.52
146731	ROCHESTER	DARRELL	S.	20030922	0.50	68.30	34.15
146731	ROCHESTER	DARRELL	S.	20031006	0.50	56.18	28.09
146731	ROCHESTER	DARRELL	S.	20031020	0.50	75.26	37.63
146731	ROCHESTER	DARRELL	S.	20031103	0.50	77.66	38.83
146731	ROCHESTER	DARRELL	S.	20031117	0.50	80.59	40.29
146731	ROCHESTER	DARRELL	S.	20031201	0.50	75.78	37.89



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June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
146731	ROCHESTER	DARRELL	S.	20031215	0.50	78.72	39.36
146731	ROCHESTER	DARRELL	S.	20031229	0.50	81.56	40.78
146731	ROCHESTER	DARRELL	S.	20040112	0.50	65.36	32.68
146731	ROCHESTER	DARRELL	S.	20040126	0.50	97.31	48.65
146731	ROCHESTER	DARRELL	S.	20040209	0.50	112.40	56.20
146731	ROCHESTER	DARRELL	S.	20040223	0.50	131.30	65.65
146731	ROCHESTER	DARRELL	S.	20040308	0.50	121.77	60.88
146731	ROCHESTER	DARRELL	S.	20040322	0.50	132.16	66.08
146731	ROCHESTER	DARRELL	S.	20040405	0.50	116.22	58.11
146731	ROCHESTER	DARRELL	S.	20040419	0.50	100.58	50.29
146731	ROCHESTER	DARRELL	S.	20040503	0.50	162.47	81.23
146731	ROCHESTER	DARRELL	S.	20040517	0.50	136.87	68.43
146731	ROCHESTER	DARRELL	S.	20040531	0.50	109.31	54.65
271094	RODRIQUEZ	ENRIQUE	L.	20010409	0.50	27.34	13.67
271094	RODRIQUEZ	ENRIQUE	L.	20010423	0.50	51.24	25.62
271094	RODRIQUEZ	ENRIQUE	L.	20010507	0.50	44.88	22.44
271094	RODRIQUEZ	ENRIQUE	L.	20010521	0.50	61.08	30.54
271094	RODRIQUEZ	ENRIQUE	L.	20010604	0.50	63.37	31.68
271094	RODRIQUEZ	ENRIQUE	L.	20010618	0.50	71.43	35.71
271094	RODRIQUEZ	ENRIQUE	L.	20010702	0.50	73.39	36.69
271094	RODRIQUEZ	ENRIQUE	L.	20010716	0.50	39.78	19.89
271094	RODRIQUEZ	ENRIQUE	L.	20010730	0.50	72.50	36.25
271094	RODRIQUEZ	ENRIQUE	L.	20010813	0.50	66.97	33.48
271094	RODRIQUEZ	ENRIQUE	L.	20010827	0.50	43.26	21.63
271094	RODRIQUEZ	ENRIQUE	L.	20010910	0.50	77.06	38.53
271094	RODRIQUEZ	ENRIQUE	L.	20010924	0.50	81.56	40.78
271094	RODRIQUEZ	ENRIQUE	L.	20011008	0.50	115.25	57.62
271094	RODRIQUEZ	ENRIQUE	L.	20011022	0.50	114.63	57.31
271094	RODRIQUEZ	ENRIQUE	L.	20011105	0.50	93.33	46.66
271094	RODRIQUEZ	ENRIQUE	L.	20011119	0.50	111.12	55.56
271094	RODRIQUEZ	ENRIQUE	L.	20011203	0.50	88.05	44.02
271094	RODRIQUEZ	ENRIQUE	L.	20011217	0.50	116.69	58.34
271094	RODRIQUEZ	ENRIQUE	L.	20011231	0.50	56.63	28.31
271094	RODRIQUEZ	ENRIQUE	L.	20020114	0.50	44.10	22.05
271094	RODRIQUEZ	ENRIQUE	L.	20020128	0.50	95.73	47.86
271094	RODRIQUEZ	ENRIQUE	L.	20020211	0.50	101.81	50.90
271094	RODRIQUEZ	ENRIQUE	L.	20020225	0.50	90.75	45.37
235910	ROEBUCK	MELVIN		19990830	0.35	32.00	11.20
235910	ROEBUCK	MELVIN		19990830	0.55	2.00	1.10
235910	ROEBUCK	MELVIN		19990913	0.35	71.00	24.85
235910	ROEBUCK	MELVIN		19990913	0.55	2.75	1.51
235910	ROEBUCK	MELVIN		19990927	0.35	15.00	5.25
235910	ROEBUCK	MELVIN		19991011	0.35	60.00	21.00
235910	ROEBUCK	MELVIN		19991011	0.55	40.00	22.00
235910	ROEBUCK	MELVIN		19991025	0.40	74.25	29.70
235910	ROEBUCK	MELVIN		19991025	0.55	39.50	21.72
235910	ROEBUCK	MELVIN		19991108	0.50	75.00	37.50
235910	ROEBUCK	MELVIN		19991108	0.55	41.50	22.82
235910	ROEBUCK	MELVIN		19991122	0.50	69.17	34.58
235910	ROEBUCK	MELVIN		19991122	0.55	31.54	17.34
235910	ROEBUCK	MELVIN		19991206	0.50	56.37	28.18
235910	ROEBUCK	MELVIN		19991206	0.55	25.30	13.91
235910	ROEBUCK	MELVIN		19991220	2.50	2.00	5.00
235910	ROEBUCK	MELVIN		19991220	0.50	65.37	32.68

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

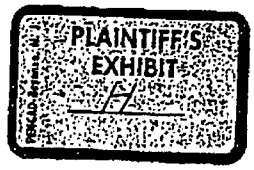
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.

These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.

3603



RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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

3604

NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3605

HB 2710

Due 5/20/07

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 2

MAY 29 2007

RECEIVED

JUN 04 2007

INMATE GRIEVANCE

Office Use Only
Grievance No. LCI-0785-04
Code: General 114
Policy
Disc. Hear.
Class.
Date Received 5/29/07
IGC Initials
✓ IGA - ADH 7-13-07

INMATE NAME: MR. DARRELL ROCHESTER
SCDC NUMBER: # 146731
INSTITUTION: LIEBER/KERSHAW
HOUSING UNIT: HICKORY UNIT A/276
WORK ASSIGNMENT: P.I.

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins and Wicker held that § 24-3-430's wage provisions were mandatory and created a "statutory right to the payment of a prevailing wage". These cases further held that inmates can grieve S.C.D.C'S failure to pay prevailing wages under § 24-3-430, with review by the ALJ.

S.C.D.C. owes Grievant back wages, because it failed to pay prevailing wages prior to July 1st, 2001, and $4/hour thereafter. And what it did pay was but a fraction of these amounts. Thus, the wage rate S.C.D.C. paid was not correct, and back wages are owed. Grievant incorporates by reference Exhibits A-H attached to grievances filed by Darrell Williams and Counsel on September 22nd, 2004.

Darrell S Rochester 5/25/07
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 7-20-07 Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Darrell S Rochester 8/02/07
Grievant Signature Date

A Harden 8/2/07
IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3606

Ackerman 5-6-11 3242

ROCHESTER LCI-0785-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated May 25, 2007. Along with reviewing your Step 2 appeal, I have also reviewed all of the materials you submitted in support of your Step 1 grievance dated September 23, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 26, 2003 and that your participation in this project ended on October 11, 2005.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. The events which lead me to review your Step 2 appeal at the current time were detailed for you in the response you received to your Step 1 grievance.

As was also explained to you in the response you received to your Step 1 grievance, the South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430.

Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy. SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.
Moreover, you filed your Step 1 grievance nearly 15 months after SCDC first paid you for your participation in the project located at Lieber and over 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded any reasonable time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.

