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MAY -2 2016

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 12 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

is going to continue to return.

MR. WESTBROOK: Judge, that's certainly more than I've gotten so far. I would ask the Court to find out when I can tender the documents, to whom do I give the documents, and so forth.

MR. SUMMERS: Judge, he can give them to me whenever he's ready. If he wants to give me one set with all the names that they represent, that might be logistically easier for me and the agency. He has 150 odd folks. That's a bunch of documents.

THE COURT: Well now, you've said in your -- to me that makes sense.

MR. SUMMERS: Yes, sir.

THE COURT: But I think you've said contrary in your brief, you know, you're saying that he can't submit them on behalf of everybody because that -- he would be going back and having a pseudoclass action. But now, to me, it makes sense to you would accept one set of documents and say, okay, give us a list, it's 183 people this applies to and we'll put it in each file.

MR. SUMMERS: Yes, sir, and I will be happy to do that as long as it is not in any way, shape, or form considered by the Court for future purposes as any kind of acceptance or any kind of recognition of a class. Merely for logistical purposes to save paper, in other words.

I'd be happy to do that. If Mr. Westbrook wants to give me a list, he can give me all the documents he wants to submit. As long as it's not a class, we don't consider it to be a class, it is a method by which we facilitate the acceptance of these materials. And again, it will not change any filing dates of any grievance in whatever phase that has already been established to this point in litigation.

MR. WESTBROOK: Your Honor, I'd like to know, I'd like -- can I -- will this be considered filing with the SCDC because, I mean, that's what the thing requires, not just giving to its lawyer. I want to file it with SCDC, Lieber Correctional, and these other ---

THE COURT: Will you accept service of the filings on behalf of Department of Corrections?

MR. SUMMERS: Yes, sir, I will.

MR. WESTBROOK: I think we've got, you know, I think that's a heck of a lot more than I've had so far and I do appreciate it, Mr. Summers.

THE COURT: All right. Now, let me put my position on the record. My position is that this Court is without authority to grant you the relief that you've requested. I think this Court has unquestionably authority to enforce Judge Goodstein's order, but what you're asking me to do is not provided in Judge Goodstein's order. And so I'm

dismissing your motion, Mr. Westbrook, but you have on the record -- the court reporter will be glad to give you a copy of it -- on admission from Mr. Summers as an officer of this court and as an attorney for the Department of Corrections, he's agreed to do certain things. Now I think those are binding on the Department of Corrections, but understand, I'm not granting an order. All I have done is facilitate the two of y'all reach an agreement which has been memorialized here on the record, and it would show up in the court reporter's transcript but I'm not ordering him to do anything. I think ---

MR. SUMMERS: I will abide by ---

THE COURT: I think this resolution is proper because I think -- well, I think certainly he should accept the documents, but he says he's willing to go further than that and consider the merits of the documents you wish to file under the circumstances that he's outlined that it's not going to change any dates or any procedural requirements or anything of that nature. I think that's probably all you're entitled to and I think you've got that by agreement. Now you've got it memorialized on the record.

MR. WESTBROOK: All right, sir. Very well, sir.

THE COURT: All right. And so with that ---

MR. WESTBROOK: I might add, Your Honor, discussion

whether to do, to give him a class grievance or individual ones. I think since I've already done the individual ones I'd rather tender that if for no other reason but that the calculations for each one are different and they're particularized to each and I've already done individual ones.

MR. SUMMERS: Whatever makes Mr. Westbrook ---

THE COURT: He will accept them either way.

MR. SUMMERS: Whatever is easier for his system is fine.

THE COURT: So what I'm going to do is call Ms. Carolyn Ayer, and I'm going to tell her to prepare me a form order saying that the parties have resolved their differences and their resolution is in the record by the court reporter and that on that basis the matter is settled and the motion is dismissed.

MR. WESTBROOK: Your Honor, I appreciate your doing this and I think Lake does too. I would -- my only concern is this: Is whether SCDC follows through on what Lake has -- I think Lake is stating to the Court in good faith his intentions, but he has a battery of attorneys in Columbia and he is not the only one calling the shots. I mean, I've seen this for five years now.

THE COURT: Well, why can't -- I mean, when an agreement is reached and it's put on the record it becomes

an order of the Court.

MR. SUMMERS: Yes, sir.

MR. WESTBROOK: And may I ---

THE COURT: And so in that respect I'll have to back up a little bit. What I'm going to say is based on the agreement stated into the record by the parties the Court accepts that agreement and the motion is dismissed. How about that?

And I think, Mr. Summers, that if you decide to back up on what you say I think he can come back to me.

MR. SUMMERS: Oh, I understand, sir.

THE COURT: And ask for me to get involved at that time.

MR. SUMMERS: I would agree. And again, ultimately we keep hearing Mr. Westbrook talking about for five years. Quite candidly, Judge, he and I have a vastly different perspective on that. I think we've done the right thing, but that's another issue for another day. Ultimately Mr. Westbrook may not get the relief he wants or thinks these clients deserves, but that's separate and apart from the procedural solution that the Court has fashioned here today.

THE COURT: Well, I think he's got the procedural solution he wanted. You will certain have in the record what you want in the record, and then I think the proper

procedure is to go through administrative law court if you're not happy. Once they deal with it, now if they refuse to accept it or then I think you got relief in this court but that's all.

MR. WESTBROOK: And just so I clarify the record, Your Honor, I'm going to tender Mr. Summers after we finish it's roughly 100 to 200 -- I'm not sure exact number. I think are at legal er original grievances with exhibits, and I'm also going to tender roughly 100 copies of amendments without exhibits for people whose grievances I have sent to other institutions and that's why in most cases I don't have those exhibits nor the original grievances so that's what I'm going to give to him.

MR. SUMMERS: That will be fine, sir. I'll make sure it goes through general counsel and to grievance branch for management and placement in individual files.

THE COURT: That a record has been preserved of these materials and then ultimately decisions will flow from those submissions and we'll go on through hopefully not back before this Court but before administrative law court, perhaps even the Court of Appeals beyond. All right. And I suggest y'all request a transcript. I'm not going to put all that in that order.

MR. SUMMERS: I think that's a wise course of action, sir.

THE COURT: Okay. Thank you very much. Court is in recess.

* * * END OF REQUESTED TRANSCRIPT OF RECORD * * *

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, FRANCES BAKIS-RAY, Registered Professional Reporter (RPR), court reporter for the State of South Carolina, Twelfth Judicial Circuit, do hereby certify that the foregoing proceeding is a stenographic report and was transcribed through computer-aided transcription; that the foregoing transcript contains a true record of the proceedings.

I further certify that I am neither counsel for, nor related to nor employed by any of the parties connected to the action, nor am I financially interested in the action.

Witness my hand at Florence, South Carolina, this 23rd day of April, 2007.

Frances Bakis Ray

FRANCES BAKIS-RAY, RPR
My Commission Expires: 9-13-2014

E. Tayon
Deputy

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
2002CP1800134

FILED COPY
2007 APR 20 PM 3:46
CLERK OF COURT
DORCHESTER COUNTY

Darrell Williams, #219730
Gene Richardson,et al

PLAINTIFF(S)

S.C. Dept Of Corrections.

DEFENDANT(S)

CHECK ONE

( ) JURY VERDICT. THIS ACTION CAME BEFORE THE COURT FOR A TRIAL BY JURY. THE ISSUES HAVE BEEN TRIED AND A VERDICT RENDERED.

xxxxxx DECISION BY THE COURT. THIS ACTION CAME TO TRIAL OR HEARING BEFORE THE COURT.(See Below:)

( ) ACTION DISMISSED (CHECK REASON): ( ) RULE 12b,SCRCP; ( ) RULE 41a SCRCP (VOL NONSUIT); ( ) RULE 43k, SCRCP (SETTLED) ( ) OTHER

( ) ACTION STRICKEN (CHECK REASON): ( ) RULE 40(j) SCRCP;( ) BANKRUPTCY ( ) BINDING ARBITRATION, SUBJECT TO RIGHT TO RESTORE TO CONFIRM VACATE OR MODIFY ARBITRATION AWARD; ( ) OTHER_____

IT IS ORDERED AND ADJUDGED: ( ) See Attached order;( ) Statement of Judgment by the

Upon the call of the case and after discussions on the record of the issues involved, the parties reached an agreement. The agreement is memorialized in the record of this proceeding. Therefore the Motion is dismissed. The agreement of the parties is made an Order of this Court.

Dated at Florence, S.C. this 19th day of April, 2007.

HON. JAMES C. WILLIAMS, JR.
CHIEF ADMINISTRATIVE JUDGE
1ST JUDICIAL CIRCUIT

THIS JUDGMENT WAS ENTERED ON THE 20th DAY OF April 2007 AND A COPY WAS MAILED FIRST CLASS THIS 20th DAY OF April 2007 TO ATTORNEYS OF RECORD OR TO PARTIES WHEN APPEARING PRO SE AS FOLLOWS;

Doug Westbrook

Lake Summers

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DOC #24

LAW OFFICES
MALONE, THOMPSON, SUMMERS & OTT LLC
339 HEYWARD STREET, SUITE 200
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TELEPHONE (803) 254-3300
FACSIMILE (803) 254-0309
FIRM@MTSOLAWFIRM.COM

MICHAEL D. MALONE*
CHARLES F. THOMPSON JR.*
LAKE E. SUMMERS

SPECIAL COUNSEL
LAWRENCE J. NEEDLE*
IMMIGRATION

* ALSO ADMITTED IN TX
• ADMITTED ONLY IN NC
* CERTIFIED SPECIALIST IN LABOR & EMPLOYMENT LAW

LABOR & EMPLOYMENT LAW
EMPLOYEE BENEFITS
IMMIGRATION

OF COUNSEL
ROBERT E. ALLEN •

H. FRANK MALONE
1930-2002

FACSIMILE COVER SHEET

DATE: December 8, 2008

TO: Doug Westbrook

FROM: Lake Summers

FACSIMILE TELEPHONE NUMBER: 843-577-2241

NUMBER OF PAGES (INCLUDING COVER SHEET): 4

MESSAGE: Doug –

Accompanying this cover sheet is a hard copy of an email generated November 7, 2008 from Ann Hallman to our associate Katie Phillips regarding the posting of the "Notice Flier" at SCDC's various institutions. As you can see, all of SCDC's "major" institutions posted the notice on October 20.

Two (2) of SCDC's "pre-release" centers (Campbell and Catawba) did not get into compliance until October 21 for the reason articulated by the parenthetical Ann included in her email.

Three (3) other facilities (Watkins Pre-Release, McCormick CI, and Livesay CI) were in compliance no later than lunch time on October 21 for the reasons

MY FACSIMILE NUMBER: (803) 254-0309
MY TELEPHONE NUMBER: (803) 254-3300

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE ABOVE OFFICE IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE OFFICE AT THE LETTERHEAD ADDRESS VIA THE U.S. POSTAL SERVICE. YOU WILL BE REIMBURSED FOR ANY EXPENSES INCURRED. THANK YOU.

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DOC # 26

articulated by the parenthetical(s) Ann included in her email.

Pursuant to a directive issued by David Tatarsky, SCDC's General Counsel, on Wednesday, October 15, the "flier" was to remain posted through Saturday, December 6 in order to ensure that the agency complied with the terms of Judge Williams' October 7, 2008 order. I'm working with Ann this morning to confirm the precise status of the fliers at the various institutions as of today.

Finally, I'm also working with Ann this morning toward formulating a plan for processing the requests by approximately 125 of your clients for their 19-54s. It would be very helpful if you could provide us a listing of your clients who have prepared such requests and the facilities at which they are currently incarcerated. We could then begin the process of reaching out to the appropriate officials at those institutions in order to secure the information responsive to their requests.

Talk to you soon,

Lake

MY FACSIMILE NUMBER: (803) 254-0309
MY TELEPHONE NUMBER: (803) 254-3300

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE ABOVE OFFICE IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE OFFICE AT THE LETTERHEAD ADDRESS VIA THE U.S. POSTAL SERVICE. YOU WILL BE REIMBURSED FOR ANY EXPENSES INCURRED. THANK YOU.

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Lake Summers

From: Katie Phillips [phillips@mtsolawfirm.com]
Sent: Friday, November 07, 2008 10:41 AM
To: 'Lake Summers'
Subject: FW: POSTING NOTICE FOR LCI PI

Lake:
See below

Katie

Katie Phillips
Malone, Thompson, Summers & Ott
339 Heyward Street Suite 200
Columbia, SC 29201
Office: 803-254-3300
Office Fax: 803-254-0309
E-mail: phillips@mtsolawfirm.com

From: Ann Hallman [mailto:Hallman.Ann@doc.state.sc.us]
Sent: Friday, November 07, 2008 10:25 AM
To: phillips@mtsolawfirm.com
Subject: POSTING NOTICE FOR LCI PI

Ms. Phillips:

The following were posted on October 20, 2008
- Broad River Correctional Institution
- Lower Savannah Pre-Release Center
- Watkins Pre-Release Center
- Wateree Correctional Institution
- MacDougall Correctional Institution
- Trenton Correctional Institution
- Evans Correctional Institution
- Tyger River Correctional Institution
- Lieber Correctional Institution
- Kershaw Correctional Institution
- Coastal Pre-Release Center
- Perry Correctional Institution
- Manning Correctional Institution
- Lee Correctional Institution
- Turbeville Correctional Institution
- Kirkland Correctional Institution
- Palmer Pre-Release Center
- Allendale Correctional Institution
- Stevenson Correctional Institution
- Ridgeland Correctional Institution

The following posted on October 21, 2008 (due to employees being off and not getting the message).
- Campbell Pre-Release Center
- Catawba Pre-Release Center

The following were posted but I did not get confirmation until October 23, 2008:
- Watkins Pre-Release Center
- McCormick Correctional Institution
- Livesay Correctional Institution

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(I was on the phone with these 3 on and off all day on October 21, 2008 and feel certain they were all posted by lunch time on October 21, 2008.

Ann

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.549 / Virus Database: 270.9.0/1773 - Release Date: 11/7/2008 9:08 AM

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.549 / Virus Database: 270.9.0/1773 - Release Date: 11/7/2008 9:08 AM

DOUGLAS H. WESTBROOK
ATTORNEY AT LAW

23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

April 25, 2007

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

Re: Grievance Amendments/Exhibits

Dear Lake:

Pursuant to our agreement on the record April 19, after hearing I hand-delivered to you as counsel for SCDC the following: (1) the original Amendments with Exhibits for those Lieber inmate-clients listed on Exhibit A, attached hereto; and (2) copies of Amendments, without Exhibits, for those non-Lieber inmate-clients listed on Exhibit B, also attached.

During our conversation April 20, you agreed it was appropriate for SCDC to consider the Exhibits for non-Lieber as well as Lieber inmate-clients, and I could submit to you the Exhibits to pair up with the Amendment copies hand-delivered on April 19. Therefore, I enclose herewith those Exhibits, and matching Amendments, for the non-Lieber inmate-clients listed on attached Exhibit B with this letter.

From our on the record agreement, SCDC now accepts for filing and consideration on the merits the Amendments/Exhibits for the Lieber and non-Lieber inmate-clients listed on attached Exhibits A and B.

A few of these are technically not clients, for grievance purposes, however, in view of the considerable work I have done for them I request they be deemed clients for grievance purposes. Also, a few are releasees. In view of the Supreme Court's affirmance on April 23 of SCDC v. Darrell Williams, I respectfully suggest that these grievances also be considered on the merits.

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DOC # 30

Finally, in the Exhibit A (Lieber inmate-clients) list, there are seven people whose original Amendments/Exhibits were not returned to me, and hence were not included in the group of original Amendments/Exhibits I gave to you on April 19. I would appreciate SCDC considering these Amendments/ Exhibits, which I enclose herewith, along with the rest. These seven are: Henry Baker, #263398; Michael Benninger, #264212; Kerlan Etheredge, #236635; James Evans, Jr., #267837; Michael Hood, #279897; Laron Richardson, #258786; and Charles Wells, #254954.

Please advise if you disagree with any of the above, or you need to discuss. Thank you again for your time and attention to these matters.

Sincerely,

Douglas H. Westbrook

DHW/
Encl.

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EXHIBIT A LIST OF ORIGINAL AMENDMENTS/EXHIBITS FOR LIEBER CLIENTS *

Francis Ackerman
Robert Agasto -
Tyrone Aiken, 244428
Linso Allen
Frank Anderson
Henry Baker
Quentin Baker
Michael Baylor
Jacob Beach
Michael Benninger
Lazarus Brannon
Ronald Brewer
Edward Brooks -
Frederick Brown
Keith Brown
Timothy Brown
Edward Bryant
Pete Bryant
Douglas Bude
Larry Burke
Thomas Butler
Derek Carter
Leroy Choice
Zawaski Cobb
Baron Cobbs
Kamathene Cooper
Gladstone Cummings
Quintin Daniels
Heyward Dempsey, III
Phillip Denney
Perry Deveaux
Daniel Dewey
Jerome Durham
Paul Durham
Harlon Edgar
Keith Eigner
Rodney Elliott
Anthony English
Kerlan Etheredge
James Evans, Jr.
Bernard Felder
Jermaine Garriett
Fred Gatewood
Charles Graham, Jr.
Nehemiah Greene
David Harrell
Charles Hartley -
Johnny Hayes
Steven Hickenbottom
Michael Hodge -
Roy Holmes -
Michael Hood
Don Hughes
Timothy Inman
James Jackson
Alfred Joyner
Joseph Kelsey
Michael Key
Dennis Knight
Nicholas Lambros
Nikia Law
Harry Leonard
Quinten Linen
Raymond Livingston
Earl Mack
Percy Martin
Cedric Martino
Larry McClam
James McFadden
Michael McFarland
Thomas Miles
Darrin Miller
Ernest Miller
Roy Morris, Jr.
John Moultrie
Robert Norris
Chauncy Orr
Frank Patterson
Rodney Pressley
Francis Prioleau
Gene Richardson
Isaac Richardson
Laron Richardson
Ignacio Rivera
Donald Robinson
Sandra Sanders -
Vondell Sanders
Arthur Scott
Isaiah Scott
Archie Simmons
Samuel Simmons
Virgil Simpson
David Sims
Jonathan Singleton
Kevin Smith
Robert Smith
Alvin Stewart
Jeff Stinson
William Thomas
James Tino
James Trumper
Charles Wells -
Ray Lee Wells
Allen White -
Kenneth White
Tony Whitt
Derrick Williams
James Williams
Anthony Wright
Eric Youmous
Rogello Zavala

*A few may be transferred out of Lieber.

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EXHIBIT B LIST OF AMENDMENTS/EXHIBITS FOR NON-LIEBER CLIENTS

Tyrone Aiken, 248367
Malik Aljalil
Sherman Austin
Darryel Beasley
James Bogan
Taurus Bowman
Gary Bryant
Terrell Buchanon
Christopher Bush
Michael Busques
Richard Butler
Kenneth Carter
Thomas Carter
Rudy Cassady
Sheldon Clark
Frank Corley
Patrick Curtis
Curtis Davis
Gary Davis
Calvin Drummond
Willie Elder
James Enriquez
David Feggins
Terry Ferguson
Jose Flores
James Foye
Ray Gadsden
Maxie Gamble
Robert Garrett
Jammie Gaymon
Reginald Geddis
Dennis Goff
Richard Graham
Gregory Grant
Howard Grant
Gary Grooms
Nelson Hampton
Willie Hare
Wayne Harlen
James Hartman
Gary Hayes
Johnny Holden
Willie House
Peter Jenkins
Wilbur Jordan
Keith Kelly
Alain Lareau
Stephen Lease
Archie Lee
Rick Libby
Donald Lyles
Lavanza Mack
Donald McAteer
Herbert McFadden
Tony McNeil
Edsell McNeill –
Matin Muntagim
Anthony Murphy
Anthony Murray
James Murray
Jose Perez –
Tony Pitts
Kevin Poston
Germaine Pringle
Larkland Richards
Dennis Richey
Henry Rivers
Darrell Rochester
James Sattler
Joseph Schmitz
Jerome Scott
Roosevelt Scott
Ralph Sellars
George Shine
Kenneth Simmons
Ronald Simmons
Stephone Simmons
Edward Simpson
Timothy Smith
Jeff Spears
Curtis Thompson
James Wells
Bobby Williams
Leon Wilson
Timothy Wilson
John Wojcik
Robert Wydman
Jose Alvarado
John Hunley -
Steven Husband -
Archie Johns -
Gilbert King -
Frank McDowell -
Terrence McLamore -
Henry Sharper -
Mervin Sumpter -

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DOUGLAS H. WESTBROOK
ATTORNEY AT LAW

23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

June 4, 2007

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

Re: Current Grievance Process

Dear Lake:

This will confirm our phone call on May 29, 2007 during which the following matters were covered:

1. You confirmed that SCDC in its "final decisions" currently being issued to inmates, has accepted for filing and considered inmates' Amendments/Exhibits which I hand-delivered to you on April 19th in Florence (Lieber Amendments and Exhibits, and non-Lieber Amendments); and mailed to you April 25 (non-Lieber Amendments/Exhibits). The latter mailing was acknowledged by you as having been received.

2. You also acknowledged that all these Amendments/ Exhibits will be included in the record on appeal when these grievance denials are appealed to the ALJ.

3. Further, you acknowledged that you do represent SCDC in these pending appeals to the ALJ, and that under Rule 54 you are counsel of record to receive service of the notices of appeal, without having to copy the General Counsel of SCDC.

This will also confirm that in our phone conference on June 4 with Judge Williams, you again confirmed SCDC is considering the Amendments/Exhibits in its final decisions to inmates, and that Amendments/Exhibits will be included in the record on appeal when these grievance denials are appealed to the ALJ. Judge Williams further suggested that you send me

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DOC # 31

a short letter confirming these matters, and I believe you agreed to do that.

After Judge Williams hung up, we talked about notifying the ALJ regarding the Darrell Williams grievance outcome on appeal, and that SCDC would suggest that all releasee terminated grievances be processed. We also discussed trying to work out the mechanics of processing releasee grievances, etc.

Finally, we discussed possibly getting together at the ALJ in Columbia to try to consolidate the record on appeal as best we can.

Thank you for your time and attention to these matters, and I look forward to hearing from you.

Sincerely,

Douglas H. Westbrook

DHW/
cc: The Honorable James Williams, Jr.

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Michael A. Busques
(print name)

CERTIFICATE OF SERVICE

I certify that on the 14th day of March 2006,
(month & year)

I filed Amendment, exhibits, step 2
(step 1, Amendment, exhibits, step 2, etc.)

at the Allendale C.I. in the following manner:
(name of prison)

Placing in Box.
(handing it to Grievance Coordinator, placing in box, etc.)

3-14-06
(date)

Michael Busques
(inmate/grievant's signature)

Sworn To Before Me This
14 Day Of
March, 2005.

Notary Public For S.C.

My Commission Expires:
5/18/14

5055

355

DOC #41

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF
Richard Butler
(print name)

CERTIFICATE OF SERVICE

I certify that on the 14th day of ~~April 06~~ March /06 (month & year),
I filed Amendment to Grievance
(step 1, Amendment, exhibits, step 2, etc.)
at the Allendale Corr Inst. (name of prison) in the following manner:
Placing in box
(handing it to Grievance Coordinator, placing in box, etc.)

3-14-06
(date)

Richard Butler
(inmate/grievant's signature)

Sworn To Before Me This
14 Day Of
March, 2005.

Notary Public For S.C.

My Commission Expires:
5/18/14

5056

(35C)

DOC #42

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF
Kenneth Carter
(print name)

CERTIFICATE OF SERVICE

I certify that on the 15 day of 12 05 (month & year),
I filed Step 1 Amendment exhibits Step 2 etc
(step 1, Amendment, exhibits, step 2, etc.)
at the Lieber
(name of prison) in the following manner:
handing it to Grievance Coordinator, placing in box, etc.)

12/15/05
(date)

Kenneth Carter
(inmate/grievant's signature)
Kenneth Carter

Sworn To Before Me This
15th Day Of
December, 2005.

Jacquetta Dorn
Notary Public For S.C.

My Commission Expires:
3-15-09

5057

357

DOC # 43

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF
Sheldon Clark #264772,
(print name here)

CERTIFICATE OF SERVICE

I certify that on the 30, th day of October, 2005.
(month & year)
I filed Amendments w/Ehibits A,C,F,H at the
(step 1, amendment, exhibits, step 2, etc.)
Evans C.I. in the following manner:
(name of prison)
Ms. Skipper, IGC Officer, placing thus in Grievance Box w/proof of service
(handing it Grievance Coordinator, placing in grievance box, etc.)

X 10-30-2K5
(date)

X Sheldon Clark
(inmate/grievant's signature)

Sworn To Before Me This
31 Day Of
October, 2005.
Notary Public For S.C.

My Commission Expires:
08-26-2009

Note: Inmate Grievance #635-04
Filed 9/22/04;
Appealed 11/7/04

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Doc # 44

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF
Willie Hare #256641
(print name here)

CERTIFICATE OF SERVICE

I certify that on the .....28 th..... day of October, 2005.
(month & year)

I filed .....Amendment w/exhibits A,C,F,H at the
(step 1, amendment, exhibits, step 2, etc.)

Evans CI in the following manner:
(name of prison)

Grievance Box w/proof of service attached thereto, to Ms. Skipper, IGC
(handing it Grievance Coordinator, placing in grievance box, etc.)

X OCT 31 - 2005
(date)

X Willie R. Hare
(inmate/grievant's signature)

Sworn To Before Me This
31 Day Of
OCTOBER, 2005.
Notary Public For S.C.

My Commission Expires:
06-06-2009

Note: Grievance #669-04, filed 9/22/04
Appealed 11/7/04.

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Doc # 45

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

ANTHONY MURPHY
(print name here)

CERTIFICATE OF SERVICE

I certify that on the 7th day of Nov 2005,
(month & year)

I filed (step 1 amendment, exhibits, step 2, etc.) at the

MANNING CORRECTIONAL INST in the following manner:
(name of prison)

FLORENCE CHRISTIAN
(handing it Grievance Coordinator, placing in grievance box, etc.)

14 Nov 2005
(date)

(inmate/grievant's signature)

Sworn To Before Me This
14TH Day Of
Nov, 2005.

Notary Public For S.C.

My Commission Expires:
Nov 22, 2009

5060

360

DOC # 96

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF)
Jerome Scott #153381)
(print name))

CERTIFICATE OF SERVICE

I certify that on the 17th day of January 2006 (month & year),
I filed Amendment to Step 1 & Step 2
(step 1, Amendment, exhibits, step 2, etc.)
at the Allendale Corr. Inst. (name of prison) in the following manner:
Placing in Grievance Box
(handing it to Grievance Coordinator, placing in box, etc.)

1/17/06
(date)

Jerome Scott
(inmate/grievant's signature)

Sworn To Before Me This
17 Day Of
January, ~~2005~~ 2006

Helen P Lawrence
Notary Public For S.C.

My Commission Expires:
5/15/14

5061

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Doc # 47

STATE OF SOUTH CAROLINA

DEPARTMENT OF CORRECTIONS

IN RE GRIEVANCE OF

Ronald N. Simmons # 267937
(print name here)

CERTIFICATE OF SERVICE

I certify that on the 28TH day of NOV 2006,
I filed Amendments. exhibits
(step 1, amendment, exhibits, step 2, etc.)
at the Ridgeland. Corr. Inst
(name of prison)
in the following manner:
placing in Grievance box at Ridgeland. C.I.
(handing it Grievance Coordinator, placing in grievance box, etc.)

Nov 28, 2006
(date)

Ronald N. Simmons
(inmate/grievant's signature)

Sworn To Before Me This
_____ Day Of
_____, 2005.

_____
Notary Public For S.C.

My Commission Expires:
_____

Ridgeland. C. I mailroom will not Notorize.

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Doc 48

THE STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

The Honorable Ralph King Anderson, III, Chief Administrative Law Judge

---

Francis Ackerman, #266928, et al.,	)	Docket Nos. 07-ALJ-04-00444 through 00449-AP
	)	Docket Nos. 07-ALJ-04-00500 through 00548-AP
	)	0549-IJ, 0550 through 07-00559-AP
	)	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
	)	

RESPONDENT'S "LEVEL 2" BRIEF

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Counsel for Respondent

5063

rec'd 12-1-11

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In accordance with the order issued by this Court on March 10, 2011, the Respondent, the South Carolina Department of Corrections ["SCDC"], hereby files its brief addressing the issues associated with the "Level 2" stage of the instant consolidated appeal. In its order,[1] the Court ordered the parties to "prepare briefs on the issue of when the fifteen (15) day time period for filing a grievance under [SCDC Inmate Grievance System Policy Number GA-01.12] began to run, taking into account [its] ruling in [its order]."

STATEMENT OF ISSUES ON APPEAL

The Appellants presented the following eight (8) issues in their "Level 2" brief:[2]

1. "Do inmates' grievances concern policies/procedures under [¶ 13.9 of Policy Number GA-01.12][3] because of the grievances' express language and substance, Adkins/Wicker,[4] and notices of appeal, and was there was no time limit to file under [¶ 13.9]?[5]"

2. "Was there reasonable cause under [¶ 13.9] not to file within the original time frame because, assuming inmates had grievance and appeal rights before Adkins/Wicker, they were effectively barred from exercising those rights, and there was no time limit to file under [¶ 13.9] after Adkins/Wicker?"

3. "Did SCDC's application of [¶ 13.1] violate due process because it cut off inmates' claims before they accrued and denied inmates a meaningful opportunity to file grievances before the bar took effect?"

---

[1] *See* this Court's March 10, 2011 Order, p. 10.

[2] *See* the Appellants' "Level 2" Brief dated September 13, 2011, pp. 1 – 2. Obviously, the Appellants identified a myriad of issues which, in their assessment, were relevant to the issue of when the 15-day time period to file their Step 1 grievances began running.

[3] The Appellants repeatedly reference paragraph numbers from the November 1, 2004 edition of SCDC's Inmate Grievance Policy Number GA-01.12. However, the August 1, 2002 edition of Policy Number GA-01.12 is the policy that was actually in effect when the vast majority of the Appellants filed their Step 1s. For clarity's sake, SCDC also references the November 1, 2004 edition within its instant brief. Both editions appear in the record. *See* the 1st Supplemental Record on Appeal filed by SCDC on May 6, 2011 ["1st Supp. R."], Tab C.

[4] Obviously, the Appellants reference our Supreme Court's decisions in *Adkins v. S.C. Dep't of Corr.*, 602 S.E.2d 51 (S.C. 2004), and its companion case, *Wicker v. S.C. Dep't of Corr.*, 602 S.E.2d 56 (S.C. 2004).

[5] SCDC respectfully addresses the first and eighth issues articulated by the Appellants within the same section of its instant brief further below. *See* Section I below, pp. 2 – 14.

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4. "Did SCDC waive [¶ 13.1] because [¶ 13.9] and step 1 instructions were inconsistent with an intention to rely on [¶ 13.1], SCDC did not raise [¶ 13.1] until the step 2 appeal, and SCDC considered these grievances on the merits before invoking [¶ 13.1]?"

5. "Was SCDC estopped from raising [¶ 13.1] under principles of equitable estoppel?"

6. "Did inmates comply with [¶ 13.1] because it was tolled by their class action and they filed grievances no later than 15 days after the class action remittitur filing date or within 45 days of notice posting under 2005 order?"

7. "Did [¶ 13.1] require filing within 15 days after Adkins/Wicker, and if not, did inmates still comply with [¶ 13.1] because it was tolled while inmates were effectively barred from exercising any grievance and appeal rights they may have had before Adkins/Wicker, and after those decisions recognized such rights inmates filed grievances within 15 days after Adkins/Wicker remittitur filing date?"

8. "Did [¶ 13.1] require filing within 15 days after initial employment,[6] and if not, did inmates still comply with [¶ 13.1] by filing during or within 15 days of a term of employment?"

STATEMENT OF THE CASE

For the sake of brevity, SCDC respectfully craves reference to the "Statement of the Case" it provided within its "Level 1" brief filed on January 31, 2011.[7]

ARGUMENT

I. THE 15-DAY FILING DEADLINE FROM ¶ 13.1 OF POLICY NUMBER GA-01.12 APPLIED TO THE APPELLANTS' STEP 1 GRIEVANCES

The Appellants asserted that the 15-day filing deadline from ¶ 13.1 did not apply to the Step 1 grievances ["Step 1s"] they filed in which they articulated a variety of prison industries pay claims.[8] Instead, they asserted that, by the nature of their claims, their Step 1s constituted "policy" grievances, and, therefore, their Step 1s were subject to an exception to the 15-day

[6] As discussed in note 11 below, the Appellants, as inmates who voluntarily participated in the prison industries project operated by SCDC at Lieber Correctional Institution ["Lieber"], were never "employees" and were never "employed" by either SCDC or the private industry sponsor, Williams Technologies.

[7] *See* SCDC's "Level 1" Brief dated and filed January 31, 2011, pp. 2 – 5.

[8] ¶ 13 was entitled "Steps in the Grievance Process," and ¶ 13.1 set forth the applicable time periods as follows: "If informal resolution is not possible, the grievant will complete Form 10-5, Step 1, ... and will submit the Form to *an employee designated by the Warden (not the Inmate Grievance Coordinator)* **within 15 days of the alleged incident.** *An inmate will submit a grievance within the time frames established in the policy.*" [emphasis supplied].

filing deadline from ¶ 13.9.[9] Thus, the Appellants contended that no filing deadline whatsoever applied to their Step 1 "policy" grievances.[10]

In the alternative, the Appellants asserted in support of their eighth issue on appeal that if their Step 1s constituted "incident" grievances rather than "policy" grievances, they still timely filed their Step 1s since they filed them within 15 days of any "term of employment.[11]"

The Appellants argued that, under either theory, they are entitled to back pay attributable to the entire time they voluntarily participated in the project.

SCDC respectfully asserts, however, that the Appellants' Step 1s did not, by the nature of the claims articulated therein, constitute "policy" grievances under ¶ 13.9, and, accordingly, no exception to the 15-day filing deadline from ¶ 13.1 applied to them. SCDC further asserts that the Appellants should have filed their Step 1s within 15 days of date upon which SCDC first remitted their prison industries pay to them. SCDC anchors its assertions upon its interpretation of the operative provisions of Policy Number GA-01.12.[12]

---

[9] ¶ 13.9 provided the following exceptions to the 15-day deadline:

> **Exceptions to the 15 day time limit requirement will be made for grievances concerning policies/procedures.** Exceptions may also be made for **incident grievances** by the Chief/designee, Inmate Grievance Branch, provided that documented reasonable cause can be demonstrated as to why the original time frame was not met, e.g., inmate physically unable to initiate grievance due to hospitalization, court appearance, etc. **The waiver must be requested by the grievant.** [emphasis supplied].

[10] *See* Appellants' Brief, pp. 4 – 7.

[11] *Id.*, pp. 23 – 26. The Appellants' repeatedly use the phrase "term of employment" to describe their voluntary participation in the prison industries project operated by SCDC at Lieber. However, they were never "employees" of either SCDC or the private industry sponsor at any time while they participated in this project. *See Williams v. S.C. Dep't of Corr. and Williams Technologies, Inc.*, 641 S.E.2d 885, 887 (S.C. 2007) and *Adkins*, 602 S.E.2d at 55.

[12] SCDC respectfully submits that its interpretation of Policy Number GA-01.12 is entitled to deference. *See Daisy Outdoor Adver. Co., Inc. v. S.C. Dep't of Transp.*, 572 S.E.2d 462 (S.C. Ct. App. 2002) ("[A]n agency's interpretation of its own regulation deserves considerable deference."). *See also Woodford v. Ngo*, 548 U.S. 81, 90 (2006) and *Al-Shabazz v. State*, 527 S.E.2d 742, 757 (S.C. 2000).

A. THE APPELLANTS' STEP 1s WERE NOT "POLICY" GRIEVANCES

¶ 7.1 recognized that grievable issues consisted of "Department policies/procedure, directives, or conditions which directly affect an inmate." The Appellants contended that "at least 92" of their Step 1s challenged an agency policy. As an example, they referenced this passage from Appellant Austin's Step 1:[13]

> 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" 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).

Although not discussed in their brief, the Step 1s filed by the vast majority of the Appellants also reflect the same request as found in the Step 1 filed by Appellant Ackerman:[14]

> [SCDC] is asked to review and determine whether I am entitled to receive back wages which are due to me from working at Lieber Prison Industries Program when they only paid me $.35 an hour and not prevailing wage as under S.C. Code Ann. Sec 24-3-430(A-7) as well as fact they were getting $4.00 an hour and still did not give me my money from 10/01 to 10/02.

---

[13] *See* Appellants' Brief, p. 5 and 1st Supp. R., p. 1026. The Appellants also contended that "all 188 Amendments to grievances have similar language." The majority of the Appellants' Step 1s are identical or nearly identical to the Step 1s filed by either Appellant Austin or Appellant Ackerman.

[14] *See* 1st Supp. R., p. 934.

Contrary to their assertions, however, the prison industries pay claims articulated by the Appellants in their Step 1s did not render them "policy" grievances.[15] Instead, by these claims, the Appellants challenged the rates of pay remitted to them as a condition of their voluntary participation in the prison industries project operated by SCDC at Lieber.

The rates of pay remitted by the agency to inmates for their prison industries labor constituted and still constitute a condition of their voluntary participation in a prison industries project, and the rates of pay directly affect the inmates. This reality is reflected in the Step 1s filed by Appellants Austin and Ackerman. As shown above, Appellant Austin claimed in his Step 1 that he was entitled to receive the "prevailing wage" of between $8 and $12 per hour from 1999 until July 1, 2001, and a rate of pay equal to $4 per hour thereafter. Appellant Austin supported his claim by referencing exhibits associated with his pay dates, pay rates, hours of labor provided, and pay received. Accordingly, the substance of Appellant Austin's grievance challenged the pay remitted to him by the agency as a condition of his voluntary participation in the prison industries project operated at Lieber. Appellant Austin's invocation of the term "policy" in his Step 1 does not change this reality.

Similarly, in his Step 1, Appellant Ackerman claimed that SCDC should have paid him the "prevailing wage" for his prison industries labor, and he asked SCDC to determine whether it owed him back pay for his labor. Accordingly, the substance of Appellant Ackerman's Step 1 challenged the pay remitted to him by the agency as a condition of his participation in the prison industries project operated at Lieber. Even though he did not use the term "policy" in his Step 1, the nature of his claim is identical to the claim articulated by Appellant Austin in his Step 1.

---

[15] Inmates were directed to identify the basis of their grievance on the agency's pre-printed Step 1 grievance form. Specifically, inmates were required to identify the grievable issue in the block of the form entitled "State Grievance (include documentation, and date of incident; if SCDC Policy, indicate which policy)." [emphasis supplied].

Contrary to their contention, the invocation of the term "policy" by some of the Appellants simply did not transform their claims challenging the conditions of their participation in the prison industries program into claims challenging SCDC's policies. Therefore, SCDC respectfully submits that the substantive nature of their prison industries pay claims do not constitute individual challenges or a collective challenge to any of its policies. *See Wright v. S.C. Dep't of Corr.*, 2006 WL 1430140, *2 (ruling that an inmate's prison industries pay claim "[did] not involve an appeal challenging [SCDC's] policies or procedures.").

B. THE REMEDIES SOUGHT BY THE APPELLANTS WERE NOT CONSISTENT WITH A DEMAND TO CHANGE AGENCY POLICY

¶ 10, entitled "Remedies," provided as follows:

> **10. Remedies:** All SCDC personnel responsible for responding to an inmate grievance will afford each successful grievant a meaningful remedy to the extent that their respective positions, authority, and resources allow. Remedies may include, but are not limited to, the following:
>
> **10.1 Restitution:** Restoration of property by substituting a *state-like* item. This will normally occur instead of any monetary reimbursement.
>
> **10.2 Monetary:** A fair value will be given for items lost or destroyed when willful negligence is proven. (See SCDC policies/procedures regarding inmate property).
>
> **10.3. Changes in policies/procedures, rules, or practices.**[16]
>
> ...

[16] The manner and method by which SCDC operates its various prison industries projects is established and controlled by federal regulations, law, and precedent, and, of course, state law and precedent. The rate at which the agency pays the inmates who participate in its various types of prison industries projects must comply with all such authorities. Thus, SCDC's compliance with these authorities does not constitute a "policy" or "practice" as contemplated in ¶ 10.3 and ¶ 13.9. *See* note 9 above. As it must comply with any and all applicable regulations, statutes, and precedent, SCDC cannot simply modify such compliance based upon a request or demand presented by an inmate within the guise of a so-called "policy" or "procedure" grievance. Thus, this Court properly ruled in *Wright* that a grievance articulating an inmate's prison industries pay claim "[did] not involve an appeal challenging [SCDC's] policies or procedures."

> **10.5 Other remedies, as appropriate.** For example, employee discipline, inmate referral to outside sources, etc. [17]
>
> ...

Appellant Austin sought the following remedies from the agency:[18]

> 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's fees.

Appellant Ackerman sought the following remedies: [19]

> That all money due to me be paid at prevailing wage as well as overtime rate, moreover the prevailing wage be paid now.

The only remedy available for a grievance in which an inmate articulates a claim challenging an agency policy or procedure is, obviously, a change by the agency to the challenged policy or procedure, as contemplated by ¶ 10.3. As distinguished by the other provisions in ¶ 10, however, back pay, which is akin to restitution and money awards, is simply not a remedy available to satisfy a grievance in which an inmate articulates a claim challenging an agency policy and procedure. Again, the remedies sought by the Appellants within their Step 1s consisted of back pay, increased rates of current and future pay, pre-judgment and post-judgment interest, and attorney's fees. Critically, not a single Step 1 filed by any of the Appellants explicitly sought a change to any agency policy or procedure.

Therefore, SCDC respectfully submits that the Appellants' Step 1 grievances did not and do not constitute "policy" grievances as contemplated by ¶ 10.3 and, for that matter, ¶ 13.9 of

---

[17] No provision of Policy Number GA-01.12 recognizes pre-judgment interest, post-judgment interest, costs or attorney's fees as viable remedies.

[18] *See* 1st Supp. R., p. 1026.

[19] *See* 1st Supp. R., p. 934.

Policy Number GA-01.12, and, consequentially, the Appellants' Step 1s were not and are not exempt from the 15-day filing deadline.

C. THE APPELLANTS' ARGUMENTS DO NOT COMPORT WITH PUBLIC POLICY

The Appellants argued in support of their first issue on appeal that their Step 1s constituted "policy" grievances, and, consequentially, no filing deadline whatsoever applied to their grievances. The Appellants also asserted in support of their eighth issue on appeal that if their Step 1s constituted "incident" grievances rather than "policy" grievances, they still timely filed their Step 1s since they filed them within 15 days of any "term of employment." Thus, they argued that they are entitled to back pay and other monetary awards attributable to the entire time they voluntarily participated in the prison industries project operated at Lieber, irrespective of when they filed their Step 1s.[20]

However, SCDC respectfully submits that the Appellants' arguments are starkly inconsistent with public policy. Public policy requires that some limitations period apply to the Appellants' prison industries pay claims, and the 15-day filing deadline from ¶ 13.1 is the only limitations period applicable to these claims.[21]

Limitations periods exist to prevent injured parties from sleeping on their rights, prevent evidence from going stale, promote security and stability, ensure predictability, relieve courts from trying stale claims, and promote the economic interests of the parties. *See e.g. Transp. Ins. Co. and Flagstar Corp. v. S.C. Second Injury Fund*, 699 S.E.2d 687, 690 (S.C. 2010). *See also Moates v. Bobb*, 470 S.E.2d 402, 404 (S.C. Ct. App. 1996). Limitations periods are not mere

[20] *See* Appellants' Brief, pp. 4 – 7 and pp. 25 – 26.