Furthermore, even if you had met the time frames established in paragraphs 13.1 and 13.9, I completely adopt and endorse the written decision denying your Step 1 grievance, and I find that you are not entitled to any of the relief you demand in your Step 1 grievance.

Therefore, I deny your Step 2 appeal in its entirety.

You may appeal this decision under the Administrative Procedures Act to the Administrative Law Court. In order to appeal, you must fill out the attached Notice of Appeal Form and submit it as instructed on the form within 30 days of receipt.

3607

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Darrell Rochester, #146731

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. 07 -ALJ-04-

GRIEVANCE NO.:

Notice is hereby given that Darrell Rochester does hereby appeal the final decision of the South Carolina Department of Corrections dated 7-20-07 and received on 8-2-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy

8. Appellant claims pre/post judgment interest, costs and attorney fees

Darrell Rochester
Appellant's Name
Kershaw C.I.
4848 Goldmine Hwy
Mailing Address
Kershaw, SC 29067
City, State, Zip Code
none
Telephone Number

Signed

8-10-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3608

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
DARRELL ROCHESTER, #146731	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	

I certify that on the 24th day of August, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original ~~and one copy~~ were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3609

THE STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III, Chief Administrative Law Judge

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Francis Ackerman, #266928, et al.,	)	Docket Nos. 07-ALJ-04-00444 through 00449-AP
	)	Docket Nos. 07-ALJ-04-00500 through 00548-AP
	)	0549-IJ, 0550 through 07-00559-AP
	)	Docket Nos. 07-ALJ-04-00623 through 00632-AP
Appellants,	)	Docket Nos. 07-ALJ-04-00671 through 00677-AP
	)	Docket Nos. 07-ALJ-04-00691, 0752, 0826, 0856
vs.	)	through 0867-AP
	)	Docket Nos. 07-ALJ-04-00869 through 00872-AP
	)	Docket Nos. 07-ALJ-04-00444, 0876, 0885
	)	Docket Nos. 07-ALJ-04-00141 through 00149-AP
South Carolina Department of	)	Docket Nos. 07-ALJ-04-00169 through 00171-AP
Corrections,	)	Docket Nos. 07-ALJ-04-00966 through 01021-IJ
	)	Docket Nos. 07-ALJ-04-01023 through 01045-IJ
Respondent.	)	Docket No. 09-ALJ-04-00304-IJ
	)	

1st SUPPLEMENTAL RECORD ON APPEAL

VOLUME 5

Douglas H. Westbrook, Esquire
Attorney at Law
23 Broad Street
Charleston, South Carolina 29401
(843) 853-9600 – Office
(843) 577-2241 – Fax

FOR THE APPELLANTS

Lake E. Summers, Esquire
Malone, Thompson, Summers & Ott LLC
339 Heyward Street, Suite 200
Columbia, South Carolina 29201
(803) 254-3300 – Office
(803) 254-0309 – Fax

FOR THE DEPARTMENT

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Sanora Sanders

SCDC NUMBER: #249871

INSTITUTION: Lieber Corr. Inst.

HOUSING UNIT: Comar B-7

WORK ASSIGNMENT: FI-2

Office Use Only
Grievance No. Lieber 0806-04
Code: General MV
Policy
Disc. Hear.
Class.
Date Received SEP 29 2004
IGC Initials

STATE GRIEVANCE (Include documentation, and date of incident; if SCDC Policy, indicate which policy)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina Code Ann. §24-3-430(A),(B) 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 not.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Sanora Sanders 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

10/29/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

N/A
Grievant Signature Date

SCDC 10-8 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

3611

Ackerman 5-6-11 3246

WARDEN'S DECISION AND REASON:

SEE ATTACHED

5-15-07
Warden Signature Date

☐ I accept the Warden's decision and consider the matter closed.
☐ I do not accept the Warden's decision and wish to appeal.

Sandra J. Sandra 5-24-07
Grievant Signature Date

Ann Naeyaert 5/15/07
~~IGC~~ Signature Date
IGA

Issued by: Ramos at 5/24/07

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

Dirk S. Sanders, # 249871 2C106666-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

3613

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3614

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: Vondell Sanders
SCDC NUMBER: 241308
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-29 3
WORK ASSIGNMENT: PI-2

Office Use Only
Grievance No. Lieber0790-04
Code: General MY
Policy
Disc. Hear.
Class.
Date Received SEP 30 2004
IGC Initials CC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)

The Department is asked to review and determine whether I am entitled to receive back wages due to me from working at Lieber Prison Industry Program when they paid me only $.35/hr. and not prevailing wage as required under South Carolina code Ann. §24-3-430(A),(H) as well as fact that from 1998-2003 they denied me prevailing wage.

ACTION REQUESTED:

All money due to me be paid at prevailing wage and overtime rate and prevailing wage be paid now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:

Lawsuit has been filed, court order to file a grievance by the court; Wicker v. SCDC and Adkins v. SCDC.

Vondell Sanders 9-22-04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

G. Carlone 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

3615 N/A
Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

Ackerman 5-6-11 3250

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature Oct. 28, 04
Date

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Vadell Seadus 11-2-04
Grievant Signature Date

IGC Signature 11-2-04
Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

3616

J/R V. Sanders, #241308 2010790-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3618

241308

AMENDMENT TO GRIEVANCE OF VONDELL SANDERS, # ~~unknown~~

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference). * Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees. Exh F had no info for Griev't.

Vondell Sanders 2-3-06
(Grievant Signature) (Date)

* Attached are Exh. C, 0081,0086; H, 1-3. Grievant not listed in Exh A,F
* 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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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT C

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to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-7-04
INMATE GRIEVANCE FORM
STEP 2

Office Use Only
Grievance No. LCI 0790-04
Code: General RH
Policy
Disc. Hear.
Class. NOV 08 2004
Date Received
IGC Initials

INMATE NAME: Vondell Sanders
SCDC NUMBER: 241308 NOV 08 2004
INSTITUTION: Lieber Corr. Inst.
HOUSING UNIT: Cooper B-3
WORK ASSIGNMENT: P.I.2

INMATE'S REASON FOR APPEAL (state specific dissatisfaction):

Adkins & Wicker do require payment of prevailing wages.Grievants were employed by W.T.I.,and S.C.D.C. was W.T.I.'s " Agent " in paying our wages. Adkins & Wicker further allow this issue of payment of wages under S.C. code 24-3-430 to be grieved pursuant to S.C.D.C.'s grievance procedures. Grievants incorporate by reference all exhibits attached to grievances filed by Darrel Williams and Attorney Douglas Westbrook on 9-22-04.

Vondell Sanders 11-3-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

Signature 5-14-07
Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

Vondell Sanders 5-25-07
Grievant Signature Date

IGC Signature 5/25/07
Date

3625 (SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

Ackerman 5-6-11 3260

SANDERS LCI-0790-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 3, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on June 25, 2004 and that your participation in this project ended on January 29, 2007.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance nearly 90 days after SCDC first paid you for your participation in the project located at Lieber and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP.
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Contrary to the claim you raised in your Step 2 appeal, I specifically conclude, under the Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., that SCDC did not act as an "agent" for Williams Technologies when it paid you for the labor you voluntarily provided to the prison industries project SCDC operates at Lieber.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

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I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.
Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Vondell Sanders, #241308,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07___-ALJ-04-_____-____
GRIEVANCE NO.: _____

Notice is hereby given that Vondell Sanders does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-25-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5. Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

Vondell Sanders
Appellant's Name
Lieber C.I.
P.O. Box 205
Mailing Address
Ridgeville, SC 29472
City, State, Zip Code
none
Telephone Number

Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

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STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
VONDELL SANDERS, #241308	)	
Grievant/Appellant,	)	
vs.	)	CERTIFICATE OF SERVICE
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
Respondent/Appellee.	)	

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

D H Westbrook
Douglas H. Westbrook

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SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
INMATE GRIEVANCE FORM
STEP 1

INMATE NAME: James Sattler
SCDC NUMBER: 235043
INSTITUTION: Lieber
HOUSING UNIT: Stono B32 ✓
WORK ASSIGNMENT: Maint

Office Use Only
Grievance No. Lieber 0693-04
Code: General NU
Policy
Disc. Hear.
Class.
Date Received SEP 22 2004
IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy)
The department is asked to review And determine whether I am entitled to receive back wages which are due to me from working at Lieber Prison Industries Program when they only paid .35 cents an hour and not prevailing wage as under South Carolina Code Ann. See 24-3-430 (A-7) As well as fact they were getting $4.00 an hour and still did not give me my money. from 1998-03 they denied me prevailing wage

ACTION REQUESTED: That all money due to me be paid at prevailing wage As well As overtime rate. Moreover. the prevailing wage be paid Now.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT:
Lawsuit was filed and ordered to file grievance by court under Wicker v. SCDC Adkins v SCDC

James Sattler 9/23/04
Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Carlton 10/28/04
IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.
☐ I do not accept the action taken and wish to appeal.

3631

N/A
Grievant Signature Date

Ackerman 5-6-11 3266

See Attachment.

Warden Signature Date Oct. 28, 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature 11-2-04 Date

IGC Signature 11-3-04 Date

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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J/M J. Sattler, #235043 LCI 0693-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams'grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance", none of the authorities you discuss in your grievance require or even consider such recognition. Additionally, none of the authorities Mr. Williams discussed in his now terminated grievance require or even consider such recognition. Finally, none of the applicable SCDC policies or applicable rules of court require or even consider such recognition.

To the extent that you demand in your grievance the same "pre/post judgement interest, costs and attorney fees" Mr. Williams demanded in his now terminated grievance, SCDC's Inmate Grievance System Policy does not entitle you or any other inmate to any pre or post-judgement interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance. Furthermore, SCDC's Inmate Grievance System Policy does not allow for your representation by an attorney at any phase of its review and processing of your grievance.

Therefore, I, again, deny your grievance.

If you desire you may appeal my response within five days of receipt via the Inmate Grievance Coordinator.

3634.

AMENDMENT TO GRIEVANCE OF JAMES SATTLER, #235043

Grievant was/is employed in the Williams Tech/Lieber Prison Industries/Private Sector Program for the provision of services. The Program was established under S.C. Code §24-3-310, 430. From 1999 to July 2001, §24-3-430 required WTI/Lieber to pay Grievant the prevailing wage for work of similar nature in the private sector. The prevailing wage was $8.40/$10.97 for 1999, $9.74/$11.59 for 2000, and $10.10/$12.06 for 2001 (Exh. G,H; Exh. A-H to two grievances filed by Darrell Williams and counsel 9-22-04 are incorporated herein by reference).* Since July 2001, WTI/Lieber were required to pay Grievant the negotiated wage of $4/hour (Stat. at Large, No. 66, §37.31; Exh. B,C). In fact, SCDC policy was to pay a maximum of about $1/hour, and usually less. Exhibits document a $.35 per hour base rate (Exh. B,D,E); maximum of $1/hour (Exh. E); the 9-30-98 contract specifying a $4/hour wage (Exh. B,C); employee roster (Exh. A); and pay dates, hours, rates, and pay for Grievant (Exh. F). SCDC states rates/hours in Exh. F are incorrect after a certain date, however, as an SCDC document Exh. F should stand as prima facie evidence unless shown incorrect by other evidence.

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1223.17 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

*Attached are Exh. A, 0793; C, 0081,0086; F, 1329-1330; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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AMENDMENT TO GRIEVANCE OF JAMES SATTLER, #235043

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(Grievant Signature) (Date)

*Attached are Exh. A, 0793; C, 0081,0086; F, 1329-1330; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	ROGERS, CALVIN J.	262050	C B 31	1	9/25/02	4/9/03
MI 2	ROGERS, ERIC	255010	C A 42	2	11/29/01	8/27/02
MI 3	ROLDAN, FERNANDO	289490	C B 60	1	6/30/03	4/13/04
	ROPER, RASHONE	276964	S A 16	2	8/30/01	1/1/02
	ROSEMOND, JAMES	238635	C 0	1	8/11/99	4/8/00
	ROSS, CHARLIE	243958	C B 21	1	8/11/99	12/1/99
	ROSS, SAMUEL	268981	C B 52	1	10/16/00	6/27/01
	ROSSON, GERRY	258455	C A 46	1	5/31/00	11/16/00
MI 2	ROUSE, KENNETH	257559	C B 4	1	8/6/99	10/18/02
	ROWE, SHAWN	268721	S A 32	1	9/25/00	10/27/00
MI 2	RUONALA, RAYMOND	258133	S B 61	1	5/29/02	10/3/02
MI 2	SALANO, MARTIN	272142	C B 36	1	10/9/02	11/10/03
	SALISBURY, GEORGE	263724	A A 25	1	5/20/02	6/4/02
	SAMPLE, PHILLIP	262088	C B 5	1	5/30/00	9/25/00
	SAMPSON, BRAIN	255793	E B 37	1	6/27/00	7/10/00
MI 2	SAMPSON, JOSEPH	261610	C A 27	2	3/28/02	9/4/02
MI 3	SANDERS, I	257239	C A 0	0		12/6/99
MI 1B	SANDERS, SANDRA	249871	C B 7	1	2/15/00	2/6/04
	SANDERS, TERRY	219895	C B 20	1	5/1/00	8/21/00
	SANDERS, THOMAS	213149	A A 38	1	8/11/99	2/22/00
	SATTLER, JAMES	235043	C A 56	1	2/8/02	6/18/02
MI 3	SCHMITZ, JOSEPH	173987	C A 13	1	7/6/99	10/1/02
MI 3	SCHMITZ, JOSEPH	173987	C A 13	1	7/15/99	2/25/04
	SCHOFEILD, RICHARD	280804	E A 29	3	2/5/02	2/6/02
	SCOTT, ARTHUR	251957	C A 28	1	7/31/01	12/10/01
	SCOTT, CHRISTOPHER	276533	S A 15	1	7/30/01	8/22/01
MI 3	SCOTT, D	286443	C A 0	0		3/24/03
	SCOTT, GENE	192924	C 0	1	1/6/00	3/15/00
MI 3	SCOTT, ISAIAH	228008	C A 23	1	3/21/03	6/16/03
	SCOTT, JAMES	231412	S B 38	1	9/25/01	3/5/02
MI3	SCOTT, JEROME	153381	C A 51	2	7/10/01	8/22/02
MI 3	SCOTT, ROOSEVELT	275631	C A 53	3		4/8/04
	SCRIVEN, BRIAN	248731	A B 30	1	1/17/02	1/25/02
	SCRIVEN, EUGENE	216991	E B 8	1	9/25/01	4/5/02
	SCRIVEN, TERRY	238318	S A 33	1	1/14/02	4/22/02
MI 3	SEBASTIAN, JOHN	281904	C A 27	1	2/25/04	6/24/04
MI 3	SELLARS, RALPH	164295	C A 10	1	6/29/00	6/26/03
	SESSIONS, MICHAEL	232076	S A 58	2	5/30/00	9/25/00
	SHANNON, MICHEAL	267667	A A 14	1	4/30/02	5/20/02
MI 2	SHARPE, HAROLD	251233	C A 37	2	3/23/02	12/16/02
	SHARPER, HENRY	219950	A B 44	1	4/25/02	5/13/02
	SHAW, TOMMY	256140	M X 0	0	12/12/00	12/10/01
	SHEPHERD, JACOBI	257342	E A 24	1	1/14/02	2/19/02
MI 3	SHINE, GEORGE	292391	C A 4	1	3/1/04	6/24/04
	SHIRLEY, JAMES	274894	C B 28	2	6/12/01	1/9/02

PLAINTIFF'S EXHIBIT A

A - 0793
June 2004

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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

THE AGREEMENT is entered into this 30th day of September, 1998, by and between the South Carolina Department of Corrections (hereinafter called "SCDC") by its duly authorized agent Michael W. Moore, Director and Williams Technologies, Inc., (hereafter referred to as "Williams") by its duly authorized agent William S. Williams, Chairman.