[21] The statutory provisions upon which the Appellants anchor their pay claims do not create a private right of action. *Adkins*, 602 S.E.2d at 54. Therefore, statutes of limitations derived from state law do not apply to the Appellants' claims, and, this Court has no authority to impose a new statute of limitations or expand the time in which the Appellants were required to file their Step 1 grievances. *See generally Mears v. Mears*, 337 S.E.2d 206 (S.C. 1985).

technicalities. *See Transp. Ins. Co. and Flagstar Corp.*, 699 S.E.2d at 690. Statutes of limitations apply to claims not parties. *See e.g. Murphy v. Jefferson Pilot Communications Co.*, 657 F. Supp. 2d 683, 692 (D.S.C. 2008). Such public policy considerations described above are particularly acute in a dynamic prison environment. A limitations period that requires inmates to timely file their grievances after a specific incident occurs ensures that SCDC can respond quickly, that evidence will not go stale, that stability and finality can be achieved, and that inmates are not rewarded for sleeping on their rights. *Woodford,* 548 U.S. at 95 ("When a grievance is filed shortly after the event giving rise to the grievance, witnesses can be identified and questioned while memories are still fresh, and evidence can be gathered and preserved."). Therefore, ¶ 13.1, which requires inmates to file their grievance within 15 days of an alleged incident, is consistent with public policy. *See generally Jones v. Bock*, 549 U.S. 199, 224 (2007) (recognizing without objection that prison grievance time limits are typically short); *Woodford,* 548 U.S. at 95 (same).

Conversely, the public policy issues discussed above are not as acute when inmates challenge an agency policy, because the only available remedy under ¶ 10.3 is a change to the challenged policy. When an inmate seeks a change in an agency policy via a Step 1 grievance, no parties are involved, no evidence goes stale, no party sleeps on his rights, and SCDC's strained financial resources are not at risk. Therefore, the absence of a filing deadline for a Step 1 in which an inmate may challenge an agency policy is consistent with public policy, as, under ¶ 10.3, the only available remedy is a change to the challenged policy.

If no limitations period applied to their prison industries pay claims, the Appellants could effectively defeat the public policy buttressing such limitations periods, and they could completely thwart the purpose of Policy Number GA-01.12. *See generally Johnson v. Johnson,*

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385 F.3d 503, 519 (5th Cir. 2004) ("While it is true that the conditions that Johnson suffered both before and after the grievance were of the same general character, to permit the March 2001 grievance to reach back to events that transpired up to six months earlier would effectively negate the state's fifteen-day rule and frustrate the prison system's legitimate interest in investigating complaints while they are still fresh. That a condition continues does not excuse the failure to file a grievance earlier."); *Wallace v. Burbury*, 305 F. Supp. 2d 801, 806 (N.D. Ohio 2003) ("To allow a filing deadline to toll with a continuous violation, however, would undermine the very purpose of the deadline, which is to limit the time to file a claim.").

As the record clearly reflects, SCDC did not begin receiving Step 1s from the Appellants in which they articulated prison industries pay claims until September 22, 2004. As the record also clearly reflects, a significant number of the Appellants began participating in the prison industries project at Lieber in 1998 and, obviously, SCDC immediately began remitting these Appellants their pay for the labor they provided to this project.[22] Thus, simple arithmetic reveals the stark reality that approximately six (6) years passed between when these Appellants began participating in the project and when they filed their Step 1s challenging their pay beginning on September 22, 2004.

Notwithstanding this six (6) year period, the Appellants insist that they had no obligation to timely notify SCDC of their prison industries pay claims, and SCDC should be required to pay them back pay and other monetary awards irrespective of when they filed their Step 1s. SCDC respectfully submits that the Appellants' arguments frustrate the public policy manifested by the 15-day filing deadline established by ¶ 13.1. *Johnson*, 385 F.3d at 519.

Furthermore, if this Court accepts their theory that no time limit applied to their pay claims or their theory that they timely filed their claims if they filed them during a "term of

[22] *See e.g.* 1st Supp. R., pp. 969, 981, 1005, 1015, 1039, 1098, etc.

employment," the Appellants, inmates lawfully incarcerated within SCDC, will receive greater rights than citizens who seek to challenge the pay and other benefits they receive for their labor. *See e.g.* S.C. Code Ann. § 15-3-530; § 15-3-560; § 15-78-100; and § 41-10-80(C) ("Any civil action for the recovery of wages must be commenced within three years after the wages become due."). Thus, SCDC urges this Court not to accept either of the Appellants' theories, because doing so would lead to such an absurd result. *See Hopper v. Terry Hunt Construction*, 680 S.E.2d 1, 4 (S.C. 2009).

Accordingly, SCDC respectfully submits that, contrary to the Appellants' argument, legitimate public policy concerns require the application of a limitations period to the Appellants' prison industries pay claims, and it further submits that the 15-day filing deadline from ¶ 13.1 of Policy Number GA-01.12 is the only limitations period capable of being applied to these claims.

D. RELEVANT PRECEDENT SUPPORTS THE FILING DEADLINE

As established above, the Appellants' grievances, by virtue of the prison industries pay claims articulated therein, did not seek to challenge any agency policy or procedure. Therefore, SCDC respectfully argues that, pursuant to ¶ 13.1, the Appellants were required to file their Step 1s within 15 days of the alleged incident for which they complained, namely when SCDC first began remitting to them pay attributable to their labor as a condition of their voluntary participation in the prison industries program[23].

A collective analysis of our Supreme Court's decisions in *Al-Shabazz*, *Adkins*, *Wicker*, and *Williams* validates that the prison industries back pay claims articulated by the Appellants in their Step 1s were and are subject to the 15-day filing deadline provided in ¶ 13.1.

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[23] Again, ¶ 13.1 required inmates, such as the Appellants, to file their Step 1s "within 15 days of the alleged incident." Policy Number GA-01.12 provides two exceptions to the 15-day filing deadline. The first exception, for "policy" grievances under ¶ 13.9, is discussed above. The second, a "reasonable cause" exception, is discussed below. Neither exception applied to the prison industries pay claims articulated by Appellants in their Step 1s.

The *Al-Shabazz* Court held that Policy Number GA-01.12 complied with federal law governing inmate grievances, and, thus, common sense dictates that the provisions of the policy, including the 15-day filing deadline established by ¶ 13.1, are valid. In *Adkins*, 602 S.E.2d at 55, the Court held that inmates may not bring a private right of action in circuit court by which to litigate their prison industries pay claims, while in *Wicker*, the companion case to *Adkins*, the Court acknowledged that inmates may litigate such claims via Policy Number GA-01.12. Furthermore, in *Williams*, the class action first filed in 2002 by Appellants' counsel on behalf of all of the Appellants in the instant matter, the Court held that inmates could not bring a private right of action in circuit court against either SCDC or Williams Technologies regarding their prison industries pay under our state's Payment of Wages Act. The *Williams* Court, 641 S.E.2d at 886 n. 1, again recognized that, pursuant to *Wicker*, inmates were directed to litigate prison industries back wage claims within the forum established by Policy Number GA-01.12.

No aspect of any of these decisions invalidates or even calls into question the 15-day filing deadline established by ¶ 13.1. Furthermore, the United States Supreme Court has observed, without objection, that "the deadline for [inmates] filing an administrative grievance is generally not very long – 14 to 30 days." *Woodford*, 548 U.S. at 95 (holding that the Prison Litigation Reform Act requires inmates to properly exhaust their administrative remedies, which includes timely filing their grievances). *See also Jones*, 549 U.S. at 224.

Therefore, the Appellants were required to present their grievances within 15 days of the time that the event complained of occurred.[24] The 15-day deadline began running when SCDC

[24] The ALC, including this Court, has affirmed SCDC's application of the 15-day filing deadline in the manner herein advocated by the agency in the following cases, all of which involved prison industries back pay claims: *Cramer, #251406, v. S.C. Dep't of Corr.*, Docket No. 08-ALJ-04-00577-AP; *Daughtry, #250139, v. S.C. Dep't of Corr.*, Docket No. 04-ALJ-00783-AP; *Grant, #81314, v. S.C. Dep't of Corr.*, Docket No. 05-ALJ-04-750-AP; *Grimmett, Jr., #102226, v. S.C. Dep't of Corr.*, Docket No. 05-ALJ-04-00757-AP; *Larrimore, #238126, v. S.C. Dep't of Corr.*, Docket No. 09-ALJ-04-00470-AP; *Manigault, #280550, v. S.C. Dep't of Corr.*, Docket No.05-ALJ-04-00756-AP; *McLemore, #127966, v. S.C. Dep't of Corr.*, Docket No. 09-ALJ-04-00023-AP; *Pipkin, #283616, v.*

first began remitting to them the pay attributable to their prison industries labor, a condition of their voluntary participation in the prison industries project at Lieber. They were not entitled to wait until *Adkins* or *Wicker* was decided, or until SCDC posted a document concerning the decisions in *Adkins* or *Wicker*.[25] The Appellants were also not entitled to wait to file their grievance during any "term of employment" or within 15 days of the conclusion of their participation in the project at Lieber.

Succinctly stated, the grievance existed when the incident occurred. *See Johnson*, 385 F.3d at 519. Thus, this Court has no authority to impose a new statute of limitations or expand the time in which the Appellants were required to file their Step 1 grievances. *See Mears*. Accordingly, this Court should find that the 15-day filing deadline from ¶ 13.1 began running on the Appellants' claims when SCDC first paid them for their prison industries labor.[26]

S.C. Dep't of Corr., Docket No. 05-ALJ-04-00733-AP; *Pritchett, # 260687, v. S.C. Dep't of Corr.*, Docket No. 07-ALJ-04-690-AP; *Sapp, #218694, v. S.C. Dep't of Corr.*, Docket No. 05-ALJ-04-00732-AP; *Sumter, #242379, v. S.C. Dep't of Corr.*, Docket No. 05-ALJ-04-00749-AP; *Smiley, #262734, v. S.C. Dep't of Corr.*, Docket No. 08-ALJ-04-00571-AP; *Williams, #187203, vs. S.C. Dep't of Corr.*, Docket No. 06-ALJ-04-622-AP; and *Wright, #200123, v. S.C. Dep't of Corr.*, 2006 WL 1430140 (ALJD 2006). *See also Patterson v. S.C. Dep't of Corr.*, 2010-UP-292 (S.C. Ct. App. May 27, 2010) ("[SCDC] denied Patterson's grievance based on [¶ 13.1], which states an inmate must file a grievance within fifteen days of the alleged incident. ... Patterson should have filed his grievance within fifteen days of December 6, 2004, when he originally discovered that [SCDC] lost his inmate property." [emphasis supplied]). The Court of Appeals in *Patterson* also observed that "[t]he adoption and execution of policies and practices . . . are within the province and expertise of correctional officials." (quoting *State v. Blick*, 481 S.E.2d 452, 455 (S.C. Ct. App. 1997))).

[25] As reflected in its April 19, 2005 order granting SCDC's motion to dismiss the class action filed by Appellants' counsel in *Williams*, the circuit court directed SCDC to post a two (2) page "notice flyer" by which inmates would be informed of the dismissal of the case. *See* Appellants' Appendix 2, Doc. No. 16, pp. 289, 299 – 300; April 19, 2005 order, pp. 13 – 14. Within its order (*see* Appellants' Appendix 2, Doc. No. 16, pp 300 – 301; April 19, 2005 order, pp. 14 – 15), the circuit court specifically declared the following regarding Policy Number GA-01.12:

> This Court specifically declares that the deadlines applicable both to the grievants and SCDC officials under the provisions of [Policy Number GA-01.12] apply without modification or alteration. This Court also specifically declares that the provisions reflected in [Policy Number GA-01.12] regarding the processing and adjudication of grievances filed by former inmate plaintiffs are in no way modified, altered, or affected by the terms of the instant order. [emphasis supplied].

[26] The Appellants claimed in their eighth issue on appeal that, so long as they filed their grievance within 15 days of a "term of employment," their grievances were timely filed. They based their contention on the ALC's decision in *Calvin Byrd, # 257319, v. S.C. Dep't of Corr.*, Docket No. 07-ALJ-04-00410-AP (Oct. 10, 2007). However, the

E. THE DOCTRINE OF LACHES BARS THE APPELLANTS' PAY CLAIMS

Regardless of whether this Court concludes that the prison industries pay claims articulated in the Appellants' grievances challenged SCDC's policies instead of specific conditions associated with their voluntary participation in the prison industries project at Lieber, SCDC respectfully submits that the doctrine of laches bars their claims.[27]

"Laches is an equitable doctrine defined as 'neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.'" *Historic Charleston Holdings, LLC v. Mallon*, 673 S.E.2d 448, 456 (S.C. 2009) (citation omitted). As discussed above, many of the Appellants waited over six (6) years after SCDC first paid them to file their Step 1 grievance. SCDC respectfully submits that a six (6) year delay was unreasonable and obviously prejudices its interests. *See Brown v. Butler*, 554 S.E.2d 431, 434 (S.C. Ct. App. 2001). *See also Johnson*, 385 F.3d at 519.

Accordingly, this Court should hold that the doctrine of laches bars the prison industries pay claims articulated by the Appellants in their grievances, irrespective of whether this Court declares them as "incident" or "policy" grievances.

II. THE "REASONABLE CAUSE" EXCEPTION DOES NOT APPLY

The Appellants argued in support of their second issue on appeal that, if this Court determines that their Step 1 grievances constituted "incident" grievances and, therefore, were and

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ALC's decision in *Byrd* did not decide this issue with finality. Moreover, the Appellants completely ignore the reality that, in *Byrd*, the ALC upheld the 15-day time filing deadline, concluded that an inmate's Step 1 grievance which was filed a year and a half after he ended his participation in the prison industry project at issue was untimely, and ultimately affirmed SCDC's decision denying the relief sought by the inmate in his Step 1. The Appellants also ignore overwhelming number of other instances in which the ALC, including this Court, has determined that inmates must file Step 1 grievances in which they articulate prison industries pay claims within 15 days of when they began participating in the project and starting receiving their pay. *See* note 24 above.

[27] The ALC, including this Court, has previously ruled that the doctrine of laches barred identical or nearly identical prison industries pay claims raised by the inmates whose appeals are referenced in note 24 above.

are subject to the 15-day filing deadline from ¶ 13.1, they had "reasonable cause" not to file their Step 1s before our Supreme Court issued its opinions in *Adkins* and *Wicker*.

The Appellants so argued on the following grounds: (1) that SCDC had a "practice" of denying inmate grievances;[28] and (2) that both the ALC's *en banc* order in *McNeil, # 147700 v. S.C. Dep't of Corr.*, Docket No. 00-ALJ-04-00336-AP (Sept. 5, 2001) and ALC Rule of Court 70F limited its jurisdiction to hear appeals of inmate grievances articulating prison industries pay claims before our Supreme Court issued *Adkins* and *Wicker*.[29] The Appellants also argued that, because they had reasonable cause not to file their Step 1 grievances before our Supreme Court issued *Adkins* and *Wicker*, absolutely no filing deadline applied or applies to their Step 1s.

SCDC respectfully asserts that the ruling issued by this Court in its March 10, 2011 "Level 1" order completely negates the Appellants' arguments. Moreover, even if they somehow possessed "reasonable cause" not to file their Step 1s within the 15-day filing deadline established in ¶ 13.1, the Appellants cannot now claim this exception, because they failed to request such an exception in their Step 1s as required by ¶ 13.9.

A. THE COURT'S ORDER NEGATES THE APPELLANTS' ARGUMENTS

This Court considered two (2) issues in the "Level 1" phase of the instant matter: (1) whether *Adkins* and *Wicker* created new substantive rights and/or new remedies; and (2) whether *Adkins* and *Wicker* applied prospectively or retroactively.[30] Ultimately, this Court ruled in its March 10, 2011 order that "[*Adkins*] and [*Wicker*] did not create new substantive rights, new

[28] *See* Appellants' Brief, p. 8. The Appellants offer no evidence whatsoever to support this allegation.

[29] *Id.*, pp. 8 – 9.

[30] *See* this Court's March 10, 2011 Order, p. 2.

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grievance remedies, or new appeal remedies," and that "[t]hese two decisions apply retrospectively.[31]" In so ruling, this Court considered the affect of *McNeil* and found as follows:

> Appellants nonetheless contend that prevailing wage claims were not appealable to the ALC prior to [*Wicker*] because the ALC issued an *en banc* decision in 2001 holding that the ALC's appellate jurisdiction in inmate appeals was limited to either: (1) cases in which an inmate contended that prison officials had erroneously calculated his sentence, sentence related credits, or custody status; or (2) cases in which [SCDC] had taken an inmate's created liberty interest as punishment in a major disciplinary hearing. See McNeil v. S.C. Dep't of Corrections, 00-ALJ-04-00336-AP (Admin. Law Ct. Sept. 5, 2001). According to Appellants, the ALC's *en banc* decision answered the appealabilty question "with finality" until [*Wicker*] was decided.
>
> I find this argument to be without merit. Because the ALC is a lower court, its decisions do not constitute binding precedent. See 21 C.J.C. Courts § 212 (updated Dec. 2010) ("Trial and other inferior courts' decisions are not precedent, either with regard to appellate courts or other trial judges . . . . "). Given that the ALC cannot create judicial precedent, it certainly cannot answer legal questions with "finality.[32]"

Consequently, SCDC respectfully asserts that this Court's interpretation of *McNeil* expresses the reality that *McNeil* did not prevent the Appellants from exercising their grievance or appeal rights before our Supreme Court decided *Adkins* and *Wicker*. Thus, this Court's previous ruling completely negates the Appellants' contention that the ruling in *McNeil* provided them "reasonable cause" by which they were not required to file their Step 1s before the issuance of *Adkins* and *Wicker*. As a result, SCDC respectfully sees no need to reargue these points.

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[31] *Id.*, p. 9.

[32] *Id.*, pp. 8 – 9. This conclusion is also reflected in *Sullivan v. S.C. Dep't of Corr.*, 586 S.E.2d 124 (S.C. 2003). Specifically, the *Sullivan* Court, 586 S.E.2d at 128, n. 5, rejected the ALC's *en banc* decision in *McNeil* as follows:

> For this reason, and because we know *McNeil* has been relied upon by the ALJ in other cases to deny jurisdiction, **the ALJD and the circuit court are instructed to look to this opinion, not *McNeil*, for guidance in future cases.** [emphasis supplied].

Critically, our Supreme Court decided *Sullivan* on August 25, 2003, almost a year before it decided *Adkins* and *Wicker*. The Appellants failed to offer any explanation as to why, after *Sullivan*, *McNeil* still prevented them from exercising their grievance and appeal rights. They also fail to explain why Inmates Wicker and Sullivan were able to exercise their grievance and appeal rights before the issuance of *Adkins* and *Wicker*, but they were not.

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B. NO APPELLANT REQUESTED A WAIVER TO THE 15-DAY TIME LIMIT FOR "REASONABLE CAUSE" AS PERMITTED BY ¶ 13.9

As shown above, ¶ 13.9 provides exceptions to the 15-day deadline as follows:

> Exceptions to the 15 day time limit requirement will be made for grievances concerning policies/procedures. **Exceptions may also be made for incident grievances by the Chief/designee, Inmate Grievance Branch, provided that documented reasonable cause can be demonstrated as to why the original time frame was not met,** e.g., inmate physically unable to initiate grievance due to hospitalization, court appearance, etc. **The waiver must be requested by the grievant.** [emphasis supplied].

¶ 13.9 clearly states that exceptions "*may* also be made for incident grievances." ¶ 13.9 also clearly states that "documented reasonable cause" must be demonstrated as to why the 15-day time limit "was not met," and that any such waiver of the time limit must be "requested by the grievant." Thus, exceptions to the 15-day filing deadline are not automatic or guaranteed. Instead, the grievant must affirmatively request a waiver to the 15-day time limit and provide documented reasonable cause in support such a request.

As reflected by the Record, no Appellant requested a waiver to the 15-day time limit in his Step 1 grievance by which he asserted "reasonable cause" as permitted by ¶ 13.9.[33] Also, no Appellant provided "documented reasonable cause" in the manner required by ¶ 13.9. Therefore, no Appellant satisfied the requirements established in ¶ 13.9.

Instead, the vast majority of Appellants first explicitly invoked such a "reasonable cause" exception in their Notices of Appeal to this Court. By only invoking this exception within their Notices of Appeal, the Appellants never afforded SCDC an opportunity to consider their request. *See Jones*, 549 U.S. at 219 (recognizing that grievances alert prison officials to a problem and

[33] No evidence exists that any agency official ever granted a request by any Appellant for a "reasonable cause" waiver to the 15-day time limit. Likewise, no Appellant received a waiver by asserting that his Step 1 constituted a "policy/procedure" grievance.

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provide them with an opportunity to resolve it). The Appellants now ask this Court,[34] after having failed to comply with ¶ 13.9, to bestow upon them a "reasonable cause exception" to the 15-day filing deadline.

SCDC respectfully submits, however, that the Appellants' failure to properly request a waiver under the terms of ¶ 13.9 fatally undermines this argument.

III. SCDC'S APPLICATION OF THE 15-DAY FILING DEADLINE DID NOT VIOLATE THE APPELLANTS' DUE PROCESS RIGHTS

In support of their third issue on appeal, the Appellants argued that their right to file Step 1 grievances regarding their prison industries pay did not accrue until the issuance of *Adkins* and *Wicker* and that they could not enforce such rights until the issuance of these two (2) decisions.[35] Thus, they argued that SCDC denied them due process by applying the 15-day filing deadline to the Step 1s in which they articulated prison industries pay claims associated with the entire period of time that transpired before the issuance of *Adkins* and *Wicker*.[36]

A. THIS COURT'S ORDER NEGATES THE APPELLANTS' ARGUMENTS

As discussed above, this Court's March 10, 2011 "Level 1" order already determined that "[*Adkins*] and [*Wicker*] did not create new substantive rights, new grievance remedies, or new appeal remedies.[37]" Thus, the Court has already determined that the Appellants possessed grievance rights and appellate remedies concerning their prison industries pay *prior* to our Supreme Court's issuance of *Adkins* and *Wicker*. The Appellants' arguments conflict again with this Court's "Level 1" ruling, and, accordingly, they are frivolous and require no response.

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[34] Within their Notices of Appeal, many Appellants stated the following: "Grievant had reasonable cause under [¶ 13.9] as right to grieve did not accrue until Adkins/Wicker and he filed within a reasonable time." *See e.g.* 1st Supp. R., pp. 956, 1003. Again, this Court's March 10, 2011 "Level 1" order negates this assertion.

[35] *See* Appellants' Brief, p. 11.

[36] *Id.*, p. 11.

[37] *See* this Court's March 10, 2011 "Level 1" Order, p. 9.

B. POLICY NUMBER GA-01.12 PROVIDED DUE PROCESS

Our Supreme Court determined in *Al-Shabazz*, 527 S.E.2d at 753, that "[SCDC's] disciplinary and grievance procedures comply with the minimal due process." The *Al-Shabazz* Court, 527 S.E.2d at 750, also determined that "an inmate may seek review of [SCDC's] final decision in an administrative matter under the APA," and that "[p]lacing review of these cases within the ambit of the APA will ensure that inmate receives due process." Thus, the *Al-Shabazz* Court recognized that inmates received due process by filing a grievance with SCDC and then appealing SCDC's final decision regarding the claims articulated in the grievance to the ALC. The *Wicker* Court, 602 S.E.2d at 57, recognized as much when it rejected the notion that the ALC lacked subject matter jurisdiction to review SCDC's denial of Inmate Wicker's grievance.

This Court's "Level 1" order and the relevant precedent from our Supreme Court flatly contradict the Appellants' claim that SCDC denied them due process by invoking the 15-day filing deadline from ¶ 13.1. The Appellants' failure to timely avail themselves to the process available to them is exclusively attributable to their own failure to act in conformity with the provisions of this paragraph. Consequently, SCDC respectfully submits that its application of the 15-day filing deadline to the Appellants' prison industries pay claims that arose before the issuance of *Adkins* and *Wicker* did not violate their due process rights.

IV. SCDC DID NOT WAIVE THE 15-DAY FILING DEADLINE

The Appellants argued in support of their fourth issue on appeal that SCDC waived the right to apply the 15-day filing deadline to their Step 1 grievances for the following reasons:[38] (1) the language in ¶ 13.9 and the instructions on SCDC's pre-printed Step 1 grievance form, which both state that policy grievances may be filed at any time, are inconsistent with an intent to raise the deadline; (2) for 153 inmates, SCDC did not raise timeliness as an issue in its

[38] See Appellants' Brief, pp. 12 – 14.

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response to the Appellants' Step 1 grievances; and (3) SCDC considered the Appellants' Step 1 grievances and amendments on the merits before invoking the 15-day filing deadline.

A. BOTH ¶ 13.9 AND THE STEP 1 FORM CLEARLY STATED THAT THE 15-DAY FILING DEADLINE APPLIED TO "INCIDENT" GRIEVANCES

As stated above, the Appellants contended that the language in ¶ 13.9 and the instructions appearing on the preprinted Step 1 grievance form are inconsistent with SCDC's intent to assert the 15-day filing deadline as a basis by which to deny the prison industries pay claims they articulated within their Step 1s.[39] However, SCDC respectfully asserts that the Appellants' argument on this point only makes sense if these claims transformed their grievances from "incident" grievances into "policy" grievances and then SCDC incorrectly applied the 15-day filing deadline to their grievances. Neither prong of the Appellants' argument is accurate.

The provisions of Policy Number GA-01.12 and the instructions on the pre-printed Step 1 grievance form were clear and unambiguous. *See e.g. Ward v. West Oil Co., Inc.*, 692 S.E.2d 516, 519 (S.C. 2010). Per the pre-printed form and ¶ 13.1, inmates must have filed their Step 1s within 15 days of any alleged "incident." The only exceptions to this deadline arose in "policy" grievances per the Step 1 form and ¶ 13.9 or when an inmate requested, and received, a "reasonable cause" exception per ¶ 13.9.[40] Nothing about the interplay between the form's instructions and ¶ 13.1 and ¶ 13.9 was confusing, misleading, or contradictory as suggested by the Appellants. SCDC exercised no control or influence over the Appellants' understanding of these provisions. Absolutely nothing in the operative policy or in the language from the pre-printed Step 1 form suggested that an inmate's prison industries pay claims constitute "policy"

[39] The instructions on the preprinted Step 1 form provided as follows: "State Grievance (include documentation, and date of incident; if SCDC Policy, indicate which policy)." *See* 1st Supp. R., p. 934. Further instructions on the form provided as follows: "Submit the completed form to the Institutional Grievance Coordinator within fifteen (15) days of an alleged incident; policy grievances at any time." 1st Supp. R., p. 935.

[40] As explained above, the Appellants' grievances were not "policy" grievances, and they did not request, or receive, an exception to the 15-day filing deadline for this or any other reason.

issues and that a Step 1 grievance presenting such "policy" issues would be exempt from any filing deadline. The Appellants cannot now blame their defective interpretation of the provisions of Policy Number GA-01.12 on anyone other than themselves.

SCDC applied the 15-day filing deadline established in ¶ 13.1 to the Appellants' prison industries pay claims, because these claims represent "incidents" by which the Appellants challenge the conditions of their voluntary participation in the prison industries project operated by SCDC at Lieber. Again, the Appellants argued that the provisions of Policy Number GA-01.12 and the instructions appearing on the pre-printed Step 1 grievance form are somehow inconsistent with the agency's intent to apply the 15-day filing deadline to the claims appearing in their Step1s. These arguments are frivolous, and SCDC did not waive the 15-day filing deadline by issuing and relying on Policy Number GA-01.12 or the pre-printed Step 1 forms.

B. THE WARDEN'S RESPONSES TO THE APPELLANTS' STEP 1s DID NOT CONSTITUTE FINAL AGENCY DECISIONS

The Appellants argued that SCDC waived the 15-day filing deadline, because it did not raise this issue within the majority of its responses to the Appellants' Step 1 grievances. SCDC respectfully submits that the responses provided to the Appellants' Step 1s did not constitute its final decision, and, therefore, it did not waive the 15-day filing deadline.

Step 1 grievances "provide[d] a vehicle for internal solutions at the level having most direct contact with the inmate,[41]" and they were reviewed at the institutional level. Per ¶ 13.1, an inmate completed a Step 1 grievance form in which he articulated the basis of his complaint, and he then had to submit that form to the employee designated by the Warden within 15 days of the

[41] The first page of Policy Number GA-01.12 provided a "Policy Statement" which read as follows: "At a minimum, the grievance system will be designed to provide inmates with a mechanism by which they may seek formal review of their complaints; provide a vehicle for internal solutions at the level having most direct contact with the inmate [Step 1 level]; and provide a means for management review of staff decisions and policies/procedures that may be the source of a complaint [Step 2 level]."

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alleged "incident." Per ¶ 5 and ¶ 13.2, the responsible agency official, upon receipt of the Step 1, conducted a complete investigation and made recommendations to the Warden. Per ¶ 13.3, the Warden responded "in writing ... indicating in detail the rationale for the decision rendered and any **recommended remedies.**" [emphasis supplied]. Per ¶ 10, the Warden did not have the authority to resolve the claims articulated within the Step 1; instead, the Warden only made recommendations regarding the remedies sought by the inmate.[42]

If the inmate was unsatisfied with the response at the institutional level, he could have appealed, under ¶ 13.4 and ¶ 13.5, by filing a "Step 2" appeal and sought a final agency decision:

> 13.4 Appeals to the Responsible Official: If the grievant is not satisfied with the decision of the Warden, **the grievant may next appeal to the *Division Director of Operations* for final resolution of the grievance.** Matters under the administrative jurisdiction of the Department Director and which do not come within the scope of authority/responsibility of an *Division Director of Operations* may be appealed to the appropriate Officer Director or Division Director for final review of the grievance. . . .
>
> **13.5 Appeal Process:** The grievant may appeal **by completing the SCDC Form 10-5a, Step 2, and submitting this form,**[43] as well as the completed copies of Step 1, to the Institutional Inmate Grievance Coordinator within five (5) *calendar* days of the receipt of the response by the grievant. ... The Inmate Grievance Branch will confirm receipt of the appeal, conduct any further investigation necessary, prepare a report, and **present all available information to the responsible official. The responsible official will render the final decision on the grievance** within 60 days from the date that the Institutional Inmate Grievance Coordinator received the appeal of the Warden's decision. ... **The response of the responsible official will be the Department's final response in the matter.** Any action required to implement the Department's final response will require no additional signatures/approval. The Department's final response implies the Department Director's approval. [emphasis supplied].

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[42] Per ¶ 9, the Warden did not have the authority to determine whether a questionable issue is grievable or not.

[43] The Step 2 appeal form stated as follows: "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.**" [emphasis supplied]. Similar language also appeared on the instructions for completing the Step 2 appeal form: "The decision rendered by the responsible official exhausts the appeal process of the SCDC Inmate Grievance Procedure."

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Thus, under ¶ 13.4 and ¶ 13.5, the final decision concerning the issues associated with the inmate's grievance was rendered by the responsible official at the agency level, not the Warden, and this official's response to the Step 2 appeal constituted the final agency decision.

The Warden's responses to the Appellants' Step 1 grievances constituted merely a recommendation regarding the disposition of the prison industries pay claims raised therein, and it did not constitute SCDC's final decision. The Warden did not possess the authority to award the relief requested by the Appellants, namely back pay, interest, costs and attorney's fees. As the Warden's response to the Appellants' Step 1s constituted only a recommendation, and the Warden did not possess the authority to grant the above-described relief, the Warden could not and did not "waive" any potential defense, procedural or substantive, held by SCDC. As the appropriate agency official asserted the 15-day filing deadline in SCDC's final decisions, the Appellants' contention is without merit.

This conclusion is consistent with the overall objective of the inmate grievance system.[44] *See e.g. Jones*, 549 U.S. at 219. Moreover, the Appellants' concept of waiver is derived from the rules of civil procedure. SCDC's inmate grievance system is an internal administrative process; it is not a formal civil proceeding. The rules of civil procedure simply do not apply to the agency's internal administrative process for the resolution of inmate grievances. *See Jones*, 549 U.S. at 216, 219 (finding that under the Prison Litigation Reform Act, correctional institutions can waive responses to grievances without admitting the allegations in the grievance, as is the usual consequence with an unanswered complaint in a civil proceeding. "[T]he grievance is not a summons and complaint that initiates adversarial litigation." (quoting *Johnson* 385 F.3d at 522)).

[44] *See* note 41 above.

Therefore, the Warden's recommended resolution of the Appellants' grievances, as reflected in his Step 1 responses, did not constitute the agency's final decision. Even if the concept of waiver actually applied to the process at issue here, the Warden could not have waived the 15-day filing deadline. The 15-day filing deadline could only be waived, if at all, by the responsible agency official in response to Appellants' Step 2 appeals. As the responsible agency official asserted the 15-day filing deadline in SCDC's final decisions, the Appellants' waiver claim is without merit.

The Appellants argued that SCDC considered their Step 1 grievances and amendments to those grievances on the merits before it raised the 15-day filing deadline, and therefore, the agency waived its right to apply the deadline to their prison industries pay claims.[45] The reality that SCDC, within both its responses to the Appellants' Step 1s and Step 2s, also addressed the substance, or lack of substance, associated with the Appellants' pay claims in no way restricted its ability to raise and apply the 15-day filing deadline from ¶ 13.1 in its final decision. The notion that SCDC somehow waived the filing deadline by including in its final decisions both a substantive rebuttal to the Appellants' pay claims as well as a determination that that the Appellants' Step 1s were time-barred is, very respectfully, overwhelmingly defective.

V. SCDC IS NOT EQUITABLY ESTOPPED FROM APPLYING THE DEADLINE

In support of their fifth issue on appeal, the Appellants urged this Court to rule that, because of ¶ 13.1 and the pre-printed Step 1 form, SCDC is equitably estopped from applying the filing deadline to their pay claims. Specifically, they argued that ¶ 13.1 and the pre-printed

[45] The Appellants' contended that, during a hearing before the circuit court on April 19, 2007, SCDC agreed to file all of their amendments and associated exhibits and consider these documents on the merits. *See* Appellants' Brief, p. 14. However, the transcript from this hearing clearly reflects that SCDC's acceptance of Appellants' amendments "[would] not change any filing dates of any grievances in whatever phase that has already been established to this point in litigation." *See* Appellants' Appendix 2, Doc. No. 23, p. 337. The letter from Appellants' counsel "confirming" his understanding of the events that transpired at the April 19, 2007 hearing constitutes nothing more than his understanding of the events, and it is simply not relevant to the issues before this Court.

form "lulled" them and their counsel into "reasonably believ[ing that their pay claims] were 'policy' grievances under [¶ 13.9] and/or step 1 instructions, and could be filed 'at any time.[46]'" They further argued that "[this] belief that [their pay claims] were policy grievances seems consistent with the ALC opinion in [*Wicker*], and also this Court's March 10, 2011 order,[47] to the effect that prevailing wage grievances fall within [¶ 7.1] of SCDC grievance policy.[48]"

However, SCDC is not equitably estopped from applying the 15-day filing deadline to the grievances in which the Appellants presented their pay claims, because they failed to allege that SCDC engaged in any affirmative conduct upon which they relied to change their position. In *Boyd v. Bellsouth Tel. Co., Inc.*, 633 S.E.2d 136, 142 (S.C. 2006), our Supreme Court announced the elements of an equitable estoppel claim as follows:

> The essential elements of equitable estoppel as related to the party estopped are: (1) conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert; (2) intention, or at least expectation, that such conduct shall be acted upon by the other party; and (3) knowledge, actual or constructive, of the real facts. As related to the party claiming the estoppel, they are: (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question; (2) reliance upon the conduct of the party estopped; and (3) action based thereon of such a character as to change his position prejudicially.

To establish an equitable estoppel claim, the party to be estopped must have engaged in some affirmative act that induces the other party to act or not act. *See Strickland v. Strickland*,

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[46] *See* Appellants' Brief, pp. 18 – 19. The Appellants offer no evidence or information whatsoever to support their contention that they actually and genuinely held this "belief" or how long they purportedly have held it.

[47] The Appellants obviously cannot attribute their reasonable belief for not filing a grievance before September 22, 2004 to this Court's March 10, 2011 "Level 1" order.

[48] *See* Appellants' Brief, p. 18. Neither the ALC's decision in *Wicker*, nor this Court's "Level 1" ruling issued March 10, 2011 supports their equitable estoppel claim. Neither decision addressed the issue of whether prison industries pay claims constitute "policy" issues which transform "incident" grievances into "policy" grievances. Instead, these decisions determined only that these claims constituted "grievable" issues under ¶ 7.1.

650 S.E.2d 465, 470 (S.C. 2007); *Kleckley v. Nw. Nat. Cas. Co.*, 526 S.E.2d 218, 220 – 21 (S.C. 2000); and *Kelly v. Logan, Jolley, & Smith, L.L.P.*, 682 S.E.2d 1, 8 (S.C. Ct. App. 2009).

The Appellants' argument is based solely on ¶ 13.1 and the instructions appearing on the pre-printed Step 1 form. They asserted that these two (2) documents "lulled them into a false sense of security that no limitations period applied to grievances such as these, and they could be filed 'at any time.[49]'" Critically, the Appellants have not alleged any affirmative conduct undertaken by SCDC or any SCDC official. *See Strickland*, 650 S.E.2d at 470; *Kleckley*, 526 S.E.2d at 220 – 21; and *Kelly*, 682 S.E.2d at 8. Remarkably, the Appellants rely exclusively upon the reality that SCDC published its policy and its pre-printed Step 1 grievance form for use by all inmates, including them. Thus, SCDC respectfully submits that its written policy and pre-printed grievance form simply do not constitute sufficient affirmative conduct to support the Appellants' argument. Again, the Appellants cannot blame their defective interpretation of the operative materials on anyone other than themselves, and, consequentially, their argument fails.

Moreover, to set forth an equitable estoppel claim, the Appellants must show that they changed their position in reliance on some affirmative conduct by SCDC. However, they failed to allege that they relied on any conduct by SCDC when they interpreted its polices and grievance forms. *Strickland*, 650 S.E.2d at 471. Furthermore, they failed to allege that they changed their position in reliance on some action by SCDC. *Wright v. Craft*, 640 S.E.2d 486, 506 (S.C. Ct. App. 2006) (denying equitable estoppel claim because there was no evidence that the asserting party changed their position in reliance on the actions of the party to be estopped). They have never asserted that they once believed that the 15-day time period applied to their Step 1s and that they changed this position in reliance on affirmative conduct by SCDC.

[49] *See* Appellants' Brief, p. 19.

Yet again, the Appellants are solely responsible for their defective interpretation of the operative policy and the instructions from the pre-printed Step 1 form. They have presented no evidence that they relied on any conduct by SCDC when they interpreted SCDC's longstanding policies and have presented no evidence that they held any belief other than their pay claims constituted "policy" issues. Therefore, the Appellants' equitable estoppel argument fails.

VI. THE FILING OF *Williams* DID NOT TOLL THE 15-DAY FILING DEADLINE

In support of their sixth issue on appeal, the Appellants' argued that the 15-day filing deadline from ¶ 13.1 was tolled when they filed their action in *Williams* on January 29, 2002:[50]

> In August 2004, Adkins/Wicker first recognized inmates' right to grieve and appeal wage disputes, thus removing the bar to exercise of any rights inmates had.[51] In April 2005, the Circuit Court decertified the class and gave inmates who had not filed a grievance 45 days after notice posting to do so. ...[52]
>
> ... **Inmates contend since the bar to exercise of any rights they had was not removed until after the class action was filed,** they had until 15 days after the remittitur filing date of March 22, 2007, or until April 6, 2007, to file grievances ... For inmates not filed by April 6, 2007, the Circuit Court's order gave them until 45 days after notice posting or until December 4, 2008 to file.[53] [emphasis supplied].

The Appellants relied on rules established in *Crown, Cork & Seal Co. v. Parker*, 462 U.S. 345, 353 – 54 (1983), to argue that "the filing of a class action tolls the statute of limitations as to all class members who timely file individual actions after class certification is denied.[54]" The *Crown* Court, 462 U.S. at 352 – 53, crafted its rules after observing that Federal Rule of Civil

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[50] *See* Appellants' Brief, p. 20. The Appellants' lawsuit was eventually heard by our Supreme Court in *Williams*.

[51] The Appellants again ignored this Court's ruling that these decisions created no new grievance or appeal rights.

[52] *See* note 25 above.

[53] *See* Appellants' Brief, p. 20.

[54] *Id.*, p. 19.

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Procedure [FRCP] 23 "both permits and encourages class members to rely on the named plaintiffs to press their claims."

The rules of civil procedure, however, simply do not apply to SCDC's internal grievance system. This reality is reflected within in the rules themselves. Specifically, South Carolina Rule of Civil Procedure ["SCRCP"] 1 is entitled "Scope of Rules," and it states as follows:

> These rules govern the procedure in all South Carolina courts in all suits of a civil nature whether cognizable as cases at law or in equity, with the exceptions stated in Rule 81.[55] They shall be construed to secure the just, speedy, and inexpensive determination of every action.

SCDC's inmate grievance system is not a South Carolina court. *See also Jones*, 549 U.S. at 219. Therefore, the rules of procedure do not apply to this system. Similarly, critical provisions of the ALC Rules of Procedure and the Administrative Procedures Act do not apply to SCDC's inmate grievance system. *Al-Shabazz*, 527 S.E.2d at 753, 757 (declining to apply certain APA provisions and ALC contested case rules to administrative matters decided by SCDC and observing that "Courts traditionally have adopted a 'hands off' doctrine regarding judicial involvement in prison disciplinary procedures and other internal prison matters.").

Therefore, because the rule announced in *Crown* is derived from the federal rules and the federal rules,[56] like critical provisions of our state rules, are inapplicable to SCDC's inmate

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[55] SCRCP 81 is entitled "applicability," and it states as follows:

> These rules, or any of them, shall apply to every trial court of civil jurisdiction within this state, within the limits of the jurisdiction and powers of the court provided by law, and the procedure therein shall conform to these rules insofar as practicable. They shall apply insofar as practicable in magistrate's courts, probate courts, and family courts to the extent they are not inconsistent with the statutes and rules governing those courts. In any case where no provision is made by statute or these Rules, the procedure shall be according to the practice as it has heretofore existed in the courts of this State.

[56] FRCP 1 is entitled "scope and purpose" and, like SCRCP 1, it provides as follows:

> These rules govern the procedure in all civil actions and proceedings in the United States district courts, except as stated in Rule 81. They should be construed and administered to secure the just, speedy, and inexpensive determination of every action and proceeding.

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grievance system, *Crown* does not impact the applicable time frame by which Appellants were required to file their grievances.[57] As such, the 15-day filing deadline from ¶ 13.1 was not tolled when the Appellants filed their action in circuit court. *See Wallace,* 305 F. Supp. 2d at 806.

VII. THE APPELLANTS DID NOT MEET THE DEADLINE BY FILING THEIR STEP 1s WITHIN 15 DAYS OF THE REMITTITURS IN *Adkins* AND *Wicker*

The Appellants articulated the following in support of their seventh issue on appeal:

> In its final decisions, SCDC contends that inmates had to file within 15 days after the decisions in [*Adkins* and *Wicker*]. (Record, e.g. 950). Inmates respectfully disagree for the reasons stated in issues 1 and 2. However, if the Court believe these were 'incident' grievances and § 13.1 applied, inmates contend they complied by filing within 15 days after the [*Adkins* and *Wicker*] remittitur filing date.[58]

SCDC respectfully submits that it never "contend[ed] that inmates had to file within 15 days after the decisions in [*Adkins* and *Wicker*]." The following passage from the agency's response to Appellant Ackerman's Step 2 appeal reveals as much:

> 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.[59] [emphasis supplied]

Thus, SCDC clearly asserted that the Appellants were, in accordance with ¶ 13.1, required to file their grievances within 15 days of the alleged incident, not within 15 days of the issuance of *Adkins* and *Wicker*. SCDC further submits that the Appellants' arguments in support of this issue are viable only if *Adkins* and *Wicker* created new grievance or appeal rights and

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[57] Even if the class action tolling rule applied to the Appellants' grievances, the tolling would end when the circuit court dismissed their class action suit. *Woodward v. United Parcel Serv., Inc.*, 306 F. Supp. 2d 567, 573 (D.S.C. 2004) (holding that class action tolling ended when court granted summary judgment to defendant on all claims, not the date the court entered final judgment in the court); *Womack v. United Parcel Serv., Inc.*, 311 F. Supp. 2d 492, 496 – 97 (E.D.N.C. 2004) (holding that "tolling ceases directly upon the denial of class certification, and does not extend through some later order in the action or throughout the appeals process").

[58] *See* Appellants' Brief, p. 21.

[59] *See* 1st Supp. R., p. 950. The vast majority of responses provided by SCDC to the Step 2 appeals filed by the other Appellants reflected identical or nearly identical language.

remedies. Again, this Court determined in its March 10, 2011 "Level 1" order that these decisions created no new grievance or appeal rights. Additionally, the authorities cited by the Appellants simply do not support the notion that the Appellants satisfied the relevant deadline by filing their Step 1s within 15 days of the issuance of the Remittitur in either *Adkins* or *Wicker*.[60]

CONCLUSION

In light of the foregoing analysis, SCDC respectfully urges this Court to conclude that the Appellants' 15-day time period for filing their Step 1s under ¶ 13.1 of Policy Number GA-01.12 began to run when it first began paying them for the labor they voluntarily provided to the prison industries project it operated at Lieber. Thus, SCDC further urges the Court to issue an order in its favor on each of the eight (8) issues on appeal identified in the Appellants' "Level 2" brief.

Respectfully submitted,

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Counsel for Respondent

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November 30, 2011

[60] Contrary to the Appellants' assertion, SCDC did not observe the so-called "remittitur rule" in any of its final agency decisions. *See* Appellants' Brief, p. 22.

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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
	)	

CERTIFICATE OF SERVICE

I certify that I have served a copy of the **Respondent's "Level 2" Brief** in the above-captioned matter on the Appellants by mailing a copy of it to their counsel, first class postage pre-paid, at the following address:

Douglas H. Westbrook, Esquire
Attorney at Law
23 Broad Street
Charleston, South Carolina 29401

November 30, 2011

Lake E. Summers

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STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

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

Appellants Francis Ackerman, et al. (inmates) respectfully submit their reply brief for the Level Two stage of this appeal.

ARGUMENT

1. **Inmates' grievances concern policies/procedures under §13.9 of SCDC Grievance Policy because of their express language and substance, Adkins/Wicker, and notices of appeal, and there was no time limit to file under §13.9.**

SCDC contends these were not "policy" grievances but grievances which contested their pay as a "condition" of their work (SCDC Brief, 5). In response, inmates state their grievances substantively and expressly concern policies/procedures under §§7.1, 13.9, not a "condition". This is because SCDC wage rates were based on, and caused by, SCDC policy (Adkins, 602 S.E. 2nd at 53, n. 1; Court's March 10, 2011 order, 6).

SCDC cites Wright v. SCDC 2006 WL 1430140 in support of its position (Brief, 6).

However, inmate Wright did not raise either of the §13.9 exceptions to §13.1, so the Court applied §13.1 (Wright Op., 3).

SCDC contends the remedies inmates seek are not consistent with a demand for change in SCDC policy (Brief, 6). In response, inmates state their grievances alleged they were paid under $1 per hour, requested prevailing back wages up to 2001 and $4 per hour thereafter, and at least 92 step 1's requested that legal rates be paid "in the future" (R, e.g., 934, 1026; 334, 1026). Inmates contend that if under $1 per hour has been paid because of SCDC policy, and inmates have demanded back and future wages at lawful rates, it follows that SCDC wage policy would have to be changed in order to comply with the demand.

SCDC contends that a no time limit rule does not comport with public policy (SCDC Brief, 8). In response, inmates state that SCDC's own grievance policy in §13.9 (R, 330), and step 1 instructions (R, e.g., 935) provide exceptions to the 15 day rule, with no alternative time limit stated, and expressly state that policy grievances can be filed "at any time".

SCDC cites Larrimore, #238126 v. SCDC Dock. No. 09-ALJ-04-00470-AP, Nov. 11, 2008 and others in support of its position (Brief, 12-13, n. 24). In Larrimore, a wage grievance, inmate argued one of the §13.1 exceptions applied without specifying which one. Therefore, the Court applied §13.1. Our case expressly raised both exceptions (§13.9) to §13.1, and expressly challenged SCDC wage policy in step 1's.

Finally, SCDC contends that laches bars inmates' claims (Brief, 14). The Supreme Court in Historic Charleston Holdings, LLC v. Mallon 673 S.E. 2nd 448, 456 (S.C., 2009) stated what a party asserting laches must show:

> In order to establish laches as a defense, a party must show that the complaining party unreasonably delayed its assertion of a right,

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resulting in prejudice to the party asserting the defense of laches.

Laches is an affirmative defense which must be pleaded in the trial court or it is waived (Wright v. Craft 372 S.C. 1, 20-21, 640 S.E. 2nd 486, 497 (S.C. App., 2006); SCRCP 8(c), 12(b) and ALC Rule 68; 27A Am Jur 2nd (1996), Equity, §§140, 201-202). Here, SCDC never raised laches, even in its final decisions (R, e.g., 950, 1034). Moreover, SCDC has not shown why the delay was unreasonable or how it was prejudiced from the delay.

2. **There was reasonable cause under §13.9 not to file within the original time frame because, assuming inmates had grievance and appeal rights before Adkins/Wicker, they were effectively barred from exercising those rights, and there was no time limit to file under §13.9 after Adkins/Wicker.**

SCDC contends this Court's order of March 10, 2011 interprets McNeil as not preventing inmates from exercising their grievance and appeal rights before Adkins/Wicker (Brief, 16). In response, inmates contend that ALC Rule 70F, which was not mentioned in the Court's order, did make McNeil binding on administrative law judges, thus precluding ALC merits appeals in prevailing wage claims.

SCDC cites Sullivan v. SCDC 586 S.E. 2nd 124 (S.C., 2003), for authority that the ALC cannot answer legal questions with "finality". After stating the point inmates have urged on this Court, that "McNeil has been relied upon by the ALJ in other cases to deny jurisdiction", the Sullivan Court instructed the ALJD and Circuit Court to look to this opinion, not McNeil, for guidance in future cases. See 586 S.E. 2nd at 128, n. 5. Sullivan also stated that "much of McNeil's analysis is accurate" (Id), but had nothing to say about ALC jurisdiction for prevailing wage grievances. Thus, there is no reason to believe the bar to merits judicial review of wage disputes was affected by Sullivan until removed in Adkins/Wicker.

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SCDC contends no inmate requested a waiver of the 15 day rule or provided documented reasonable cause (Brief, 17). In response, inmates state that grievances drafted by them allege, "(L)awsuit was filed, ordered to file grievance by Court Wicker v. SCDC, Adkins v. SCDC" (R, e.g., 934). Grievances drafted by counsel allege, Darrell Williams' 2001 filing of a grievance and its dismissal for want of jurisdiction; Williams' 2002 filing of a lawsuit for wages; and reference the Adkins and Wicker decisions' holding that §24-3-430 was mandatory and inmates could file grievances for their wages (R, e.g., 1026).

From the above, it seems apparent that the reason for filing in September 2004, and not earlier, was Adkins/Wicker's recognition of grievance and appeal rights, which previously may have existed but were unenforceable in the courts. Moreover, in contrast to the examples of reasonable cause in §13.9 (hospitalization and court appearances) (R, 330), the reasons here (SCDC's treating grievances non-grievable and the ALC's lacking merits jurisdiction to review) do not call for a waiver request by the grievant, and none should be required.

3. SCDC's application of §13.1 violated due process because it cut off inmates' claims before they accrued and denied inmates a meaningful opportunity to file grievances before the bar took effect.

SCDC contends its grievance policy and inmates' ALC appeal rights provided due process. However, such pre-Adkins/Wicker grievances were processed as non-grievable and summarily dismissed in the ALC for want of jurisdiction without a merits decision. See issue 2, inmates' principal brief.

SCDC contends this Court's March 10, 2011 order negates inmates' arguments (Brief, 18). However, the order does not discuss due process.

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4. SCDC waived §13.1 because §13.9 and step 1 instructions were inconsistent with an intention to rely on §13.1, SCDC did not raise §13.1 until step 2 appeals, and SCDC considered these grievances on the merits before invoking §13.1.

SCDC contends inmates' position that §13.9 and step 1 instructions are inconsistent with SCDC's intent to assert §13.1, only makes sense if these grievances are policy grievances and SCDC incorrectly applied the 15 day rule (Brief, 20). Apparently, SCDC misinterprets inmates' position. For purposes of this issue 4, inmates assume the Court believes these are "incident" grievances and §13.1 applies if there is no waiver.

SCDC contends that nothing in policy or step 1 instructions suggested that (1) pay claims are "policy" issues, and (2) a grievance presenting such policy issues would be exempt from filing deadlines (Brief, 20-21). In response, inmates contend as to pay claims being "policy" issues, both this Court and the ALC in Wicker held that prevailing wage claims fell within §7.1 ("Department policies/procedures, directives, or conditions which directly affect an inmate")(March 10, 2011 Order of this Court, 6; Bennie Wicker, #122304 v. SCDC Dock. No. 00-ALJ-04-00781-AP, Aug. 13, 2001, Op. 2). While policy itself may not have suggested that pay claims were policy issues, court interpretation from at least 2001 did.

As to such a grievance being exempt from deadlines, step 1 instructions allowing filing of "policy grievances at any time" do suggest that pay claims presenting or concerning policy would be exempt from the deadline.

SCDC contends step 1 responses were not final decisions but only recommendations by the Warden and he could not waive §13.1 (Brief, 21). In response, inmates state the Warden's step 1 response must contain a "decision" and recommended remedies (R, 328). The Warden could grant restitution/monetary reimbursement within certain

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limits (R, 327). Here, the Warden's response stated, "Therefore, I again deny your grievance", and advised of rights to appeal (R, e.g., 937, 1029). Upon receipt of the Warden's response, the inmate checked a block stating he accepted or did not accept the Warden's decision (R, e.g., 935, 1027). These excerpts from policy and the step 1 form indicate the Warden's response was not a "recommendation" but a denial decision which was final if not appealed.

Moreover, if the Warden had no authority to waive defenses, he certainly had authority to raise them. In inmates' step 1 responses, the Warden raised these defenses: inmates' claimed hourly rate is incorrect; Adkins/Wicker did not order inmates to file grievances but merely allowed it; inmates were not "employees" of WTI; Adkins/Wicker did not require payment of prevailing wages at the rates in Darrell Williams' grievance; Adkins/Wicker do not require payment of overtime; denial of "class" grievance recognition; and denial of interest, costs, and attorney fees (R, e.g., 936-937; 1028-1029). Most important, the Warden apparently raised §13.1 in some 32 step 1 responses (R, e.g., 1446-1447, 2095-2096, 2779-2780, 3066-3067, 3895-3896). If SCDC's Warden had authority to raise defenses, including §13.1, it is incomprehensible that he could not waive them.*

SCDC contends inmates' waiver concept is derived from the rules of civil procedure which do not apply to SCDC (Brief, 23). However, the civil rules may apply in cases before the ALC to resolve questions not addressed by the rules (ALC Rule 68). By analogy, inmates request the Court to apply SCRCP 8(c)(d) and interpreting case law to find SCDC waived §13.1 by not raising it in many of its step 1 responses.

Concerning SCDC's consideration on the merits of grievances, SCDC admits that it considered the "substance" of inmates' claims in step 1 and 2 responses (Brief, 24).

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* In any event, the Warden's authority should be irrelevant as inmates assert waiver by operation of law in the three ways alleged. 5/02

SCDC also does not deny that it agreed to and did consider on the merits inmates' Amendments to grievances (Brief, 24, n. 45). This in Court agreement was an order of the Circuit Court (SR & JN Doc 24, App. 2, p. 344). The transcript of the hearing and confirming letters speak for themselves (SR & JN Doc 23, App. 2, pp. 334-335, 337, 341; Doc 30-31, App. 2, pp. 349, 353).

Finally, SCDC's assertion that the April 19, 2007 hearing did not change filing dates is irrelevant. This issue 4 assumes for purposes of argument that inmates' grievances were untimely, but that, for the reasons stated in this issue, SCDC waived the right to raise §13.1.

5. SCDC was estopped from raising §13.1 by equitable estoppel.

SCDC contends it is not estopped because it did not engage in any affirmative conduct upon which inmates relied to change their position, citing Boyd v. Bell South Tel. Co., Inc. 633 S.E. 2nd 136, 142 (S.C., 2006) (SCDC Brief, 25). Equitable estoppel to assert the statute of limitations is explained in the following passage from 51 Am Jur 2nd (2000), Limitations of Actions, §390, p. 697:

> To equitably estop a defendant from enforcing the statute of limitations, based on the defendant's inducement to the plaintiff to forbear filing suit, the plaintiff must identify specific promises, threats or inducements by the defendant that prevented the plaintiff from filing suit; vague statements or ambiguous behavior by the defendant will not suffice.

Upon review of Boyd, it seems the Supreme Court uses the six element test from that case for situations other than estoppel to plead the statute of limitations. See, Boyd, 633 S.E. 2nd at 142-3 (claim for easement by equitable estoppel); and Strickland v. Strickland 650 S.E. 2nd at 471-2 (claim for past due alimony barred by equitable estoppel). By contrast, the Court uses the test described on page 18

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of inmates' principal brief from RWE Nukem Corp. v. ENSR Corp. 644 S.E. 2nd 730, 734 (S.C., 2007) and Kleckley v. Northwestern Nat. Cas. Co. 526 S.E. 2nd 218, 220 (S.C., 2000), for estoppel to plead the statute of limitations. Inmates contend that they have briefed the correct test, and Boyd does not apply.

SCDC contends inmates have not shown their reasonable belief that these were "policy" grievances (Brief, 25, n. 46). In response, inmates refer to the circumstances discussed under issue 4, page 5 above. Moreover, inmate-drafted grievances complain that SCDC paid them only $.35 per hour instead of prevailing wages under §24-3-430 (R, e.g., 934). Counsel-drafted grievances expressly state §24-4-430's requirement of prevailing wages, and "WTI/Lieber's policy"of paying usually under $1 per hour (R, e.g., 1026). Thus, all grievances, including Amendments to grievances, invoke SCDC wage policy and the public policy in the statute as a basis for their claims (For example Amendment, see R, 938). That said, it follows that inmates and counsel reasonably believed these were grievances concerning polices/procedures.

6. Inmates complied with §13.1 because it was tolled by their class action and they filed grievances no later than 15 days after the class action remittitur filing date or within 45 days of notice posting under the 2005 order.

SCDC contends the Crown, Cork & Seal Co. v. Parker 103 S. Ct. 2392 (1983) case is derived from FRCP 23, which does not apply to grievance procedure (Brief, 27-28). In response, inmates note that SCRCP 23 governs South Carolina class actions, such as inmates' class action filed on July 1, 2002 (SR & JN Doc 13, Appendix 2, p. 246). Moreover, ALC Rule 68 allows the ALC to apply the SCRCP to resolve questions not addressed by the ALC rules, such as class actions. In addition, grievances are the only "individual action" (Crown, Cork & Seal) inmates can file since Adkins/Wicker

held they could not file a civil action.

SCDC notes that if class action tolling applied, tolling would end when the Circuit Court dismissed inmates' class action suit, citing Woodward v. UPS, Inc. 306 F. Supp. 2nd 567, 573 (D.S.C., 2004) and Womack v. UPS, Inc. 311 F. Supp. 2nd 492, 496-7 (E.D. N.C., 2004). However, there is no indication these cases involved an appeal from class action dismissal/decertification, as occurred here (SR & JN Doc 16, 19, App. 2, pp. 288, 295, 303-306). Inmates' appeal also entailed a stay of all relief granted in the dismissal for the "duration of the appeal", pursuant to SCACR 225 (SR & JN Doc 21, App. 2, pp. 307-308). Finally, Womack did not hold that tolling extended through appeal (311 F. Supp. 2nd at 497).

7. **Section 13.1 did not require filing within 15 days after Adkins/Wicker, but inmates still complied with §13.1 because it was tolled while inmates were effectively barred from exercising any grievance and appeal rights they may have had before Adkins/Wicker, and after those decisions recognized such rights, inmates filed grievances within 15 days after the Adkins/Wicker remittitur filing date.**

SCDC states it never contended that inmates had to file within 15 days after the decisions in Adkins/Wicker (Brief, 29). Inmates respectfully disagree. In the final decision paragraph following the paragraph quoted by SCDC (Brief, 29), SCDC states in its final decisions(R, e.g., 950, 1034):

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

SCDC contends inmates' arguments are viable only if Adkins and Wicker created new grievance or appeal rights, and this Court in its March 10, 2011 order answered

this question in the negative (Brief, 29-30). Inmates again disagree. In Level One, inmates contended Adkins/Wicker created new grievance and appeal remedies for wage claims. This Court disagreed with that contention. Here, inmates contend, assuming they had grievance and appeal rights before Adkins/Wicker, SCDC's practice of denying grievability, and McNeil's and Rule 70F's effect of preventing ALC merits decisions in wage appeals, effectively prevented the exercise of these rights in any meaningful way (Logan v. Zimmerman Brush Co. 102 S.Ct. 1148, 1159 (1982), and enforcement of wage claims in court to successful conclusion. Inmates respectfully believe this contention is re-enforced by Rule 70F, which was not raised in the Level One briefs and order, and also Sullivan v. SCDC 586 S.E. 2nd 124, 128, n. 5 (McNeil "has been relied upon by the ALJ in other cases to deny jurisdiction"), cited by SCDC in its brief, p. 16.

Finally, SCDC contends it did not observe the remittitur rule in its final decisions (Brief, 30, n. 60). SCACR 221(b) states the remittitur shall contain a copy of the judgment of the appellate court, and shall not be sent pending disposition of any petition for rehearing. The remittitur rule holds that an appeal is not ended until the remittitur sent by the appellate court is filed in Circuit Court. See authorities in principal brief, page 22. SCDC stated the following in its final decisions (R, e.g., 949, 1033-1034):

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

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8. Section 13.1 did not require filing within 15 days after initial employment, but inmates still complied with §13.1 by filing during or within 15 days of a term of employment.

SCDC addresses issue 8 within part I of its brief. SCDC contends inmates should have filed grievances within 15 days of date when SCDC first paid them, citing "its" interpretation of grievance policy, which should be given "deference" (Brief, p. 3, n. 12). However, this appears to be counsel's interpretation, not the agency's. The primary, if not only, interpretation of policy by SCDC in the record is its step 1 instructions interpreting §13.9 to allow filing of "policy grievances at any time" (R, e.g., 935).

SCDC contends inmates argue for back pay for the entire time they participated in the Lieber program, irrespective of when they filed step 1's (Brief, 8). Inmates have proposed three alternatives for calculating back pay: First, if the Court construes alleged multiple work periods (per SCDC's spreadsheet, R, 1-30; and/or inmates' Appendix 1) as one term of employment, step 1's filed between periods should be timely, and all work covered, between an inmate's first and last work dates; Second, if the Court does not follow the first alternative, back pay should be paid for all work during the term of employment in which (or within 15 days of which) the inmate filed; and Third, if the Court does not follow the second alternative, back pay should be paid for all work within 15 days of filing.

SCDC contends that if the Court accepts inmates' position, inmates will receive greater rights than citizens (Brief, 11). In response, inmates note they rely on SCDC's own records (see principal brief, 23-25), and ALC case law (Calvin Byrd, #257319 v. SCDC Dock. No. 07-ALJ-04-00410-AP, Oct. 10, 2007) for their position.

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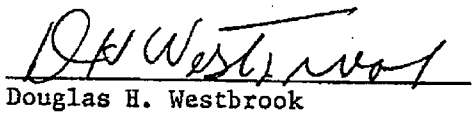
SCDC contends the Calvin Byrd decision was not decided with finality and it upheld the 15 day deadline in that Byrd filed a year and a half after his work had ended (Brief, 13-14, n. 26). In response, inmates note that, while Calvin Byrd may not be binding precedent, it does counteract SCDC's claims that inmates are not entitled to full term of employment wages (Court's order of March 10, 2011, p. 7, n. 7). Moreover, upholding wage denial in Calvin Byrd is not inconsistent with inmates' claims here, which only seek (in issue 8) back wages for the term of employment in which (or within 15 days of which) they filed grievances.

Finally, SCDC contends inmates ignore those ALC decisions holding inmates must file within 15 days of starting work (SCDC Brief, p. 14, n. 26). Inmates refer to one of these as an example. In James Wright, #200123 v. SCDC Dock. No. 06-ALJ-04-00114-AP, April 28, 2006, this Court held, not that Wright had to file within 15 days of starting work, but "within 15 days of the Department's failure to pay him the wages owed" (Wright Op., 3). This means, or could mean, within 15 days of each pay period wherein the Department failed to pay prevailing wages. This describes the third alternative discussed on the preceding page.

CONCLUSION

In conclusion, inmates respectfully request the rulings from the Court listed on pp. 26-27 of their principal brief.

Respectfully submitted,

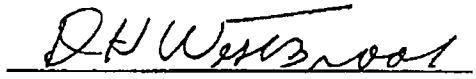


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CERTIFICATE OF SERVICE

I certify that on the 10th day of December 2011, I mailed by first class mail a copy of the Reply Brief of Appellants (Level Two) to counsel for the Respondent S.C. Department of Corrections, as follows:

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STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

Francis Ackerman, #266928, et al.,	Dock. Nos. 07-ALJ-04-00444 through 00449-AP
	Dock. Nos. 07-ALJ-04-00500 through 00548-AP
	0549-IJ, 0550 through 07-00559-AP
	Dock. Nos. 07-ALJ-04-00623 through 00632-AP
	Dock. Nos. 07-ALJ-04-00671 through 00677-AP
Appellants,	Dock. Nos. 07-ALJ-04-00691, 0752, 0826, 0856
	through 0868-AP
vs.	Dock. Nos. 07-ALJ-04-00869 through 00872-AP
	Dock. Nos. 07-ALJ-04-00444, 0876, 0885
South Carolina Department of Corrections,	Dock. Nos. 08-ALJ-04-00141 through 00149-AP
	Dock. Nos. 08-ALJ-04-00169 through 00171-AP,
	0192-AP
	Dock. Nos. 08-ALJ-04-00966 through 01022-IJ
	Dock. Nos. 08-ALJ-04-01023 through 01045-IJ
Respondent.	Dock. Nos. 09-ALJ-04-00304-IJ
	SUPPLEMENTAL BRIEF OF APPELLANTS

Appellants Francis Ackerman, et al. (inmates) respectfully submit their supplemental brief for the Level Two stage of this appeal.

On December 16, 2011, the Court requested each party to supplement its brief by describing, in specific terms, what it contends the term "policies/procedures" means in Section 13.9 of SCDC grievance policy. For the reasons which follow, inmates contend that "policies/procedures" in §13.9 means, without being limited to, SCDC's wage policy for the work program in question.

The term "policies/procedures" appears in several provisions of SCDC's grievance policy, most notably §§7.1 and 13.9 (R, 326, 330). However, the term is not defined in that policy (R, 332).

"Policy" is defined elsewhere as "the general principles by which a government is guided in its management of public affairs" (Black's Law Dictionary, 5th ed, 104).

The term "procedure" is defined as "the act or method of proceeding in an action" (Webster's New World Dictionary, 1989 ed, 341).

Several conclusions can be drawn from these definitions. First, SCDC is an agency of "government". Second, SCDC operates the work program in question under S.C. Code §24-3-310 (R, 360, 2nd ¶) as one of its "public affairs". And third, SCDC operates the program pursuant to certain "principles" and "methods", primarily those in its 1998 contract with Williams Technologies, Inc. (WTI).

Among other things, this contract sets forth how and what it pays inmate workers ("wage rate: $4.00 per hour per inmate - $.35/hr base for inmate")(R, 359); (SCDC's invoicing procedure to WTI and WTI's payment procedure to SCDC)(R, 364, ¶6); (and WTI's agreement to pay SCDC $4/hour per inmate, and SCDC's agreement to pay inmates, security, and PI "overhead")(R, 365, §3.3, ¶1). Inmates contend that this contract, along with other memos in the record (R, 359-375), form the basis of SCDC wage policy which caused them to be paid less than prevailing wages.

Section 7 of grievance policy describes the kinds of issues which are grievable. Among these are "policies/procedures" which directly affect an inmate (§7.1)(R, 326). Section 13.9 states, "(E)xceptions to the 15 day time limit requirement will be made for grievances concerning policies/procedures" (R, 330). Thus, §§7.1 and 13.9 both use the term, "policies/procedures" to describe a kind of grievable issue or grievance. No other type of grievance in §7 contains the term "policies/procedures". Therefore, any §13.9 grievance "concerning policies/procedures" must also be a §7.1 "Department policies/procedures" grievable issue. Obviously, that issue is the only grievable issue within §7 it could possibly be.

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From the above, it seems apparent that "policies/procedures" in §13.9 carries the same meaning as "policies/procedures" in §7.1. If so, any interpretation of the term in one should be authoritative for the other (Spartanburg County v. Arthur 180 S.C. 81, 85, 185 S.E. 2nd 486, 488 (S.C., 1936)(To aid in the construction of the language of a statute, the Court should look to the construction placed upon similar language in other statutes dealing with the same or a cognate subject matter); Busby v. State Farm Mut. Auto Ins. Co. 280 S.C. 330, 312 S.E. 2nd 716 (S.C. App., 1984) (The same word is presumptively intended to have the same meaning throughout a statute).

The meaning of "polices/procedures" in §13.9 has apparently not been directly addressed. However, "policies/procedures" in §7.1 has been discussed in at least two ALC rulings, Bennie Wicker, #122304 v. SCDC Dock. No. 00-ALJ-04-00781-AP, August 13, 2001, Op. 2; and this Court's March 10, 2011 order, page 6-7. These rulings held that "DOC's arrangement with private industry to pay inmates" (Wicker), and "DOC policies that cause them to be paid less than that required by law" (March 10, 2011 order) directly affected inmates under §7.1. If SCDC had an "arrangement" to pay inmates, or "policies" causing them to be paid, it seems reasonable to infer that such arrangement or policies were SCDC's wage policy. This conclusion is supported by language from Adkins, et al. v. SCDC 602 S.E. 2nd 51, 53, n. 1, where, after describing inmates' training wage, the Supreme Court stated: "The policy of paying a training wage ended July 1, 1999".

If SCDC's wage policy is the kind of grievable issue presented in §7.1 by a prevailing wage grievance, the same grievance should also concern wage policy, and thus "policies/procedures", under §13.9. If so, it seems to follow that "policies/

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procedures" within §7.1, and by extension in §13.9, means SCDC wage policy.

Inmates submit that, for purposes of this case, the term "policies/procedures" in §13.9 means SCDC wage policy, without excluding other possible meanings depending on the policy involved.

In conclusion, inmates respectfully request the rulings from the Court listed on pages 26-27 of their principal brief.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on the 21st day of December 2011, I mailed by first class mail a copy of the Supplemental Brief of Appellants (Level Two) to counsel for the Respondent S.C. Department of Corrections, as follows:

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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 Corrections,	)	Docket Nos. 07-ALJ-04-00169 through 00171-AP
	)	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
	)	

RESPONDENT'S SUPPLEMENTAL
"LEVEL 2" BRIEF

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Counsel for Respondent

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12-27-1

In accordance with the directive issued by this Court on December 16, 2011, the Respondent, the South Carolina Department of Corrections ["SCDC"], hereby files its Supplemental "Level 2" Brief.

In its December 16, 2011 directive, the Court ordered the parties to provide a supplemental brief which described, in specific terms, the meaning of the term "policy/procedures" from ¶ 13.9 of the November 1, 2004 edition of SCDC's Inmate Grievance System Policy Number GA-01.12.[1]

I. MEANING OF THE TERM "POLICIES/PROCEDURES"

As stated by the Appellants in the supplemental "Level 2" brief submitted by their counsel on December 21, 2011,[2] the term "policy/procedures" appeared within several provisions of Policy Number GA-01.12. However, as also accurately observed by the Appellants, no definition of the term appeared in Policy Number GA-01.12.[3]

For that matter, SCDC respectfully submits that no provision of Policy Number GA-01.12 defined the terms "policy" or "procedure."

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[1] By an electronic mail message it transmitted to counsel on December 16, 2011, this Court stated as follows:

> One of the issues presented in the Level 2 stage of this appeal is whether Appellants' grievances concern "policies/procedures" under Section 13.9 of [Policy Number GA-01.12]. Section 13.9 provides in pertinent part that "[e]xceptions to the 15 day time limit requirement will be made for grievances concerning policies/procedures."
>
> [The Court] has read the briefs from both parties on this issue, and [it] would like each party to supplement its brief by describing, in specific terms, what it contends the term "policies/procedures" means in Section 13.9.

The Court established a deadline of Thursday, December 22, 2011 for the submission of the parties' respective supplemental briefs.

[2] SCDC's undersigned counsel received the Appellants' Supplemental "Level 2" Brief via facsimile transmission on December 21, 2011. *See* the Appellants' Supplemental "Level 2" Brief, p. 1.

[3] *Id.*

A. DEFINITIONS OF "POLICY" AND "PROCEDURE" OFFERED BY APPELLANTS

In the absence of definitions from Policy Number GA-01.12 itself, the Appellants offered definitions of "policy" and "procedure" from Black's Law Dictionary and Webster's New World Dictionary respectively:[4]

> "Policy" is defined elsewhere as "the general principles by which a government is guided in its management of public affairs" (Blacks's Law Dictionary, 5th ed., 104). The term "procedure" is defined as "the act or method of proceeding in an action" (Webster's New World Dictionary, 1989 ed, 341).

B. OPERATIVE MEANINGS OF THE TERM "POLICY" AND "PROCEDURE" FOR USE BY THIS COURT

While it does not dispute the provenance of the definitions offered by the Appellants, SCDC respectfully submits that these generic definitions are simply not operative within the context of Policy Number GA-01.12 or, perhaps of more relevance, within the context of a prison environment.

Thus, SCDC respectfully submits that the terms "policies" and "procedures" constitute approved guidelines for handling the agency's day-to-day operations as well as statements expressing the basic expectations of conduct for agency staff and inmates.[5] More formally stated, the terms "policies" and "procedures" constitute agency directives deemed by the responsible agency officials as "necessary to preserve internal order and discipline, and to maintain institutional security in the prison." *See e.g. State v. Blick*, 481 S.E.2d 452, 455 (S.C. Ct. App. 1997) (quoting *United States v. Newby*, 11 F.3d 1143, 1146 (3rd Cir. 1993)). As such,

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[4] *Id.*, pp. 1 – 2.

[5] SCDC respectfully submits that the terms "policy" and "procedure" are not explicitly defined in any of its other policies or relevant publications. However, the definition(s) provided by SCDC comports with the manner in which correctional authorities from various states define these terms, and, toward that end, SCDC respectfully submits a sampling of such definitions as Exhibit A in support of its instant supplemental brief.

the formulation of such policies, procedures, and practices "are within the province and expertise of correctional officials." *Id.*

Of additional import and relevance is a decision by the Fourth Circuit Court of Appeals in *Smith v. Ozmint*, 578 F.3d 246 (4th Cir. 2009). In *Smith*, an inmate housed within SCDC's Maximum Security Unit ["MSU"] filed an action in which he claimed that the agency's grooming policy violated his constitutional rights and the Religious Land Use and Institutionalized Persons Act ["RLUIPA"]. The policy at issue "require[d] inmates 'to wear close cropped haircuts for security reasons.'" *Id.* at 249. The inmate refused to comply with the policy because of his religious beliefs and, as a result, his head was forcibly shaven. *Id.* at 249 – 50. In its analysis, the Fourth Circuit, 578 F.3d at 252, observed as follows:[6]

> Of course, due deference must be given "to the experience and expertise of prison and jail administrators in establishing **necessary regulations and procedures to maintain good order, security and discipline, consistent with consideration of costs and limited resources.**" Cutter v. Wilkinson, 544 U.S. 709, 723, 125 S.Ct. 2113, 161 L.Ed.2d 1020 (2005) (citation omitted). Security concerns deserve "particular sensitivity." Id. at 722, 125 S.Ct. 2113." [emphasis supplied].

III. ARGUMENT IN LIGHT OF THE OPERATIVE DEFINITION OF THE TERMS "POLICY" AND "PROCEDURES"

A. THE 15-DAY FILING DEADLINE AND EXCEPTIONS FROM ¶ 13 OF POLICY NUMBER GA-01.12

As discussed by the parties in the briefs they previously filed with the Court, ¶ 13.9 of Policy Number GA-01.12 provided as follows:

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[6] Ultimately, the Fourth Circuit reversed the district court's award of summary judgment in SCDC's favor on the inmate's RLUIPA claim, as it determined that SCDC failed to establish that the policy furthered a compelling governmental interest and was the least restrictive means of furthering that interest. On remand, the district court again granted summary judgment to SCDC on the inmate's RLUIPA claims. *Smith v. Ozmint*, 2010 WL 1071388 (D.S.C. 2010). The inmate appealed the district court's decision on remand back to the Fourth Circuit, and the Fourth Circuit upheld the district court's decision by ruling that the policy was the least restrictive means to further a compelling governmental interest and the policy did not violate the inmate's religious freedoms. *Smith v. Ozmint*, 396 Fed. Appx. 944 (4th Cir. 2010).

> **Exceptions to the 15 day time limit requirement will be made for grievances concerning policies/procedures.** Exceptions may also be made for incident grievances by the Chief/designee, Inmate Grievance Branch, provided that documented reasonable cause can be demonstrated as to why the original time frame was not met, e.g., inmate physically unable to initiate grievance due to hospitalization, court appearance, etc. The waiver must be requested by the grievant. [emphasis supplied].

As also referenced by the parties in their briefs, the 15-day time limit for filing Step 1 grievances ["Step 1s"] referenced within the first sentence of ¶ 13.9 was established by ¶ 13.

¶ 13 was entitled "Steps in the Grievance Process," and ¶ 13.1 set forth the applicable time periods as follows: "If informal resolution is not possible, the grievant will complete Form 10-5, Step 1, ... and will submit the Form to *an employee designated by the Warden (not the Inmate Grievance Coordinator)* **within 15 days of the alleged incident.** *An inmate will submit a grievance within the time frames established in the policy.*" [emphasis supplied].

As articulated by SCDC in the "Level 2" brief it filed November 30, 2011,[7] the Appellants asserted that the 15-day filing deadline from ¶ 13.1 did not apply to the Step 1s they filed in which they articulated a variety of prison industries pay claims. Instead, they asserted that, by the nature of their claims, their Step 1s constituted "policy" grievances, and, therefore, their Step 1s were subject to an exception to the 15-day filing deadline from ¶ 13.9.

Thus, the Appellants contended in their "Level 2" brief dated September 13, 2011 that no filing deadline whatsoever applied to their Step 1 "policy" grievances.[8]

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[7] *See* SCDC's "Level 2" Brief dated and filed November 30, 2011, pp. 2 – 3.

[8] *See* Appellants' "Level 2" Brief dated September 13, 2011, pp. 4 – 7.

B. ARGUMENTS ARTICULATED BY THE APPELLANTS IN THEIR SUPPLEMENTAL "LEVEL 2" BRIEF

The Appellants used the definitions of "policy" and "procedure" they offered in their supplemental "Level 2" brief to advance this argument. Specifically, they argued as follows:[9]

> Several conclusions can be drawn from these definitions. First, SCDC is an agency of "government." Second, SCDC operates the work program in question under S.C. Code § 24-3-310 (R, 360, 2nd ¶) as one of its "public affairs". And third, SCDC operates the program pursuant to certain "principles" and "methods", primarily those in its 1998 contract with Williams Technologies, Inc. (WTI).
>
> Among other things, this contract sets forth how and what it pays inmate workers ("wage rate: $4.00 per hour per inmate - $.35/hr base for inmate") (R, 359); (SCDC's invoicing procedure to WTI and WTI's payment procedure to SCDC) (R, 364, ¶6); (and WTI's agreement to pay SCDC $4/hour per inmate, and SCDC's agreement to pay inmates, security, and PI "overhead") (R, 365, § 3.3, ¶1). **Inmates contend that this contract, along with other memos in the record (R, 359-375), form the basis of SCDC wage policy which caused them to be paid less than prevailing wages. [emphasis supplied].**

The Appellants also offered the following analysis to advance this argument:[10]

> From the above, it seems apparent that "policies/procedures" in [¶ 13.9] carries the same meaning as "policies/procedures" in [¶ 7.1].[11] If so, any interpretation of the term in one should be authoritative for the other. (citations omitted).
>
> The meaning of "policies/procedures" in [¶ 13.9] has apparently not been directly addressed.[12] However, "policies/procedures" in [¶ 7.1] has been discussed in at least two ALC rulings, Bennie Wicker, #122304 v. SCDC, Dock. No. 00-ALJ-04-00781-AP, August 13, 2001, Op. 2; and this Court's

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[9] *See* the Appellants' Supplemental "Level 2" Brief, p. 2.

[10] *Id.*, pp. 3 – 4.

[11] Regarding ¶ 7 of Policy Number GA-01.12, the Appellants observed as follows:

> [¶ 7 of Policy Number GA-01.12] describes the kinds of issues which are grievable. Among these are "policies/procedures" which directly affect an inmate [¶ 7.1] (R, 326). *Id.*, p. 2.

[12] However, this Court, in *Wright v. Wright v. S.C. Dep't of Corr.*, 2006 WL 1430140, *2, held that an inmate's prison industries pay claim "[did] not involve an appeal challenging [SCDC's] policies or procedures." *See* SCDC's "Level 2" Brief dated and filed November 30, 2011, p. 6.

March 10, 2011 order, page 6-7. These rulings held that "[SCDC's arrangement with private industry to pay inmates" (Wicker), and [SCDC] policies that cause them to be paid less than that required by law" (March 10, 2011 order) directly affected inmates under [¶ 7.1]. **If SCDC had an "arrangement" to pay inmates, or "policies" causing them to be paid, it seems reasonable to infer that such arrangement or policies were SCDC's wage policy.** This conclusion is supported by language from Adkins, et al., v. SCDC, 602 S.E.2d, 53, n. 1, where, after describing inmates' training wage, the Supreme Court stated: "The policy of paying a training wage ended July 1, 1999".

If SCDC's wage policy is the kind of grievable issue presented in § 7.1 by a prevailing wage grievance, the same grievance should also concern wage policy, and thus "policies/procedures", under [¶ 13.9]. If so, it seems to follow that "policies/procedures" within [¶ 7.1], and by extension in [¶ 13.9], means SCDC wage policy. [emphasis supplied].

C. **THE PRISON INDUSTRIES PAY CLAIMS ARTICULATED IN THE APPELLANTS' STEP 1 GRIEVANCES DO NOT CONSTITUTE CLAIMS CHALLENGING ANY SCDC "POLICIES" OR "PROCEDURES," AND, THEREFORE, THE 15-DAY FILING DEADLINE APPLIED TO THE APPELLANTS' STEP 1 GRIEVANCES**

1. **Neither this Court's "Level 1" Order nor the ALC's 2001 decision in *Wicker* nor our Supreme Court's decision in *Adkins* supports the conclusion that the rate at which SCDC paid the Appellants for their prison industries labor constituted a "policy" or "procedure" implemented by SCDC.**

Contrary to the suggestions offered by the Appellants in their supplemental "Level 2" brief, neither this Court's March 10, 2011 "Level 1" Order nor the decision by the ALC in *Wicker* have resolved the dispute concerning whether the Appellants' "prevailing wage" claims constituted "policies/procedures" grievances as contemplated under ¶ 13.9 of Policy Number GA-01.12. Our Supreme Court's decision in *Adkins* has, likewise, not resolved the dispute concerning whether the Appellants' "prevailing wage" claims constituted "policies/procedures" grievances as contemplated under ¶ 13.9 of Policy Number GA-01.12

There is no dispute between the parties that the Appellants' prison industries pay claims constituted grievable issues under Policy Number GA-01.12. However, SCDC, in its arguments

to the ALC in *Wicker*, challenged whether such a claim constituted a grievable issue under Policy Number GA-01.12. In rejecting SCDC's challenge on this point, the ALC in *Wicker*, 2001 WL 1005574, *2, (ALJD 2001) ruled as follows:

> Moreover, Wicker's wage dispute falls under the listed issues considered "grievable" under [Policy Number GA-01.12], Specific Procedures, paragraph 7; the first issue listed is "Department policies/procedures, directives, or conditions which directly affect an inmate." Wicker is directly affected by [SCDC's] **arrangement with private industry to pay inmates** less than the "prevailing wage for work of similar nature in the private sector" for the first 320 hours of work.[13] Therefore, Wicker's wage dispute is grievable under the agency's grievance system. [emphasis supplied].

In the section of its March 10, 2011 "Level 1" order appearing immediately after the phrase invoked by the Appellants in their supplemental brief, this Court quoted the very same passage from the ALC's decision in *Wicker*. In doing so, this Court was simply acknowledging that no question existed as to whether the Appellants' prison industries pay claim constituted a grievable issue. SCDC respectfully submits that this Court, by observing that "inmates are 'directly affect[ed]' by [SCDC] polices that cause them to be paid less than that required by law," did not express its conclusion that the rate of pay at which SCDC pays inmates for their prison industries labor constituted a "policy" or "procedure" under ¶ 13.9 of Policy Number GA-01.12 as suggested by the Appellants.