WHEREAS, Prison Industries is a division of the South Carolina Department of Corrections charged with establishing business relationships with private enterprise so as to fulfill the intent of Section 24-3-310 Code of Laws of South Carolina, 1976 as amended; and has all necessary authorization to enter into this agreement and to bind the State of South Carolina to all the terms contained herein; and,

WHEREAS, Williams represents and warrants that it is a duly qualified South Carolina corporation, licensed to conduct business in South Carolina; and,

WHEREAS, Williams intends to engage in the business of disassembly and/or remanufacturing of its product lines at Lieber Correctional Institution (hereinafter referred to as"LCI"); and ,

WHEREAS, this agreement is made in the best interest of the State of South Carolina:

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 General:

In consideration of Williams' expenditures to construct on behalf of the State of South Carolina a building of up to 45,000 square feet on the LCI premises (the "Building") , SCDC hereby enters into this Agreement to permit Williams to use such Building and related premises during the term and in accordance with the provisions of this Agreement. The State Engineer's approval of all building plans is required. Attachment A hereto shall indicate the location of the Building and the related premises, which shall include circulation space for delivery and shipping via tractor-trailers, parking outside of the secured area sufficient for a minimum of six (6) trailers and access to the facility via access roads. SCDC shall be responsible for maintenance of such roadways and related premises.

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT 3638

to and from LCI reasonable access up to twelve (12) hours per day, subject to the Department's security requirements in Section 3.1.4.

(c) Other access. SCDC will provide access to the facility during Williams' hours of operation for Williams' employees, agents, and business invitees, subject to SCDC's security requirements.

3.3 Mutual Duties of the Parties:

1. Payment for Services: Williams agrees to pay SCDC $4.00 per hour per inmate for work performed including training hours and hours in excess of the inmate's normal shift. SCDC shall be responsible to pay inmate workers, cover security costs and P.I. overhead, including any costs for health, safety and welfare of the inmates, taxes or other payroll deduction. No compensation will be paid for time not worked. In order to accommodate holidays not observed by Williams, SCDC and Williams may agree to work ahead or to work on holidays if a mutually acceptable agreement can be reached.

Thirty (30) days prior to each anniversary date of this agreement, SCDC and Williams may negotiate an increase in the per hour rate paid by Williams to SCDC. If such an increase is requested, it shall be limited to a maximum of five percent (5%) annually or the annual percentage increase in the Consumer Price Index, whichever is lower. It is the intent of the parties that such increase shall only reflect SCDC's increased costs of prison overhead.

Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or the interpretation thereof) change preventing interstate shipments of goods produced under this Agreement, this Agreement shall terminate as provided in Sections 4.0.7 and 4.0.9.

ARTICLE 4 General Terms and Conditions:

4.0 General:
Williams, its employees or agents performing under the agreement are not to be deemed to be employees of SCDC nor as agents of SCDC in any manner whatsoever. Williams will not hold itself out nor claim to be an officer or employee of SCDC or of the State of South Carolina by reason hereof and will not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of SCDC or the State of South Carolina, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.

The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of Williams in any manner



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
249871	SANDERS	SANDRA	TYRONE	20030519	0.50	143.37	71.68
249871	SANDERS	SANDRA	TYRONE	20030602	0.50	109.44	54.72
249871	SANDERS	SANDRA	TYRONE	20030616	0.50	151.07	75.53
249871	SANDERS	SANDRA	TYRONE	20030630	0.50	142.50	71.25
249871	SANDERS	SANDRA	TYRONE	20030714	0.50	143.41	71.70
249871	SANDERS	SANDRA	TYRONE	20030728	0.50	138.89	69.44
249871	SANDERS	SANDRA	TYRONE	20030811	0.50	133.76	66.88
249871	SANDERS	SANDRA	TYRONE	20030825	0.50	135.72	67.86
249871	SANDERS	SANDRA	TYRONE	20030908	0.50	124.30	62.15
249871	SANDERS	SANDRA	TYRONE	20030922	0.50	138.42	69.21
249871	SANDERS	SANDRA	TYRONE	20031006	0.50	183.76	91.88
249871	SANDERS	SANDRA	TYRONE	20031020	0.50	132.75	66.37
249871	SANDERS	SANDRA	TYRONE	20031103	0.50	138.45	69.22
249871	SANDERS	SANDRA	TYRONE	20031117	0.50	141.45	70.72
249871	SANDERS	SANDRA	TYRONE	20031201	0.50	118.33	59.16
249871	SANDERS	SANDRA	TYRONE	20031215	0.50	122.08	61.04
249871	SANDERS	SANDRA	TYRONE	20031229	0.50	116.53	58.26
249871	SANDERS	SANDRA	TYRONE	20040112	0.50	85.50	42.75
249871	SANDERS	SANDRA	TYRONE	20040126	0.50	128.57	64.28
249871	SANDERS	SANDRA	TYRONE	20040209	0.50	136.23	68.11
219895	SANDERS	TERRY		20000731	0.50	42.93	21.46
219895	SANDERS	TERRY		20000814	0.50	21.37	10.68
213149	SANDERS	THOMAS	AVELLA	19990816	0.35	24.00	8.40
213149	SANDERS	THOMAS	AVELLA	19990816	0.55	6.00	3.30
213149	SANDERS	THOMAS	AVELLA	19990830	0.35	78.50	27.47
213149	SANDERS	THOMAS	AVELLA	19990830	0.55	4.50	2.47
213149	SANDERS	THOMAS	AVELLA	19990913	0.35	64.00	22.40
213149	SANDERS	THOMAS	AVELLA	19990913	0.55	16.25	8.93
213149	SANDERS	THOMAS	AVELLA	19991011	0.50	71.25	35.62
213149	SANDERS	THOMAS	AVELLA	19991011	0.55	6.25	3.43
213149	SANDERS	THOMAS	AVELLA	19991025	0.50	71.50	35.75
213149	SANDERS	THOMAS	AVELLA	19991122	0.50	44.00	22.00
213149	SANDERS	THOMAS	AVELLA	19991206	0.50	54.33	27.16
213149	SANDERS	THOMAS	AVELLA	19991220	2.50	2.00	5.00
213149	SANDERS	THOMAS	AVELLA	19991220	0.50	74.53	37.26
213149	SANDERS	THOMAS	AVELLA	20000103	0.35	30.00	10.50
213149	SANDERS	THOMAS	AVELLA	20000103	0.55	4.22	2.32
213149	SANDERS	THOMAS	AVELLA	20000117	0.50	75.00	37.50
213149	SANDERS	THOMAS	AVELLA	20000117	0.55	2.15	1.18
213149	SANDERS	THOMAS	AVELLA	20000117	0.50	15.00	7.50
213149	SANDERS	THOMAS	AVELLA	20000117	0.55	2.00	1.10
213149	SANDERS	THOMAS	AVELLA	20000131	0.50	63.13	31.56
213149	SANDERS	THOMAS	AVELLA	20000131	0.55	2.16	1.19
213149	SANDERS	THOMAS	AVELLA	20000214	0.50	67.48	33.74
194358	SANTIAGO	CARLOS	LOPEZ	20001120	1.00	9.68	9.68
235043	SATTLER	JAMES		20020225	0.50	167.55	83.77
235043	SATTLER	JAMES		20020311	0.50	151.26	75.63
235043	SATTLER	JAMES		20020325	0.50	119.88	59.94
235043	SATTLER	JAMES		20020408	0.50	113.08	56.54
235043	SATTLER	JAMES		20020422	0.50	135.00	67.50
235043	SATTLER	JAMES		20020506	0.50	158.11	79.05
235043	SATTLER	JAMES		20020520	0.50	128.91	64.45
235043	SATTLER	JAMES		20020603	0.50	104.13	52.06
235043	SATTLER	JAMES		20020617	0.50	130.81	65.40