However, regarding the authority under which the rate of pay inmates receive for their prison industries labor is established, the ALC, in *Wicker*, 2001 WL 1005574, *3, n. 4, the observed as follows:

> Certainly, in the absence of an express intent to the contrary, prisoners are not automatically due compensation for their labor. **Indeed, prisoners are obligated to work as part of their sentences and compensation exists only by the "grace of the state." *McMaster v. State of Minn.*, 819**

[13] The Appellants only partially quoted this passage in their supplemental "Level 2" brief. *See* Appellants' Supplemental "Level 2" Brief, p. 3.

F.Supp. 1429, 1438 (D. Minn. 1993). The issue in the instant case is not whether an inmate should be paid for his labor; instead, the issue is whether Wicker has been paid all of the wages which the "grace of the state" provides.

In *Adkins*, also invoked by the Appellants in their supplemental "Level 2" brief,[14] our Supreme Court also referenced *McMaster*, and it did so as follows, 602 S.E.2d at 55, n. 6:

> The trial court relied upon federal cases interpreting the Ashurst-Sumners Act, 18 U.S.C. § 1761, to support its findings that the prevailing wage statute does not give rise to a private cause of action in inmates. In light of our holding, we need not address federal caselaw. However, we note the trial court's ruling is supported by the caselaw. *See Harker v. State Use Industries,* 990 F.2d 131 (4th Cir.), *cert. denied* 510 U.S. 886, 114 S.Ct. 238, 126 L.Ed.2d 192 (1993); ***McMaster v. Minnesota,* 819 F.Supp. 1429 (D.Minn.1993).** [emphasis supplied].

In *McMaster v. Minn.*, 819 F.Supp. 1429, (D.Minn. 1993), a federal court considered whether the protections of the Fair Labor Standards applied to inmates who participated in a prison industries project. In its analysis, the *McMaster* Court, 819 F.Supp at 1438, observed the following:

> Moreover, because plaintiffs are required to work as part of their sentences of incarceration, they are in fact engaged in involuntary servitude, not employment. **The law is clear that prisoners may be required to work and that any compensation for their labor exists by grace of the state.** *Vanskike,* 974 F.2d at 809 (citing *Draper v. Rhay,* 315 F.2d 193, 197 (9th Cir.), *cert. denied,* 375 U.S. 915, 84 S.Ct. 214, 11 L.Ed.2d 153 (1963); *Sigler v. Lowrie,* 404 F.2d 659 (8th Cir.1968), *cert. denied,* 395 U.S. 940, 89 S.Ct. 2010, 23 L.Ed.2d 456 (1969)). **The mere fact that prisoners may be required to work without compensation does not foreclose the possibility that a right to compensation could be conferred upon them by statute.** *Vanskike,* 974 F.2d at 809. But the Thirteenth Amendment's exclusion of prisoner labor from the prohibition on involuntary servitude

[14] As recognized above, the Appellants invoked the first footnote appearing in our Supreme Court's decision in *Adkins*, namely where it stated that "[t]he policy of paying a training wage ended July 1, 1999". SCDC again respectfully submits that the *Adkins* Court, by its statement, did not express a conclusion that the rate of pay at which SCDC pays inmates for their prison industries labor constituted a "policy" or "procedure" under ¶ 13.9 of Policy Number GA-01.12 as suggested by the Appellants. While the decision of our Supreme Court in *Adkins* is obviously relevant, SCDC respectfully submits that the decisions in *Wicker* issued by the ALC and our Supreme Court bear most directly on the present dispute. Neither the ALC nor our Supreme Court characterized the rate at which SCDC paid Inmate Bennie Wicker for the first 320 hours of his prison industries labor as an SCDC "policy" or "procedure."

is a strong indication that as a matter of economic reality, prisoners working for the prison itself are not employed by the prison within the meaning of the FLSA. [emphasis supplied].

2. **The rate at which SCDC paid the Appellants for their prison industries labor is dictated by the applicable enactments of our General Assembly, and, as such, it is not a "policy" or "procedure" implemented by SCDC.**

As reflected in ¶ 10.3 of Policy GA-01.12, the only remedy available to satisfy a grievance which challenges agency "policies/procedures" is a change to such "policies" and/or "procedures." Consequently, the "policies/procedures" challenged by inmates must have been implemented by SCDC, and, perhaps more importantly, such "policies" and "procedures" challenged by inmates in an administrative grievance must be of the type that SCDC has the authority to change. For example, the grooming policy at issue in *Smith v. Ozmint*, discussed above, would constitute such a "policy" or "procedure" under ¶ 7.1 of Policy Number GA-01.12.

However, the rate at which SCDC paid inmates, such as the Appellants, for their prison industries labor does not constitute such a "policy" or "procedure," because it is not of the type that preserves internal order and discipline or otherwise maintains institutional security. Moreover, as acknowledged by *McMaster*, the inmates' right to compensation for their prison industries labor, and, in our state, the rate at which they are paid for their prison industries labor, is established by statutes enacted by the General Assembly.

The General Assembly, not SCDC, enacted the so-called "prevailing wage" statutes, and, within their Step 1s, the Appellants invoked S.C. Code Ann. § 24-3-430 as the basis for their prison industries pay claims.[15]

The General Assembly, not SCDC, then enacted budget provisos which expressly authorized SCDC to pay the Appellants less than the prevailing wage for their prison industries

[15] *See* SCDC's "Level 2" Brief dated and filed November 30, 2011, p. 4.

labor.[16] Thus, the General Assembly, not SCDC, first established and then later modified the rate at which SCDC could pay the Appellants for their prison industries labor. Therefore, the General Assembly's enactment of such legislation means that the rate at which SCDC paid the Appellants for their prison industries labor did not and does not constitute a "policy" or "procedure," as SCDC does not possess the authority to change such legislation. Instead, it must, obviously, comply with all such legislation.

An examination of our Supreme Court's decision in *Wicker*, 602 S.E.2d 56 (S.C. 2004), is illustrative. Inmate Wicker filed a Step 1 by which he challenged the rate at which SCDC paid him for the first 320 hours in which he participated in the prison industries project operated by the agency at Evans Correctional Institution. The ALC reversed SCDC's decision denying Inmate Wicker's grievance, and the circuit court affirmed the ALC's decision in Inmate Wicker's favor. Our Supreme Court in *Wicker*, 602 S.E.2d at 56 – 57, recognized this procedural history as follows:

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

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[16] As recognized by our Supreme Court's decision in *Williams, et al., v. S.C. Dep't of Corr. and Williams Technologies, Inc.*, 641 S.E.2d 885, 886, n. 2 (S.C. 2007), the Appellants have conceded that SCDC "**was authorized to negotiate wages for inmate labor at less than the prevailing wage pursuant to budget provisos passed by the General Assembly** for fiscal years 2001-2002 and 2002-2003." [emphasis supplied]. The *Williams* Court further recognized that the General Assembly passed similar provisos in every subsequent year. *Id.* The General Assembly later codified these provisos into S.C. Code Ann. § 24-1-295.

In affirming both the circuit court and the ALC, our Supreme Court in *Wicker*, 602 S.E.2d at 58, ruled as follows:

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

Thus, any effort by the Appellants to portray the rate at which SCDC paid them for their prison industries labor as a "policy" or "procedure" is fatally flawed.

3. **No contract between SCDC and WTI regarding the manner in which SCDC operates the prison industries project in which the Appellants participated constitutes a "policy" or "procedure" implemented by SCDC.**

Contrary to the analysis offered by the Appellants in their supplemental "Level 2" brief, a contract cannot form the basis of any SCDC "policy" or "procedure."

A contract is an agreement between two parties. The contracts between SCDC and the private sector sponsors that participate in the agency's various prison industries projects express the terms associated with obligations of both parties, including the rate at which SCDC will pay the inmates who participate in these projects. However, the rate of pay at which SCDC pays the inmates is dictated by the applicable statutes enacted by the General Assembly. Thus, SCDC cannot unilaterally change the rate of pay at which it pays the inmates without potentially breaching the contract and, most importantly, without authority from the General Assembly. As observed by our Supreme Court in *Alston v. City of Camden*, 471 S.E.2d 174, 178 (S.C. 1996) (quoting *National R.R. Passenger Corp., V. Atchison, Topeka & Santa Fe Ry. Co.*, 470 U.S. 451, 465 – 66 (1985)):

> Policies, unlike contracts, are inherently subject to revision and repeal, and to construe laws as contracts when the obligation is not clearly and unequivocally expressed would be to limit drastically the essential powers of a legislative body.

Moreover, the contract between SCDC and a particular sponsor may differ significantly from the contract SCDC enters into with another sponsor. Therefore, a single contract cannot establish an SCDC "policy" or "procedure."

Finally, none of the contracts between SCDC and these sponsors preserve internal order and discipline or maintain institutional security. Accordingly, these contracts simply do not constitute an SCDC "policy" or "procedure." Any effort by the Appellants to characterize any contract between SCDC and Williams Technologies which declared the rate at which SCDC would pay them for their prison industries labor as a "policy" or "procedure" is fatally flawed.

IV. CONCLUSION

SCDC respectfully urges this Court to accept the definitions the terms "policies" and "procedures" it provided above. In doing so, SCDC respectfully urges this Court to reject the definitions of these terms articulated by the Appellants in their supplemental "Level 2" brief and to reject the related analysis presented by the Appellants in the same brief.

As it did at the conclusion of its "Level 2" brief, SCDC respectfully urges this Court to rule that the 15-day time period for the Appellants to file their Step 1 grievances under ¶ 13.1 of Policy Number GA-01.12 began to run when it first began paying them for the labor they voluntarily provided to the prison industries project it operated at Lieber Correctional Institution. Thus, SCDC further urges the Court to issue an order in its favor on each of the eight (8) issues on appeal identified in the Appellants' "Level 2" brief.

Respectfully submitted,

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Counsel for Respondent

Columbia, South Carolina
December 22, 2011

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State	Agency	Policy #	Policy Title	Policy/Procedure Definition	Website Address
Arizona	Department of Corrections	Chapter 100	Agency Administration/ Management	This Department Order establishes a coordinated system of written instructions through which the Department communicates its management philosophy, intent, and expectations to employees, inmates, and the public.	http://www.azcorrections.gov/Policies/100/0101.pdf
Idaho	Department of Corrections	*None*	Policies and Standard Operating Procedures	**Policies** serve as the official communication of management philosophy regarding department operations and practices, while standard operating **procedures** provide instruction and/or step-by-step procedure for implementing department **policies**. Neither **policies** nor standard operating **procedures** have the force and effect of law.	http://www.idoc.idaho.gov/content/about_us/policies_and_forms
Minnesota	Department of Corrections	100.100	Policies, Directives and Instructions Manual	**Policy** - outlines the general goals and procedures of a given topic that directly affects the operations of more than one division (Facilities, Community Services and Support Services) or is applicable to the entire department.	http://www.doc.state.mn.us/DOCpolicy2/html/DPW_Display.asp?Opt=100.100.htm
5 2 15 Montana	Department of Corrections	*None*	Facts and Frequently Asked Questions	**Policies** are overarching in scope and describe what must be done and why. **Procedures**, often written for unique divisions, facilities, or programs, describe how something is done by listing operational details, actions necessary to implement policy, and identification of the staff responsible.	http://www.cor.mt.gov/Facts/policies.mcpx
Montana	Department of Corrections	DOC 1.1.2	Policy Management System	**Policy Directive** - A Department of Corrections internal management document that provides the standards by which Department divisions, facilities, and programs will operate.	http://www.cor.mt.gov/content/Resources/Policy/Chapter1/1-1-2.pdf
New Mexico	Department of Corrections	CD-000100	New Mexico Corrections Department Policies and Procedures	**Policy** - A statement that provides general direction to administrators, supervisors, employees, and often inmates and sets forth in general terms minimum standards and expectations. **Procedure**: Descriptions of how a policy is to be implemented, which is designated to communicate in more detail than the policy the process governing specific operations.	http://corrections.state.nm.us/policies/current/CD-000100.pdf

State	Agency	Policy #	Policy Title	Policy/Procedure Definition	Website Address
Oklahoma	Department of Corrections	OP-010101	Policies and Procedures	The written **policies and procedures** essential to the proper management, review and monitoring of the operations and programs of the Oklahoma Department of Corrections (DOC) are set forth in a system of manuals. . . . The **procedures** contained in the department operations manual or field manuals are not created to directly benefit any offender, nor do they confer any right upon any offender or member of the public. The internal departmental procedures are written to instruct department staff on how to exercise the discretion vested in the Board of Corrections and the director and to give authority to staff to exercise that discretion in the performance of their assigned and implied duties.	http://www.doc.state.ok.us/Offtech/op010101.pdf
5/30 Pennsylvania	Department of Corrections	1.1.1	Policy Management System	**Policy** Statement - A stated course of action that guides and determines present and future decisions and activities in the attainment of a goal/objective, or what is to be achieved by the agency and/or facility. **Procedures** - A detailed set of actions, which must be executed to ensure that a policy is fully implemented and complied with. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from **policy** in that it directs action in a particular situation to perform a specific task within the guidelines of the **policy**. A procedure sets forth the action(s) or how the policy is to be achieved.	http://www.portal.state.pa.us/portal/server.pt/community/department_of_corrections/4604/doc_policies/612830
Vermont	Department of Corrections	*None*	Glossary P	**Policy**: A **policy** is a broad position statement that describe a direction, course, or position that the Commissioner's Office, Agency of Human Services Secretary, or the Vermont legislature has established through: 1. A clear articulation of the policy in statute 2. APA Rulemaking 3. The direction of the Commissioner or the Secretary of the Agency of Human Services.	http://www.doc.state.vt.us/about/policies/glossary_p

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., Appellants, vs. South Carolina Department of Corrections, Respondent.	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 Docket Nos. 07-ALJ-04-00671 through 00677-AP Docket Nos. 07-ALJ-04-00691, 0752, 0826, 0856 through 0867-AP Docket Nos. 07-ALJ-04-00869 through 00872-AP Docket Nos. 07-ALJ-04-00444,.0876, 0885 Docket Nos. 07-ALJ-04-00141 through 00149-AP Docket Nos. 07-ALJ-04-00169 through 00171-AP Docket Nos. 07-ALJ-04-00966 through 01021-IJ Docket Nos. 07-ALJ-04-01023 through 01045-IJ Docket No. 09-ALJ-04-00304-IJ

CERTIFICATE OF SERVICE

I certify that I have served a copy of the **Respondent's Supplemental "Level 2" Brief** in the above-captioned matter on the Appellants by mailing a copy of it to their counsel, first class postage pre-paid, at the following address:

Douglas H. Westbrook, Esquire
Attorney at Law
23 Broad Street
Charleston, South Carolina 29401

December 22, 2011

Lake E. Summers

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Docket No. 07-ALJ-04-00444, etc.

Francis Ackerman, #266928, et al.....Appellants,

v.

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

APPELLANTS' MOTION TO SUSPEND BRIEFING SCHEDULE
AND FOR PERMISSION TO FILE REVISED INITIAL BRIEF

COMES NOW, Appellants by counsel, who request that the Court suspend the current briefing schedule and grant Appellants permission to file a revised Initial Brief should the Court grant the Administrative Law Court's (ALC) request for leave to file its Second Amended Order presented to the Court on May 17, 2012. SCDC consents to this motion.

Respectfully submitted,

Douglas H. Westbrook, #6039
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(843) 853-9600
Attorney for Appellants

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Docket No. 07-ALJ-04-00444, etc.

Francis Ackerman, #266928, et al.....Appellants,

v.

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

MEMORANDUM IN SUPPORT OF APPELLANTS' MOTION TO SUSPEND BRIEFING SCHEDULE AND FOR PERMISSION TO FILE REVISED INITIAL BRIEF

COMES NOW, Appellants by counsel, who submit the within Memorandum In Support of Appellants' Motion to Suspend Briefing Schedule and for Permission to File Revised Initial Brief, as follows.

This case involves 197 prevailing wage grievance appeals from the South Carolina Department of Corrections (SCDC). From 2007 to March 2012, the case was pending before the Administrative Law Court (ALC).

On March 2 and 16, 2012, the ALC issued an Order, and Amended Order, respectively, affirming SCDC's dismissal of all Appellants' grievances but one for untimeliness under SCDC grievance policy. The March 16 Amended Order intended to just add four inmate Appellants to the caption which were inadvertently omitted from the March 2 Order. Instead, the March 16 Amended Order omitted one issue from the March 2 Order and made other changes.

On March 29, 2012, inmate Appellants appealed, through counsel, the

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March 2 Order and March 16 Amended Order (plus a March 10, 2011 interlocutory Order) to the Court of Appeals.

On April 27, 2012, Appellants filed their Initial Brief with the Court of Appeals. This brief referenced both Orders throughout because of the changes in the March 16 Amended Order.

On May 17, 2012, the ALC wrote the Court of Appeals requesting leave to issue a Second Amended Order to correct the March 16 Amended Order because of the inadvertent changes made to the March 2 Order. The proposed Second Amended Order was enclosed with the ALC's letter to the Court of Appeals.

Currently, SCDC's Initial Brief in response to Appellants' Initial Brief is due on or about May 29, 2012.

If this Court grants leave to the ALC to file the Second Amended Order, Appellants' currently filed Initial Brief will contain references to the March 2 Order and March 16 Amended Order instead of the May 17 Second Amended Order.

Therefore, Appellants respectfully request the following orders from the Court:

(1) That Appellants are granted permission to file a revised Initial Brief to reflect references to the Second Amended Order if the Court grants the ALC leave to file the Second Amended Order; and this revised Initial Brief shall be filed within 30 days of receipt of the Court of Appeals' orders as herein requested.

(2) That the current briefing schedule requiring SCDC's Initial Brief to

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be filed on or about May 29, 2012 is suspended, and SCDC's Initial Brief shall be filed within 30 days of service of Appellants' revised Initial Brief.

Finally, undersigned has communicated with SCDC's counsel who consents to the within motion being granted.

Respectfully submitted,

Douglas H. Westbrook, #6039
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(843) 853-9600
Attorney for Appellants

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Docket No. 07-ALJ-04-00444, etc.

Francis Ackerman, #266928, et al.....Appellants,

v.

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

AFFIDAVIT

I, Douglas H. Westbrook, depose and state as follows:

1. I represent some 197 appellants in the above captioned appeal from the S.C. Administrative Law Court (ALC).

2. The March 2 Order and March 16 Amended Order affirmed dismissal of all but one of appellants' grievance appeals.

3. According to the ALC's letter of May 17, 2012, the March 16 Amended Order was intended to be the same as the March 2 Order except to add four inmate appellants to the caption.

4. In fact, the March 16 Amended Order omitted one issue and made other changes.

5. Currently, SCDC's Initial Brief is due on or about May 29, 2012.

6. SCDC, through its counsel, consents to this motion being granted.

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FURTHER DEPONENT SAYETH NOT.

Douglas H. Westbrook, #6039

Signed and Sealed Before Me
This 23rd Day of May, 2012.

Notary Public For ~~S.C.~~

My Commission Expires:
4/4/16

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

Docket No. 07-ALJ-04-00444, etc.

Francis Ackerman, #266928, et al.....Appellants,

v.

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

CERTIFICATE OF SERVICE

I certify that on the 23rd day of May 2012, I mailed by first class mail a copy of Appellants' Motion to Suspend Briefing Schedule and for Permission to File Revised Initial Brief, Memorandum in Support of Appellants' Motion to Suspend Briefing Schedule and for Permission to File Revised Initial Brief, and Affidavit, to the following: Lake Summers, Esquire and Katherine Phillips, Esquire, Malone, Thompson, Summers & Ott, LLC, 339 Heyward St.,Ste. 200, Columbia, SC 29201, attorneys for Respondent S.C. Department of Corrections.

DH Westbrook

Douglas H. Westbrook, #6039
23 Broad St.
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Attorney for Appellants

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
MAY 25 2005
SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

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

v.

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

NOTICE OF APPEAL

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

May 24, 2005

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Attorney for Appellant

Other Counsel of Record:

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Attorney for Respondent
Williams Technologies, Inc.

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DOC # 19

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

RECEIVED
MAY 25 2005
SC Court of Appeals

CASE NO. 2002-CP-18-134

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

v.

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

PROOF OF SERVICE

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

May 24, 2005

Douglas H. Westbrook
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(843) 853-9600
Attorney for Appellants

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
MAY 26 2005
SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
COURT OF COMMON PLEAS

DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

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

v.

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

AMENDED NOTICE OF APPEAL

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

May 25, 2005

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

Other Counsel of Record:

Lake Summers
1312 Gadsden St.
Columbia, SC 29201
(803) 254-3300
Attorney for Respondent
S.C. Department of Corrections

Marc A. Manos
P.O. Drawer 2426
Columbia, SC 29201
(803) 771-8900
Attorney for Respondent
Williams Technologies, Inc.

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DOC #20

THE STATE OF SOUTH CAROLINA
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APPEAL FROM DORCHESTER COUNTY
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DIANE S. GOODSTEIN, CIRCUIT COURT JUDGE

CASE NO. 2002-CP-18-134

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

v.

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

PROOF OF SERVICE

I certify that I have served the Amended Notice of Appeal on the South Carolina Department of Corrections and Williams Technologies, Inc. by depositing it in the United States Mail, postage prepaid, on May 25, 2005, addressed to their attorneys of record, Lake Summers, Esquire, 1312 Gadsden Street, Columbia, SC 29201, and Marc A. Manos, Esquire, P.O. Drawer 2426, Columbia, SC 29201, respectively.

May 25, 2005

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

5142

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DOUGLAS H. WESTBROOK
ATTORNEY AT LAW

23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

March 29, 2012

The Honorable Jeanette Barber
Clerk
South Carolina Court of Appeals
1015 Sumter St.
P.O. Box 11629
Columbia, SC 29211

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

Dear Ms. Barber:

Enclosed for filing with the Court is Appellants' Notice of Appeal in the above case, along with Proof of Service and copies of the orders being appealed.

This is a consolidated civil case involving some 197 inmates. Pursuant to conversation with Ms. Allen on October 13, 2011, I also enclose one $100 filing fee for this appeal.

Pursuant to SCACR 262(a)(2), I am faxing and mailing these documents to you today. I am also faxing and mailing the Notice of Appeal to Judge Anderson at the Administrative Law Court, and to counsel of record Lake Summers and Katherine Phillips.

Thank you very much for your assistance in this matter, and please call if further information is needed.

Sincerely,

D H Westbrook

Douglas H. Westbrook

DHW/
Encl.
cc: The Honorable Ralph K. Anderson, III (w/out attachments)
Lake Summers, Esq. (w/out attachments)
Katherine Phillips, Esq. (w/out attachments)

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Docket No. 07-ALJ-04-00444, etc.

Francis Ackerman, #266928, et al.....Appellants,

v.

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

NOTICE OF APPEAL

Francis Ackerman, et al., appeal the orders of the Honorable Ralph K. Anderson, III, dated March 10, 2011, March 2, 2012, and March 16, 2012 (corrected). Appellants received copies of these orders on March 10, 2011, March 2, 2012, and March 16, 2012, respectively.

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

Other Counsel of Record:

Lake Summers
Katherine Phillips
Malone, Thompson, Summers, & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201
(803) 254-3300
Attorneys for Respondent

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Docket No. 07-ALJ-04-00444, etc.

Francis Ackerman, #266928, et al.....Appellants,

v.

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

PROOF OF SERVICE

I certify that on the 29th day of March 2012, I mailed by first class mail a copy of the Appellants' Notice of Appeal to the following: (1) The Honorable Ralph K. Anderson, III, Chief Administrative Law Judge, South Carolina Administrative Law Court, Edgar A. Brown Building, Ste. 224, 1205 Pendleton St., Columbia, SC 29201; and (2) Lake Summers, Esquire, and Katherine Phillips, Esquire, Malone, Thompson, Summers, & Ott, LLC, 339 Heyward St., Ste. 200, Columbia, SC 29201, attorneys for the Respondent, S.C. Department of Corrections.

DH Westbrook
Douglas H. Westbrook

ORDERS APPEALED ARE IN RECORD AT R, 35, 68, 96

DOUGLAS H. WESTBROOK
ATTORNEY AT LAW

23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

June 15, 2012

The Honorable Jenny Abbott Kitchings
Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Ackerman, Francis, et al. v. SCDC; Dock. No. 07-ALJ-04-00444-AP, etc.
Case Tracking #2012210588

Dear Ms. Kitchings:

Enclosed for filing with the Court is Appellants' Notice of Appeal in the above case, along with Proof of Service, copies of the orders being appealed, and the $100 filing fee.

This is a consolidated civil case of some 197 inmates. Appellants filed their initial Notice of Appeal on March 29, 2012 concerning orders issued by the Administrative Law Court (ALC) on March 10, 2011 (interlocutory), March 2, 2012 (Order) and March 16, 2012 (Amended Order). The within Notice of Appeal is being filed concerning the March 10, 2011 interlocutory order and the ALC's Second Amended Order filed on May 17, 2012 and received May 18, 2012, in the event that the Court of Appeals grants the ALC leave to substitute the Second Amended Order for the March 2012 orders.

By copy of this letter, I have also mailed this date copies of the Notice of Appeal and orders being appealed to Judge Anderson at the ALC and to counsel for the respondent, Lake Summers, Esquire and Katherine Phillips, Esquire.

Thank you for your assistance in this matter, and please call if further information is needed.

Sincerely,

DHWestbrook

Douglas H. Westbrook

DHW/
Encl.
cc: The Honorable Ralph K. Anderson, III
Lake Summers, Esq.
Katherine Phillips, Esq.

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Dock. Nos. 07-ALJ-04-00444-AP, 07-ALJ-04-00445-AP, 07-ALJ-04-00446-AP, 07-ALJ-04-00447-AP, 07-ALJ-04-00448-AP, 07-ALJ-04-00449-AP, 07-ALJ-04-00500-AP, 07-ALJ-04-00501-AP, 07-ALJ-04-00502-AP, 07-ALJ-04-00503-AP, 07-ALJ-04-00504-AP, 07-ALJ-04-00505-AP, 07-ALJ-04-00506-AP, 07-ALJ-04-00507-AP, 07-ALJ-04-00508-AP, 07-ALJ-04-00509-AP, 07-ALJ-04-00510-AP, 07-ALJ-04-00511-AP, 07-ALJ-04-00512-AP, 07-ALJ-04-00513-AP, 07-ALJ-04-00514-AP, 07-ALJ-04-00515-AP, 07-ALJ-04-00516-AP, 07-ALJ-04-00517-AP, 07-ALJ-04-00518-AP, 07-ALJ-04-00519-AP, 07-ALJ-04-00520-AP, 07-ALJ-04-00521-AP, 07-ALJ-04-00522-AP, 07-ALJ-04-00523-AP, 07-ALJ-04-00524-AP, 07-ALJ-04-00525-AP, 07-ALJ-04-00526-AP, 07-ALJ-04-00527-AP, 07-ALJ-04-00528-AP, 07-ALJ-04-00529-AP, 07-ALJ-04-00530-AP, 07-ALJ-04-00531-AP, 07-ALJ-04-00532-AP, 07-ALJ-04-00533-AP, 07-ALJ-04-00534-AP, 07-ALJ-04-00535-AP, 07-ALJ-04-00536-AP, 07-ALJ-04-00537-AP, 07-ALJ-04-00538-AP, 07-ALJ-04-00539-AP, 07-ALJ-04-00540-AP, 07-ALJ-04-00541-AP, 07-ALJ-04-00542-AP, 07-ALJ-04-00543-AP, 07-ALJ-04-00544-AP, 07-ALJ-04-00545-AP, 07-ALJ-04-00546-AP, 07-ALJ-04-00547-AP, 07-ALJ-04-00548-AP, 07-ALJ-04-00549-IJ, 07-ALJ-04-00550-AP, 07-ALJ-04-00551-AP, 07-ALJ-04-00552-AP, 07-ALJ-04-00553-AP, 07-ALJ-04-00554-AP, 07-ALJ-04-00555-AP, 07-ALJ-04-00556-AP, 07-ALJ-04-00557-AP, 07-ALJ-04-00558-AP, 07-ALJ-04-00559-AP, 07-ALJ-04-00623-AP, 07-ALJ-04-00624-AP, 07-ALJ-04-00625-AP, 07-ALJ-04-00626-AP, 07-ALJ-04-00627-AP, 07-ALJ-04-00628-AP, 07-ALJ-04-00629-AP, 07-ALJ-04-00630-AP, 07-ALJ-04-00631-AP, 07-ALJ-04-00632-AP, 07-ALJ-04-00671-AP, 07-ALJ-04-00672-AP, 07-ALJ-04-00673-AP, 07-ALJ-04-00674-AP, 07-ALJ-04-00675-AP, 07-ALJ-04-00676-AP, 07-ALJ-04-00677-AP, 07-ALJ-04-00691-AP, 07-ALJ-04-00752-AP, 07-ALJ-04-00798-AP, 07-ALJ-04-00856-AP, 07-ALJ-04-00857-AP, 07-ALJ-04-00858-AP, 07-ALJ-04-00859-AP, 07-ALJ-04-00860-AP, 07-ALJ-04-00861-AP, 07-ALJ-04-00862-AP, 07-ALJ-04-00863-AP, 07-ALJ-04-00864-AP, 07-ALJ-04-00865-AP, 07-ALJ-04-00866-AP, 07-ALJ-04-00867-AP, 07-ALJ-04-00868-AP, 07-ALJ-04-00869-AP, 07-ALJ-04-00870-AP, 07-ALJ-04-00871-AP, 07-ALJ-04-00872-AP, 07-ALJ-04-00444-AP, 07-ALJ-04-00876-AP, 07-ALJ-04-00885-AP, 08-ALJ-04-00141-AP, 08-ALJ-04-00142-AP, 08-ALJ-04-00143-AP, 08-ALJ-04-00144-AP, 08-ALJ-04-00145-AP, 08-ALJ-04-00146-AP, 08-ALJ-04-00147-AP, 08-ALJ-04-00148-AP, 08-ALJ-04-00149-AP, 08-ALJ-04-00169-AP, 08-ALJ-04-00170-AP, 08-ALJ-04-00171-AP, 08-ALJ-04-00192-AP, 08-ALJ-04-00966-IJ,

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

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

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

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

v.

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

NOTICE OF APPEAL

Francis Ackerman and the above named Appellants appeal the orders of The Honorable Ralph K. Anderson, III dated March 10, 2011 (Level One interlocutory Order) and May 17, 2012 (Level Two Second Amended Order). Appellants received copies of these orders on March 10, 2011 and May 18, 2012, respectively.

June 15, 2012

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

Other Counsel of Record:

Lake Summers
Katherine Phillips
Malone, Thompson, Summers & Ott, LLC
339 Heyward St., Ste. 200
Columbia, SC 29201
(803) 254-3300
Attorneys for Respondent

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Dock. Nos. 07-ALJ-04-00444-AP, 07-ALJ-04-00445-AP, 07-ALJ-04-00446-AP, 07-ALJ-04-00447-AP, 07-ALJ-04-00448-AP, 07-ALJ-04-00449-AP, 07-ALJ-04-00500-AP, 07-ALJ-04-00501-AP, 07-ALJ-04-00502-AP, 07-ALJ-04-00503-AP, 07-ALJ-04-00504-AP, 07-ALJ-04-00505-AP, 07-ALJ-04-00506-AP, 07-ALJ-04-00507-AP, 07-ALJ-04-00508-AP, 07-ALJ-04-00509-AP, 07-ALJ-04-00510-AP, 07-ALJ-04-00511-AP, 07-ALJ-04-00512-AP, 07-ALJ-04-00513-AP, 07-ALJ-04-00514-AP, 07-ALJ-04-00515-AP, 07-ALJ-04-00516-AP, 07-ALJ-04-00517-AP, 07-ALJ-04-00518-AP, 07-ALJ-04-00519-AP, 07-ALJ-04-00520-AP, 07-ALJ-04-00521-AP, 07-ALJ-04-00522-AP, 07-ALJ-04-00523-AP, 07-ALJ-04-00524-AP, 07-ALJ-04-00525-AP, 07-ALJ-04-00526-AP, 07-ALJ-04-00527-AP, 07-ALJ-04-00528-AP, 07-ALJ-04-00529-AP, 07-ALJ-04-00530-AP, 07-ALJ-04-00531-AP, 07-ALJ-04-00532-AP, 07-ALJ-04-00533-AP, 07-ALJ-04-00534-AP, 07-ALJ-04-00535-AP, 07-ALJ-04-00536-AP, 07-ALJ-04-00537-AP, 07-ALJ-04-00538-AP, 07-ALJ-04-00539-AP, 07-ALJ-04-00540-AP, 07-ALJ-04-00541-AP, 07-ALJ-04-00542-AP, 07-ALJ-04-00543-AP, 07-ALJ-04-00544-AP, 07-ALJ-04-00545-AP, 07-ALJ-04-00546-AP, 07-ALJ-04-00547-AP, 07-ALJ-04-00548-AP, 07-ALJ-04-00549-IJ, 07-ALJ-04-00550-AP, 07-ALJ-04-00551-AP, 07-ALJ-04-00552-AP, 07-ALJ-04-00553-AP, 07-ALJ-04-00554-AP, 07-ALJ-04-00555-AP, 07-ALJ-04-00556-AP, 07-ALJ-04-00557-AP, 07-ALJ-04-00558-AP, 07-ALJ-04-00559-AP, 07-ALJ-04-00623-AP, 07-ALJ-04-00624-AP, 07-ALJ-04-00625-AP, 07-ALJ-04-00626-AP, 07-ALJ-04-00627-AP, 07-ALJ-04-00628-AP, 07-ALJ-04-00629-AP, 07-ALJ-04-00630-AP, 07-ALJ-04-00631-AP, 07-ALJ-04-00632-AP, 07-ALJ-04-00671-AP, 07-ALJ-04-00672-AP, 07-ALJ-04-00673-AP, 07-ALJ-04-00674-AP, 07-ALJ-04-00675-AP, 07-ALJ-04-00676-AP, 07-ALJ-04-00677-AP, 07-ALJ-04-00691-AP, 07-ALJ-04-00752-AP, 07-ALJ-04-00798-AP, 07-ALJ-04-00856-AP, 07-ALJ-04-00857-AP, 07-ALJ-04-00858-AP, 07-ALJ-04-00859-AP, 07-ALJ-04-00860-AP, 07-ALJ-04-00861-AP, 07-ALJ-04-00862-AP, 07-ALJ-04-00863-AP, 07-ALJ-04-00864-AP, 07-ALJ-04-00865-AP, 07-ALJ-04-00866-AP, 07-ALJ-04-00867-AP, 07-ALJ-04-00868-AP, 07-ALJ-04-00869-AP, 07-ALJ-04-00870-AP, 07-ALJ-04-00871-AP, 07-ALJ-04-00872-AP, 07-ALJ-04-00444-AP, 07-ALJ-04-00876-AP, 07-ALJ-04-00885-AP, 08-ALJ-04-00141-AP, 08-ALJ-04-00142-AP, 08-ALJ-04-00143-AP, 08-ALJ-04-00144-AP, 08-ALJ-04-00145-AP, 08-ALJ-04-00146-AP, 08-ALJ-04-00147-AP, 08-ALJ-04-00148-AP, 08-ALJ-04-00149-AP, 08-ALJ-04-00169-AP, 08-ALJ-04-00170-AP, 08-ALJ-04-00171-AP, 08-ALJ-04-00192-AP, 08-ALJ-04-00966-IJ,

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08-ALJ-04-00967-IJ, 08-ALJ-04-00968-IJ, 08-ALJ-04-00969-IJ,
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Joseph Kelsey, #217218, Keith Eugine, no number, Chuck Jackson, #266425, James Foye, #211523, Timothy Inman, #151123, Marvin Gilbert, #273934, Demetrius Wheeling, #264976, Leon Wilson, #155867, Jeffrey Tevis, #216442, Darryel Beasley, #222388, Curtis Thompson, #266448, Baron Cobbs, #280479, James Tino, #145030, Harold Roberson, #117001, Ray Gadsden, #187527, Tony Witt, #242918, Jonathan Singleton, #287670, Joe Pannell, #89592, Charles Graham, #294453, Lazarus Brannon, #227847, Darrell Williams, #219730, Wilbert Mills, #244004, Howard Grant, #255473, Timothy Wilson, #261971, Rodney Elliott, #251337, Henry Rivers, #219118.....Appellants,

v.

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

PROOF OF SERVICE

I certify that I have served the Appellants' Notice of Appeal and the Administrative Law Court's orders of March 10, 2011 (Level One interlocutory order) and May 17, 2012 (Level Two Second Amended Order) on (1) The Honorable Ralph K. Anderson, III and (2) the S.C. Department of Corrections, by depositing copies of these documents in the U.S. Mail, first class postage prepaid, on June 15, 2012, addressed to: (1) The Honorable Ralph K. Anderson, III, Chief Administrative Law Judge, S.C. Administrative Law Court, Edgar A. Brown Building, Ste. 224, 1205 Pendleton St., Columbia, SC 29201 and (2) Lake Summers, Esquire and Katherine Phillips, Esquire, Malone, Thompson, Summers & Ott, LLC, 339 Heyward St., Ste. 200, Columbia, SC 29201, attorneys of record for the respondent, S.C. Department of Corrections.

June 15, 2012

DH Westbrook

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

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ORDERS APPEALED ARE IN RECORD AT R, 35, 123

DOUGLAS H. WESTBROOK
ATTORNEY AT LAW

23 BROAD STREET
CHARLESTON, SOUTH CAROLINA 29401
TELEPHONE: (843) 853-9600
FAX: (843) 577-2241

August 22, 2012

The Honorable Jenny Abbott Kitchings
Clerk
S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Francis Ackerman, #266928, et al. v. SCDC
Dock. No. 07-ALJ-04-00444-AP, etc.
Appellate Case No. 2012-210588

Dear Ms. Kitchings:

Enclosed for filing with the Court is Appellants' Notice of Appeal in the above case, along with Proof of Service, copies of the orders being appealed, and the $100 filing fee.

This is a consolidated civil case involving some 197 inmate/ Appellants. Appellants filed their initial Notice of Appeal on March 29, 2012 concerning orders issued by the Administrative Law Court (ALC) on March 10, 2011 (interlocutory), March 2, 2012 (order), and March 16, 2012 (amended order).

On June 15, Appellants filed another Notice of Appeal concerning the March 10, 2011 interlocutory order and the ALC's proposed Second Amended Order. This order was filed on May 17 and received on May 18. Also on May 17, the ALC wrote the Court of Appeals requesting leave to issue the proposed Second Amended Order.

On July 23, the Court of Appeals remanded the case to the ALC for the purpose of issuing the Second Amended Order. On July 26, the ALC issued and filed its Second Amended Order, which I received on July 30. The within Notice of Appeal concerns the March 10, 2011 interlocutory order and the Second Amended Order issued and filed on July 26.

By copy of this letter, I have also this date mailed copies of the Notice of Appeal and orders being appealed to Judge Anderson at the ALC, Lake Summers and Katherine Phillips, counsel of record for SCDC, and to Christopher Florian, in house counsel at SCDC.

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In ordinary circumstances, Appellants' initial brief would be due within thirty days of today's date, or by September 21, 2012. However, Appellants filed their initial brief on April 27, 2012. On May 23, Appellants filed their Motion to Suspend Briefing Schedule and for Permission to File a Revised Initial Brief should the Court of Appeals grant the ALC leave to issue its Second Amended Order. This motion was filed with SCDC's consent. On June 28, the Deputy Clerk advised the parties that timelines for this appeal will be held in abeyance pending the Court's decision on the current motions filed.

Obviously, the within Notice of Appeal starts timelines for briefing in ordinary circumstances. It also follows the June 28 timelines suspension by almost two months. It would be appreciated if the Clerk will advise the parties that the June 28 suspension is still in effect, or otherwise provide instructions.

Thank you for your assistance in this matter, and please call if further information is needed.

Sincerely,

D H Westbrook

Douglas H. Westbrook

DHW/
Encl.
cc: The Honorable Ralph K. Anderson, III
Lake Summers, Esq.
Katherine Phillips, Esq.
Christopher Florian, Esq.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Dock. Nos. 07-ALJ-04-00444-AP, 07-ALJ-04-00445-AP, 07-ALJ-04-00446-AP, 07-ALJ-04-00447-AP, 07-ALJ-04-00448-AP, 07-ALJ-04-00449-AP, 07-ALJ-04-00500-AP, 07-ALJ-04-00501-AP, 07-ALJ-04-00502-AP, 07-ALJ-04-00503-AP, 07-ALJ-04-00504-AP, 07-ALJ-04-00505-AP, 07-ALJ-04-00506-AP, 07-ALJ-04-00507-AP, 07-ALJ-04-00508-AP, 07-ALJ-04-00509-AP, 07-ALJ-04-00510-AP, 07-ALJ-04-00511-AP, 07-ALJ-04-00512-AP, 07-ALJ-04-00513-AP, 07-ALJ-04-00514-AP, 07-ALJ-04-00515-AP, 07-ALJ-04-00516-AP, 07-ALJ-04-00517-AP, 07-ALJ-04-00518-AP, 07-ALJ-04-00519-AP, 07-ALJ-04-00520-AP, 07-ALJ-04-00521-AP, 07-ALJ-04-00522-AP, 07-ALJ-04-00523-AP, 07-ALJ-04-00524-AP, 07-ALJ-04-00525-AP, 07-ALJ-04-00526-AP, 07-ALJ-04-00527-AP, 07-ALJ-04-00528-AP, 07-ALJ-04-00529-AP, 07-ALJ-04-00530-AP, 07-ALJ-04-00531-AP, 07-ALJ-04-00532-AP, 07-ALJ-04-00533-AP, 07-ALJ-04-00534-AP, 07-ALJ-04-00535-AP, 07-ALJ-04-00536-AP, 07-ALJ-04-00537-AP, 07-ALJ-04-00538-AP, 07-ALJ-04-00539-AP, 07-ALJ-04-00540-AP, 07-ALJ-04-00541-AP, 07-ALJ-04-00542-AP, 07-ALJ-04-00543-AP, 07-ALJ-04-00544-AP, 07-ALJ-04-00545-AP, 07-ALJ-04-00546-AP, 07-ALJ-04-00547-AP, 07-ALJ-04-00548-AP, 07-ALJ-04-00549-IJ, 07-ALJ-04-00550-AP, 07-ALJ-04-00551-AP, 07-ALJ-04-00552-AP, 07-ALJ-04-00553-AP, 07-ALJ-04-00554-AP, 07-ALJ-04-00555-AP, 07-ALJ-04-00556-AP, 07-ALJ-04-00557-AP, 07-ALJ-04-00558-AP, 07-ALJ-04-00559-AP, 07-ALJ-04-00623-AP, 07-ALJ-04-00624-AP, 07-ALJ-04-00625-AP, 07-ALJ-04-00626-AP, 07-ALJ-04-00627-AP, 07-ALJ-04-00628-AP, 07-ALJ-04-00629-AP, 07-ALJ-04-00630-AP, 07-ALJ-04-00631-AP, 07-ALJ-04-00632-AP, 07-ALJ-04-00671-AP, 07-ALJ-04-00672-AP, 07-ALJ-04-00673-AP, 07-ALJ-04-00674-AP, 07-ALJ-04-00675-AP, 07-ALJ-04-00676-AP, 07-ALJ-04-00677-AP, 07-ALJ-04-00691-AP, 07-ALJ-04-00752-AP, 07-ALJ-04-00798-AP, 07-ALJ-04-00856-AP, 07-ALJ-04-00857-AP, 07-ALJ-04-00858-AP, 07-ALJ-04-00859-AP, 07-ALJ-04-00860-AP, 07-ALJ-04-00861-AP, 07-ALJ-04-00862-AP, 07-ALJ-04-00863-AP, 07-ALJ-04-00864-AP, 07-ALJ-04-00865-AP, 07-ALJ-04-00866-AP, 07-ALJ-04-00867-AP, 07-ALJ-04-00868-AP, 07-ALJ-04-00869-AP, 07-ALJ-04-00870-AP, 07-ALJ-04-00871-AP, 07-ALJ-04-00872-AP, 07-ALJ-04-00444-AP, 07-ALJ-04-00876-AP, 07-ALJ-04-00885-AP, 08-ALJ-04-00141-AP, 08-ALJ-04-00142-AP, 08-ALJ-04-00143-AP, 08-ALJ-04-00144-AP, 08-ALJ-04-00145-AP, 08-ALJ-04-00146-AP, 08-ALJ-04-00147-AP, 08-ALJ-04-00148-AP, 08-ALJ-04-00149-AP, 08-ALJ-04-00169-AP, 08-ALJ-04-00170-AP, 08-ALJ-04-00171-AP, 08-ALJ-04-00192-AP, 08-ALJ-04-00966-IJ,

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

v.

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

NOTICE OF APPEAL

Francis Ackerman and the above named Appellants appeal the orders of The Honorable Ralph K. Anderson, III dated March 10, 2011 (Level One interlocutory Order) and July 26, 2012 (Level Two Second Amended Order). Appellant Fred Gatewood does not appeal the portion of the July 26, 2012 Second Amended Order, page 27, that Gatewood timely filed his grievance within fifteen days after his initial pay date; the Department of Corrections shall supplement the Record, to the extent necessary, within twenty days of date of the order; and the parties shall prepare briefs on the merits for Gatewood's appeal pursuant to timelines provided therein. Appellants received copies of these orders on March 10, 2011 and July 30, 2012, respectively.

August 22, 2012

Douglas H. Westbrook, #6039
23 Broad St.
Charleston, SC 29401
(843) 853-9600
Attorney for Appellants

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Other Counsel of Record:

Lake Summers, Esq.
Katherine Phillips, Esq.
Malone, Thompson, Summers & Ott, LLC
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(803) 254-3300
Attorneys for Respondent

Christopher D. Florian, Esq.
S.C. Department of Corrections
P.O. Box 21787
Columbia, SC 29221-1787
In House Counsel, S.C. Dept. of Corrections

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Dock. Nos. 07-ALJ-04-00444-AP, 07-ALJ-04-00445-AP, 07-ALJ-04-00446-AP, 07-ALJ-04-00447-AP, 07-ALJ-04-00448-AP, 07-ALJ-04-00449-AP, 07-ALJ-04-00500-AP, 07-ALJ-04-00501-AP, 07-ALJ-04-00502-AP, 07-ALJ-04-00503-AP, 07-ALJ-04-00504-AP, 07-ALJ-04-00505-AP, 07-ALJ-04-00506-AP, 07-ALJ-04-00507-AP, 07-ALJ-04-00508-AP, 07-ALJ-04-00509-AP, 07-ALJ-04-00510-AP, 07-ALJ-04-00511-AP, 07-ALJ-04-00512-AP, 07-ALJ-04-00513-AP, 07-ALJ-04-00514-AP, 07-ALJ-04-00515-AP, 07-ALJ-04-00516-AP, 07-ALJ-04-00517-AP, 07-ALJ-04-00518-AP, 07-ALJ-04-00519-AP, 07-ALJ-04-00520-AP, 07-ALJ-04-00521-AP, 07-ALJ-04-00522-AP, 07-ALJ-04-00523-AP, 07-ALJ-04-00524-AP, 07-ALJ-04-00525-AP, 07-ALJ-04-00526-AP, 07-ALJ-04-00527-AP, 07-ALJ-04-00528-AP, 07-ALJ-04-00529-AP, 07-ALJ-04-00530-AP, 07-ALJ-04-00531-AP, 07-ALJ-04-00532-AP, 07-ALJ-04-00533-AP, 07-ALJ-04-00534-AP, 07-ALJ-04-00535-AP, 07-ALJ-04-00536-AP, 07-ALJ-04-00537-AP, 07-ALJ-04-00538-AP, 07-ALJ-04-00539-AP, 07-ALJ-04-00540-AP, 07-ALJ-04-00541-AP, 07-ALJ-04-00542-AP, 07-ALJ-04-00543-AP, 07-ALJ-04-00544-AP, 07-ALJ-04-00545-AP, 07-ALJ-04-00546-AP, 07-ALJ-04-00547-AP, 07-ALJ-04-00548-AP, 07-ALJ-04-00549-IJ, 07-ALJ-04-00550-AP, 07-ALJ-04-00551-AP, 07-ALJ-04-00552-AP, 07-ALJ-04-00553-AP, 07-ALJ-04-00554-AP, 07-ALJ-04-00555-AP, 07-ALJ-04-00556-AP, 07-ALJ-04-00557-AP, 07-ALJ-04-00558-AP, 07-ALJ-04-00559-AP, 07-ALJ-04-00623-AP, 07-ALJ-04-00624-AP, 07-ALJ-04-00625-AP, 07-ALJ-04-00626-AP, 07-ALJ-04-00627-AP, 07-ALJ-04-00628-AP, 07-ALJ-04-00629-AP, 07-ALJ-04-00630-AP, 07-ALJ-04-00631-AP, 07-ALJ-04-00632-AP, 07-ALJ-04-00671-AP, 07-ALJ-04-00672-AP, 07-ALJ-04-00673-AP, 07-ALJ-04-00674-AP, 07-ALJ-04-00675-AP, 07-ALJ-04-00676-AP, 07-ALJ-04-00677-AP, 07-ALJ-04-00691-AP, 07-ALJ-04-00752-AP, 07-ALJ-04-00798-AP, 07-ALJ-04-00856-AP, 07-ALJ-04-00857-AP, 07-ALJ-04-00858-AP, 07-ALJ-04-00859-AP, 07-ALJ-04-00860-AP, 07-ALJ-04-00861-AP, 07-ALJ-04-00862-AP, 07-ALJ-04-00863-AP, 07-ALJ-04-00864-AP, 07-ALJ-04-00865-AP, 07-ALJ-04-00866-AP, 07-ALJ-04-00867-AP, 07-ALJ-04-00868-AP, 07-ALJ-04-00869-AP, 07-ALJ-04-00870-AP, 07-ALJ-04-00871-AP, 07-ALJ-04-00872-AP, 07-ALJ-04-00444-AP, 07-ALJ-04-00876-AP, 07-ALJ-04-00885-AP, 08-ALJ-04-00141-AP, 08-ALJ-04-00142-AP, 08-ALJ-04-00143-AP, 08-ALJ-04-00144-AP, 08-ALJ-04-00145-AP, 08-ALJ-04-00146-AP, 08-ALJ-04-00147-AP, 08-ALJ-04-00148-AP, 08-ALJ-04-00149-AP, 08-ALJ-04-00169-AP, 08-ALJ-04-00170-AP, 08-ALJ-04-00171-AP, 08-ALJ-04-00192-AP, 08-ALJ-04-00966-IJ,

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08-ALJ-04-01042-IJ, 08-ALJ-04-01043-IJ, 08-ALJ-04-01044-IJ,
08-ALJ-04-01045-IJ, 09-ALJ-04-00304-IJ, 07-ALJ-04-00826-AP.*

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

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

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

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v.

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

PROOF OF SERVICE

I certify that I have served the Appellants' Notice of Appeal and the Administrative Law Court's orders of March 10, 2011 (Level One interlocutory order) and July 26, 2012 (Level Two Second Amended Order) on (1) The Honorable Ralph K. Anderson, III and (2) the S.C. Department of Corrections, by depositing copies of these documents in the U.S. Mail, first class postage prepaid, on August 22, 2012, addressed to: (1) The Honorable Ralph K. Anderson, III, Chief Administrative Law Judge, S.C. Administrative Law Court, Edgar A. Brown Building, Ste. 224, 1205 Pendleton St., Columbia, SC 29201 and (2) Lake Summers, Esquire and Katherine Phillips, Esquire, Malone, Thompson, Summers & Ott, LLC, 339 Heyward St., Ste. 200, Columbia, SC 29201, attorneys of record for the respondent, S.C. Department of Corrections and Christopher D. Florian, Esquire, S.C. Department of Corrections, P.O. Box 21787, Columbia, SC 29221-1787, in house counsel for the S.C. Department of Corrections.

August 22, 2012

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Douglas H. Westbrook, #6039
23 Broad St.
Charleston, SC 29401
(843) 853-9600
Attorney for Appellants

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ORDERS APPEALED ARE IN RECORD AT R, 35, 153

AMENDMENT TO GRIEVANCE OF TYRONE AIKEN, #244428

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 1552.63 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Tyrone Aiken 2006 23
(Grievant Signature) (Date)

* Attached are Exh. A, 0775; C, 0081,0086; F, 0949; 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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Defendants 2nd set of class action notices sent out after 7-2-04 date on Staff

PRISON INDUSTRIES **PAST EMPLOYEES**
BUILDING 2 **AS OF: 6/24/04** **ALPHABETICAL**

(Check these dates against hire-release dates on Jan 2004 Lists

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	ABDALLAH, MUHAMMAD	249704	E B 24	1	6/29/01	7/12/01
	ABLE, ANTHONY	229930	A B 63	1	9/22/00	2/8/01
MI 3	ACKERMAN, FRANCIS	266928	C A 32	2	10/12/01	8/3/02
	ADAMS, DAVID	246977	C A 60	1	11/4/99	2/14/01
	ADAMS, ROBERT	262980	C 0	1	1/18/00	3/14/00
	ADDISON, JAMES	248725	A A 60	1	1/17/02	1/23/02
	ADKINSON, WADE	216744	M X 0	2	1/6/00	4/20/01
	AIKEN, ALLEN	253738	C A 6	1	11/10/99	1/30/01
MI 3	AIKEN, TYRONE	244428	C B 32	2	3/27/02	10/7/02
MI 3	AIKEN, TYRONE	244428	C B 29	1	1/15/03	6/26/03
MI 3	AIKEN, TYRONE	248367	C A 55	1	10/1/99	6/26/03
MI 3	ALJALIL, MALIK	219551	C A 1	1	8/1/02	6/24/04
	ALLAH, FOUNDATION	152845	C B 52	1	4/15/01	12/20/01
	ALLEN, DANIEL	192554	M 0	1	2/8/00	3/15/00
MI 3	ALLEN, LINSO	269378	C A 32	1	10/29/01	10/31/02
	ALLISON, JEFFERY	255624	C A 4	1	8/11/99	6/19/00
	ALLISON, STONEY	263717	E B 60	1	6/6/00	6/8/00
	ALSTON, JOSEPH	219252	C B 14	1	6/6/00	7/25/01
MI 3	ALVARADO, JOSE	273599	C B 36	1	6/27/03	6/24/04
MI 3	ALVARADO, LUIS	287920	C B 50	1	12/13/02	11/20/03
MI 3	AMADOR, CHRISTOPHER	250701	S A 29	1	6/30/03	7/9/03
MI 2	ANCRUM, TYRONE	238025	C A 18	2	4/11/02	9/5/02
MI 3	ANDERSON, ELVIS	258849	C A 0	0		12/17/99
MI 3	ANDERSON, FRANK	282800	C A 19	1	4/16/02	6/26/03
	ANDERSON, LAMAR	251314	A B 11	1	2/15/00	11/27/00
	ANDERSON, PATRICK=247718	209044	C B 53	1	10/16/00	5/30/01
	ANDERSON, WALTER	246089	C 0	1	8/5/99	2/26/00
MI 3	ARMSTRONG, TOBY	210917	WA218	1	5/27/04	6/18/04
	AUSTIN, DARIUS	259485	M X 0	2	1/4/00	12/14/01
MI 3	AUSTIN, SHERMAN K.	300028	C B 32	1	5/3/04	5/27/04
MI 3	AUSTIN, STEVE	251896	C A 22	1	12/21/99	7/14/00
MI 3	AUSTIN, W.	259961	C A 0	0		12/20/99
	AYERS, RANDY	277318	C A 25	1	9/5/01	1/25/02
MI 2	BAILEY, MCGILL	270801	C A 3	2	2/7/01	10/16/02
	BAILEY, RALPH	248086	S B 62	1	4/18/01	7/26/01
MI 3	BAKER JR, HENRY	263398	C A 22	1	10/12/01	6/26/03
	BAKER, DEMETRIS	232951	C A 23	1	8/6/99	6/30/00
MI 3	BAKER, QUENTIN	297868	C A 24	1	3/30/04	6/24/04
	BAKER, TONY	253490	C 0	1	1/21/00	2/22/00
	BAKER, WILLIE	238685	C 0	1	2/15/00	3/9/00
	BANNISTER, MARCUS	267885	C B 31	1	11/17/00	4/11/01
MI 2	BARBER, DONALD	283052	C B 15	2	6/19/02	8/26/02

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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.

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

00026

Inmate #.	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
253738	AIKEN	ALLEN	ROBERT	20000508	0.35	50.97	17.83
253738	AIKEN	ALLEN	ROBERT	20000522	0.50	67.50	33.75
253738	AIKEN	ALLEN	ROBERT	20000522	0.55	4.80	2.64
253738	AIKEN	ALLEN	ROBERT	20000522	0.25	7.50	1.87
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253738	AIKEN	ALLEN	ROBERT	20000619	0.65	63.90	41.53
253738	AIKEN	ALLEN	ROBERT	20000703	0.65	60.00	39.00
253738	AIKEN	ALLEN	ROBERT	20000703	0.75	1.23	0.92
253738	AIKEN	ALLEN	ROBERT	20000703	0.35	4.70	1.64
253738	AIKEN	ALLEN	ROBERT	20000717	0.50	47.91	23.95
253738	AIKEN	ALLEN	ROBERT	20000731	0.50	112.46	56.23
253738	AIKEN	ALLEN	ROBERT	20000814	0.50	86.84	43.42
253738	AIKEN	ALLEN	ROBERT	20000828	0.50	103.28	51.64
253738	AIKEN	ALLEN	ROBERT	20000911	0.50	54.23	27.11
253738	AIKEN	ALLEN	ROBERT	20000925	0.50	103.25	51.62
253738	AIKEN	ALLEN	ROBERT	20001009	0.50	56.42	28.21
253738	AIKEN	ALLEN	ROBERT	20001023	0.50	61.78	30.89
253738	AIKEN	ALLEN	ROBERT	20001106	0.50	25.12	12.56
253738	AIKEN	ALLEN	ROBERT	20001120	0.50	100.51	50.25
253738	AIKEN	ALLEN	ROBERT	20001204	0.50	44.10	22.05
253738	AIKEN	ALLEN	ROBERT	20001218	0.50	52.07	26.03
253738	AIKEN	ALLEN	ROBERT	20010101	0.50	25.46	12.73
253738	AIKEN	ALLEN	ROBERT	20010115	0.50	54.12	27.06
253738	AIKEN	ALLEN	ROBERT	20010129	0.50	57.26	28.63
253738	AIKEN	ALLEN	ROBERT	20010212	0.50	10.46	5.23
244428	AIKEN	TYRONE		20020422	0.50	52.50	26.25
244428	AIKEN	TYRONE		20020506	0.50	52.50	26.25
244428	AIKEN	TYRONE		20020520	0.50	56.92	28.46
244428	AIKEN	TYRONE		20020603	0.50	61.90	30.95
244428	AIKEN	TYRONE		20020617	0.50	65.52	32.76
244428	AIKEN	TYRONE		20020701	0.50	69.65	34.82
244428	AIKEN	TYRONE		20020715	0.50	72.00	36.00
244428	AIKEN	TYRONE		20020729	0.50	79.48	39.74
244428	AIKEN	TYRONE		20020812	0.50	73.90	36.95
244428	AIKEN	TYRONE		20020826	0.50	90.47	45.23
244428	AIKEN	TYRONE		20020909	0.50	68.48	34.24
244428	AIKEN	TYRONE		20020923	0.50	63.48	31.74
244428	AIKEN	TYRONE		20021007	0.50	97.02	48.51
244428	AIKEN	TYRONE		20021230	0.50	17.50	8.75
244428	AIKEN	TYRONE		20030127	0.50	31.50	15.75
244428	AIKEN	TYRONE		20030210	0.50	50.21	25.10
244428	AIKEN	TYRONE		20030224	0.50	61.48	30.74
244428	AIKEN	TYRONE		20030310	0.50	44.24	22.12
244428	AIKEN	TYRONE		20030324	0.50	76.05	38.02
244428	AIKEN	TYRONE		20030407	0.50	51.62	25.81
244428	AIKEN	TYRONE		20030421	0.50	67.03	33.51
244428	AIKEN	TYRONE		20030505	0.50	47.34	23.67
244428	AIKEN	TYRONE		20030519	0.50	9.14	4.57
244428	AIKEN	TYRONE		20030602	0.50	65.12	32.56
244428	AIKEN	TYRONE		20030616	0.50	83.42	41.71
244428	AIKEN	TYRONE		20030630	0.50	44.16	22.08
248367	AIKEN	TYRONE		19991011	0.35	45.50	15.92
248367	AIKEN	TYRONE		19991011	0.55	0.50	0.27
248367	AIKEN	TYRONE		19991025	0.35	56.00	19.60

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PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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PLAINTIFF'S EXHIBIT H

PENGAD-Bayonne, N.J.

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

AMENDMENT TO GRIEVANCE OF TYRONE AIKEN, #248367

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 435.67 hours in 1999 at $9.68 per hour; 3011.08 hours in 2000 at $10.66 per hour; 2030.61 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 6834.20 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, 0775; C,0081,0086; F, 0949-0952; 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.

PRISON INDUSTRIES
BUILDING 2

AS OF: 6/24/04

PAST EMPLOYEES
ALPHABETICAL
(check these dates age hire-release dates on Jan 1.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	ABDALLAH, MUHAMMAD	249704	E B 24	1	6/29/01	7/12/01
	ABLE, ANTHONY	229930	A B 63	1	9/22/00	2/8/01
MI 3	ACKERMAN, FRANCIS	266928	C A 32	2	10/12/01	8/3/02
	ADAMS, DAVID	246977	C A 60	1	11/4/99	2/14/01
	ADAMS, ROBERT	262980	C 0	1	1/18/00	3/14/00
	ADDISON, JAMES	248725	A A 60	1	1/17/02	1/23/02
	ADKINSON, WADE	216744	M X 0	2	1/6/00	4/20/01
	AIKEN, ALLEN	253738	C A 6	1	11/10/99	1/30/01
MI 3	AIKEN, TYRONE	244428	C B 32	2	3/27/02	10/7/02
MI 3	AIKEN, TYRONE	244428	C B 29	1	1/15/03	6/26/03
MI 3	AIKEN, TYRONE	248367	C A 55	1	10/1/99	6/26/03
	ALJALIL, MALIK	219551	C A 1	1	8/1/02	6/24/04
	ALLAH, FOUNDATION	152845	C B 52	1	4/15/01	12/20/01
	ALLEN, DANIEL	192554	M 0	1	2/8/00	3/15/00
MI 3	ALLEN, LINSO	269378	C A 32	1	10/29/01	10/31/02
	ALLISON, JEFFERY	255624	C A 4	1	8/11/99	6/19/00
	ALLISON, STONEY	263717	E B 60	1	6/6/00	6/8/00
	ALSTON, JOSEPH	219252	C B 14	1	6/6/00	7/25/01
MI 3	ALVARADO, JOSE	273599	C B 36	1	6/27/03	6/24/04
MI 3	ALVARADO, LUIS	287920	C B 50	1	12/13/02	11/20/03
MI 3	AMADOR, CHRISTOPHER	250701	S A 29	1	6/30/03	7/9/03
MI 2	ANCRUM, TYRONE	238025	C A 18	2	4/11/02	9/5/02
MI 3	ANDERSON, ELVIS	258849	C A 0	0		12/17/99
MI 3	ANDERSON, FRANK	282800	C A 19	1	4/16/02	6/26/03
	ANDERSON, LAMAR	251314	A B 11	1	2/15/00	11/27/00
	ANDERSON, PATRICK=247716	209044	C B 53	1	10/16/00	5/30/01
	ANDERSON, WALTER	246089	C 0	1	8/5/99	2/26/00
MI 3	ARMSTRONG, TOBY	210917	WA218	1	5/27/04	6/18/04
	AUSTIN, DARIUS	259485	M X 0	2	1/4/00	12/14/01
MI 3	AUSTIN, SHERMAN K.	300028	C B 32	1	5/3/04	5/27/04
MI 3	AUSTIN, STEVE	251896	C A 22	1	12/21/99	7/14/00
MI 3	AUSTIN, W.	259961	C A 0	0		12/20/99
	AYERS, RANDY	277318	C A 25	1	9/5/01	1/25/02
MI 2	BAILEY, MCGILL	270801	C A 3	2	2/7/01	10/16/02
	BAILEY, RALPH	248086	S B 62	1	4/18/01	7/26/01
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COUNTY OF RICHLAND)

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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:

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PLAINTIFF'S EXHIBIT C

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(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.

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4.0 General:
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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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PLAINTIFF'S EXHIBIT C

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
253738	AIKEN	ALLEN	ROBERT	20000508	0.35	50.97	17.83
253738	AIKEN	ALLEN	ROBERT	20000522	0.50	67.50	33.75
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253738	AIKEN	ALLEN	ROBERT	20000619	0.65	63.90	41.53
253738	AIKEN	ALLEN	ROBERT	20000703	0.65	60.00	39.00
253738	AIKEN	ALLEN	ROBERT	20000703	0.75	1.23	0.92
253738	AIKEN	ALLEN	ROBERT	20000703	0.35	4.70	1.64
253738	AIKEN	ALLEN	ROBERT	20000717	0.50	47.91	23.95
253738	AIKEN	ALLEN	ROBERT	20000731	0.50	112.46	56.23
253738	AIKEN	ALLEN	ROBERT	20000814	0.50	86.84	43.42
253738	AIKEN	ALLEN	ROBERT	20000828	0.50	103.28	51.64
253738	AIKEN	ALLEN	ROBERT	20000911	0.50	54.23	27.11
253738	AIKEN	ALLEN	ROBERT	20000925	0.50	103.25	51.62
253738	AIKEN	ALLEN	ROBERT	20001009	0.50	56.42	28.21
253738	AIKEN	ALLEN	ROBERT	20001023	0.50	61.78	30.89
253738	AIKEN	ALLEN	ROBERT	20001106	0.50	25.12	12.56
253738	AIKEN	ALLEN	ROBERT	20001120	0.50	100.51	50.25
253738	AIKEN	ALLEN	ROBERT	20001204	0.50	44.10	22.05
253738	AIKEN	ALLEN	ROBERT	20001218	0.50	52.07	26.03
253738	AIKEN	ALLEN	ROBERT	20010101	0.50	25.46	12.73
253738	AIKEN	ALLEN	ROBERT	20010115	0.50	54.12	27.06
253738	AIKEN	ALLEN	ROBERT	20010129	0.50	57.26	28.63
253738	AIKEN	ALLEN	ROBERT	20010212	0.50	10.46	5.23
244428	AIKEN	TYRONE		20020422	0.50	52.50	26.25
244428	AIKEN	TYRONE		20020506	0.50	52.50	26.25
244428	AIKEN	TYRONE		20020520	0.50	56.92	28.46
244428	AIKEN	TYRONE		20020603	0.50	61.90	30.95
244428	AIKEN	TYRONE		20020617	0.50	65.52	32.76
244428	AIKEN	TYRONE		20020701	0.50	69.65	34.82
244428	AIKEN	TYRONE		20020715	0.50	72.00	36.00
244428	AIKEN	TYRONE		20020729	0.50	79.48	39.74
244428	AIKEN	TYRONE		20020812	0.50	73.90	36.95
244428	AIKEN	TYRONE		20020826	0.50	90.47	45.23
244428	AIKEN	TYRONE		20020909	0.50	68.48	34.24
244428	AIKEN	TYRONE		20020923	0.50	63.48	31.74
244428	AIKEN	TYRONE		20021007	0.50	97.02	48.51
244428	AIKEN	TYRONE		20021230	0.50	17.50	8.75
244428	AIKEN	TYRONE		20030127	0.50	31.50	15.75
244428	AIKEN	TYRONE		20030210	0.50	50.21	25.10
244428	AIKEN	TYRONE		20030224	0.50	61.48	30.74
244428	AIKEN	TYRONE		20030310	0.50	44.24	22.12
244428	AIKEN	TYRONE		20030324	0.50	76.05	38.02
244428	AIKEN	TYRONE		20030407	0.50	51.62	25.81
244428	AIKEN	TYRONE		20030421	0.50	67.03	33.51
244428	AIKEN	TYRONE		20030505	0.50	47.34	23.67
244428	AIKEN	TYRONE		20030519	0.50	9.14	4.57
244428	AIKEN	TYRONE		20030602	0.50	65.12	32.56
244428	AIKEN	TYRONE		20030616	0.50	83.42	41.71
244428	AIKEN	TYRONE		20030630	0.50	44.16	22.08
248367	AIKEN	TYRONE		19991011	0.35	45.50	15.92
248367	AIKEN	TYRONE		19991011	0.55	0.50	0.27
248367	AIKEN	TYRONE		19991025	0.35	56.00	19.60

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
248367	AIKEN	TYRONE		19991108	0.35	70.00	24.50
248367	AIKEN	TYRONE		19991122	0.35	56.85	19.89
248367	AIKEN	TYRONE		19991206	0.50	55.72	27.86
248367	AIKEN	TYRONE		19991220	0.50	72.80	36.40
248367	AIKEN	TYRONE		19991220	0.55	32.13	17.67
248367	AIKEN	TYRONE		19991220	2.50	2.00	5.00
248367	AIKEN	TYRONE		20000103	0.50	37.02	18.51
248367	AIKEN	TYRONE		20000103	0.55	7.15	3.93
248367	AIKEN	TYRONE		20000117	0.55	7.50	4.12
248367	AIKEN	TYRONE		20000117	0.50	75.00	37.50
248367	AIKEN	TYRONE		20000117	0.55	15.22	8.37
248367	AIKEN	TYRONE		20000117	0.55	4.00	2.20
248367	AIKEN	TYRONE		20000131	0.35	52.95	18.53
248367	AIKEN	TYRONE		20000131	0.55	7.50	4.12
248367	AIKEN	TYRONE		20000214	0.50	75.00	37.50
248367	AIKEN	TYRONE		20000214	0.80	6.50	5.20
248367	AIKEN	TYRONE		20000214	0.55	5.62	3.09
248367	AIKEN	TYRONE		20000228	0.50	67.50	33.75
248367	AIKEN	TYRONE		20000228	0.55	3.57	1.96
248367	AIKEN	TYRONE		20000228	1.05	15.00	15.75
248367	AIKEN	TYRONE		20000313	0.50	74.75	37.37
248367	AIKEN	TYRONE		20000327	0.50	67.50	33.75
248367	AIKEN	TYRONE		20000327	0.80	7.50	6.00
248367	AIKEN	TYRONE		20000410	0.50	75.00	37.50
248367	AIKEN	TYRONE		20000410	0.55	1.58	0.86
248367	AIKEN	TYRONE		20000410	0.80	7.50	6.00
248367	AIKEN	TYRONE		20000424	0.50	75.00	37.50
248367	AIKEN	TYRONE		20000424	0.55	39.67	21.81
248367	AIKEN	TYRONE		20000424	0.25	7.00	1.75
248367	AIKEN	TYRONE		20000508	0.50	75.00	37.50
248367	AIKEN	TYRONE		20000508	0.55	44.43	24.43
248367	AIKEN	TYRONE		20000508	0.25	14.33	3.58
248367	AIKEN	TYRONE		20000522	0.65	67.50	43.87
248367	AIKEN	TYRONE		20000522	0.75	31.30	23.47
248367	AIKEN	TYRONE		20000522	0.25	15.00	3.75
248367	AIKEN	TYRONE		20000605	0.65	67.50	43.87
248367	AIKEN	TYRONE		20000605	0.75	30.17	22.62
248367	AIKEN	TYRONE		20000605	0.25	7.12	1.78
248367	AIKEN	TYRONE		20000619	0.65	75.00	48.75
248367	AIKEN	TYRONE		20000619	0.75	28.59	21.44
248367	AIKEN	TYRONE		20000619	0.25	17.56	4.39
248367	AIKEN	TYRONE		20000703	0.65	60.00	39.00
248367	AIKEN	TYRONE		20000703	0.75	34.00	25.50
248367	AIKEN	TYRONE		20000703	0.35	4.50	1.57
248367	AIKEN	TYRONE		20000703	0.25	23.50	5.87
248367	AIKEN	TYRONE		20000717	0.50	127.09	63.54
248367	AIKEN	TYRONE		20000731	0.50	200.69	100.34
248367	AIKEN	TYRONE		20000814	0.50	135.15	67.57
248367	AIKEN	TYRONE		20000828	0.50	102.22	51.11
248367	AIKEN	TYRONE		20000911	0.50	94.58	47.29
248367	AIKEN	TYRONE		20000925	0.50	139.15	69.57
248367	AIKEN	TYRONE		20001009	0.50	171.20	85.60
248367	AIKEN	TYRONE		20001023	0.50	124.25	62.12
248367	AIKEN	TYRONE		20001106	0.50	155.90	77.95

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
248367	AIKEN	TYRONE		20001120	0.50	122.57	61.28
248367	AIKEN	TYRONE		20001204	0.50	95.81	47.90
248367	AIKEN	TYRONE		20001218	0.50	186.87	93.43
248367	AIKEN	TYRONE		20010101	0.50	69.24	34.62
248367	AIKEN	TYRONE		20010115	0.50	124.95	62.47
248367	AIKEN	TYRONE		20010129	0.50	165.72	82.86
248367	AIKEN	TYRONE		20010212	0.50	80.16	40.08
248367	AIKEN	TYRONE		20010226	0.50	458.69	229.34
248367	AIKEN	TYRONE		20010312	0.50	140.59	70.29
248367	AIKEN	TYRONE		20010326	0.50	127.50	63.75
248367	AIKEN	TYRONE		20010409	0.50	133.65	66.82
248367	AIKEN	TYRONE		20010423	0.50	127.50	63.75
248367	AIKEN	TYRONE		20010507	0.50	127.47	63.73
248367	AIKEN	TYRONE		20010521	0.50	151.77	75.88
248367	AIKEN	TYRONE		20010604	0.50	121.05	60.52
248367	AIKEN	TYRONE		20010618	0.50	139.65	69.82
248367	AIKEN	TYRONE		20010702	0.50	131.91	65.95
248367	AIKEN	TYRONE		20010716	0.50	141.22	70.61
248367	AIKEN	TYRONE		20010730	0.50	150.90	75.45
248367	AIKEN	TYRONE		20010813	0.50	164.98	82.49
248367	AIKEN	TYRONE		20010827	0.50	129.35	64.67
248367	AIKEN	TYRONE		20010910	0.50	127.72	63.86
248367	AIKEN	TYRONE		20010924	0.50	130.87	65.43
248367	AIKEN	TYRONE		20011008	0.50	51.26	25.63
248367	AIKEN	TYRONE		20011022	0.50	174.26	87.13
248367	AIKEN	TYRONE		20011105	0.50	120.64	60.32
248367	AIKEN	TYRONE		20011119	0.50	119.36	59.68
248367	AIKEN	TYRONE		20011203	0.50	66.99	33.49
248367	AIKEN	TYRONE		20011217	0.50	137.44	68.72
248367	AIKEN	TYRONE		20011231	0.50	54.00	27.00
248367	AIKEN	TYRONE		20020114	0.50	104.60	52.30
248367	AIKEN	TYRONE		20020128	0.50	127.56	63.78
248367	AIKEN	TYRONE		20020211	0.50	129.00	64.50
248367	AIKEN	TYRONE		20020225	0.50	151.45	75.72
248367	AIKEN	TYRONE		20020311	0.50	130.40	65.20
248367	AIKEN	TYRONE		20020325	0.50	140.24	70.12
248367	AIKEN	TYRONE		20020408	0.50	126.10	63.05
248367	AIKEN	TYRONE		20020422	0.50	135.16	67.58
248367	AIKEN	TYRONE		20020506	0.50	87.30	43.65
248367	AIKEN	TYRONE		20020520	0.50	127.66	63.83
248367	AIKEN	TYRONE		20020603	0.50	126.90	63.45
248367	AIKEN	TYRONE		20020617	0.50	146.50	73.25
248367	AIKEN	TYRONE		20020701	0.50	141.94	70.97
248367	AIKEN	TYRONE		20020715	0.50	119.74	59.87
248367	AIKEN	TYRONE		20020729	0.50	139.24	69.62
248367	AIKEN	TYRONE		20020812	0.50	168.04	84.02
248367	AIKEN	TYRONE		20020826	0.50	145.10	72.55
248367	AIKEN	TYRONE		20020909	0.50	160.00	80.00
248367	AIKEN	TYRONE		20020923	0.50	189.60	94.80
248367	AIKEN	TYRONE		20021007	0.50	184.70	92.35
248367	AIKEN	TYRONE		20021021	0.50	175.77	87.88
248367	AIKEN	TYRONE		20021104	0.50	157.50	78.75
248367	AIKEN	TYRONE		20021118	0.50	159.15	79.57
248367	AIKEN	TYRONE		20021202	0.50	125.41	62.70

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
248367	AIKEN	TYRONE		20021216	0.50	168.83	84.41
248367	AIKEN	TYRONE		20021230	0.50	87.15	43.57
248367	AIKEN	TYRONE		20030113	0.50	111.57	55.78
248367	AIKEN	TYRONE		20030127	0.50	140.70	70.35
248367	AIKEN	TYRONE		20030210	0.50	157.50	78.75
248367	AIKEN	TYRONE		20030224	0.50	162.13	81.06
248367	AIKEN	TYRONE		20030310	0.50	90.44	45.22
248367	AIKEN	TYRONE		20030324	0.50	155.13	77.56
248367	AIKEN	TYRONE		20030407	0.50	111.13	55.56
248367	AIKEN	TYRONE		20030421	0.50	133.08	66.54
248367	AIKEN	TYRONE		20030505	0.50	71.23	35.61
248367	AIKEN	TYRONE		20030519	0.50	146.26	73.13
248367	AIKEN	TYRONE		20030602	0.50	119.74	59.87
248367	AIKEN	TYRONE		20030616	0.50	120.96	60.48
248367	AIKEN	TYRONE		20030630	0.50	90.30	45.15
219551	ALJALIL	MALIK		19991025	0.35	21.00	7.35
219551	ALJALIL	MALIK		19991108	0.35	68.00	23.80
219551	ALJALIL	MALIK		19991122	0.35	49.83	17.44
219551	ALJALIL	MALIK		19991206	0.35	41.25	14.43
219551	ALJALIL	MALIK		19991206	0.50	4.50	2.25
219551	ALJALIL	MALIK		19991220	0.50	65.87	32.93
219551	ALJALIL	MALIK		19991220	2.50	2.00	5.00
219551	ALJALIL	MALIK		19991220	0.35	4.00	1.40
219551	ALJALIL	MALIK		20000117	0.35	56.98	19.94
219551	ALJALIL	MALIK		20000117	0.35	27.15	9.50
219551	ALJALIL	MALIK		20000131	0.35	36.12	12.64
219551	ALJALIL	MALIK		20000214	0.50	71.08	35.54
219551	ALJALIL	MALIK		20000228	0.35	58.57	20.49
219551	ALJALIL	MALIK		20000228	1.05	7.50	7.87
219551	ALJALIL	MALIK		20000313	0.35	65.04	22.76
219551	ALJALIL	MALIK		20000327	0.50	72.83	36.41
219551	ALJALIL	MALIK		20000327	0.80	7.50	6.00
219551	ALJALIL	MALIK		20000410	0.50	74.95	37.47
219551	ALJALIL	MALIK		20000410	0.80	7.50	6.00
219551	ALJALIL	MALIK		20000424	0.35	58.08	20.32
219551	ALJALIL	MALIK		20000508	0.35	48.05	16.81
219551	ALJALIL	MALIK		20000522	0.65	67.50	43.87
219551	ALJALIL	MALIK		20000522	0.75	12.32	9.24
219551	ALJALIL	MALIK		20000522	0.25	12.42	3.10
219551	ALJALIL	MALIK		20000605	0.65	61.63	40.05
219551	ALJALIL	MALIK		20000703	0.65	60.00	39.00
219551	ALJALIL	MALIK		20000703	0.75	9.99	7.49
219551	ALJALIL	MALIK		20000703	0.35	4.77	1.66
219551	ALJALIL	MALIK		20000703	0.25	12.35	3.08
219551	ALJALIL	MALIK		20000717	0.50	54.68	27.34
219551	ALJALIL	MALIK		20000731	0.50	97.27	48.63
219551	ALJALIL	MALIK		20000814	0.50	81.93	40.96
219551	ALJALIL	MALIK		20000911	0.50	93.19	46.59
219551	ALJALIL	MALIK		20000925	0.50	57.06	28.53
219551	ALJALIL	MALIK		20001009	0.50	86.41	43.20
219551	ALJALIL	MALIK		20001023	0.50	88.71	44.35
219551	ALJALIL	MALIK		20001106	0.50	109.47	54.73
219551	ALJALIL	MALIK		20001120	0.50	91.69	45.84
219551	ALJALIL	MALIK		20001204	0.50	27.90	13.95

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PLAINTIFF'S EXHIBIT F

PENCAD-Bayonne, N. J.

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

AMENDMENT TO GRIEVANCE OF LINSO ALLEN, #269378

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; 86.57 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1306.92 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.

Linso Allen 2/5/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0775; C, 0081,0086; F, 0954-0955; 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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PRISON INDUSTRIES
BUILDING 2

AS OF: 6/24/04

PAST EMPLOYEES
ALPHABETICAL

(Check these dates against hire-release dates on Jan 2004 Lists)

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	ABDALLAH, MUHAMMAD	249704	E B 24	1	6/29/01	7/12/01
	ABLE, ANTHONY	229930	A B 63	1	9/22/00	2/8/01
MI 3	ACKERMAN, FRANCIS	266928	C A 32	2	10/12/01	8/3/02
	ADAMS, DAVID	246977	C A 60	1	11/4/99	2/14/01
	ADAMS, ROBERT	262980	C 0	1	1/18/00	3/14/00
	ADDISON, JAMES	248725	A A 60	1	1/17/02	1/23/02
	ADKINSON, WADE	216744	M X 0	2	1/6/00	4/20/01
	AIKEN, ALLEN	253738	C A 6	1	11/10/99	1/30/01
MI 3	AIKEN, TYRONE	244428	C B 32	2	3/27/02	10/7/02
MI 3	AIKEN, TYRONE	244428	C B 29	1	1/15/03	6/26/03
MI 3	AIKEN, TYRONE	248367	C A 55	1	10/1/99	6/26/03
MI 3	ALJALIL, MALIK	219551	C A 1	1	8/1/02	6/24/04
	ALLAH, FOUNDATION	152845	C B 52	1	4/15/01	12/20/01
	ALLEN, DANIEL	192554	M 0	1	2/8/00	3/15/00
MI 3	ALLEN, LINSO	269378	C A 32	1	10/29/01	10/31/02
	ALLISON, JEFFERY	255624	C A 4	1	8/11/99	6/19/00
	ALLISON, STONEY	263717	E B 60	1	6/6/00	6/8/00
	ALSTON, JOSEPH	219252	C B 14	1	6/6/00	7/25/01
MI 3	ALVARADO, JOSE	273599	C B 36	1	6/27/03	6/24/04
MI 3	ALVARADO, LUIS	287920	C B 50	1	12/13/02	11/20/03
MI 3	AMADOR, CHRISTOPHER	250701	S A 29	1	6/30/03	7/9/03
MI 2	ANCRUM, TYRONE	238025	C A 18	2	4/11/02	9/5/02
MI 3	ANDERSON, ELVIS	258849	C A 0	0		12/17/99
MI 3	ANDERSON, FRANK	282800	C A 19	1	4/16/02	6/26/03
	ANDERSON, LAMAR	251314	A B 11	1	2/15/00	11/27/00
	ANDERSON, PATRICK	209044	C B 53	1	10/16/00	5/30/01
	ANDERSON, WALTER	246089	C 0	1	8/5/99	2/26/00
MI 3	ARMSTRONG, TOBY	210917	WA218	1	5/27/04	6/18/04
	AUSTIN, DARIUS	259485	M X 0	2	1/4/00	12/14/01
MI 3	AUSTIN, SHERMAN K.	300028	C B 32	1	5/3/04	5/27/04
MI 3	AUSTIN, STEVE	251896	C A 22	1	12/21/99	7/14/00
MI 3	AUSTIN, W.	259961	C A 0	0		12/20/99
	AYERS, RANDY	277318	C A 25	1	9/5/01	1/25/02
MI 2	BAILEY, MCGILL	270801	C A 3	2	2/7/01	10/16/02
	BAILEY, RALPH	248086	S B 62	1	4/18/01	7/26/01
MI 3	BAKER JR, HENRY	263398	C A 22	1	10/12/01	6/26/03
	BAKER, DEMETRIS	232951	C A 23	1	8/6/99	6/30/00
MI 3	BAKER, QUENTIN	297868	C A 24	1	3/30/04	6/24/04
	BAKER, TONY	253490	C 0	1	1/21/00	2/22/00
	BAKER, WILLIE	238685	C 0	1	2/15/00	3/9/00
	BANNISTER, MARCUS	267885	C B 31	1	11/17/00	4/11/01
MI 2	BARBER, DONALD	283052	C B 15	2	6/19/02	8/26/02

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PLAINTIFF'S EXHIBIT A

A - 0775
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
PENCAD-Raymond, N.J.