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A - 1329
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
235043	SATTLER	JAMES		20020701	0.50	14.44	7.22
173987	SCHMITZ	JOSEPH	W.	19990816	0.35	40.00	14.00
173987	SCHMITZ	JOSEPH	W.	19990816	0.55	8.00	4.40
173987	SCHMITZ	JOSEPH	W.	19990830	0.35	79.25	27.73
173987	SCHMITZ	JOSEPH	W.	19990830	0.55	4.50	2.47
173987	SCHMITZ	JOSEPH	W.	19990913	0.35	72.00	25.20
173987	SCHMITZ	JOSEPH	W.	19990913	0.55	23.50	12.92
173987	SCHMITZ	JOSEPH	W.	19990927	0.35	53.50	18.72
173987	SCHMITZ	JOSEPH	W.	19990927	0.55	22.25	12.23
173987	SCHMITZ	JOSEPH	W.	19991011	0.50	75.00	37.50
173987	SCHMITZ	JOSEPH	W.	19991011	0.55	54.50	29.97
173987	SCHMITZ	JOSEPH	W.	19991025	0.50	71.50	35.75
173987	SCHMITZ	JOSEPH	W.	19991025	0.55	14.50	7.97
173987	SCHMITZ	JOSEPH	W.	19991108	0.50	75.00	37.50
173987	SCHMITZ	JOSEPH	W.	19991108	0.55	11.50	6.32
173987	SCHMITZ	JOSEPH	W.	19991122	0.50	66.05	33.02
173987	SCHMITZ	JOSEPH	W.	19991206	0.50	56.15	28.07
173987	SCHMITZ	JOSEPH	W.	19991206	0.55	15.39	8.46
173987	SCHMITZ	JOSEPH	W.	19991220	2.50	2.00	5.00
173987	SCHMITZ	JOSEPH	W.	19991220	0.50	74.77	37.38
173987	SCHMITZ	JOSEPH	W.	19991220	0.55	40.35	22.19
173987	SCHMITZ	JOSEPH	W.	20000103	0.50	32.12	16.06
173987	SCHMITZ	JOSEPH	W.	20000103	0.55	6.37	3.50
173987	SCHMITZ	JOSEPH	W.	20000117	0.55	7.50	4.12
173987	SCHMITZ	JOSEPH	W.	20000117	0.50	75.00	37.50
173987	SCHMITZ	JOSEPH	W.	20000117	0.55	17.65	9.70
173987	SCHMITZ	JOSEPH	W.	20000117	0.50	15.00	7.50
173987	SCHMITZ	JOSEPH	W.	20000117	0.55	4.00	2.20
173987	SCHMITZ	JOSEPH	W.	20000131	0.50	63.95	31.97
173987	SCHMITZ	JOSEPH	W.	20000131	0.55	7.50	4.12
173987	SCHMITZ	JOSEPH	W.	20000214	0.60	75.00	45.00
173987	SCHMITZ	JOSEPH	W.	20000214	0.80	6.50	5.20
173987	SCHMITZ	JOSEPH	W.	20000214	0.55	14.75	8.11
173987	SCHMITZ	JOSEPH	W.	20000214	0.55	5.50	3.02
173987	SCHMITZ	JOSEPH	W.	20000214	0.10	63.95	6.39
173987	SCHMITZ	JOSEPH	W.	20000228	0.60	67.50	40.50
173987	SCHMITZ	JOSEPH	W.	20000228	0.55	15.90	8.74
173987	SCHMITZ	JOSEPH	W.	20000228	1.05	15.00	15.75
173987	SCHMITZ	JOSEPH	W.	20000313	0.75	75.00	56.25
173987	SCHMITZ	JOSEPH	W.	20000313	0.55	15.98	8.78
173987	SCHMITZ	JOSEPH	W.	20000313	0.75	6.50	4.87
173987	SCHMITZ	JOSEPH	W.	20000327	0.75	75.00	56.25
173987	SCHMITZ	JOSEPH	W.	20000327	0.75	14.45	10.83
173987	SCHMITZ	JOSEPH	W.	20000327	1.00	10.00	10.00
173987	SCHMITZ	JOSEPH	W.	20000327	1.00	7.50	7.50
173987	SCHMITZ	JOSEPH	W.	20000410	0.75	69.63	52.22
173987	SCHMITZ	JOSEPH	W.	20000410	0.80	7.50	6.00
173987	SCHMITZ	JOSEPH	W.	20000424	0.75	75.00	56.25
173987	SCHMITZ	JOSEPH	W.	20000424	0.75	17.43	13.07
173987	SCHMITZ	JOSEPH	W.	20000424	0.25	5.90	1.47
173987	SCHMITZ	JOSEPH	W.	20000508	0.75	75.00	56.25
173987	SCHMITZ	JOSEPH	W.	20000508	0.75	30.68	23.01
173987	SCHMITZ	JOSEPH	W.	20000508	0.25	14.42	3.60
173987	SCHMITZ	JOSEPH	W.	20000522	0.75	67.50	50.62

PLAINTIFF'S EXHIBIT F

A - 1330
June 2004

3641

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 1999, 2000, and 2001). It is also my understanding that the term " prevailing wage" not only implies work of a similar nature, but that the work should be performed in the same general geographic area.

The U.S. Department of Labor (Bureau of Labor Statistics) publishes wage data for a range of occupations in the Charleston – North Charleston Metropolitan Area. The Installation, Maintenance and Repair Occupation Sub-Category of "Maintenance and Repair Workers, General" had mean hourly wages of $11.44 in1999, $12.62 in 2000, and $13.24 in 2001 for the Charleston - North Charleston Metropolitan Area. The Production Occupations Sub-Category of "Team Assemblers" had mean hourly wages of $10.49 in 1999, $10.56 in 2000, and $10.88 in 2001 for the Charleston – North Charleston Metropolitan Area. The average of these two Sub-Categories is $10.97 for 1999, $11.59 for 2000, and $12.06 for 2001.

The possibility exists that the average prison worker would be less experienced with his prison position than his non-prison counterpart. It is also possible that the average prison worker would require more supervision than the average non-prison worker performing the same tasks. The concept of "prevailing wage" implies the average wage for a specific category of average workers. The Installation, Maintenance and Repair Occupation Sub Category of "Helpers—Installation, Maintenance, and Repair Workers" had mean hourly wages of $9.53 in 1999, $11.21 in 2000, and $10.45 in 2001. The Production Occupations Sub-Category of "Helpers--Production Workers" had mean hourly wages of $7.61 in 1999, $8.27 in 2000, and $9.09 in 2001. The average of these two "Helpers" Sub Categories is $8.40 for 1999, $9.74 for 2000, and $10.10 for 2001.
These "Helpers" Sub Category averages represent the lower end of the "prevailing wage" range for the Williams Technologies Job Description of Production Associate for 1999, 2000, and 2001. Thus the "prevailing wage" range estimate for prison workers for the Williams Technologies Job Description of Production Associate is $10.97 - $8.40 for 1999, $11.59 - $9.74 for 2000, and $12.06 - $10.10 for 2001.