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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PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
219551	ALJALIL	MALIK		20031006	0.50	92.09	46.04
219551	ALJALIL	MALIK		20031020	0.50	86.56	43.28
219551	ALJALIL	MALIK		20031103	0.50	99.67	49.83
219551	ALJALIL	MALIK		20031117	0.50	87.18	43.59
219551	ALJALIL	MALIK		20031201	0.50	70.04	35.02
219551	ALJALIL	MALIK		20031215	0.50	86.16	43.08
219551	ALJALIL	MALIK		20031229	0.50	98.91	49.45
219551	ALJALIL	MALIK		20040112	0.50	56.22	28.11
219551	ALJALIL	MALIK		20040126	0.50	103.45	51.72
219551	ALJALIL	MALIK		20040209	0.50	111.06	55.53
219551	ALJALIL	MALIK		20040223	0.50	107.45	53.72
219551	ALJALIL	MALIK		20040308	0.50	120.14	60.07
219551	ALJALIL	MALIK		20040322	0.50	147.79	73.89
219551	ALJALIL	MALIK		20040405	0.50	140.14	70.07
219551	ALJALIL	MALIK		20040419	0.50	113.00	56.50
219551	ALJALIL	MALIK		20040503	0.50	137.85	68.92
219551	ALJALIL	MALIK		20040517	0.50	202.70	101.35
219551	ALJALIL	MALIK		20040531	0.50	132.77	66.38
152845	ALLAH	FOUNDATION	WISE	20010702	0.50	44.80	22.40
152845	ALLAH	FOUNDATION	WISE	20010716	0.50	59.80	29.90
152845	ALLAH	FOUNDATION	WISE	20010730	0.50	41.35	20.67
152845	ALLAH	FOUNDATION	WISE	20010813	0.50	76.90	38.45
152845	ALLAH	FOUNDATION	WISE	20010827	0.50	68.83	34.41
152845	ALLAH	FOUNDATION	WISE	20010910	0.50	81.30	40.65
152845	ALLAH	FOUNDATION	WISE	20010924	0.50	90.00	45.00
152845	ALLAH	FOUNDATION	WISE	20011008	0.50	144.19	72.09
152845	ALLAH	FOUNDATION	WISE	20011022	0.50	116.74	58.37
152845	ALLAH	FOUNDATION	WISE	20011105	0.50	153.33	76.66
152845	ALLAH	FOUNDATION	WISE	20011119	0.50	88.95	44.47
152845	ALLAH	FOUNDATION	WISE	20011203	0.50	88.62	44.31
152845	ALLAH	FOUNDATION	WISE	20011217	0.50	113.47	56.73
152845	ALLAH	FOUNDATION	WISE	20011231	0.50	33.26	16.63
269378	ALLEN	LINSO		20001023	0.50	9.45	4.72
269378	ALLEN	LINSO		20001106	0.50	53.55	26.77
269378	ALLEN	LINSO		20001120	0.50	11.34	5.67
269378	ALLEN	LINSO		20001204	0.50	12.23	6.11
269378	ALLEN	LINSO		20011231	0.50	24.48	12.24
269378	ALLEN	LINSO		20011231	0.50	17.25	8.62
269378	ALLEN	LINSO		20020114	0.50	31.18	15.59
269378	ALLEN	LINSO		20020128	0.50	48.51	24.25
269378	ALLEN	LINSO		20020211	0.50	40.25	20.12
269378	ALLEN	LINSO		20020225	0.50	36.06	18.03
269378	ALLEN	LINSO		20020311	0.50	78.04	39.02
269378	ALLEN	LINSO		20020325	0.50	38.43	19.21
269378	ALLEN	LINSO		20020408	0.50	1.70	0.85
269378	ALLEN	LINSO		20020506	0.50	13.03	6.51
269378	ALLEN	LINSO		20020520	0.50	89.98	44.99
269378	ALLEN	LINSO		20020603	0.50	53.68	26.84
269378	ALLEN	LINSO		20020617	0.50	96.87	48.43
269378	ALLEN	LINSO		20020701	0.50	100.16	50.08
269378	ALLEN	LINSO		20020715	0.50	59.75	29.87
269378	ALLEN	LINSO		20020729	0.50	29.33	14.66
269378	ALLEN	LINSO		20020812	0.50	71.82	35.91
269378	ALLEN	LINSO		20020826	0.50	56.58	28.29

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
269378	ALLEN	LINSO		20020909	0.50	72.11	36.05
269378	ALLEN	LINSO		20020923	0.50	87.48	43.74
269378	ALLEN	LINSO		20021007	0.50	83.97	41.98
269378	ALLEN	LINSO		20021021	0.50	89.66	44.83
269378	ALLEN	LINSO		20021104	0.50	86.60	43.30
192554	ALLEN, II	DANIEL		20000131	0.35	67.50	23.62
192554	ALLEN, II	DANIEL		20000214	0.35	66.88	23.40
192554	ALLEN, II	DANIEL		20000228	0.35	75.82	26.53
192554	ALLEN, II	DANIEL		20000313	0.35	66.40	23.24
255624	ALLISON	JEFFERY	DAVID	19990830	0.35	77.50	27.12
255624	ALLISON	JEFFERY	DAVID	19990830	0.55	4.50	2.47
255624	ALLISON	JEFFERY	DAVID	19990913	0.35	72.00	25.20
255624	ALLISON	JEFFERY	DAVID	19990913	0.55	22.75	12.51
255624	ALLISON	JEFFERY	DAVID	19990927	0.35	55.00	19.25
255624	ALLISON	JEFFERY	DAVID	19990927	0.55	20.75	11.41
255624	ALLISON	JEFFERY	DAVID	19991011	0.50	75.00	37.50
255624	ALLISON	JEFFERY	DAVID	19991011	0.55	47.00	25.85
255624	ALLISON	JEFFERY	DAVID	19991025	0.50	69.00	34.50
255624	ALLISON	JEFFERY	DAVID	19991025	0.55	19.50	10.72
255624	ALLISON	JEFFERY	DAVID	19991108	0.50	68.25	34.12
255624	ALLISON	JEFFERY	DAVID	19991108	0.55	23.00	12.65
255624	ALLISON	JEFFERY	DAVID	19991122	0.50	64.15	32.07
255624	ALLISON	JEFFERY	DAVID	19991122	0.55	5.50	3.02
255624	ALLISON	JEFFERY	DAVID	19991206	0.50	52.59	26.29
255624	ALLISON	JEFFERY	DAVID	19991206	0.55	8.72	4.79
255624	ALLISON	JEFFERY	DAVID	19991220	0.50	66.80	33.40
255624	ALLISON	JEFFERY	DAVID	19991220	0.55	35.95	19.77
255624	ALLISON	JEFFERY	DAVID	19991220	2.50	2.00	5.00
255624	ALLISON	JEFFERY	DAVID	20000103	0.50	37.50	18.75
255624	ALLISON	JEFFERY	DAVID	20000103	0.55	8.40	4.62
255624	ALLISON	JEFFERY	DAVID	20000117	0.50	74.27	37.13
255624	ALLISON	JEFFERY	DAVID	20000117	0.55	17.50	9.62
255624	ALLISON	JEFFERY	DAVID	20000117	0.50	15.00	7.50
255624	ALLISON	JEFFERY	DAVID	20000117	0.55	4.00	2.20
255624	ALLISON	JEFFERY	DAVID	20000131	0.50	63.25	31.62
255624	ALLISON	JEFFERY	DAVID	20000214	0.60	73.73	44.23
255624	ALLISON	JEFFERY	DAVID	20000214	0.80	6.50	5.20
255624	ALLISON	JEFFERY	DAVID	20000214	0.10	63.25	6.32
255624	ALLISON	JEFFERY	DAVID	20000214	0.55	5.50	3.02
255624	ALLISON	JEFFERY	DAVID	20000214	0.10	63.25	6.32
255624	ALLISON	JEFFERY	DAVID	20000228	0.45	57.43	25.84
255624	ALLISON	JEFFERY	DAVID	20000228	1.05	15.00	15.75
255624	ALLISON	JEFFERY	DAVID	20000313	0.75	72.35	54.26
255624	ALLISON	JEFFERY	DAVID	20000327	0.75	75.00	56.25
255624	ALLISON	JEFFERY	DAVID	20000327	1.00	10.00	10.00
255624	ALLISON	JEFFERY	DAVID	20000410	0.75	71.03	53.27
255624	ALLISON	JEFFERY	DAVID	20000410	0.75	2.45	1.83
255624	ALLISON	JEFFERY	DAVID	20000424	0.75	69.13	51.84
255624	ALLISON	JEFFERY	DAVID	20000508	0.75	68.34	51.25
255624	ALLISON	JEFFERY	DAVID	20000508	1.00	2.15	2.15
255624	ALLISON	JEFFERY	DAVID	20000522	0.75	67.50	50.62
255624	ALLISON	JEFFERY	DAVID	20000522	0.75	7.37	5.52
255624	ALLISON	JEFFERY	DAVID	20000522	0.25	7.50	1.87
255624	ALLISON	JEFFERY	DAVID	20000605	0.75	67.50	50.62

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

5/97

AMENDMENT TO GRIEVANCE OF FRANK ANDERSON, #282800

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 2472.31 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 Anderson 2-03-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0775; C, 0081,0086; F, 0959-0960; 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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PRISON INDUSTRIES
BUILDING 2

AS OF: 6/24/04

PAST EMPLOYEES
ALPHABETICAL

(Check these dates against hire-release dates on Jan 2004 Lists

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	ABDALLAH, MUHAMMAD	249704	E B 24	1	6/29/01	7/12/01
	ABLE, ANTHONY	229930	A B 63	1	9/22/00	2/8/01
MI 3	ACKERMAN, FRANCIS	266928	C A 32	2	10/12/01	8/3/02
	ADAMS, DAVID	246977	C A 60	1	11/4/99	2/14/01
	ADAMS, ROBERT	262980	C 0	1	1/18/00	3/14/00
	ADDISON, JAMES	248725	A A 60	1	1/17/02	1/23/02
	ADKINSON, WADE	216744	M X 0	2	1/6/00	4/20/01
	AIKEN, ALLEN	253738	C A 6	1	11/10/99	1/30/01
MI 3	AIKEN, TYRONE	244428	C B 32	2	3/27/02	10/7/02
MI 3	AIKEN, TYRONE	244428	C B 29	1	1/15/03	6/26/03
MI 3	AIKEN, TYRONE	248367	C A 55	1	10/1/99	6/26/03
MI 3	ALJALIL, MALIK	219551	C A 1	1	8/1/02	6/24/04
	ALLAH, FOUNDATION	152845	C B 52	1	4/15/01	12/20/01
	ALLEN, DANIEL	192554	M 0	1	2/8/00	3/15/00
MI 3	ALLEN, LINSO	269378	C A 32	1	10/29/01	10/31/02
	ALLISON, JEFFERY	255624	C A 4	1	8/11/99	6/19/00
	ALLISON, STONEY	263717	E B 60	1	6/6/00	6/8/00
	ALSTON, JOSEPH	219252	C B 14	1	6/6/00	7/25/01
MI 3	ALVARADO, JOSE	273599	C B 36	1	6/27/03	6/24/04
MI 3	ALVARADO, LUIS	287920	C B 50	1	12/13/02	11/20/03
MI 3	AMADOR, CHRISTOPHER	250701	S A 29	1	6/30/03	7/9/03
MI 2	ANCRUM, TYRONE	238025	C A 18	2	4/11/02	9/5/02
MI 3	ANDERSON, ELVIS	258849	C A 0	0		12/17/99
MI 3	ANDERSON, FRANK	282800	C A 19	1	4/16/02	6/26/03
	ANDERSON, LAMAR	251314	A B 11	1	2/15/00	11/27/00
	ANDERSON, PATRICK 247716	209044	C B 53	1	10/16/00	5/30/01
	ANDERSON, WALTER	246089	C 0	1	8/5/99	2/26/00
MI 3	ARMSTRONG, TOBY	210917	WA218	1	5/27/04	6/18/04
	AUSTIN, DARIUS	259485	M X 0	2	1/4/00	12/14/01
MI 3	AUSTIN, SHERMAN K.	300028	C B 32	1	5/3/04	5/27/04
MI 3	AUSTIN, STEVE	251896	C A 22	1	12/21/99	7/14/00
MI 3	AUSTIN, W.	259961	C A 0	0		12/20/99
	AYERS, RANDY	277318	C A 25	1	9/5/01	1/25/02
MI 2	BAILEY, MCGILL	270801	C A 3	2	2/7/01	10/16/02
	BAILEY, RALPH	248086	S B 62	1	4/18/01	7/26/01
MI 3	BAKER JR, HENRY	263398	C A 22	1	10/12/01	6/26/03
	BAKER, DEMETRIS	232951	C A 23	1	8/6/99	6/30/00
MI 3	BAKER, QUENTIN	297868	C A 24	1	3/30/04	6/24/04
	BAKER, TONY	253490	C 0	1	1/21/00	2/22/00
	BAKER, WILLIE	238685	C 0	1	2/15/00	3/9/00
	BANNISTER, MARCUS	267885	C B 31	1	11/17/00	4/11/01
MI 2	BARBER, DONALD	283052	C B 15	2	6/19/02	8/26/02

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PLAINTIFF'S EXHIBIT A

A - 0775
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 ~~1,500,000~~. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

00626

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
246089	ANDERSON	WALTER		19990927	0.70	14.00	9.80
246089	ANDERSON	WALTER		19991011	0.50	66.50	33.25
246089	ANDERSON	WALTER		19991011	0.55	6.75	3.71
246089	ANDERSON	WALTER		19991025	0.50	70.00	35.00
246089	ANDERSON	WALTER		19991025	0.55	0.50	0.27
246089	ANDERSON	WALTER		19991108	0.50	75.00	37.50
246089	ANDERSON	WALTER		19991108	0.55	7.50	4.12
246089	ANDERSON	WALTER		19991122	0.50	66.50	33.25
246089	ANDERSON	WALTER		19991122	0.55	14.60	8.03
246089	ANDERSON	WALTER		19991206	0.50	53.85	26.92
246089	ANDERSON	WALTER		19991206	0.55	5.00	2.75
246089	ANDERSON	WALTER		19991220	0.50	74.75	37.37
246089	ANDERSON	WALTER		19991220	0.55	22.55	12.40
246089	ANDERSON	WALTER		19991220	2.50	2.00	5.00
246089	ANDERSON	WALTER		20000103	0.50	37.50	18.75
246089	ANDERSON	WALTER		20000103	0.55	4.18	2.29
246089	ANDERSON	WALTER		20000117	0.50	74.77	37.38
246089	ANDERSON	WALTER		20000117	0.55	9.92	5.45
246089	ANDERSON	WALTER		20000117	0.55	7.50	4.12
246089	ANDERSON	WALTER		20000117	0.50	15.00	7.50
246089	ANDERSON	WALTER		20000117	0.55	4.00	2.20
246089	ANDERSON	WALTER		20000131	0.50	56.05	28.02
246089	ANDERSON	WALTER		20000131	0.55	7.50	4.12
246089	ANDERSON	WALTER		20000214	0.50	75.00	37.50
246089	ANDERSON	WALTER		20000214	0.80	6.50	5.20
246089	ANDERSON	WALTER		20000214	0.55	2.93	1.61
246089	ANDERSON	WALTER		20000214	0.55	5.50	3.02
246089	ANDERSON	WALTER		20000228	0.35	51.48	18.01
246089	ANDERSON	WALTER		20000228	1.05	7.50	7.87
282800	ANDERSON, JR.	FRANK		20020506	0.50	27.31	13.65
282800	ANDERSON, JR.	FRANK		20020520	0.50	56.33	28.16
282800	ANDERSON, JR.	FRANK		20020603	0.50	45.61	22.80
282800	ANDERSON, JR.	FRANK		20020617	0.50	90.60	45.30
282800	ANDERSON, JR.	FRANK		20020701	0.50	83.67	41.83
282800	ANDERSON, JR.	FRANK		20020715	0.50	66.88	33.44
282800	ANDERSON, JR.	FRANK		20020729	0.50	73.10	36.55
282800	ANDERSON, JR.	FRANK		20020812	0.50	81.88	40.94
282800	ANDERSON, JR.	FRANK		20020826	0.50	94.21	47.10
282800	ANDERSON, JR.	FRANK		20020909	0.50	82.19	41.09
282800	ANDERSON, JR.	FRANK		20020923	0.50	101.03	50.51
282800	ANDERSON, JR.	FRANK		20021007	0.50	105.00	52.50
282800	ANDERSON, JR.	FRANK		20021021	0.50	105.00	52.50
282800	ANDERSON, JR.	FRANK		20021104	0.50	124.64	62.32
282800	ANDERSON, JR.	FRANK		20021118	0.50	123.12	61.56
282800	ANDERSON, JR.	FRANK		20021202	0.50	82.42	41.21
282800	ANDERSON, JR.	FRANK		20021216	0.50	81.67	40.83
282800	ANDERSON, JR.	FRANK		20021230	0.50	40.62	20.31
282800	ANDERSON, JR.	FRANK		20030113	0.50	48.30	24.15
282800	ANDERSON, JR.	FRANK		20030127	0.50	60.11	30.05
282800	ANDERSON, JR.	FRANK		20030210	0.50	64.43	32.21
282800	ANDERSON, JR.	FRANK		20030224	0.50	74.23	37.11
282800	ANDERSON, JR.	FRANK		20030310	0.50	88.77	44.38
282800	ANDERSON, JR.	FRANK		20030324	0.50	68.85	34.42
282800	ANDERSON, JR.	FRANK		20030407	0.50	75.42	37.71

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
282800	ANDERSON, JR.	FRANK		20030421	0.50	69.30	34.65
282800	ANDERSON, JR.	FRANK		20030505	0.50	69.62	34.81
282800	ANDERSON, JR.	FRANK		20030519	0.50	114.39	57.19
282800	ANDERSON, JR.	FRANK		20030602	0.50	90.73	45.36
282800	ANDERSON, JR.	FRANK		20030616	0.50	115.14	57.57
282800	ANDERSON, JR.	FRANK		20030630	0.50	67.74	33.87
210917	ARMSTRONG	TOBY	K	20040531	0.50	17.50	8.75
259485	AUSTIN	DARIUS	L.	20000117	0.35	7.00	2.45
259485	AUSTIN	DARIUS	L.	20000131	0.50	67.04	33.52
259485	AUSTIN	DARIUS	L.	20000214	0.50	74.70	37.35
259485	AUSTIN	DARIUS	L.	20000228	0.50	59.92	29.96
259485	AUSTIN	DARIUS	L.	20000228	0.35	16.00	5.60
259485	AUSTIN	DARIUS	L.	20000313	0.35	75.97	26.58
259485	AUSTIN	DARIUS	L.	20000327	0.50	67.50	33.75
259485	AUSTIN	DARIUS	L.	20000327	0.35	20.00	7.00
259485	AUSTIN	DARIUS	L.	20000410	0.50	75.00	37.50
259485	AUSTIN	DARIUS	L.	20000410	0.35	20.00	7.00
259485	AUSTIN	DARIUS	L.	20000424	0.35	60.00	21.00
259485	AUSTIN	DARIUS	L.	20000424	0.35	16.00	5.60
259485	AUSTIN	DARIUS	L.	20000508	0.50	66.37	33.18
259485	AUSTIN	DARIUS	L.	20000508	0.35	20.00	7.00
259485	AUSTIN	DARIUS	L.	20000522	0.50	67.50	33.75
259485	AUSTIN	DARIUS	L.	20000522	0.80	15.00	12.00
259485	AUSTIN	DARIUS	L.	20000522	0.35	20.00	7.00
259485	AUSTIN	DARIUS	L.	20000605	0.50	67.50	33.75
259485	AUSTIN	DARIUS	L.	20000605	0.35	18.00	6.30
259485	AUSTIN	DARIUS	L.	20000619	0.70	12.00	8.40
259485	AUSTIN	DARIUS	L.	20000619	0.50	75.00	37.50
259485	AUSTIN	DARIUS	L.	20000619	0.80	9.08	7.26
259485	AUSTIN	DARIUS	L.	20000703	0.50	60.00	30.00
259485	AUSTIN	DARIUS	L.	20000703	0.55	25.53	14.04
259485	AUSTIN	DARIUS	L.	20000703	0.35	27.00	9.45
259485	AUSTIN	DARIUS	L.	20000703	0.25	14.53	3.63
259485	AUSTIN	DARIUS	L.	20000717	0.50	80.10	40.05
259485	AUSTIN	DARIUS	L.	20000731	0.50	89.00	44.50
259485	AUSTIN	DARIUS	L.	20000814	0.50	62.30	31.15
259485	AUSTIN	DARIUS	L.	20000828	0.50	100.35	50.17
259485	AUSTIN	DARIUS	L.	20000911	0.50	87.10	43.55
259485	AUSTIN	DARIUS	L.	20000925	0.50	111.50	55.75
259485	AUSTIN	DARIUS	L.	20001009	0.50	17.80	8.90
259485	AUSTIN	DARIUS	L.	20001023	0.50	111.50	55.75
259485	AUSTIN	DARIUS	L.	20001106	0.50	111.50	55.75
259485	AUSTIN	DARIUS	L.	20001120	0.50	100.35	50.17
259485	AUSTIN	DARIUS	L.	20001204	0.50	78.05	39.02
259485	AUSTIN	DARIUS	L.	20001218	0.50	110.35	55.17
259485	AUSTIN	DARIUS	L.	20010101	0.50	44.60	22.30
259485	AUSTIN	DARIUS	L.	20010115	0.50	88.30	44.15
259485	AUSTIN	DARIUS	L.	20010129	0.50	101.20	50.60
259485	AUSTIN	DARIUS	L.	20010212	0.50	126.50	63.25
259485	AUSTIN	DARIUS	L.	20010226	0.50	101.20	50.60
259485	AUSTIN	DARIUS	L.	20010312	0.50	83.20	41.60
259485	AUSTIN	DARIUS	L.	20010326	0.50	126.50	63.25
259485	AUSTIN	DARIUS	L.	20010409	0.50	130.25	65.12
259485	AUSTIN	DARIUS	L.	20010423	0.50	113.85	56.92

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

AMENDMENT TO GRIEVANCE OF SHERMAN AUSTIN, #300028

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 55.84 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, 0775; C, 0081,0086; F, 0961; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

AMENDMENT TO GRIEVANCE OF SHERMAN AUSTIN, #300028

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, 0775; C, 0081,0086; F, 0961; 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.

S-207

PRISON INDUSTRIES
BUILDING 2

AS OF: 6/24/04

PAST EMPLOYEES
ALPHABETICAL
(Check these dates again. hire-release dates on Jan 2 List

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	ABDALLAH, MUHAMMAD	249704	E B 24	1	6/29/01	7/12/01
	ABLE, ANTHONY	229930	A B 63	1	9/22/00	2/8/01
MI 3	ACKERMAN, FRANCIS	266928	C A 32	2	10/12/01	8/3/02
	ADAMS, DAVID	246977	C A 60	1	11/4/99	2/14/01
	ADAMS, ROBERT	262980	C 0	1	1/18/00	3/14/00
	ADDISON, JAMES	248725	A A 60	1	1/17/02	1/23/02
	ADKINSON, WADE	216744	MX 0	2	1/6/00	4/20/01
MI 3	AIKEN, ALLEN	253738	C A 6	1	11/10/99	1/30/01
MI 3	AIKEN, TYRONE	244428	C B 32	2	3/27/02	10/7/02
MI 3	AIKEN, TYRONE	244428	C B 29	1	1/15/03	6/26/03
MI 3	ALJALIL, MALIK	248367	C A 55	1	10/1/99	6/26/03
	ALLAH, FOUNDATION	219551	C A 1	1	8/1/02	6/24/04
	ALLEN, DANIEL	152845	C B 52	1	4/15/01	12/20/01
MI 3	ALLEN, LINSO	192554	M 0	1	2/8/00	3/15/00
	ALLISON, JEFFERY	269378	C A 32	1	10/29/01	10/31/02
	ALLISON, STONEY	255624	C A 4	1	8/11/99	6/19/00
	ALSTON, JOSEPH	263717	E B 60	1	6/6/00	6/8/00
MI 3	ALVARADO, JOSE	219252	C B 14	1	6/6/00	7/25/01
MI 3	ALVARADO, LUIS	273599	C B 36	1	6/27/03	6/24/04
MI 3	AMADOR, CHRISTOPHER	287920	C B 50	1	12/13/02	11/20/03
MI 2	ANCRUM, TYRONE	250701	S A 29	1	6/30/03	7/9/03
MI 3	ANDERSON, ELVIS	238025	C A 18	2	4/11/02	9/5/02
MI 3	ANDERSON, FRANK	258849	C A 0	0		12/17/99
	ANDERSON, LAMAR	282800	C A 19	1	4/16/02	6/26/03
	ANDERSON, PATRICK	251314	A B 11	1	2/15/00	11/27/00
	ANDERSON, WALTER	209044	C B 53	1	10/16/00	5/30/01
MI 3	ARMSTRONG, TOBY	246089	C 0	1	8/5/99	2/26/00
	AUSTIN, DARIUS	210917	WA218	1	5/27/04	6/18/04
MI 3	AUSTIN, SHERMAN K.	259485	MX 0	2	1/4/00	12/14/01
MI 3	AUSTIN, STEVE	300028	C B 32	1	5/3/04	5/27/04
MI 3	AUSTIN, W.	251896	C A 22	1	12/21/99	7/14/00
	AYERS, RANDY	259961	C A 0	0		12/20/99
MI 2	BAILEY, MCGILL	277318	C A 25	1	9/5/01	1/25/02
	BAILEY, RALPH	270801	C A 3	2	2/7/01	10/16/02
MI 3	BAKER JR, HENRY	248086	S B 62	1	4/18/01	7/26/01
	BAKER, DEMETRIS	263398	C A 22	1	10/12/01	6/26/03
MI 3	BAKER, QUENTIN	232951	C A 23	1	8/6/99	6/30/00
	BAKER, TONY	297868	C A 24	1	3/30/04	6/24/04
	BAKER, WILLIE	253490	C 0	1	1/21/00	2/22/00
	BANNISTER, MARCUS	238685	C 0	1	2/15/00	3/9/00
MI 2	BARBER, DONALD	267885	C B 31	1	11/17/00	4/11/01
		283052	C B 15	2	6/19/02	8/26/02

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PLAINTIFF'S EXHIBIT A

A - 0775
June 2004

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT

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

5-210

PLAINTIFF'S EXHIBIT C

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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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

AMENDMENT TO GRIEVANCE OF HENRY L. BAKER, JR., #263398

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 3765.87 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, 0775; C, 0081,0086; F, 0963-0964; 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.

defts . 2d set of plaintiff's notices
sent out 4/5/05 7-2 pty disc. to staff

PRISON INDUSTRIES PAST EMPLOYEES
BUILDING 2 **AS OF: 6/24/04** **ALPHABETICAL**

(Check these dates against hire-release dates on Jan 2004 Lists)

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	ABDALLAH, MUHAMMAD	249704	E B 24	1	6/29/01	7/12/01
	ABLE, ANTHONY	229930	A B 63	1	9/22/00	2/8/01
MI 3	ACKERMAN, FRANCIS	266928	C A 32	2	10/12/01	8/3/02
	ADAMS, DAVID	246977	C A 60	1	11/4/99	2/14/01
	ADAMS, ROBERT	262980	C 0	1	1/18/00	3/14/00 R-U
	ADDISON, JAMES	248725	A A 60	1	1/17/02	1/23/02
	ADKINSON, WADE	216744	M X 0	2	1/6/00	4/20/01 R-U
	AIKEN, ALLEN	253738	C A 6	1	11/10/99	1/30/01
MI 3	AIKEN, TYRONE	244428	C B 32	2	3/27/02	10/7/02
MI 3	AIKEN, TYRONE	244428	C B 29	1	1/15/03	6/26/03
MI 3	AIKEN, TYRONE	248367	C A 55	1	10/1/99	6/26/03
MI 3	ALJALIL, MALIK	219551	C A 1	1	8/1/02	6/24/04
	ALLAH, FOUNDATION	152845	C B 52	1	4/15/01	12/20/01
	ALLEN, DANIEL	192554	M 0	1	2/8/00	3/15/00
MI 3	ALLEN, LINSO	269378	C A 32	1	10/29/01	10/31/02
	ALLISON, JEFFERY	255624	C A 4	1	8/11/99	6/19/00
	ALLISON, STONEY	263717	E B 60	1	6/6/00	6/8/00
	ALSTON, JOSEPH	219252	C B 14	1	6/6/00	7/25/01 R-U
MI 3	ALVARADO, JOSE	273599	C B 36	1	6/27/03	6/24/04
MI 3	ALVARADO, LUIS	287920	C B 50	1	12/13/02	11/20/03
MI 3	AMADOR, CHRISTOPHER	250701	S A 29	1	6/30/03	7/9/03
MI 2	ANCRUM, TYRONE	238025	C A 18	2	4/11/02	9/5/02
MI 3	ANDERSON, ELVIS	258849	C A 0	0		12/17/99
MI 3	ANDERSON, FRANK	282800	C A 19	1	4/16/02	6/26/03
	ANDERSON, LAMAR	251314	A B 11	1	2/15/00	11/27/00
	ANDERSON, PATRICK-247718	209044	C B 53	1	10/16/00	5/30/01
	ANDERSON, WALTER	246089	C 0	1	8/5/99	2/26/00
MI 3	ARMSTRONG, TOBY	210917	WA218	1	5/27/04	6/18/04
	AUSTIN, DARIUS	259485	M X 0	2	1/4/00	12/14/01
MI 3	AUSTIN, SHERMAN K.	300028	C B 32	1	5/3/04	5/27/04
MI 3	AUSTIN, STEVE	251896	C A 22	1	12/21/99	7/14/00
MI 3	AUSTIN, W.	259961	C A 0	0		12/20/99 R-U
	AYERS, RANDY	277318	C A 25	1	9/5/01	1/25/02
MI 2	BAILEY, MCGILL	270801	C A 3	2	2/7/01	10/16/02
	BAILEY, RALPH	248086	S B 62	1	4/18/01	7/26/01
MI 3	BAKER JR, HENRY	263398	C A 22	1	10/12/01	6/26/03
	BAKER, DEMETRIS	232951	C A 23	1	8/6/99	6/30/00 R-U
MI 3	BAKER, QUENTIN	297868	C A 24	1	3/30/04	6/24/04
	BAKER, TONY	253490	C 0	1	1/21/00	2/22/00 R-U
	BAKER, WILLIE	238685	C 0	1	2/15/00	3/9/00
	BANNISTER, MARCUS	267885	C B 31	1	11/17/00	4/11/01 R-U
MI 2	BARBER, DONALD	283052	C B 15	2	6/19/02	8/26/02 R-U

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PLAINTIFF'S EXHIBIT 4

A - 0775
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 WWW. Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
232951	BAKER	DEMETRIS		19991206	0.50	53.21	26.60
232951	BAKER	DEMETRIS		19991206	0.55	10.22	5.62
232951	BAKER	DEMETRIS		19991220	2.50	2.00	5.00
232951	BAKER	DEMETRIS		19991220	0.50	59.18	29.59
232951	BAKER	DEMETRIS		19991220	0.55	7.50	4.12
232951	BAKER	DEMETRIS		20000103	0.35	30.00	10.50
232951	BAKER	DEMETRIS		20000103	0.55	3.05	1.67
232951	BAKER	DEMETRIS		20000117	0.35	55.38	19.38
232951	BAKER	DEMETRIS		20000131	0.35	57.35	20.07
232951	BAKER	DEMETRIS		20000214	0.50	75.00	37.50
232951	BAKER	DEMETRIS		20000214	0.80	6.50	5.20
232951	BAKER	DEMETRIS		20000228	0.50	67.50	33.75
232951	BAKER	DEMETRIS		20000228	1.05	15.00	15.75
232951	BAKER	DEMETRIS		20000313	0.65	68.72	44.66
232951	BAKER	DEMETRIS		20000327	0.65	73.81	47.97
232951	BAKER	DEMETRIS		20000410	0.65	75.00	48.75
232951	BAKER	DEMETRIS		20000410	0.75	18.90	14.17
232951	BAKER	DEMETRIS		20000410	1.00	15.00	15.00
232951	BAKER	DEMETRIS		20000424	0.65	69.75	45.33
232951	BAKER	DEMETRIS		20000508	0.65	75.00	48.75
232951	BAKER	DEMETRIS		20000508	0.75	37.82	28.36
232951	BAKER	DEMETRIS		20000508	0.25	14.30	3.57
232951	BAKER	DEMETRIS		20000522	0.75	67.50	50.62
232951	BAKER	DEMETRIS		20000522	0.75	35.33	26.49
232951	BAKER	DEMETRIS		20000522	0.25	21.68	5.42
232951	BAKER	DEMETRIS		20000605	0.65	67.27	43.72
232951	BAKER	DEMETRIS		20000619	0.65	75.85	49.30
232951	BAKER	DEMETRIS		20000703	0.65	60.00	39.00
232951	BAKER	DEMETRIS		20000703	0.75	10.17	7.62
232951	BAKER	DEMETRIS		20000703	0.35	4.67	1.63
297868	BAKER	QUENTIN	BRUCE	20040419	0.50	20.02	10.01
297868	BAKER	QUENTIN	BRUCE	20040503	0.50	50.49	25.24
297868	BAKER	QUENTIN	BRUCE	20040517	0.50	68.96	34.48
297868	BAKER	QUENTIN	BRUCE	20040531	0.50	64.31	32.15
253490	BAKER	TONY		19991025	0.35	21.00	7.35
253490	BAKER	TONY		19991108	0.35	63.50	22.22
253490	BAKER	TONY		19991108	0.55	23.50	12.92
253490	BAKER	TONY		19991122	0.35	37.35	13.07
253490	BAKER	TONY		19991206	0.35	48.77	17.06
253490	BAKER	TONY		19991206	0.50	4.50	2.25
253490	BAKER	TONY		19991220	0.50	71.02	35.51
253490	BAKER	TONY		19991220	0.55	1.15	0.63
253490	BAKER	TONY		19991220	2.50	2.00	5.00
253490	BAKER	TONY		20000103	0.35	30.00	10.50
253490	BAKER	TONY		20000103	0.55	5.97	3.28
253490	BAKER	TONY		20000117	0.35	55.97	19.58
253490	BAKER	TONY		20000131	0.35	38.48	13.46
253490	BAKER	TONY		20000214	0.35	43.42	15.19
253490	BAKER	TONY		20000214	0.80	6.50	5.20
238685	BAKER	WILLIE	DWIGHT	20000228	0.55	7.50	4.12
238685	BAKER	WILLIE	DWIGHT	20000228	1.05	7.50	7.87
238685	BAKER	WILLIE	DWIGHT	20000313	0.35	49.47	17.31
238685	BAKER	WILLIE	DWIGHT	20000313	0.55	6.50	3.57
263398	BAKER, JR	HENRY	L	20011022	0.50	33.50	16.75

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PLAINTIFF'S EXHIBIT E

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
263398	BAKER, JR	HENRY	L	20011105	0.50	61.91	30.95
263398	BAKER, JR	HENRY	L	20011119	0.50	59.25	29.62
263398	BAKER, JR	HENRY	L	20011203	0.50	36.24	18.12
263398	BAKER, JR	HENRY	L	20011217	0.50	75.14	37.57
263398	BAKER, JR	HENRY	L	20011231	0.50	25.88	12.94
263398	BAKER, JR	HENRY	L	20020114	0.50	52.50	26.25
263398	BAKER, JR	HENRY	L	20020128	0.50	83.75	41.87
263398	BAKER, JR	HENRY	L	20020211	0.50	69.90	34.95
263398	BAKER, JR	HENRY	L	20020225	0.50	104.91	52.45
263398	BAKER, JR	HENRY	L	20020311	0.50	102.10	51.05
263398	BAKER, JR	HENRY	L	20020325	0.50	105.00	52.50
263398	BAKER, JR	HENRY	L	20020408	0.50	37.99	18.99
263398	BAKER, JR	HENRY	L	20020422	0.50	102.17	51.08
263398	BAKER, JR	HENRY	L	20020506	0.50	128.28	64.14
263398	BAKER, JR	HENRY	L	20020520	0.50	121.13	60.56
263398	BAKER, JR	HENRY	L	20020603	0.50	48.62	24.31
263398	BAKER, JR	HENRY	L	20020617	0.50	110.64	55.32
263398	BAKER, JR	HENRY	L	20020701	0.50	110.55	55.27
263398	BAKER, JR	HENRY	L	20020715	0.50	23.43	11.71
263398	BAKER, JR	HENRY	L	20020729	0.50	118.32	59.16
263398	BAKER, JR	HENRY	L	20020812	0.50	88.11	44.05
263398	BAKER, JR	HENRY	L	20020826	0.50	129.20	64.60
263398	BAKER, JR	HENRY	L	20020909	0.50	96.95	48.47
263398	BAKER, JR	HENRY	L	20020923	0.50	113.65	56.82
263398	BAKER, JR	HENRY	L	20021007	0.50	123.45	61.72
263398	BAKER, JR	HENRY	L	20021021	0.50	119.17	59.58
263398	BAKER, JR	HENRY	L	20021118	0.50	140.39	70.19
263398	BAKER, JR	HENRY	L	20021202	0.50	96.37	48.18
263398	BAKER, JR	HENRY	L	20021216	0.50	109.42	54.71
263398	BAKER, JR	HENRY	L	20021230	0.50	66.01	33.00
263398	BAKER, JR	HENRY	L	20030113	0.50	69.19	34.59
263398	BAKER, JR	HENRY	L	20030127	0.50	88.43	44.21
263398	BAKER, JR	HENRY	L	20030210	0.50	81.01	40.50
263398	BAKER, JR	HENRY	L	20030224	0.50	85.00	42.50
263398	BAKER, JR	HENRY	L	20030310	0.50	81.77	40.88
263398	BAKER, JR	HENRY	L	20030324	0.50	92.91	46.45
263398	BAKER, JR	HENRY	L	20030407	0.50	69.05	34.52
263398	BAKER, JR	HENRY	L	20030421	0.50	77.01	38.50
263398	BAKER, JR	HENRY	L	20030505	0.50	58.61	29.30
263398	BAKER, JR	HENRY	L	20030519	0.50	106.32	53.16
263398	BAKER, JR	HENRY	L	20030602	0.50	96.15	48.07
263398	BAKER, JR	HENRY	L	20030616	0.50	102.87	51.43
263398	BAKER, JR	HENRY	L	20030630	0.50	63.62	31.81
267885	BANNISTER	MARCUS	M.	20001204	0.50	34.90	17.45
267885	BANNISTER	MARCUS	M.	20001218	0.50	53.85	26.92
267885	BANNISTER	MARCUS	M.	20010101	0.50	35.53	17.76
267885	BANNISTER	MARCUS	M.	20010115	0.50	32.92	16.46
267885	BANNISTER	MARCUS	M.	20010129	0.50	64.92	32.46
267885	BANNISTER	MARCUS	M.	20010212	0.50	69.35	34.67
267885	BANNISTER	MARCUS	M.	20010226	0.50	89.26	44.63
267885	BANNISTER	MARCUS	M.	20010312	0.50	68.72	34.36
267885	BANNISTER	MARCUS	M.	20010326	0.50	25.78	12.89
267885	BANNISTER	MARCUS	M.	20010409	0.50	30.98	15.49
267885	BANNISTER	MARCUS	M.	20010423	0.50	6.30	3.15

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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.

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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

S 222

AMENDMENT TO GRIEVANCE OF MICHAEL BAYLOR, #265682

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; 118.73 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 801.26 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.

Michael Baylor 9-9-04
(Grievant Signature) (Date)

* Attached are Exh. A, 0776; C, 0081,0086; F, 0965; 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
	BARFIELD, JOHN	164001	A B 35	1	6/27/00	8/7/00
	BARKER, CHRIS	245185	E B 12	1	2/23/01	5/15/01
MI 3	BARNIE, RONALD	280608	C A 22	2	4/10/02	9/13/02
	BARR, CHRISTOPHER	257687	C 0	1	12/3/99	1/5/00
	BARRETT, BRANDON	254581	C 0	1	1/18/00	2/18/00
MI 2	BASKIN, TERRY	247638	E A 14	2	8/21/02	9/3/02
MI 3	BAYLOR, MICHAEL	265682	S B 31	1	5/23/01	10/2/02
MI 3	BEACH, JACOB R.	301270	E B 16	1	6/7/04	6/24/04
MI 2	BEASLEY, DARRYEL	222388	C B 18	1	4/5/02	5/19/03
MI 2	BEASLEY, DARRYEL	222388	C A 21	1	12/4/03	6/24/04
	BECKMAN, DENNIS	260735	M X 0	2	1/4/00	12/14/01
MI 3	BELL, L.	258056	C A 0	0		10/11/99
	BELLINGER, DAREN	258008	E B 17	2	5/31/00	8/23/00
	BELT, KEVIN	232614	C A 8	1	6/6/00	11/29/00
	BENNET, CHARLES	263729	S B 39	1	6/27/00	7/14/00
	BENNETT, CHARLES	177073	C A 19	1	10/25/01	2/25/02
MI 2	BENNETT, NORMAN	280779	C A 27	2	3/11/02	11/7/02
	BENNINGER, MICHAEL	264212	S A 42	2	6/19/02	8/22/02
	BERNTSEN, LEROY	101252	S A 1	1	9/3/00	6/21/02
MI 2	BEST, EDWARD	229627	C B 43	1	10/25/01	9/17/02
	BETHEA, ROOSEVELT	257442	E B 16	1	8/11/99	12/29/99
	BETHEL, CHARLIE	254366	S A 14	2	10/20/99	12/31/99
	BINNEY, JONATHON	274644	S B 21	1	5/23/01	6/29/01
MI 2	BISHOP, DAVID	285935	E B 16	1	9/26/02	10/3/02
	BLAKE, ISAAC	170831	C B 29	1	3/6/01	5/6/02
	BLAKE, JERAMI	228213	M X 0	2	1/4/00	12/18/01
	BLEWER, FRAMPTON	165348	E B 62	1	1/15/00	4/2/00
MI 3	BLOM, WILLIAM	279206	E A 32	0	3/16/04	3/24/04
MI 1B	BLOODWORTH, JAMIE	216949	C A 36	1	4/26/00	3/11/03
	BLURTON, GREGORY	247130	S B 17	1	10/19/00	5/14/01
MI 3	BOGAN, JAMES	288111	C B 19	1	6/26/03	6/24/04
	BOLT, RICHARD	261913	S A 57	2	9/10/01	4/15/02
MI 2	BOOTH, PERCY	156682	C A 28	2	9/12/01	1/13/03
MI 3	BOSTICK, ROGERS	196898	W A 220	1	6/7/04	6/8/04
MI 3	BOWMAN, STEVEN	280642	C A 52	1	8/7/03	11/10/03
MI 1B	BOWMAN, TAURUS	252745	C B 56	1	9/27/01	6/26/03
	BOYD, MONTEZ	241604	A B 59	2	9/26/01	12/12/01
MI 2	BRACEY, DONNIE	255164	C B 50	1	9/26/01	9/25/02
	BRADFORD, ROY	208445	S B 26	1	11/4/99	12/29/99
MI 2	BRAGG, ERIC	250113	C A 4	2	2/15/00	12/16/02
	BRANCH, LEROY	257167	C B 40	2	8/30/01	7/22/02
MI 3	BRANNON, LAZARUS	227847	C B 46	1	3/15/02	12/20/02
MI 3	BRAXTON, H	254647	C A 0	0		11/22/99
	BRAZZLE, DARRELL	275042	A A 20	1	5/20/02	6/4/02
	BRELAND, TONY	261319	M X 0	2	1/6/00	7/7/00

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PLAINTIFF'S EXHIBIT A

A - 0776
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

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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PLAINTIFF'S EXHIBIT C

00026

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

AMENDMENT TO GRIEVANCE OF DARRYEL BEASLEY, #222388

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 3572.35 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, 0776; C, 0081,0086; F, 0965-0966; 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
	BARFIELD, JOHN	164001	A B 35	1	6/27/00	8/7/00
	BARKER, CHRIS	245185	E B 12	1	2/23/01	5/15/01
MI 3	BARNIE, RONALD	280608	C A 22	2	4/10/02	9/13/02
	BARR, CHRISTOPHER	257687	C 0	1	12/3/99	1/5/00
	BARRETT, BRANDON	254581	C 0	1	1/18/00	2/18/00
MI 2	BASKIN, TERRY	247638	E A 14	2	8/21/02	9/3/02
MI 3	BAYLOR, MICHAEL	265682	S B 31	1	5/23/01	10/2/02
MI 3	BEACH, JACOB R.	301270	E B 16	1	6/7/04	6/24/04
MI 2	BEASLEY, DARRYEL	222388	C B 18	1	4/5/02	5/19/03
MI 2	BEASLEY, DARRYEL	222388	C A 21	1	12/4/03	6/24/04
	BECKMAN, DENNIS	260735	MX 0	2	1/4/00	12/14/01
MI 3	BELL, L.	258056	C A 0	0		10/11/99
	BELLINGER, DAREN	258008	E B 17	2	5/31/00	8/23/00
	BELT, KEVIN	232614	C A 8	1	6/6/00	11/29/00
	BENNET, CHARLES	263729	S B 39	1	6/27/00	7/14/00
	BENNETT, CHARLES	177073	C A 19	1	10/25/01	2/25/02
MI 2	BENNETT, NORMAN	280779	C A 27	2	3/11/02	11/7/02
	BENNINGER, MICHAEL	264212	S A 42	2	6/19/02	8/22/02
	BERNTSEN, LEROY	101252	S A 1	1	9/3/00	6/21/02
MI 2	BEST, EDWARD	229627	C B 43	1	10/25/01	9/17/02
	BETHEA, ROOSEVELT	257442	E B 16	1	8/11/99	12/29/99
	BETHEL, CHARLIE	254366	S A 14	2	10/20/99	12/31/99
	BINNEY, JONATHON	274644	S B 21	1	5/23/01	6/29/01
MI 2	BISHOP, DAVID	285935	E B 16	1	9/26/02	10/3/02
	BLAKE, ISAAC	170831	C B 29	1	3/6/01	5/6/02
	BLAKE, JERAMI	228213	MX 0	2	1/4/00	12/18/01
	BLEWER, FRAMPTON	165348	E B 62	1	1/15/00	4/2/00
MI 3	BLOM, WILLIAM	279206	E A 32	0	3/16/04	3/24/04
MI 1B	BLOODWORTH, JAMIE	216949	C A 36	1	4/26/00	3/11/03
	BLURTON, GREGORY	247130	S B 17	1	10/19/00	5/14/01
MI 3	BOGAN, JAMES	288111	C B 19	1	6/26/03	6/24/04
	BOLT, RICHARD	261913	S A 57	2	9/10/01	4/15/02
MI 2	BOOTH, PERCY	156682	C A 28	2	9/12/01	1/13/03
MI 3	BOSTICK, ROGERS	196898	WA220	1	6/7/04	6/8/04
MI 3	BOWMAN, STEVEN	280642	C A 52	1	8/7/03	11/10/03
MI 1B	BOWMAN, TAURUS	252745	C B 56	1	9/27/01	6/26/03
	BOYD, MONTEZ	241604	A B 59	2	9/26/01	12/12/01
MI 2	BRACEY, DONNIE	255164	C B 50	1	9/26/01	9/25/02
	BRADFORD, ROY	208445	S B 26	1	11/4/99	12/29/99
MI 2	BRAGG, ERIC	250113	C A 4	2	2/15/00	12/16/02
	BRANCH, LEROY	257167	C B 40	2	8/30/01	7/22/02
MI 3	BRANNON, LAZARUS	227847	C B 46	1	3/15/02	12/20/02
MI 3	BRAXTON, H	254647	C A 0	0		11/22/99
	BRAZZLE, DARRELL	275042	A A 20	1	5/20/02	6/4/02
	BRELAND, TONY	261319	MX 0	2	1/6/00	7/7/00

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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.