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RESUME-3/03
Dr. Joseph J. Benich

FAMILY STATUS
Wife - Roberta; two children - Kiersten and J.J.

EDUCATION

9/68 - 6/72	Doctor of Business Administration Majors: Production Management and Marketing Kent State University, Kent, Ohio
1/66 - 5/68	Masters of Business Administration Majors: Economics and Marketing Case Western Reserve University, Cleveland, Ohio
9/65 - 1/66	Western Reserve University, Cleveland, Ohio Major: Law
9/61 - 6/65	Bachelor of Science in Chemical Engineering Case Institute of Technology, Cleveland, Ohio

ACADEMIC EXPERIENCE

9/93 –2003	Professor of Business Administration College of Charleston, Charleston, South Carolina
9/78 - 8/93	Associate Professor of Business Administration College of Charleston, Charleston, South Carolina
9/76 - 9/78	Associate Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/72 - 9/76	Assistant Professor and Chair of the Business Administration & Economics Department College of Charleston, Charleston, South Carolina
9/69 - 6/72	Full-time Instructor, Economics Department Kent State University, Kent, Ohio
1/69 - 6/69	Teaching Fellow, Statistics Kent State University
9/68 - 12/68	Graduate Assistant Kent State University

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NON-ACADEMIC EXPERIENCE

6/74 -	Expert Witness, Economic Litigation, Charleston, South Carolina, analyses of economic loss to individuals and/or businesses, with presentations in State and Federal courts
7/78 -	Manager of Summertime Properties, Charleston, South Carolina
6/73 -	Business Consulting, J. Benich and Associates, Charleston, South Carolina
1/68 - 11/72	Business Advisor to Director of American Screw Products, Warrensville, Ohio
1/68 - 10/68	Staff Specialist (Systems Optimizations), Cleveland Electric Illuminating Company, Cleveland, Ohio
1/66 - 9/67	Industrial Market Research, Harshaw Chemical, Cleveland, Ohio
19/65 - 1/66	Phosphor Efficiency Development, General Electric Co., Cleveland, Ohio (worked independently on a second shift due to day law school)
6/65 - 9/65	Research Chemical Engineering, Sohio Research, Warrensville, Ohio (catalyst efficiency testing and associated acetonitrile purification development).

PUBLICATIONS

"Signal-Averaged P-Wave Analysis of Normal Controls and Patients with Paroxysmal Atrial Fibrillation: A Study in Gender Differences, Age Dependence, and Reproducibility", with A Dhala, B. Leman, et al, Clinical Cardiology, November, 2002, p-525-531

"The High Resolution Signal-Averaged P-Wave Duration in Normal Patients: Influence of Race and Gender", with M. Little, B. Leman, and B. Hainer, North American Society of Pacing and Electrophysiology, abstracted, *Pacing and Clinical Electrophysiology*, April, 1997, Vol.20:4:1219

"Alternative Approaches to Tax Adjustments in Appraising Economic Loss: A Comment", *Journal of Legal Economics*, Fall 1996

"Updated Estimates of Work-Life Expectancies Based upon The Increment-Decrement Model: Comment", *Journal of Legal Economics*, Winter 1995

"Intra-Year Discounting Assumptions and Bias in Lost Earnings Analysis: A Comment", *Journal of Forensic Economics*, Winter 1993, 7(1)

"Comment: On the Relative Stability and Predictability of the Interest Rate and Earnings Growth Rate", *Journal of Forensic Economics*, Winter 1992, 6(1)

"Determining Tax-Adjusted Awards for Spouses' Lost Future Earnings", For *The Defense*, Nov. 1992

"The Just Better (JB) Method of Calculating The Present Value of Lost Future Income", *Journal of Legal Economics*, July 1992

3644

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS 11-7-04
INMATE GRIEVANCE FORM
STEP 2

INMATE NAME: James Sattler
SCDC NUMBER: 235043 NOV 03 2004
INSTITUTION: ~~Lieber~~ ECI P.R
HOUSING UNIT: Stono B-32
WORK ASSIGNMENT: Maint.

Office Use Only
Grievance No. LCI 06930
Code: General MV
Policy
Disc. Hear.
Class.
Date Received
IGC Initials

INMATE'S REASON FOR APPEAL (state specific dissatisfaction): Adkins & Wicker do require payment of prevailing wages. Grievant's were employed by WTI, and SCDC is WTI's "Agent" in paying our wages. Adkins & Wicker further Allow this issue of payment of wages under SC Code 24-3-340 to be grieved pursuant to SCDC's grievance procedure. Grievant incorporates by reference All exhibits attached to grievances filed by Darrell Williams & Attorney Douglas Westbrook on 9-22-04

James Sattler 11-2-04
Grievant Signature Date

RESPONSIBLE OFFICIAL'S DECISION AND REASON:

SEE ATTACHED

5-14-07
Signature Date

The decision rendered by the responsible official exhausts the appeal process of the Inmate Grievance Procedure. I hereby acknowledge receipt of the official's response and understand this is the Agency's final response to this matter.

James Sattler 5/16/07 Ms. Redfearn-Mills 5/16/07
Grievant Signature Date IGC Signature Date

(SEE REVERSE SIDE FOR INSTRUCTIONS)

SCDC 10-5A (November 1997)

3645

Ackerman 5-6-11 3280

SATTLER LCI-0694-04

As directed by the order filed July 1, 2005 and signed June 23, 2005 by Circuit Court Judge Diane S. Goodstein in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., civil action number 02-CP-18-0134, I have reviewed your Step 2 appeal dated November 2, 2004. Along with reviewing your Step 2 appeal, I have also reviewed any and all documents you submitted in support of your Step 1 grievance form dated September 22, 2004.

Additionally, your prison industries participation and pay records were reviewed by the responsible officials at both Lieber and Division of Industries Headquarters in Columbia. These records reflect that you began participating in the prison industries project at Lieber on February 8, 2002 and that your participation in this project ended on June 18, 2002.

After carefully considering the arguments you made in both your Step 2 appeal and your Step 1 grievance, I deny your Step 2 appeal.

As I said at the very beginning of my response, I reviewed your Step 2 appeal and all of the other documents you submitted as directed by the order Judge Goodstein signed on June 23, 2005 order in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc. In the last section of the order she signed June 23, 2005, Judge Goodstein lifted a stay she first imposed on November 3, 2004 by which she halted SCDC's processing of all grievances filed by inmates, like yourself, in which the inmates demanded back wages or higher current wages for the labor they had provided or were currently providing to the prison industries project at Lieber in which Williams Technologies, Inc., acts as the private industry participant. Also within the last section of the order she signed June 23, 2005, Judge Goodstein restored both the grieving inmates and SCDC to the positions they held regarding their respective grievances and responses as of November 3, 2004, and she directed that her stay would be lifted approximately 60 days from the day she signed her order. However, as the attorney who represented the inmates in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., (Douglas Westbrook of Charleston) appealed other sections of the order Judge Goodstein signed on June 23, 2005, the section of Judge Goodstein's order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 could not go into effect until the appellate courts of our state decided with finality the appeal of the other sections of her order.

On February 26, 2007, the South Carolina Supreme Court issued its opinion regarding the appeal filed by the inmates' attorney concerning the other sections of the order signed by Judge Goodstein on June 23, 2005, and the Court's opinion is cited as Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., 372 S.C. 255, 641 S.E.2d 885 (2007). In its opinion, the Supreme Court denied the appeal filed by the inmates' attorney and affirmed the decisions made by Judge Goodstein in the other sections of the order she signed June 23, 2005. Specifically, the Supreme Court affirmed Judge Goodstein's decision to dismiss the inmates' class action lawsuit in its entirety and the Supreme Court also affirmed Judge Goodstein's decision to dismiss the class of inmates she had recognized in earlier proceedings. The inmates' attorney filed a Petition for Rehearing with the Court, but, in an order issued March 21, 2007, the Court denied this Petition for Rehearing. On March 22, 2007, the Clerk of Court for Dorchester County received notice of the Supreme Court's denial of the Petition for Rehearing.