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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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
283052	BARBER	DONALD		20020715	0.50	40.72	20.36
283052	BARBER	DONALD		20020729	0.50	45.98	22.99
283052	BARBER	DONALD		20020812	0.50	46.84	23.42
283052	BARBER	DONALD		20020826	0.50	74.72	37.36
283052	BARBER	DONALD		20020909	0.50	5.25	2.62
164001	BAREFIELD	JOHN		20000731	0.50	24.59	12.29
164001	BAREFIELD	JOHN		20000731	0.50	33.33	16.66
164001	BAREFIELD	JOHN		20000814	0.50	13.60	6.80
245185	BARKER	CHRIS	L.	20010409	0.50	62.27	31.13
245185	BARKER	CHRIS	L.	20010423	0.50	82.46	41.23
245185	BARKER	CHRIS	L.	20010507	0.50	73.98	36.99
245185	BARKER	CHRIS	L.	20010521	0.50	70.11	35.05
280608	BARNIE	RONALD		20020422	0.50	26.25	13.12
280608	BARNIE	RONALD		20020506	0.50	71.05	35.52
280608	BARNIE	RONALD		20020520	0.50	39.47	19.73
280608	BARNIE	RONALD		20020603	0.50	47.24	23.62
280608	BARNIE	RONALD		20020617	0.50	65.17	32.58
280608	BARNIE	RONALD		20020701	0.50	76.90	38.45
280608	BARNIE	RONALD		20020715	0.50	50.15	25.07
280608	BARNIE	RONALD		20020729	0.50	40.79	20.39
280608	BARNIE	RONALD		20020812	0.50	69.42	34.71
280608	BARNIE	RONALD		20020826	0.50	83.94	41.97
280608	BARNIE	RONALD		20020909	0.50	54.77	27.38
280608	BARNIE	RONALD		20020923	0.50	18.00	9.00
257687	BARR	CHRISTOPHE	G.	19990830	0.35	79.25	27.73
257687	BARR	CHRISTOPHE	G.	19990830	0.55	4.50	2.47
257687	BARR	CHRISTOPHE	G.	19990913	0.35	11.00	3.85
257687	BARR	CHRISTOPHE	G.	19990913	0.55	3.00	1.65
257687	BARR	CHRISTOPHE	G.	20000103	0.35	20.00	7.00
257687	BARR	CHRISTOPHE	G.	20000103	2.50	2.00	5.00
257687	BARR	CHRISTOPHE	G.	20000103	0.35	34.92	12.22
257687	BARR	CHRISTOPHE	G.	20000103	0.55	7.50	4.12
247638	BASKIN	TERRY	LEE	20020909	0.50	30.87	15.43
265682	BAYLOR	MICHAEL	C.	20010604	0.50	29.94	14.97
265682	BAYLOR	MICHAEL	C.	20010618	0.50	15.75	7.87
265682	BAYLOR	MICHAEL	C.	20010702	0.50	73.04	36.52
265682	BAYLOR	MICHAEL	C.	20010716	0.50	43.81	21.90
265682	BAYLOR	MICHAEL	C.	20010730	0.50	68.88	34.44
265682	BAYLOR	MICHAEL	C.	20010813	0.50	74.92	37.46
265682	BAYLOR	MICHAEL	C.	20010827	0.50	71.87	35.93
265682	BAYLOR	MICHAEL	C.	20010910	0.50	71.84	35.92
265682	BAYLOR	MICHAEL	C.	20010924	0.50	42.00	21.00
265682	BAYLOR	MICHAEL	C.	20011008	0.50	105.67	52.83
265682	BAYLOR	MICHAEL	C.	20011022	0.50	87.66	43.83
265682	BAYLOR	MICHAEL	C.	20011105	0.50	66.12	33.06
265682	BAYLOR	MICHAEL	C.	20011119	0.50	69.64	34.82
265682	BAYLOR	MICHAEL	C.	20011203	0.50	65.02	32.51
265682	BAYLOR	MICHAEL	C.	20011217	0.50	33.83	16.91
222388	BEASLEY	DARRYEL		20020506	0.50	60.77	30.38
222388	BEASLEY	DARRYEL		20020506	0.50	15.62	7.81
222388	BEASLEY	DARRYEL		20020520	0.50	59.70	29.85
222388	BEASLEY	DARRYEL		20020603	0.50	45.06	22.53
222388	BEASLEY	DARRYEL		20020617	0.50	49.33	24.66
222388	BEASLEY	DARRYEL		20020701	0.50	61.43	30.71

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PLAINTIFF'S EXHIBIT F

PENGAD-Bayonne, N. J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
222388	BEASLEY	DARRYEL		20020715	0.50	53.53	26.76
222388	BEASLEY	DARRYEL		20020729	0.50	72.83	36.41
222388	BEASLEY	DARRYEL		20020812	0.50	92.08	46.04
222388	BEASLEY	DARRYEL		20020826	0.50	85.44	42.72
222388	BEASLEY	DARRYEL		20020909	0.50	85.36	42.68
222388	BEASLEY	DARRYEL		20020923	0.50	98.00	49.00
222388	BEASLEY	DARRYEL		20021007	0.50	85.65	42.82
222388	BEASLEY	DARRYEL		20021021	0.50	117.08	58.54
222388	BEASLEY	DARRYEL		20021104	0.50	116.33	58.16
222388	BEASLEY	DARRYEL		20021118	0.50	118.50	59.25
222388	BEASLEY	DARRYEL		20021202	0.50	98.26	49.13
222388	BEASLEY	DARRYEL		20021216	0.50	103.11	51.55
222388	BEASLEY	DARRYEL		20021230	0.50	50.18	25.09
222388	BEASLEY	DARRYEL		20030113	0.50	67.13	33.56
222388	BEASLEY	DARRYEL		20030127	0.50	82.47	41.23
222388	BEASLEY	DARRYEL		20030210	0.50	92.58	46.29
222388	BEASLEY	DARRYEL		20030224	0.50	101.07	50.53
222388	BEASLEY	DARRYEL		20030310	0.50	93.87	46.93
222388	BEASLEY	DARRYEL		20030324	0.50	99.60	49.80
222388	BEASLEY	DARRYEL		20030407	0.50	52.55	26.27
222388	BEASLEY	DARRYEL		20031006	0.50	17.50	8.75
222388	BEASLEY	DARRYEL		20031020	0.50	17.50	8.75
222388	BEASLEY	DARRYEL		20031103	0.50	17.50	8.75
222388	BEASLEY	DARRYEL		20031117	0.50	17.50	8.75
222388	BEASLEY	DARRYEL		20031201	0.50	17.50	8.75
222388	BEASLEY	DARRYEL		20031215	0.50	72.30	36.15
222388	BEASLEY	DARRYEL		20031229	0.50	107.61	53.80
222388	BEASLEY	DARRYEL		20040112	0.50	74.24	37.12
222388	BEASLEY	DARRYEL		20040126	0.50	99.11	49.55
222388	BEASLEY	DARRYEL		20040209	0.50	119.48	59.74
222388	BEASLEY	DARRYEL		20040223	0.50	131.13	65.56
222388	BEASLEY	DARRYEL		20040308	0.50	119.03	59.51
222388	BEASLEY	DARRYEL		20040322	0.50	119.90	59.95
222388	BEASLEY	DARRYEL		20040405	0.50	97.33	48.66
222388	BEASLEY	DARRYEL		20040419	0.50	112.59	56.29
222388	BEASLEY	DARRYEL		20040503	0.50	121.09	60.54
222388	BEASLEY	DARRYEL		20040517	0.50	140.10	70.05
222388	BEASLEY	DARRYEL		20040531	0.50	113.41	56.70
260735	BECKMAN	DENNIS		20000131	0.50	67.50	33.75
260735	BECKMAN	DENNIS		20000214	0.50	74.32	37.16
260735	BECKMAN	DENNIS		20000228	0.50	59.82	29.91
260735	BECKMAN	DENNIS		20000228	0.35	16.00	5.60
260735	BECKMAN	DENNIS		20000313	0.60	75.00	45.00
260735	BECKMAN	DENNIS		20000313	0.35	20.00	7.00
260735	BECKMAN	DENNIS		20000327	0.60	67.50	40.50
260735	BECKMAN	DENNIS		20000327	0.35	20.00	7.00
260735	BECKMAN	DENNIS		20000410	0.60	75.00	45.00
260735	BECKMAN	DENNIS		20000410	0.35	20.00	7.00
260735	BECKMAN	DENNIS		20000424	0.45	60.55	27.24
260735	BECKMAN	DENNIS		20000424	0.35	16.00	5.60
260735	BECKMAN	DENNIS		20000508	0.60	73.85	44.31
260735	BECKMAN	DENNIS		20000508	0.35	20.00	7.00
260735	BECKMAN	DENNIS		20000522	0.60	67.50	40.50
260735	BECKMAN	DENNIS		20000522	0.80	15.00	12.00

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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"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 TAURUS BOWMAN, #252745

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 3146.88 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, 0776; C, 0081,0086; F, 0976-0977; 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.

5-239

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

PENGAD-Bayonne, N. J.

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
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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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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
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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).

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

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

5242

AMENDMENT TO GRIEVANCE OF LAZARUS BRANNON, #227847

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; 1420.67 hours in 2000 at $10.66 per hour; 1210.78 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2301.62 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.

Lazarus Brannon 2-9-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0776; C, 0081,0086; F, 0980-0981; 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.

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

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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

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	BARFIELD, JOHN	164001	A B 35	1	6/27/00	8/7/00
	BARKER, CHRIS	245185	E B 12	1	2/23/01	5/15/01
MI 3	BARNIE, RONALD	280608	C A 22	2	4/10/02	9/13/02
	BARR, CHRISTOPHER	257687	C 0	1	12/3/99	1/5/00
	BARRETT, BRANDON	254581	C 0	1	1/18/00	2/18/00
MI 2	BASKIN, TERRY	247638	E A 14	2	8/21/02	9/3/02
MI 3	BAYLOR, MICHAEL	265682	S B 31	1	5/23/01	10/2/02
MI 3	BEACH, JACOB R.	301270	E B 16	1	6/7/04	6/24/04
MI 2	BEASLEY, DARRYEL	222388	C B 18	1	4/5/02	5/19/03
MI 2	BEASLEY, DARRYEL	222388	C A 21	1	12/4/03	6/24/04
	BECKMAN, DENNIS	260735	M X 0	2	1/4/00	12/14/01
MI 3	BELL, L.	258056	C A 0	0		10/11/99
	BELLINGER, DAREN	258008	E B 17	2	5/31/00	8/23/00
	BELT, KEVIN	232614	C A 8	1	6/6/00	11/29/00
	BENNET, CHARLES	263729	S B 39	1	6/27/00	7/14/00
	BENNETT, CHARLES	177073	C A 19	1	10/25/01	2/25/02
MI 2	BENNETT, NORMAN	280779	C A 27	2	3/11/02	11/7/02
	BENNINGER, MICHAEL	264212	S A 42	2	6/19/02	8/22/02
	BERNTSEN, LEROY	101252	S A 1	1	9/3/00	6/21/02
MI 2	BEST, EDWARD	229627	C B 43	1	10/25/01	9/17/02
	BETHEA, ROOSEVELT	257442	E B 16	1	8/11/99	12/29/99
	BETHEL, CHARLIE	254366	S A 14	2	10/20/99	12/31/99
	BINNEY, JONATHON	274644	S B 21	1	5/23/01	6/29/01
MI 2	BISHOP, DAVID	285935	E B 16	1	9/26/02	10/3/02
	BLAKE, ISAAC	170831	C B 29	1	3/6/01	5/6/02
	BLAKE, JERAMI	228213	M X 0	2	1/4/00	12/18/01
	BLEWER, FRAMPTON	165348	E B 62	1	1/15/00	4/2/00
MI 3	BLOM, WILLIAM	279206	E A 32	0	3/16/04	3/24/04
MI 1B	BLOODWORTH, JAMIE	216949	C A 36	1	4/26/00	3/11/03
	BLURTON, GREGORY	247130	S B 17	1	10/19/00	5/14/01
MI 3	BOGAN, JAMES	288111	C B 19	1	6/26/03	6/24/04
	BOLT, RICHARD	261913	S A 57	2	9/10/01	4/15/02
MI 2	BOOTH, PERCY	156682	C A 28	2	9/12/01	1/13/03
MI 3	BOSTICK, ROGERS	196898	WA220	1	6/7/04	6/8/04
MI 3	BOWMAN, STEVEN	280642	C A 52	1	8/7/03	11/10/03
MI 1B	BOWMAN, TAURUS	252745	C B 56	1	9/27/01	6/26/03
	BOYD, MONTEZ	241604	A B 59	2	9/26/01	12/12/01
MI 2	BRACEY, DONNIE	255164	C B 50	1	9/26/01	9/25/02
	BRADFORD, ROY	208445	S B 26	1	11/4/99	12/29/99
MI 2	BRAGG, ERIC	250113	C A 4	2	2/15/00	12/16/02
	BRANCH, LEROY	257167	C B 40	2	8/30/01	7/22/02
MI 3	BRANNON, LAZARUS	227847	C B 46	1	3/15/02	12/20/02
MI 3	BRAXTON, H	254647	C A 0	0		11/22/99
	BRAZZLE, DARRELL	275042	A A 20	1	5/20/02	6/4/02
	BRELAND, TONY	261319	M X 0	2	1/6/00	7/7/00

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PLAINTIFF'S EXHIBIT A

A - 0776
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257167	BRANCH	LEROY	DORAL	20020311	0.50	99.36	49.68
257167	BRANCH	LEROY	DORAL	20020325	0.50	127.50	63.75
257167	BRANCH	LEROY	DORAL	20020408	0.50	114.75	57.37
257167	BRANCH	LEROY	DORAL	20020422	0.50	127.50	63.75
257167	BRANCH	LEROY	DORAL	20020506	0.50	127.50	63.75
257167	BRANCH	LEROY	DORAL	20020520	0.50	129.75	64.87
257167	BRANCH	LEROY	DORAL	20020603	0.50	112.20	56.10
257167	BRANCH	LEROY	DORAL	20020617	0.50	114.75	57.37
257167	BRANCH	LEROY	DORAL	20020701	0.50	127.50	63.75
257167	BRANCH	LEROY	DORAL	20020715	0.50	102.00	51.00
257167	BRANCH	LEROY	DORAL	20020729	0.50	43.08	21.54
227847	BRANNON	LAZARUS	M.	20000424	0.35	50.10	17.53
227847	BRANNON	LAZARUS	M.	20000508	0.35	62.82	21.98
227847	BRANNON	LAZARUS	M.	20000522	0.35	55.70	19.49
227847	BRANNON	LAZARUS	M.	20000522	0.25	7.50	1.87
227847	BRANNON	LAZARUS	M.	20000605	0.50	62.47	31.23
227847	BRANNON	LAZARUS	M.	20000619	0.50	75.00	37.50
227847	BRANNON	LAZARUS	M.	20000619	0.55	5.37	2.95
227847	BRANNON	LAZARUS	M.	20000703	0.50	60.00	30.00
227847	BRANNON	LAZARUS	M.	20000703	0.55	23.33	12.83
227847	BRANNON	LAZARUS	M.	20000703	0.35	7.50	2.62
227847	BRANNON	LAZARUS	M.	20000703	0.25	7.08	1.77
227847	BRANNON	LAZARUS	M.	20000717	0.50	89.42	44.71
227847	BRANNON	LAZARUS	M.	20000731	0.50	134.85	67.42
227847	BRANNON	LAZARUS	M.	20000814	0.50	60.53	30.26
227847	BRANNON	LAZARUS	M.	20000828	0.50	88.06	44.03
227847	BRANNON	LAZARUS	M.	20000911	0.50	39.77	19.88
227847	BRANNON	LAZARUS	M.	20000925	0.50	39.27	19.63
227847	BRANNON	LAZARUS	M.	20001009	0.50	71.70	35.85
227847	BRANNON	LAZARUS	M.	20001023	0.50	146.55	73.27
227847	BRANNON	LAZARUS	M.	20001106	0.50	103.58	51.79
227847	BRANNON	LAZARUS	M.	20001120	0.50	89.53	44.76
227847	BRANNON	LAZARUS	M.	20001204	0.50	76.31	38.15
227847	BRANNON	LAZARUS	M.	20001218	0.50	54.15	27.07
227847	BRANNON	LAZARUS	M.	20010101	0.50	10.08	5.04
227847	BRANNON	LAZARUS	M.	20010115	0.50	99.48	49.74
227847	BRANNON	LAZARUS	M.	20010129	0.50	82.22	41.11
227847	BRANNON	LAZARUS	M.	20010212	0.50	104.78	52.39
227847	BRANNON	LAZARUS	M.	20010226	0.50	84.85	42.42
227847	BRANNON	LAZARUS	M.	20010312	0.50	95.52	47.76
227847	BRANNON	LAZARUS	M.	20010326	0.50	103.43	51.71
227847	BRANNON	LAZARUS	M.	20010409	0.50	109.35	54.67
227847	BRANNON	LAZARUS	M.	20010423	0.50	118.80	59.40
227847	BRANNON	LAZARUS	M.	20010507	0.50	143.82	71.91
227847	BRANNON	LAZARUS	M.	20010521	0.50	95.63	47.81
227847	BRANNON	LAZARUS	M.	20010604	0.50	84.80	42.40
227847	BRANNON	LAZARUS	M.	20010618	0.50	46.04	23.02
227847	BRANNON	LAZARUS	M.	20010702	0.50	42.06	21.03
227847	BRANNON	LAZARUS	M.	20010716	0.50	54.96	27.48
227847	BRANNON	LAZARUS	M.	20010730	0.50	87.60	43.80
227847	BRANNON	LAZARUS	M.	20010813	0.50	57.24	28.62
227847	BRANNON	LAZARUS	M.	20010827	0.50	102.18	51.09
227847	BRANNON	LAZARUS	M.	20010910	0.50	68.80	34.40
227847	BRANNON	LAZARUS	M.	20010924	0.50	58.75	29.37

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
227847	BRANNON	LAZARUS	M.	20011008	0.50	121.47	60.73
227847	BRANNON	LAZARUS	M.	20011022	0.50	118.19	59.09
227847	BRANNON	LAZARUS	M.	20011105	0.50	64.06	32.03
227847	BRANNON	LAZARUS	M.	20011119	0.50	64.94	32.47
227847	BRANNON	LAZARUS	M.	20011203	0.50	82.36	41.18
227847	BRANNON	LAZARUS	M.	20011217	0.50	126.93	63.46
227847	BRANNON	LAZARUS	M.	20011231	0.50	55.64	27.82
227847	BRANNON	LAZARUS	M.	20020422	0.50	37.01	18.50
227847	BRANNON	LAZARUS	M.	20020506	0.50	29.73	14.86
227847	BRANNON	LAZARUS	M.	20020520	0.50	34.65	17.32
227847	BRANNON	LAZARUS	M.	20020603	0.50	61.40	30.70
227847	BRANNON	LAZARUS	M.	20020617	0.50	71.03	35.51
227847	BRANNON	LAZARUS	M.	20020701	0.50	75.80	37.90
227847	BRANNON	LAZARUS	M.	20020715	0.50	66.14	33.07
227847	BRANNON	LAZARUS	M.	20020729	0.50	81.62	40.81
227847	BRANNON	LAZARUS	M.	20020812	0.50	77.76	38.88
227847	BRANNON	LAZARUS	M.	20020826	0.50	69.50	34.75
227847	BRANNON	LAZARUS	M.	20020909	0.50	60.94	30.47
227847	BRANNON	LAZARUS	M.	20020923	0.50	61.24	30.62
227847	BRANNON	LAZARUS	M.	20021007	0.50	89.13	44.56
227847	BRANNON	LAZARUS	M.	20021021	0.50	90.11	45.05
227847	BRANNON	LAZARUS	M.	20021104	0.50	100.50	50.25
227847	BRANNON	LAZARUS	M.	20021118	0.50	75.48	37.74
227847	BRANNON	LAZARUS	M.	20021202	0.50	74.93	37.46
227847	BRANNON	LAZARUS	M.	20021216	0.50	64.03	32.01
227847	BRANNON	LAZARUS	M.	20021230	0.50	17.50	8.75
254647	BRAXTON	HERBERT	LEE	19991108	0.35	15.00	5.25
254647	BRAXTON	HERBERT	LEE	19991122	0.35	41.65	14.57
275042	BRAZZLE	DARRELL	DARNELL	20020603	0.50	29.37	14.68
275042	BRAZZLE	DARRELL	DARNELL	20020617	0.50	11.43	5.71
261319	BRELAND	TONY	M.	20000131	0.35	67.50	23.62
261319	BRELAND	TONY	M.	20000214	0.35	66.95	23.43
261319	BRELAND	TONY	M.	20000228	0.35	75.95	26.58
261319	BRELAND	TONY	M.	20000313	0.50	67.50	33.75
261319	BRELAND	TONY	M.	20000313	0.35	18.00	6.30
261319	BRELAND	TONY	M.	20000410	0.50	67.50	33.75
261319	BRELAND	TONY	M.	20000410	0.35	20.00	7.00
261319	BRELAND	TONY	M.	20000424	0.35	45.00	15.75
261319	BRELAND	TONY	M.	20000424	0.35	12.00	4.20
261319	BRELAND	TONY	M.	20000508	0.50	66.90	33.45
261319	BRELAND	TONY	M.	20000508	0.35	18.00	6.30
261319	BRELAND	TONY	M.	20000522	0.50	67.50	33.75
261319	BRELAND	TONY	M.	20000522	0.80	7.50	6.00
261319	BRELAND	TONY	M.	20000522	0.35	20.00	7.00
261319	BRELAND	TONY	M.	20000605	0.50	67.50	33.75
261319	BRELAND	TONY	M.	20000605	0.35	18.00	6.30
261319	BRELAND	TONY	M.	20000619	0.70	9.00	6.30
261319	BRELAND	TONY	M.	20000619	0.50	67.50	33.75
261319	BRELAND	TONY	M.	20000703	0.50	60.00	30.00
261319	BRELAND	TONY	M.	20000703	0.55	11.00	6.05
261319	BRELAND	TONY	M.	20000703	0.35	24.00	8.40
261319	BRELAND	TONY	M.	20000717	0.50	17.50	8.75
235444	BRENNAN	MICHAEL		20010326	0.50	7.61	3.80
235444	BRENNAN	MICHAEL		20010409	0.50	65.74	32.87

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

5-25-1

AMENDMENT TO GRIEVANCE OF RONALD BREWER, #285756

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 64.83 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.

Ron Brewer 2-13-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0777; C, 0081,0086; F, 0982; 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
	BRENNAN, MICHAEL	235444	C B 23	1	3/21/01	6/20/01
MI 3	BREWER, RON	285756	C A 17	1	6/27/03	7/18/03
	BREWER, TODD	251799	C A 36	1	8/11/99	6/6/02
	BRINSON, JOSEPH	130818	S A 34	1	9/11/00	2/27/01
MI 3	BROCK, B	239975	C A 0	0		12/20/99
MI 3	BROOKINS, GREGORY	295747	C B 27	1	3/22/04	4/14/04
MI 3	BROOKS, EDWARD	286980	C B 44	1	6/30/03	1/16/04
	BROWN, AARON	248841	C B 27	1	9/26/01	1/23/02
	BROWN, ANTHONY	279248	E A 33	1	11/21/01	1/11/02
	BROWN, ANTHONY D.	153895	C B 46	1	8/11/99	8/27/01
	BROWN, ANTHONY L.	138214	C A 39	1	8/17/01	7/5/02
MI 3	BROWN, BRANDON	286326	C B 24	1	12/16/03	12/23/03
	BROWN, CHARLES	250064	C 0	1	2/15/00	2/28/00
	BROWN, ERIK	199101	C A 31	1	5/18/01	8/2/01
MI 3	BROWN, FREDERICK	289602	C B 64	1	3/29/04	6/24/04
MI 2	BROWN, HENRY	286147	C B 22	1	10/10/02	10/24/02
	BROWN, HUBERT	161888	C A 3	1	8/23/01	3/11/02
MI 3	BROWN, J	256481	C A 0	0		12/20/99
	BROWN, JEREMY	272135	S B 27	2	8/1/01	9/10/01
	BROWN, JOHN	281130	C A 15	1	3/11/02	4/19/02
MI 3	BROWN, KEITH	295762	C B 24	1	3/24/04	6/24/04
ME 3	BROWN, KEVIN	215073	A A 19	1	9/30/02	12/5/02
	BROWN, LESLEY	280068	C A 22	1	12/19/01	6/18/02
	BROWN, TIMOTHY	262617	C B 60	1	1/4/00	8/31/00
MI 3	BROWN, TIMOTHY	238461	C A 5	1	3/29/00	6/24/04
MI 3	BROWN, VICTOR	259876	C A 32	1	9/10/01	10/31/02
	BROWN, WAYNE # 221677	269050	E A 29	1	10/16/00	11/16/01
MI 3	BRYANT, EDWARD	255998	C B 14	1	2/27/04	6/24/04
MI 3	BRYANT, GARY	258972	C B 41	2	3/11/02	8/16/02
	BRYANT, GARY	258972	C B 41	1	9/9/99	1/5/01
	BRYANT, MELVIN	266264	C A 10	1	6/29/00	12/20/01
ME 3	BRYANT, PETE	242370	C B 32	2	1/17/02	10/7/02
MI 3	BRYANT, PETE	242370	C A 26	1	12/22/03	6/24/04
	BRYANT, TOMMY	269010	C B 49	1	10/18/00	1/26/01
	BRYANT, TYRONE # 291719	248553	A B 17	2	6/15/00	6/27/00
	BUCHANAN, CHARLES	228070	C A 2	1	10/1/99	10/16/00
MI 3	BUCHANON, TERRELL	277262	C A 60	1	12/1/03	4/23/04
MI 3	BUDE, DOUGLAS	263537	C B 41	1	6/12/01	10/31/02
	BUFKIN, JIMMY	269021	C A 3	1	10/16/00	2/15/02
	BUFORD, JAMES	276035	C B 50	1	7/23/01	5/31/02
MI 3	BUIE, D	256609	C A 0	0		8/30/99
	BURKE, BRENDON	266661	E B 27	1	6/29/00	8/21/00
MI 3	BURKE, LARRY	281911	C A 40	1	10/1/02	6/24/04
	BURROUGH, CHARLES	231746	C A 31	1	9/4/01	1/22/02
MI 3	BUSH, CHRISTOPHER D.	300690	E B 21	1	6/9/04	6/24/04
MI 3	BUTLER, JERRY	184469	C B 10	1	10/24/01	1/13/03

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PLAINTIFF'S EXHIBIT A

A - 0777
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
235444	BRENNAN	MICHAEL		20010423	0.50	52.50	26.25
235444	BRENNAN	MICHAEL		20010507	0.50	52.50	26.25
235444	BRENNAN	MICHAEL		20010521	0.50	89.54	44.77
235444	BRENNAN	MICHAEL		20010604	0.50	64.00	32.00
235444	BRENNAN	MICHAEL		20010618	0.50	77.62	38.81
235444	BRENNAN	MICHAEL		20010702	0.50	19.15	9.57
285756	BREWER	RONALD		20030714	0.50	44.88	22.44
285756	BREWER	RONALD		20030728	0.50	19.95	9.97
251799	BREWER	TODD		19990830	0.35	78.50	27.47
251799	BREWER	TODD		19990830	0.55	2.00	1.10
251799	BREWER	TODD		19990913	0.35	71.25	24.93
251799	BREWER	TODD		19990913	0.55	9.75	5.36
251799	BREWER	TODD		20000228	0.50	67.50	33.75
251799	BREWER	TODD		20000228	1.05	15.00	15.75
251799	BREWER	TODD		20000313	0.65	75.00	48.75
251799	BREWER	TODD		20000313	0.55	9.65	5.30
251799	BREWER	TODD		20000313	0.75	6.50	4.87
251799	BREWER	TODD		20000327	0.65	75.00	48.75
251799	BREWER	TODD		20000327	0.75	3.36	2.52
251799	BREWER	TODD		20000327	1.00	10.00	10.00
251799	BREWER	TODD		20000410	0.65	75.00	48.75
251799	BREWER	TODD		20000424	0.65	75.00	48.75
251799	BREWER	TODD		20000424	0.75	21.94	16.45
251799	BREWER	TODD		20000424	0.25	7.00	1.75
251799	BREWER	TODD		20000508	0.65	75.00	48.75
251799	BREWER	TODD		20000508	1.00	7.78	7.78
251799	BREWER	TODD		20000522	0.65	67.50	43.87
251799	BREWER	TODD		20000522	0.75	12.42	9.31
251799	BREWER	TODD		20000522	0.25	7.50	1.87
251799	BREWER	TODD		20000605	0.75	61.98	46.48
251799	BREWER	TODD		20000703	0.75	60.00	45.00
251799	BREWER	TODD		20000703	0.75	6.15	4.61
251799	BREWER	TODD		20000717	0.50	68.68	34.34
251799	BREWER	TODD		20000731	0.50	124.55	62.27
251799	BREWER	TODD		20000814	0.50	125.25	62.62
251799	BREWER	TODD		20000828	0.50	133.35	66.67
251799	BREWER	TODD		20000911	0.50	89.73	44.86
251799	BREWER	TODD		20000925	0.50	121.10	60.55
251799	BREWER	TODD		20001009	0.50	118.75	59.37
251799	BREWER	TODD		20001023	0.50	152.53	76.26
251799	BREWER	TODD		20001106	0.50	147.90	73.95
251799	BREWER	TODD		20001120	0.50	109.88	54.94
251799	BREWER	TODD		20001204	0.50	52.26	26.13
251799	BREWER	TODD		20001218	0.50	165.74	82.87
251799	BREWER	TODD		20010101	0.50	58.73	29.36
251799	BREWER	TODD		20010115	0.50	129.05	64.52
251799	BREWER	TODD		20010129	0.50	104.67	52.33
251799	BREWER	TODD		20010212	0.50	115.57	57.78
251799	BREWER	TODD		20010226	0.50	128.58	64.29
251799	BREWER	TODD		20010312	0.50	129.16	64.58
251799	BREWER	TODD		20010326	0.50	137.57	68.78
251799	BREWER	TODD		20010409	0.50	145.38	72.69
251799	BREWER	TODD		20010423	0.50	127.81	63.90
251799	BREWER	TODD		20010507	0.50	136.36	68.18

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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.

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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

5-259

AMENDMENT TO GRIEVANCE OF KEITH V. BROWN, #295762

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 231.53 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.

Keith Brown (Grievant Signature) Feb 20, 2006 (Date)

* Attached are Exh. A, 0777; C, 0081,0086; F, 0986; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
153895	BROWN	ANTHONY		20010312	0.50	173.04	86.52
153895	BROWN	ANTHONY		20010326	0.50	167.42	83.71
153895	BROWN	ANTHONY		20010409	0.50	230.00	115.00
153895	BROWN	ANTHONY		20010423	0.50	131.14	65.57
153895	BROWN	ANTHONY		20010507	0.50	149.46	74.73
153895	BROWN	ANTHONY		20010521	0.50	194.57	97.28
153895	BROWN	ANTHONY		20010604	0.50	103.11	51.55
153895	BROWN	ANTHONY		20010618	0.50	120.79	60.39
153895	BROWN	ANTHONY		20010702	0.50	108.15	54.07
153895	BROWN	ANTHONY		20010716	0.50	91.68	45.84
153895	BROWN	ANTHONY		20010730	0.50	112.02	56.01
153895	BROWN	ANTHONY		20010813	0.05	121.90	6.09
153895	BROWN	ANTHONY		20010827	0.50	123.04	61.52
286326	BROWN	BRANDON	L.	20030714	0.50	42.14	21.07
286326	BROWN	BRANDON	L.	20030728	0.50	49.22	24.61
286326	BROWN	BRANDON	L.	20030811	0.50	3.51	1.75
286326	BROWN	BRANDON	L.	20030922	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031006	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031020	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031103	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031117	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031201	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031215	0.50	17.50	8.75
286326	BROWN	BRANDON	L.	20031229	0.50	26.51	13.25
250064	BROWN	CHARLES		20000228	0.50	8.92	4.46
250064	BROWN	CHARLES		20000228	1.05	7.50	7.87
199101	BROWN	ERIC		20010618	0.50	49.07	24.53
199101	BROWN	ERIC		20010702	0.50	34.72	17.36
199101	BROWN	ERIC		20010716	0.50	62.05	31.02
199101	BROWN	ERIC		20010730	0.50	72.30	36.15
199101	BROWN	ERIC		20010813	0.50	24.15	12.07
289602	BROWN	FREDRICK	LEE	20040405	0.50	15.91	7.95
289602	BROWN	FREDRICK	LEE	20040419	0.50	45.47	22.73
289602	BROWN	FREDRICK	LEE	20040503	0.50	47.10	23.55
289602	BROWN	FREDRICK	LEE	20040517	0.50	57.95	28.97
289602	BROWN	FREDRICK	LEE	20040531	0.50	57.10	28.55
286147	BROWN	HENRY		20021104	0.50	20.27	10.13
272135	BROWN	JEREMY		20010813	0.50	21.78	10.89
272135	BROWN	JEREMY		20010827	0.50	10.99	5.49
272135	BROWN	JEREMY		20010910	0.50	37.58	18.79
256481	BROWN	JERRY		19991108	0.35	7.50	2.62
256481	BROWN	JERRY		19991122	0.35	66.48	23.26
256481	BROWN	JERRY		19991206	0.35	54.34	19.01
256481	BROWN	JERRY		19991220	0.35	48.45	16.95
281130	BROWN	JOHN	PAUL	20020325	0.50	26.40	13.20
281130	BROWN	JOHN	PAUL	20020408	0.50	39.13	19.56
281130	BROWN	JOHN	PAUL	20020422	0.50	44.18	22.09
281130	BROWN	JOHN	PAUL	20020506	0.50	0.78	0.39
295762	BROWN	KEITH	VINCENT	20040405	0.50	23.28	11.64
295762	BROWN	KEITH	VINCENT	20040419	0.50	45.97	22.98
295762	BROWN	KEITH	VINCENT	20040503	0.50	49.86	24.93
295762	BROWN	KEITH	VINCENT	20040517	0.50	47.25	23.62
295762	BROWN	KEITH	VINCENT	20040531	0.50	65.17	32.58
215073	BROWN	KEVIN		20021021	0.50	50.07	25.03

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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.

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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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AMENDMENT TO GRIEVANCE OF EDWARD C. BRYANT, #255998

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 1441.95 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.

Edward C. Bryant 2-4-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0777; C, 0081,0086; F, 0991-0992; 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
	BRENNAN, MICHAEL	235444	C B 23	1	3/21/01	6/20/01
MI 3	BREWER, RON	285756	C A 17	1	6/27/03	7/18/03
	BREWER, TODD	251799	C A 36	1	8/11/99	6/6/02
	BRINSON, JOSEPH	130818	S A 34	1	9/11/00	2/27/01
MI 3	BROCK, B	239975	C A 0	0		12/20/99
MI 3	BROOKINS, GREGORY	295747	C B 27	1	3/22/04	4/14/04
MI 3	BROOKS, EDWARD	286980	C B 44	1	6/30/03	1/16/04
	BROWN, AARON	248841	C B 27	1	9/26/01	1/23/02
	BROWN, ANTHONY	279248	E A 33	1	11/21/01	1/11/02
	BROWN, ANTHONY D.	153895	C B 46	1	8/11/99	8/27/01
	BROWN, ANTHONY L.	138214	C A 39	1	8/17/01	7/5/02
MI 3	BROWN, BRANDON	286326	C B 24	1	12/16/03	12/23/03
	BROWN, CHARLES	250064	C 0	1	2/15/00	2/28/00
	BROWN, ERIK	199101	C A 31	1	5/18/01	8/2/01
MI 3	BROWN, FREDERICK	289602	C B 64	1	3/29/04	6/24/04
MI 2	BROWN, HENRY	286147	C B 22	1	10/10/02	10/24/02
	BROWN, HUBERT	161888	C A 3	1	8/23/01	3/11/02
MI 3	BROWN, J	256481	C A 0	0		12/20/99
	BROWN, JEREMY	272135	S B 27	2	8/1/01	9/10/01
	BROWN, JOHN	281130	C A 15	1	3/11/02	4/19/02
MI 3	BROWN, KEITH	295762	C B 24	1	3/24/04	6/24/04
ME 3	BROWN, KEVIN	215073	A A 19	1	9/30/02	12/5/02
	BROWN, LESLEY	280068	C A 22	1	12/19/01	6/18/02
	BROWN, TIMOTHY	262617	C B 60	1	1/4/00	8/31/00
MI 3	BROWN, TIMOTHY	238461	C A 5	1	3/29/00	6/24/04
MI 3	BROWN, VICTOR	259876	C A 32	1	9/10/01	10/31/02
	BROWN, WAYNE #216077	269050	E A 29	1	10/16/00	11/16/01
MI 3	BRYANT, EDWARD	255998	C B 14	1	2/27/04	6/24/04
MI 3	BRYANT, GARY	258972	C B 41	2	3/11/02	8/16/02
	BRYANT, GARY	258972	C B 41	1	9/9/99	1/5/01
	BRYANT, MELVIN	266264	C A 10	1	6/29/00	12/20/01
ME 3	BRYANT, PETE	242370	C B 32	2	1/17/02	10/7/02
MI 3	BRYANT, PETE	242370	C A 26	1	12/22/03	6/24/04
	BRYANT, TOMMY	269010	C B 49	1	10/18/00	1/26/01
	BRYANT, TYRONE #239619	248553	A B 17	2	6/15/00	6/27/00
	BUCHANAN, CHARLES	228070	C A 2	1	10/1/99	10/16/00
MI 3	BUCHANON, TERRELL	277262	C A 60	1	12/1/03	4/23/04
MI 3	BUDE, DOUGLAS	263537	C B 41	1	6/12/01	10/31/02
	BUFKIN, JIMMY	269021	C A 3	1	10/16/00	2/15/02
	BUFORD, JAMES	276035	C B 50	1	7/23/01	5/31/02
MI 3	BUIE, D	256609	C A 0	0		8/30/99
	BURKE, BRENDON	266661	E B 27	1	6/29/00	8/21/00
MI 3	BURKE, LARRY	281911	C A 40	1	10/1/02	6/24/04
	BURROUGH, CHARLES	231746	C A 31	1	9/4/01	1/22/02
MI 3	BUSH, CHRISTOPHER D.	300690	E B 21	1	6/9/04	6/24/04
MI 3	BUTLER, JERRY	184469	C B 10	1	10/24/01	1/13/03

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PSHSUD-Bayonne, N.J.

PLAINTIFF'S EXHIBIT A

A - 0777
June 2004

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

PENCAD-Bayonne, N. J.