As a result of the Supreme Court's decision to deny the Petition for Rehearing filed by the inmates' attorney and the receipt of the Supreme Court's decision by the Clerk of Court for Dorchester County on March 22, 2007, the section of the order Judge Goodstein signed on June 23, 2005 order by which she lifted the stay on grievance processing she first imposed on November 3, 2004 finally went into effect. Therefore, SCDC had 60 days from the date the Dorchester County Clerk of Court received notice of the Supreme Court's denial of the Petition for Rehearing or May 22, 2007 to resume its processing of grievances including your Step 2 appeal.

The South Carolina Supreme Court, in two opinions it issued on August 23, 2004, first determined that you could file a grievance by which to protest any provision of the "prevailing wage" statutes that applied to the prison industries project in which you participated. These opinions are Adkins, et al., v. SCDC and

Wicker v. SCDC. Both of these cases discussed S.C. Code Section 24-3-40, 24-3-310, et seq., and, specifically, 24-3-430. Under Wicker, the grievances must be filed, processed, and determined in accordance with the provisions of SCDC's Inmate Grievance System Policy.

SCDC Policy Number GA-01.12 is the policy that establishes SCDC's inmate grievance system. Paragraph 13.1 of SCDC's inmate grievance policy establishes a deadline by which inmates must file grievances for alleged incidents. Specifically, Paragraph 13.1 requires that an inmate must file a grievance "within 15 days of the alleged incident." Exceptions to this deadline appear in paragraph 13.9 of SCDC's policy.

I conclude, after again reviewing your Step 1 grievance and your Step 2 appeal in light of Adkins, Wicker, the deadline established by paragraph 13.1, and the exceptions to this deadline recognized by paragraph 13.9, that you did not submit your Step 1 grievance by the deadline set forth in SCDC's inmate grievance policy. You simply did not submit your grievance within 15 days of when SCDC first paid you an hourly wage that allegedly violated the applicable prison industries statutes and, specifically, Section 24-3-430. The 15 day deadline established in this policy applies to nearly every aspect of inmate activity, and no special exception applies to prison industries pay disputes. Consequentially, the 15 day deadline applies to your grievance.

Moreover, you filed your Step 1 grievance over 2 ½ years after SCDC first paid you for your participation in the project located at Lieber, over two (2) years after your participation in the project at Lieber ended, and 30 days after the South Carolina Supreme Court issued Adkins and Wicker. Clearly, you exceeded the time frame associated with filing a grievance under SCDC's applicable policy.

In making this decision, I also rely upon the orders issued by the Administrative Law Court in James Wright, #200123, v. SCDC, ALC Docket No. 06-ALJ-04-00114-AP and Henry Williams, #187203, vs. SCDC, Docket No. 06-ALJ-04-00622-AP..
Also, even if you had met the time frames established in paragraphs 13.1 and 13.9, I find that you are not entitled to any of the relief you demand in your grievance.

Contrary to the claims you made in your appeal and grievance, however, I conclude that neither the South Carolina Supreme Court's opinion in Adkins nor its opinion in Wicker ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your Step 1 grievance. These opinions simply acknowledged for the first time that you and other inmates in your position could file such grievances if you desired.

Also, contrary to the claims you made your appeal and grievance, I conclude that you have never been and are not currently an "employee" of either SCDC or Williams Technologies, and I also conclude that neither Adkins nor Wicker declared that you or inmates in your position are employees of SCDC, Williams Technologies, or, for that matter, or any other agency or company. I make this conclusion in reliance of the South Carolina Supreme Court's opinion in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., in which the Court recognized both that inmates are not "employees" of the State of South Carolina and that inmates are not the "employees" of prison industry sponsors like Williams Technologies.

Therefore, to the extent you use the term "employee" within your supporting documents to describe your position; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I further conclude that while Adkins, Wicker, and, to some extent, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' September 22, 2004 Step 1 grievance. Mr. Williams stated that the "prevailing wage" for work

of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert." Mr. Williams also claimed in his September 22, 2004 Step 1 grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes. Again, I conclude that no part of the South Carolina Supreme Court's opinions in Adkins, Wicker, or Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., required SCDC to pay you or other inmates in your position the hourly wage rates stated by Mr. Williams in his September 22, 2004 grievance.

Moreover, the hourly rate at which SCDC pays inmates for the labor they provide to any prison industries project may be different than the hourly rate at which SCDC leases the inmates' labor to the private company sponsor under the contract between SCDC and the private company sponsor.

Also, to the extent that you demand overtime wages in your appeal and grievance, I conclude that neither Adkins nor Wicker nor, for that matter, Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc., require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your Step 1 grievance.

To the extent that you want SCDC to recognize your grievance and the grievances filed by inmates in your position as a "class grievance," none of the authorities you discuss in your Step 1 grievance requires or even considers such recognition. Additionally, none of the authorities Mr. Williams discussed in his September 22, 2004 Step 1 grievance requires or even considers such recognition. Finally, none of the applicable SCDC policies or applicable rules of court requires or even considers such recognition. Again, the South Carolina Supreme Court affirmed Judge Goodstein's decision to dismiss the class of inmates she had earlier recognized in Darrell Williams, Class Representative, et al., v. SCDC and Williams Technologies, Inc.

Finally, to the extent that you demand in your appeal and grievance the same "pre/post judgment interest, costs, and attorney fees" Mr. Williams demanded in his Step 1 grievance, no decision of the South Carolina Supreme Court nor any provision of SCDC's Inmate Grievance System Policy entitles you or any other inmate to any pre or post-judgment interest, costs or attorneys fees in connection with SCDC's review and processing of your grievance.

Therefore, I, again, deny your Step 2 appeal in its entirety.

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STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

James Sattler, #235043,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

DOCKET NO. _07__-ALJ-04-_____-___
GRIEVANCE NO.: _____

Notice is hereby given that James Sattler does hereby appeal the final decision of the South Carolina Department of Corrections dated 5-14-07 and received on 5-16-07, a copy of which is attached. A general statement of the grounds for appeal is (See S.C. Code Ann. § 1-23-380(A)(6)):

1. Grievance seeks back wages, contesting SCDC policy/procedure of paying below prevailing/negotiated wages. Thus, there was no time limit to file grievance under Grievance Policy §13.9.

2. Appellant had reasonable cause under §13.9 as his right to grieve did not accrue until Adkins/Wicker and filed within a reasonable time.

3. Applying §13.1 to these facts violated due process.

4. Under 4-19-07 Court order, SCDC was required to accept filing and consider on the merits Appellant's Amendment/Exhibits.

5 Grievance proved all elements of claim for prevailing/negot. wages.

6. Dr. Benich's report is the only evidence of prevailing wages in the record. Appellant is entitled to prevailing/negotiated wages.

7. To extent Appellant worked OT he is entitled to it under SCDC policy.

8. Appellant claims pre/post judgment interest, costs and attorney fees.

James Sattler
Appellant's Name

Evans C.I.
610 Hy 9 West
Mailing Address

Bennettsville, SC 29512-2130
City, State, Zip Code

none
Telephone Number

Douglas H. Westbrook
Signed

5-30-07
Dated

Douglas H. Westbrook
23 Broad St.
Chas, SC 29401
(843) 853-9600
Attorney for Appellant

3649

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
JAMES SATTLER, #235043	)	
	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
	)	
Respondent/Appellee.	)	

I certify that on the 5th day of June, 2007, I mailed by first class postage Appellant's Notice of Appeal, and final decision, to the following:

(1) The original and one copy were mailed for filing with the Administrative Law Court, to:

The Honorable Jana Shealy
Clerk
South Carolina Administrative Law Court
1205 Pendleton St., Ste. 224
Columbia, SC 29201

(2) One copy was mailed pursuant to ALC Rule 54 to counsel of record for SCDC, to:

Lake Summers, Esquire
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201

Douglas H. Westbrook

3650

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS

INMATE GRIEVANCE FORM

STEP 1

Joseph W. Schmitz individually, and on behalf of all inmate employees (IE's) listed on attached Exh. A *

INMATE NAME:

SCDC NUMBER: 173987

INSTITUTION: L.C.I

HOUSING UNIT: Cooper A-13

WORK ASSIGNMENT: dorm worker

Office Use Only

Grievance No. Lieber 0704-04

Code: General MY

Policy

Disc. Hear.

Class.

Date Received SEP 30 2004

IGC Initials LC

STATE GRIEVANCE (include documentation, and date of incident; if SCDC Policy, indicate which policy) From 1999 to present, IE's were/are employed in the Williams Tech/Lieber service work program. From 1999 to July 2001, WTI/Lieber were required by S.C. Code 24-3-430 to pay IE's the "prevailing wage" for work of a similar nature in the private sector. This prevailing wage was $8.40 to $10.97 for 1999, $9.74 to $11.59 fo 2000, and $10.10 to $12.06 for 2001 (Exh. G, H). Since July 2001, WTI/Lieber were required to pay IE's the negotiated wage of $4.00 per hour (Statutes at Large, No. 66, S37.31, eff. July 1, 2001; Exh. B, C). In fact, WTI/Lieber's policy was to pay IE's, in most cases, under $1.00 per hour. Exhibits documen a $.35 per hour base pay rate, maximum pay of $1.00 per hour, the September 30 1998 WTI/Lieber contract specifying a wage of $4 per hour, the names and emplo ment periods of all 1000 plus class members, and the pay dates, rates, hours, and pay for all class members from 1999 to June 2004 (Exh. D, E, C, A, and F).

* "Exh." denotes exhibits attached to Darrell Williams' Grievance, which are incorporated by reference herein.

ACTION REQUESTED: That IE's be paid back wages at the prevailing wage rate fo 1999 to July 2001; and at $4 per hour for July 2001 to present, and in the future; all as determined from Exhibits A-H; and the time cards, pay stubs, and other records for class members shown to IE's counsel July 20, 2004 at Lieber in Jack Staudt's custody. IE's also request pre/post judgment interest, costs and attorney fees.

SPECIFY HOW AND WHEN INFORMAL RESOLUTION WAS ATTEMPTED BY GRIEVANT: IE's have verbally requested WTI/Lieber to pay them prevailing wages. Darrell Williams in 2001 formally protested the improper wages, and filed a grievance which was dismissed for want of jurisdiction. In 2002, Williams filed a lawsuit (Willia et al. v. SCDC, et al., Case No. 02-CP-18-134, now pending) which was certifie a class action representing the class identified in Exh. A. On August 23, 200 the S.C. Supreme Court held in the Adkins and Wicker cases that 24-3-430's prevailing wage provision was mandatory, and IE's could file a grievance for back wages.

Joe W Schmitz 9-27-04

Grievant Signature Date

ACTION TAKEN BY IGC:

See Warden's response.

L Cartin 10/28/04

IGC Signature Date

☐ I accept the action taken by the IGC and consider the matter closed.

☐ I do not accept the action taken and wish to appeal. 3651

N/A

Grievant Signature Date

SCDC 10-5 (Rev. November 1997)

(CONTINUED ON REVERSE SIDE)

Ackerman 5-6-11 3286

WARDEN'S DECISION AND REASON:

See attachment.

Warden Signature — Date: Oct. 28 04

☐ I accept the Warden's decision and consider the matter closed.
☑ I do not accept the Warden's decision and wish to appeal.

Grievant Signature — Date: Joe W Schmit 11-2-04

IGC Signature — Date: 11-2-04

INSTRUCTIONS FOR COMPLETING STEP 1 GRIEVANCE FORM

1. An informal resolution shall be attempted prior to the filing of Step 1.
2. Complete each section in its entirety, writing only in the space provided for inmate use.
3. Only one (1) issue is to be addressed on each form.
4. Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time. Do not write in the space provided for the Warden's response.
5. If you are not satisfied with the Warden's decision, you may appeal to the appropriate responsible official within five (5) days of your receipt of the Warden's decision, via the Institutional Grievance Coordinator.

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John A Sckrietz, #173987 LCI 0704-04

I find that SCDC does not owe you back wages for the labor you provided as part of your participation in the prison industries project located here at Lieber. I also find that none of the authorities you discuss in your grievance require SCDC to pay you a different hourly rate than the hourly rate SCDC currently pays you for your prison industries labor. Therefore, I deny your grievance.

In making these findings, I consulted with Lieber's Inmate Grievance Coordinator. The Inmate Grievance Coordinator, in turn, consulted with SCDC's General Counsel's Office and SCDC's attorney in the class action lawsuit that raises the same issues you raised in your grievance, Williams, et al. v. SCDC, etal., Case No. 02-CP-180134. This attorney also represented SCDC in the South Carolina Supreme Court cases you reference in your grievance, Adkins, et al., v. SCDC and Wicker v. SCDC.

As a result of these efforts, I learned that a circuit court judge will soon consider motions filed by both SCDC and Williams Technologies, Inc. (WTI), the other defendant in the Williams lawsuit, to completely dismiss the case.

I also learned that former Inmate Darrell Williams, the named plaintiff in the class action lawsuit discussed above, also filed a grievance demanding SCDC take action similar if not identical to the action you demand in your grievance. I also learned that Mr. Williams' grievance claims to be a "class action" grievance on behalf of inmates like you. However, I learned that SCDC, in accordance with SCDC policy, terminated Mr. Williams' grievance when SCDC released him from its custody on October 1, 2004.

I conclude that neither the Adkins opinion nor the Wicker opinion ordered you or any other inmate in your position to file a grievance demanding the relief you demand in your grievance. These opinions merely allowed you and other inmates in your position to file such grievances.

I conclude that you are not an "employee" of WTI and that neither Adkins nor Wicker declare that you or inmates in your position are employees of WTI or any other private business. Therefore, to the extent you use the term "inmate/employee" to describe your position or status; I reject your use of that term. You and the other inmates in your position have been, are, and remain inmates lawfully confined within an SCDC facility, and you performed all of your labor in this prison industries project inside the walls of Lieber CI.

I conclude that while Adkins and Wicker discuss and interpret Section 24-3-430, they do not require that you or inmates in your position receive the "prevailing wage" at the rates set forth in Mr. Williams' now terminated grievance. Mr. Williams stated that the "prevailing wage" for work of a similar nature in the private sector was $8.40 to $10.97 per hour in 1999, $9.74 to $11.79 per hour in 2000, and $10.10 to $12.06 per hour in 2001. Mr. Williams based these wage ranges upon a one page memorandum from a College of Charleston Professor, Dr. Joseph Benich. Dr. Benich describes himself as an "Economic Loss Expert". Mr. Williams also stated in his now terminated grievance that, since July 2001, SCDC should have paid you and the other inmates in your position a "negotiated wage" of $4.00 per hour for your labor under other South Carolina statutes.

I conclude that neither Adkins nor Wicker required SCDC to pay you or other inmates in your position the hourly wage rates as stated by Mr. Williams in his now terminated grievance.

Also, to the extent that you demand overtime wages in your grievance, I conclude that neither Adkins nor Wicker require SCDC to pay you or any other inmate in your position overtime wages for your prison industries labor during the time period you discuss in your grievance.

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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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