000026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
269050	BROWN	WAYNE	LAMAR	20001106	0.50	45.36	22.68
269050	BROWN	WAYNE	LAMAR	20001120	0.50	45.55	22.77
269050	BROWN	WAYNE	LAMAR	20001204	0.50	31.22	15.61
269050	BROWN	WAYNE	LAMAR	20001218	0.50	48.43	24.21
269050	BROWN	WAYNE	LAMAR	20010101	0.50	10.50	5.25
269050	BROWN	WAYNE	LAMAR	20010115	0.50	56.43	28.21
269050	BROWN	WAYNE	LAMAR	20010129	0.50	61.63	30.81
269050	BROWN	WAYNE	LAMAR	20010212	0.50	63.20	31.60
269050	BROWN	WAYNE	LAMAR	20010226	0.50	24.83	12.41
269050	BROWN	WAYNE	LAMAR	20010312	0.50	44.45	22.22
269050	BROWN	WAYNE	LAMAR	20010326	0.50	37.57	18.78
269050	BROWN	WAYNE	LAMAR	20010409	0.50	65.12	32.56
269050	BROWN	WAYNE	LAMAR	20010423	0.50	70.30	35.15
269050	BROWN	WAYNE	LAMAR	20010521	0.50	53.13	26.56
269050	BROWN	WAYNE	LAMAR	20010604	0.50	52.65	26.32
269050	BROWN	WAYNE	LAMAR	20010618	0.50	56.20	28.10
269050	BROWN	WAYNE	LAMAR	20010702	0.50	61.45	30.72
269050	BROWN	WAYNE	LAMAR	20010716	0.50	81.02	40.51
269050	BROWN	WAYNE	LAMAR	20010730	0.50	52.43	26.21
269050	BROWN	WAYNE	LAMAR	20010813	0.50	30.58	15.29
269050	BROWN	WAYNE	LAMAR	20010827	0.50	16.93	8.46
269050	BROWN	WAYNE	LAMAR	20011008	0.50	44.77	22.38
269050	BROWN	WAYNE	LAMAR	20011022	0.50	35.88	17.94
269050	BROWN	WAYNE	LAMAR	20011105	0.50	52.07	26.03
269050	BROWN	WAYNE	LAMAR	20011119	0.50	37.46	18.73
161888	BROWN, JR.	HUBERT	FLOYD	20010924	0.50	26.61	13.30
161888	BROWN, JR.	HUBERT	FLOYD	20011008	0.50	52.07	26.03
161888	BROWN, JR.	HUBERT	FLOYD	20011022	0.50	83.20	41.60
161888	BROWN, JR.	HUBERT	FLOYD	20011105	0.50	91.79	45.89
161888	BROWN, JR.	HUBERT	FLOYD	20011119	0.50	133.31	66.65
161888	BROWN, JR.	HUBERT	FLOYD	20011203	0.50	59.60	29.80
161888	BROWN, JR.	HUBERT	FLOYD	20011217	0.50	92.52	46.26
161888	BROWN, JR.	HUBERT	FLOYD	20011231	0.50	41.14	20.57
161888	BROWN, JR.	HUBERT	FLOYD	20020114	0.50	56.92	28.46
161888	BROWN, JR.	HUBERT	FLOYD	20020128	0.50	75.22	37.61
161888	BROWN, JR.	HUBERT	FLOYD	20020211	0.50	83.51	41.75
161888	BROWN, JR.	HUBERT	FLOYD	20020225	0.50	98.58	49.29
161888	BROWN, JR.	HUBERT	FLOYD	20020311	0.50	135.75	67.87
161888	BROWN, JR.	HUBERT	FLOYD	20020325	0.50	11.70	5.85
255998	BRYANT	EDWARD	CALVIN	20020923	0.50	52.47	26.23
255998	BRYANT	EDWARD	CALVIN	20020923	0.50	46.18	23.09
255998	BRYANT	EDWARD	CALVIN	20021007	0.50	75.00	37.50
255998	BRYANT	EDWARD	CALVIN	20021021	0.50	75.00	37.50
255998	BRYANT	EDWARD	CALVIN	20021104	0.50	72.57	36.28
255998	BRYANT	EDWARD	CALVIN	20021118	0.50	92.31	46.15
255998	BRYANT	EDWARD	CALVIN	20021202	0.50	77.26	38.63
255998	BRYANT	EDWARD	CALVIN	20021216	0.50	90.44	45.22
255998	BRYANT	EDWARD	CALVIN	20021230	0.50	45.00	22.50
255998	BRYANT	EDWARD	CALVIN	20030113	0.50	59.90	29.95
255998	BRYANT	EDWARD	CALVIN	20030127	0.50	74.00	37.00
255998	BRYANT	EDWARD	CALVIN	20030210	0.50	93.72	46.86
255998	BRYANT	EDWARD	CALVIN	20030224	0.50	48.77	24.38
255998	BRYANT	EDWARD	CALVIN	20031229	0.50	17.50	8.75
255998	BRYANT	EDWARD	CALVIN	20040112	0.50	17.50	8.75

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PLAINTIFF'S EXHIBIT F

KAD-Bayonne, N. J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
255998	BRYANT	EDWARD	CALVIN	20040126	0.50	17.50	8.75
255998	BRYANT	EDWARD	CALVIN	20040308	0.50	45.72	22.86
255998	BRYANT	EDWARD	CALVIN	20040322	0.50	88.90	44.45
255998	BRYANT	EDWARD	CALVIN	20040405	0.50	51.95	25.97
255998	BRYANT	EDWARD	CALVIN	20040419	0.50	48.70	24.35
255998	BRYANT	EDWARD	CALVIN	20040503	0.50	78.00	39.00
255998	BRYANT	EDWARD	CALVIN	20040517	0.50	89.15	44.57
255998	BRYANT	EDWARD	CALVIN	20040531	0.50	84.41	42.20
258972	BRYANT	GARY		19990927	0.35	53.50	18.72
258972	BRYANT	GARY		19990927	0.55	11.75	6.46
258972	BRYANT	GARY		19991011	0.50	56.50	28.25
258972	BRYANT	GARY		19991011	0.55	4.25	2.33
258972	BRYANT	GARY		19991025	0.50	62.00	31.00
258972	BRYANT	GARY		19991108	0.50	67.75	33.87
258972	BRYANT	GARY		19991122	0.50	66.20	33.10
258972	BRYANT	GARY		19991206	0.50	51.15	25.57
258972	BRYANT	GARY		19991220	0.50	73.60	36.80
258972	BRYANT	GARY		19991220	2.50	2.00	5.00
258972	BRYANT	GARY		20000103	0.50	37.50	18.75
258972	BRYANT	GARY		20000103	0.55	5.67	3.11
258972	BRYANT	GARY		20000117	0.50	75.00	37.50
258972	BRYANT	GARY		20000117	0.55	7.50	4.12
258972	BRYANT	GARY		20000117	0.50	15.00	7.50
258972	BRYANT	GARY		20000117	0.55	3.00	1.65
258972	BRYANT	GARY		20000131	0.50	59.93	29.96
258972	BRYANT	GARY		20000131	0.55	7.50	4.12
258972	BRYANT	GARY		20000214	0.50	70.26	35.13
258972	BRYANT	GARY		20000214	0.80	6.50	5.20
258972	BRYANT	GARY		20000214	0.55	7.50	4.12
258972	BRYANT	GARY		20000214	0.55	5.50	3.02
258972	BRYANT	GARY		20000228	0.50	65.23	32.61
258972	BRYANT	GARY		20000228	1.05	15.00	15.75
258972	BRYANT	GARY		20000313	0.50	72.57	36.28
258972	BRYANT	GARY		20000327	0.50	75.00	37.50
258972	BRYANT	GARY		20000410	0.50	74.95	37.47
258972	BRYANT	GARY		20000410	0.55	1.92	1.05
258972	BRYANT	GARY		20000410	0.80	7.50	6.00
258972	BRYANT	GARY		20000424	0.65	75.00	48.75
258972	BRYANT	GARY		20000424	0.55	8.97	4.93
258972	BRYANT	GARY		20000424	0.25	7.00	1.75
258972	BRYANT	GARY		20000508	0.65	75.00	48.75
258972	BRYANT	GARY		20000508	0.75	11.70	8.77
258972	BRYANT	GARY		20000508	0.25	7.10	1.77
258972	BRYANT	GARY		20000522	0.65	67.50	43.87
258972	BRYANT	GARY		20000522	0.75	1.73	1.29
258972	BRYANT	GARY		20000522	0.25	7.50	1.87
258972	BRYANT	GARY		20000605	0.65	67.40	43.81
258972	BRYANT	GARY		20000619	0.65	70.73	45.97
258972	BRYANT	GARY		20000619	1.00	4.00	4.00
258972	BRYANT	GARY		20000703	0.65	60.00	39.00
258972	BRYANT	GARY		20000703	0.75	9.93	7.44
258972	BRYANT	GARY		20000703	0.35	4.60	1.61
258972	BRYANT	GARY		20000703	0.25	7.50	1.87
258972	BRYANT	GARY		20000717	0.50	52.30	26.15

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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.

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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

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AMENDMENT TO GRIEVANCE OF PETE BRYANT, #242370

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; 661.07 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2375.57 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.

P.B.B. Bryant — (Grievant Signature)

2/06/06 — (Date)

* Attached are Exh. A, 0777; C, 0081,0086; F, 0994-0995; 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
	BRENNAN, MICHAEL	235444	C B 23	1	3/21/01	6/20/01
MI 3	BREWER, RON	285756	C A 17	1	6/27/03	7/18/03
	BREWER, TODD	251799	C A 36	1	8/11/99	6/6/02
	BRINSON, JOSEPH	130818	S A 34	1	9/11/00	2/27/01
MI 3	BROCK, B	239975	C A 0	0		12/20/99
MI 3	BROOKINS, GREGORY	295747	C B 27	1	3/22/04	4/14/04
MI 3	BROOKS, EDWARD	286980	C B 44	1	6/30/03	1/16/04
	BROWN, AARON	248841	C B 27	1	9/26/01	1/23/02
	BROWN, ANTHONY	279248	E A 33	1	11/21/01	1/11/02
	BROWN, ANTHONY D.	153895	C B 46	1	8/11/99	8/27/01
	BROWN, ANTHONY L.	138214	C A 39	1	8/17/01	7/5/02
MI 3	BROWN, BRANDON	286326	C B 24	1	12/16/03	12/23/03
	BROWN, CHARLES	250064	C 0	1	2/15/00	2/28/00
	BROWN, ERIK	199101	C A 31	1	5/18/01	8/2/01
MI 3	BROWN, FREDERICK	289602	C B 64	1	3/29/04	6/24/04
MI 2	BROWN, HENRY	286147	C B 22	1	10/10/02	10/24/02
	BROWN, HUBERT	161888	C A 3	1	8/23/01	3/11/02
MI 3	BROWN, J.	256481	C A 0	0		12/20/99
	BROWN, JEREMY	272135	S B 27	2	8/1/01	9/10/01
	BROWN, JOHN	281130	C A 15	1	3/11/02	4/19/02
MI 3	BROWN, KEITH	295762	C B 24	1	3/24/04	6/24/04
ME 3	BROWN, KEVIN	215073	A A 19	1	9/30/02	12/5/02
	BROWN, LESLEY	280068	C A 22	1	12/19/01	6/18/02
	BROWN, TIMOTHY	262617	C B 60	1	1/4/00	8/31/00
MI 3	BROWN, TIMOTHY	238461	C A 5	1	3/29/00	6/24/04
MI 3	BROWN, VICTOR	259876	C A 32	1	9/10/01	10/31/02
	BROWN, WAYNE # 2P16777	269050	E A 29	1	10/16/00	11/16/01
MI 3	BRYANT, EDWARD	255998	C B 14	1	2/27/04	6/24/04
MI 3	BRYANT, GARY	258972	C B 41	2	3/11/02	8/16/02
	BRYANT, GARY	258972	C B 41	1	9/9/99	1/5/01
	BRYANT, MELVIN	266264	C A 10	1	6/29/00	12/20/01
ME 3	BRYANT, PETE	242370	C B 32	2	1/17/02	10/7/02
MI 3	BRYANT, PETE	242370	C A 26	1	12/22/03	6/24/04
	BRYANT, TOMMY	269010	C B 49	1	10/18/00	1/26/01
	BRYANT, TYRONE # 2P19619	248553	A B 17	2	6/15/00	6/27/00
	BUCHANAN, CHARLES	228070	C A 2	1	10/1/99	10/16/00
MI 3	BUCHANON, TERRELL	277262	C A 60	1	12/1/03	4/23/04
MI 3	BUDE, DOUGLAS	263537	C B 41	1	6/12/01	10/31/02
	BUFKIN, JIMMY	269021	C A 3	1	10/16/00	2/15/02
	BUFORD, JAMES	276035	C B 50	1	7/23/01	5/31/02
MI 3	BUIE, D	256609	C A 0	0		8/30/99
	BURKE, BRENDON	266661	E B 27	1	6/29/00	8/21/00
MI 3	BURKE, LARRY	281911	C A 40	1	10/1/02	6/24/04
	BURROUGH, CHARLES	231746	C A 31	1	9/4/01	1/22/02
MI 3	BUSH, CHRISTOPHER D.	300690	E B 21	1	6/9/04	6/24/04
MI 3	BUTLER, JERRY	184469	C B 10	1	10/24/01	1/13/03

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PLAINTIFF'S EXHIBIT A

A - 0777
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
266264	BRYANT	MELVIN	KEITH	20001204	0.50	53.06	26.53
266264	BRYANT	MELVIN	KEITH	20001218	0.50	50.27	25.13
266264	BRYANT	MELVIN	KEITH	20010101	0.50	31.58	15.79
266264	BRYANT	MELVIN	KEITH	20010115	0.50	44.13	22.06
266264	BRYANT	MELVIN	KEITH	20010129	0.50	43.17	21.58
266264	BRYANT	MELVIN	KEITH	20010212	0.50	66.46	33.23
266264	BRYANT	MELVIN	KEITH	20010226	0.50	58.97	29.48
266264	BRYANT	MELVIN	KEITH	20010312	0.50	105.38	52.69
266264	BRYANT	MELVIN	KEITH	20010326	0.50	95.00	47.50
266264	BRYANT	MELVIN	KEITH	20010409	0.50	95.94	47.97
266264	BRYANT	MELVIN	KEITH	20010423	0.50	92.01	46.00
266264	BRYANT	MELVIN	KEITH	20010507	0.50	89.50	44.75
266264	BRYANT	MELVIN	KEITH	20010521	0.50	45.21	22.60
266264	BRYANT	MELVIN	KEITH	20010604	0.50	85.73	42.86
266264	BRYANT	MELVIN	KEITH	20010618	0.50	41.57	20.78
266264	BRYANT	MELVIN	KEITH	20010702	0.50	88.56	44.28
266264	BRYANT	MELVIN	KEITH	20010716	0.50	99.70	49.85
266264	BRYANT	MELVIN	KEITH	20010730	0.50	99.93	49.96
266264	BRYANT	MELVIN	KEITH	20010813	0.50	111.75	55.87
266264	BRYANT	MELVIN	KEITH	20010827	0.50	63.76	31.88
266264	BRYANT	MELVIN	KEITH	20010910	0.50	108.31	54.15
266264	BRYANT	MELVIN	KEITH	20010924	0.50	64.62	32.31
266264	BRYANT	MELVIN	KEITH	20011008	0.50	73.68	36.84
266264	BRYANT	MELVIN	KEITH	20011022	0.50	120.36	60.18
266264	BRYANT	MELVIN	KEITH	20011105	0.50	115.72	57.86
266264	BRYANT	MELVIN	KEITH	20011119	0.50	114.29	57.14
266264	BRYANT	MELVIN	KEITH	20011203	0.50	93.84	46.92
266264	BRYANT	MELVIN	KEITH	20011217	0.50	133.34	66.67
266264	BRYANT	MELVIN	KEITH	20011231	0.50	62.19	31.09
242370	BRYANT	PETE	SHALAMAR	20000703	0.35	41.22	14.42
242370	BRYANT	PETE	SHALAMAR	20000717	0.50	34.39	17.19
242370	BRYANT	PETE	SHALAMAR	20000731	0.50	99.88	49.94
242370	BRYANT	PETE	SHALAMAR	20000814	0.50	73.94	36.97
242370	BRYANT	PETE	SHALAMAR	20000828	0.50	45.86	22.93
242370	BRYANT	PETE	SHALAMAR	20000911	0.50	33.86	16.93
242370	BRYANT	PETE	SHALAMAR	20000925	0.50	32.03	16.01
242370	BRYANT	PETE	SHALAMAR	20001009	0.50	70.22	35.11
242370	BRYANT	PETE	SHALAMAR	20001023	0.50	91.75	45.87
242370	BRYANT	PETE	SHALAMAR	20001106	0.50	18.11	9.05
242370	BRYANT	PETE	SHALAMAR	20001120	0.50	61.55	30.77
242370	BRYANT	PETE	SHALAMAR	20001204	0.50	32.14	16.07
242370	BRYANT	PETE	SHALAMAR	20001218	0.50	26.12	13.06
242370	BRYANT	PETE	SHALAMAR	20020128	0.50	24.52	12.26
242370	BRYANT	PETE	SHALAMAR	20020211	0.50	48.18	24.09
242370	BRYANT	PETE	SHALAMAR	20020225	0.50	39.01	19.50
242370	BRYANT	PETE	SHALAMAR	20020311	0.50	40.36	20.18
242370	BRYANT	PETE	SHALAMAR	20020325	0.50	31.48	15.74
242370	BRYANT	PETE	SHALAMAR	20020408	0.50	62.15	31.07
242370	BRYANT	PETE	SHALAMAR	20020422	0.50	66.60	33.30
242370	BRYANT	PETE	SHALAMAR	20020506	0.50	101.47	50.73
242370	BRYANT	PETE	SHALAMAR	20020520	0.50	38.83	19.41
242370	BRYANT	PETE	SHALAMAR	20020603	0.50	32.62	16.31
242370	BRYANT	PETE	SHALAMAR	20020617	0.50	85.38	42.69
242370	BRYANT	PETE	SHALAMAR	20020701	0.50	84.52	42.26

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
242370	BRYANT	PETE	SHALAMAR	20020715	0.50	60.52	30.26
242370	BRYANT	PETE	SHALAMAR	20020729	0.50	79.78	39.89
242370	BRYANT	PETE	SHALAMAR	20020812	0.50	96.51	48.25
242370	BRYANT	PETE	SHALAMAR	20020826	0.50	94.08	47.04
242370	BRYANT	PETE	SHALAMAR	20020909	0.50	92.20	46.10
242370	BRYANT	PETE	SHALAMAR	20020923	0.50	126.72	63.36
242370	BRYANT	PETE	SHALAMAR	20021007	0.50	98.07	49.03
242370	BRYANT	PETE	SHALAMAR	20031117	0.50	17.50	8.75
242370	BRYANT	PETE	SHALAMAR	20031201	0.50	17.50	8.75
242370	BRYANT	PETE	SHALAMAR	20031215	0.50	17.50	8.75
242370	BRYANT	PETE	SHALAMAR	20031229	0.50	17.50	8.75
242370	BRYANT	PETE	SHALAMAR	20040112	0.50	63.93	31.96
242370	BRYANT	PETE	SHALAMAR	20040126	0.50	87.41	43.70
242370	BRYANT	PETE	SHALAMAR	20040209	0.50	86.88	43.44
242370	BRYANT	PETE	SHALAMAR	20040223	0.50	119.59	59.79
242370	BRYANT	PETE	SHALAMAR	20040308	0.50	101.70	50.85
242370	BRYANT	PETE	SHALAMAR	20040322	0.50	92.75	46.37
242370	BRYANT	PETE	SHALAMAR	20040405	0.50	80.89	40.44
242370	BRYANT	PETE	SHALAMAR	20040419	0.50	92.77	46.38
242370	BRYANT	PETE	SHALAMAR	20040503	0.50	110.16	55.08
242370	BRYANT	PETE	SHALAMAR	20040517	0.50	89.56	44.78
242370	BRYANT	PETE	SHALAMAR	20040531	0.50	76.93	38.46
269010	BRYANT	TOMMY		20001023	0.50	9.03	4.51
269010	BRYANT	TOMMY		20001106	0.50	47.41	23.70
269010	BRYANT	TOMMY		20001120	0.50	43.71	21.85
269010	BRYANT	TOMMY		20001204	0.50	38.23	19.11
269010	BRYANT	TOMMY		20001218	0.50	45.19	22.59
269010	BRYANT	TOMMY		20010101	0.50	30.40	15.20
269010	BRYANT	TOMMY		20010115	0.50	33.41	16.70
269010	BRYANT	TOMMY		20010129	0.50	31.42	15.71
228070	BUCHANAN	CHARLES		19991011	0.35	45.50	15.92
228070	BUCHANAN	CHARLES		19991011	0.55	1.50	0.82
228070	BUCHANAN	CHARLES		19991025	0.15	45.50	6.82
228070	BUCHANAN	CHARLES		19991025	0.35	56.00	19.60
228070	BUCHANAN	CHARLES		19991108	0.35	71.00	24.85
228070	BUCHANAN	CHARLES		19991108	0.55	23.50	12.92
228070	BUCHANAN	CHARLES		19991122	0.35	56.75	19.86
228070	BUCHANAN	CHARLES		19991206	0.50	55.73	27.86
228070	BUCHANAN	CHARLES		19991220	0.50	69.37	34.68
228070	BUCHANAN	CHARLES		19991220	0.55	2.57	1.41
228070	BUCHANAN	CHARLES		19991220	2.50	2.00	5.00
228070	BUCHANAN	CHARLES		20000103	0.50	35.33	17.66
228070	BUCHANAN	CHARLES		20000103	0.55	4.18	2.29
228070	BUCHANAN	CHARLES		20000117	0.50	75.00	37.50
228070	BUCHANAN	CHARLES		20000117	0.55	10.68	5.87
228070	BUCHANAN	CHARLES		20000131	0.55	64.93	35.71
228070	BUCHANAN	CHARLES		20000214	0.50	75.00	37.50
228070	BUCHANAN	CHARLES		20000214	0.55	5.50	3.02
228070	BUCHANAN	CHARLES		20000228	0.50	67.50	33.75
228070	BUCHANAN	CHARLES		20000228	1.05	15.00	15.75
228070	BUCHANAN	CHARLES		20000313	0.50	74.45	37.22
228070	BUCHANAN	CHARLES		20000327	0.50	75.00	37.50
228070	BUCHANAN	CHARLES		20000327	0.50	75.00	37.50
228070	BUCHANAN	CHARLES		20000410	0.60	74.73	44.83

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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.

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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

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AMENDMENT TO GRIEVANCE OF TERRELL BUCHANON, #277262

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 2286.61 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.

(Grievant Signature) (Date)

* Attached are Exh. A, 0777; C, 0081,0086; F, 0996-0997; 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
	BRENNAN, MICHAEL	235444	C B 23	1	3/21/01	6/20/01
MI 3	BREWER, RON	285756	C A 17	1	6/27/03	7/18/03
	BREWER, TODD	251799	C A 36	1	8/11/99	6/6/02
	BRINSON, JOSEPH	130818	S A 34	1	9/11/00	2/27/01
MI 3	BROCK, B	239975	C A 0	0		12/20/99
MI 3	BROOKINS, GREGORY	295747	C B 27	1	3/22/04	4/14/04
MI 3	BROOKS, EDWARD	286980	C B 44	1	6/30/03	1/16/04
	BROWN, AARON	248841	C B 27	1	9/26/01	1/23/02
	BROWN, ANTHONY	279248	E A 33	1	11/21/01	1/11/02
	BROWN, ANTHONY D.	153895	C B 46	1	8/11/99	8/27/01
	BROWN, ANTHONY L.	138214	C A 39	1	8/17/01	7/5/02
MI 3	BROWN, BRANDON	286326	C B 24	1	12/16/03	12/23/03
	BROWN, CHARLES	250064	C 0	1	2/15/00	2/28/00
	BROWN, ERIK	199101	C A 31	1	5/18/01	8/2/01
MI 3	BROWN, FREDERICK	289602	C B 64	1	3/29/04	6/24/04
MI 2	BROWN, HENRY	286147	C B 22	1	10/10/02	10/24/02
	BROWN, HUBERT	161888	C A 3	1	8/23/01	3/11/02
MI 3	BROWN, J.	256481	C A 0	0		12/20/99
	BROWN, JEREMY	272135	S B 27	2	8/1/01	9/10/01
	BROWN, JOHN	281130	C A 15	1	3/11/02	4/19/02
MI 3	BROWN, KEITH	295762	C B 24	1	3/24/04	6/24/04
ME 3	BROWN, KEVIN	215073	A A 19	1	9/30/02	12/5/02
	BROWN, LESLEY	280068	C A 22	1	12/19/01	6/18/02
	BROWN, TIMOTHY	262617	C B 60	1	1/4/00	8/31/00
MI 3	BROWN, TIMOTHY	238461	C A 5	1	3/29/00	6/24/04
MI 3	BROWN, VICTOR	259876	C A 32	1	9/10/01	10/31/02
	BROWN, WAYNE # 281677	269050	E A 29	1	10/16/00	11/16/01
MI 3	BRYANT, EDWARD	255998	C B 14	1	2/27/04	6/24/04
MI 3	BRYANT, GARY	258972	C B 41	2	3/11/02	8/16/02
	BRYANT, GARY	258972	C B 41	1	9/9/99	1/5/01
	BRYANT, MELVIN	266264	C A 10	1	6/29/00	12/20/01
ME 3	BRYANT, PETE	242370	C B 32	2	1/17/02	10/7/02
MI 3	BRYANT, PETE	242370	C A 26	1	12/22/03	6/24/04
	BRYANT, TOMMY	269010	C B 49	1	10/18/00	1/26/01
	BRYANT, TYRONE # 270719	248553	A B 17	2	6/15/00	6/27/00
	BUCHANAN, CHARLES	228070	C A 2	1	10/1/99	10/16/00
MI 3	BUCHANON, TERRELL	277262	C A 60	1	12/1/03	4/23/04
MI 3	BUDE, DOUGLAS	263537	C B 41	1	6/12/01	10/31/02
	BUFKIN, JIMMY	269021	C A 3	1	10/16/00	2/15/02
	BUFORD, JAMES	276035	C B 50	1	7/23/01	5/31/02
MI 3	BUIE, D	256609	C A 0	0		8/30/99
	BURKE, BRENDON	266661	E B 27	1	6/29/00	8/21/00
MI 3	BURKE, LARRY	281911	C A 40	1	10/1/02	6/24/04
	BURROUGH, CHARLES	231746	C A 31	1	9/4/01	1/22/02
MI 3	BUSH, CHRISTOPHER D.	300690	E B 21	1	6/9/04	6/24/04
MI 3	BUTLER, JERRY	184469	C B 10	1	10/24/01	1/13/03

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PLAINTIFF'S EXHIBIT A

A - 0777
June 2004

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

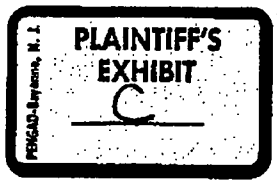
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or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

ARTICLE 4 General Terms and Conditions:

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

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

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
228070	BUCHANAN	CHARLES		20000424	0.50	73.13	36.56
228070	BUCHANAN	CHARLES		20000424	0.25	5.92	1.48
228070	BUCHANAN	CHARLES		20000508	0.50	75.00	37.50
228070	BUCHANAN	CHARLES		20000508	0.55	24.90	13.69
228070	BUCHANAN	CHARLES		20000508	0.25	14.35	3.58
228070	BUCHANAN	CHARLES		20000522	0.65	67.50	43.87
228070	BUCHANAN	CHARLES		20000522	0.75	7.50	5.62
228070	BUCHANAN	CHARLES		20000522	0.25	7.50	1.87
228070	BUCHANAN	CHARLES		20000605	0.65	67.50	43.87
228070	BUCHANAN	CHARLES		20000619	0.65	58.03	37.71
228070	BUCHANAN	CHARLES		20000619	0.25	4.00	1.00
228070	BUCHANAN	CHARLES		20000703	0.65	60.00	39.00
228070	BUCHANAN	CHARLES		20000703	0.75	10.32	7.74
228070	BUCHANAN	CHARLES		20000703	0.35	4.68	1.63
228070	BUCHANAN	CHARLES		20000717	0.50	87.17	43.58
228070	BUCHANAN	CHARLES		20000731	0.50	43.72	21.86
228070	BUCHANAN	CHARLES		20000814	0.50	77.94	38.97
228070	BUCHANAN	CHARLES		20000828	0.50	101.82	50.91
228070	BUCHANAN	CHARLES		20000911	0.50	44.55	22.27
228070	BUCHANAN	CHARLES		20000925	0.50	48.40	24.20
228070	BUCHANAN	CHARLES		20001009	0.50	38.48	19.24
277262	BUCHANON	TERRELL	L.	20020422	0.50	34.83	17.41
277262	BUCHANON	TERRELL	L.	20020506	0.50	49.34	24.67
277262	BUCHANON	TERRELL	L.	20020520	0.50	57.44	28.72
277262	BUCHANON	TERRELL	L.	20020603	0.50	37.74	18.87
277262	BUCHANON	TERRELL	L.	20020617	0.50	60.38	30.19
277262	BUCHANON	TERRELL	L.	20020701	0.50	82.70	41.35
277262	BUCHANON	TERRELL	L.	20020715	0.50	64.07	32.03
277262	BUCHANON	TERRELL	L.	20020729	0.50	87.34	43.67
277262	BUCHANON	TERRELL	L.	20020812	0.50	81.96	40.98
277262	BUCHANON	TERRELL	L.	20020826	0.50	78.64	39.32
277262	BUCHANON	TERRELL	L.	20020909	0.50	79.86	39.93
277262	BUCHANON	TERRELL	L.	20020923	0.50	87.86	43.93
277262	BUCHANON	TERRELL	L.	20021007	0.50	97.78	48.89
277262	BUCHANON	TERRELL	L.	20021021	0.50	118.58	59.29
277262	BUCHANON	TERRELL	L.	20021104	0.50	108.93	54.46
277262	BUCHANON	TERRELL	L.	20021118	0.50	112.55	56.27
277262	BUCHANON	TERRELL	L.	20021202	0.50	93.63	46.81
277262	BUCHANON	TERRELL	L.	20021216	0.50	84.45	42.22
277262	BUCHANON	TERRELL	L.	20030714	0.50	38.38	19.19
277262	BUCHANON	TERRELL	L.	20030728	0.50	45.91	22.95
277262	BUCHANON	TERRELL	L.	20030811	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20030811	0.50	4.24	2.12
277262	BUCHANON	TERRELL	L.	20030825	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20030908	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20030922	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20031006	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20031020	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20031103	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20031117	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20031201	0.50	17.50	8.75
277262	BUCHANON	TERRELL	L.	20031215	0.50	45.98	22.99
277262	BUCHANON	TERRELL	L.	20031229	0.50	44.56	22.28
277262	BUCHANON	TERRELL	L.	20040112	0.50	33.17	16.58

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
277262	BUCHANON	TERRELL	L.	20040126	0.50	57.58	28.79
277262	BUCHANON	TERRELL	L.	20040209	0.50	56.33	28.16
277262	BUCHANON	TERRELL	L.	20040223	0.50	83.90	41.95
277262	BUCHANON	TERRELL	L.	20040308	0.50	64.62	32.31
277262	BUCHANON	TERRELL	L.	20040322	0.50	35.42	17.71
277262	BUCHANON	TERRELL	L.	20040405	0.50	86.08	43.04
277262	BUCHANON	TERRELL	L.	20040419	0.50	72.62	36.31
277262	BUCHANON	TERRELL	L.	20040503	0.50	42.24	21.12
263537	BUDE	DOUGLAS		20010618	0.50	14.35	7.17
263537	BUDE	DOUGLAS		20010702	0.50	66.28	33.14
263537	BUDE	DOUGLAS		20010716	0.50	73.24	36.62
263537	BUDE	DOUGLAS		20010730	0.50	78.10	39.05
263537	BUDE	DOUGLAS		20010813	0.50	104.97	52.48
263537	BUDE	DOUGLAS		20010827	0.50	96.59	48.29
263537	BUDE	DOUGLAS		20010910	0.50	62.75	31.37
263537	BUDE	DOUGLAS		20010924	0.50	71.35	35.67
263537	BUDE	DOUGLAS		20011008	0.50	140.09	70.04
263537	BUDE	DOUGLAS		20011022	0.50	138.06	69.03
263537	BUDE	DOUGLAS		20011105	0.50	105.53	52.76
263537	BUDE	DOUGLAS		20011119	0.50	102.46	51.23
263537	BUDE	DOUGLAS		20011203	0.50	85.01	42.50
263537	BUDE	DOUGLAS		20011217	0.50	155.06	77.53
263537	BUDE	DOUGLAS		20011231	0.50	63.48	31.74
263537	BUDE	DOUGLAS		20020114	0.50	96.13	48.06
263537	BUDE	DOUGLAS		20020128	0.50	91.13	45.56
263537	BUDE	DOUGLAS		20020211	0.50	149.21	74.60
263537	BUDE	DOUGLAS		20020225	0.50	140.01	70.00
263537	BUDE	DOUGLAS		20020311	0.50	117.08	58.54
263537	BUDE	DOUGLAS		20020325	0.50	134.18	67.09
263537	BUDE	DOUGLAS		20020408	0.50	103.39	51.69
263537	BUDE	DOUGLAS		20020422	0.50	123.47	61.73
263537	BUDE	DOUGLAS		20020506	0.50	132.81	66.40
263537	BUDE	DOUGLAS		20020520	0.50	130.20	65.10
263537	BUDE	DOUGLAS		20020603	0.50	113.93	56.96
263537	BUDE	DOUGLAS		20020617	0.50	122.35	61.17
263537	BUDE	DOUGLAS		20020701	0.50	123.13	61.56
263537	BUDE	DOUGLAS		20020715	0.50	114.53	57.26
263537	BUDE	DOUGLAS		20020729	0.50	59.06	29.53
263537	BUDE	DOUGLAS		20020812	0.50	158.28	79.14
263537	BUDE	DOUGLAS		20020826	0.50	142.50	71.25
263537	BUDE	DOUGLAS		20020909	0.50	111.97	55.98
263537	BUDE	DOUGLAS		20020923	0.50	112.97	56.48
263537	BUDE	DOUGLAS		20021007	0.50	112.71	56.35
263537	BUDE	DOUGLAS		20021021	0.50	81.90	40.95
263537	BUDE	DOUGLAS		20021104	0.50	129.43	64.71
269021	BUFKIN	JIMMY		20001023	0.50	22.90	11.45
269021	BUFKIN	JIMMY		20001106	0.50	75.22	37.61
269021	BUFKIN	JIMMY		20001120	0.50	55.97	27.98
269021	BUFKIN	JIMMY		20001204	0.50	38.95	19.47
269021	BUFKIN	JIMMY		20001218	0.50	107.10	53.55
269021	BUFKIN	JIMMY		20010101	0.50	48.38	24.19
269021	BUFKIN	JIMMY		20010115	0.50	58.29	29.14
269021	BUFKIN	JIMMY		20010129	0.50	66.52	33.26
269021	BUFKIN	JIMMY		20010212	0.50	72.07	36.03

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

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AMENDMENT TO GRIEVANCE OF DOUGLAS BUDE, #263537

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; 80.63 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3877.06 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.

Douglas Bude 2-14-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0777; C, 0081,0086; F, 0997; 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
	BRENNAN, MICHAEL	235444	C B 23	1	3/21/01	6/20/01
MI 3	BREWER, RON	285756	C A 17	1	6/27/03	7/18/03
	BREWER, TODD	251799	C A 36	1	8/11/99	6/6/02
	BRINSON, JOSEPH	130818	S A 34	1	9/11/00	2/27/01
MI 3	BROCK, B	239975	C A 0	0		12/20/99
MI 3	BROOKINS, GREGORY	295747	C B 27	1	3/22/04	4/14/04
MI 3	BROOKS, EDWARD	286980	C B 44	1	6/30/03	1/16/04
	BROWN, AARON	248841	C B 27	1	9/26/01	1/23/02
	BROWN, ANTHONY	279248	E A 33	1	11/21/01	1/11/02
	BROWN, ANTHONY D.	153895	C B 46	1	8/11/99	8/27/01
	BROWN, ANTHONY L.	138214	C A 39	1	8/17/01	7/5/02
MI 3	BROWN, BRANDON	286326	C B 24	1	12/16/03	12/23/03
	BROWN, CHARLES	250064	C 0	1	2/15/00	2/28/00
	BROWN, ERIK	199101	C A 31	1	5/18/01	8/2/01
MI 3	BROWN, FREDERICK	289602	C B 64	1	3/29/04	6/24/04
MI 2	BROWN, HENRY	286147	C B 22	1	10/10/02	10/24/02
	BROWN, HUBERT	161888	C A 3	1	8/23/01	3/11/02
MI 3	BROWN, J.	256481	C A 0	0		12/20/99
	BROWN, JEREMY	272135	S B 27	2	8/1/01	9/10/01
	BROWN, JOHN	281130	C A 15	1	3/11/02	4/19/02
MI 3	BROWN, KEITH	295762	C B 24	1	3/24/04	6/24/04
ME 3	BROWN, KEVIN	215073	A A 19	1	9/30/02	12/5/02
	BROWN, LESLEY	280068	C A 22	1	12/19/01	6/18/02
	BROWN, TIMOTHY	262617	C B 60	1	1/4/00	8/31/00
MI 3	BROWN, TIMOTHY	238461	C A 5	1	3/29/00	6/24/04
MI 3	BROWN, VICTOR	259876	C A 32	1	9/10/01	10/31/02
	BROWN, WAYNE # 276077	269050	E A 29	1	10/16/00	11/16/01
MI 3	BRYANT, EDWARD	255998	C B 14	1	2/27/04	6/24/04
MI 3	BRYANT, GARY	258972	C B 41	2	3/11/02	8/16/02
	BRYANT, GARY	258972	C B 41	1	9/9/99	1/5/01
	BRYANT, MELVIN	266264	C A 10	1	6/29/00	12/20/01
ME 3	BRYANT, PETE	242370	C B 32	2	1/17/02	10/7/02
MI 3	BRYANT, PETE	242370	C A 26	1	12/22/03	6/24/04
	BRYANT, TOMMY	269010	C B 49	1	10/18/00	1/26/01
	BRYANT, TYRONE # 279519	248553	A B 17	2	6/15/00	6/27/00
	BUCHANAN, CHARLES	228070	C A 2	1	10/1/99	10/16/00
MI 3	BUCHANON, TERRELL	277262	C A 60	1	12/1/03	4/23/04
MI 3	BUDE, DOUGLAS	263537	C B 41	1	6/12/01	10/31/02
	BUFKIN, JIMMY	269021	C A 3	1	10/16/00	2/15/02
	BUFORD, JAMES	276035	C B 50	1	7/23/01	5/31/02
MI 3	BUIE, D	256609	C A 0	0		8/30/99
	BURKE, BRENDON	266661	E B 27	1	6/29/00	8/21/00
MI 3	BURKE, LARRY	281911	C A 40	1	10/1/02	6/24/04
	BURROUGH, CHARLES	231746	C A 31	1	9/4/01	1/22/02
MI 3	BUSH, CHRISTOPHER D.	300690	E B 21	1	6/9/04	6/24/04
MI 3	BUTLER, JERRY	184469	C B 10	1	10/24/01	1/13/03

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PENSKE-Bayonne, N. J.

PLAINTIFF'S EXHIBIT A

A - 0777
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C

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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PLAINTIFF'S EXHIBIT C

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
277262	BUCHANON	TERRELL	L.	20040126	0.50	57.58	28.79
277262	BUCHANON	TERRELL	L.	20040209	0.50	56.33	28.16
277262	BUCHANON	TERRELL	L.	20040223	0.50	83.90	41.95
277262	BUCHANON	TERRELL	L.	20040308	0.50	64.62	32.31
277262	BUCHANON	TERRELL	L.	20040322	0.50	35.42	17.71
277262	BUCHANON	TERRELL	L.	20040405	0.50	86.08	43.04
277262	BUCHANON	TERRELL	L.	20040419	0.50	72.62	36.31
277262	BUCHANON	TERRELL	L.	20040503	0.50	42.24	21.12
263537	BUDE	DOUGLAS		20010618	0.50	14.35	7.17
263537	BUDE	DOUGLAS		20010702	0.50	66.28	33.14
263537	BUDE	DOUGLAS		20010716	0.50	73.24	36.62
263537	BUDE	DOUGLAS		20010730	0.50	78.10	39.05
263537	BUDE	DOUGLAS		20010813	0.50	104.97	52.48
263537	BUDE	DOUGLAS		20010827	0.50	96.59	48.29
263537	BUDE	DOUGLAS		20010910	0.50	62.75	31.37
263537	BUDE	DOUGLAS		20010924	0.50	71.35	35.67
263537	BUDE	DOUGLAS		20011008	0.50	140.09	70.04
263537	BUDE	DOUGLAS		20011022	0.50	138.06	69.03
263537	BUDE	DOUGLAS		20011105	0.50	105.53	52.76
263537	BUDE	DOUGLAS		20011119	0.50	102.46	51.23
263537	BUDE	DOUGLAS		20011203	0.50	85.01	42.50
263537	BUDE	DOUGLAS		20011217	0.50	155.06	77.53
263537	BUDE	DOUGLAS		20011231	0.50	63.48	31.74
263537	BUDE	DOUGLAS		20020114	0.50	96.13	48.06
263537	BUDE	DOUGLAS		20020128	0.50	91.13	45.56
263537	BUDE	DOUGLAS		20020211	0.50	149.21	74.60
263537	BUDE	DOUGLAS		20020225	0.50	140.01	70.00
263537	BUDE	DOUGLAS		20020311	0.50	117.08	58.54
263537	BUDE	DOUGLAS		20020325	0.50	134.18	67.09
263537	BUDE	DOUGLAS		20020408	0.50	103.39	51.69
263537	BUDE	DOUGLAS		20020422	0.50	123.47	61.73
263537	BUDE	DOUGLAS		20020506	0.50	132.81	66.40
263537	BUDE	DOUGLAS		20020520	0.50	130.20	65.10
263537	BUDE	DOUGLAS		20020603	0.50	113.93	56.96
263537	BUDE	DOUGLAS		20020617	0.50	122.35	61.17
263537	BUDE	DOUGLAS		20020701	0.50	123.13	61.56
263537	BUDE	DOUGLAS		20020715	0.50	114.53	57.26
263537	BUDE	DOUGLAS		20020729	0.50	59.06	29.53
263537	BUDE	DOUGLAS		20020812	0.50	158.28	79.14
263537	BUDE	DOUGLAS		20020826	0.50	142.50	71.25
263537	BUDE	DOUGLAS		20020909	0.50	111.97	55.98
263537	BUDE	DOUGLAS		20020923	0.50	112.97	56.48
263537	BUDE	DOUGLAS		20021007	0.50	112.71	56.35
263537	BUDE	DOUGLAS		20021021	0.50	81.90	40.95
263537	BUDE	DOUGLAS		20021104	0.50	129.43	64.71
269021	BUFKIN	JIMMY		20001023	0.50	22.90	11.45
269021	BUFKIN	JIMMY		20001106	0.50	75.22	37.61
269021	BUFKIN	JIMMY		20001120	0.50	55.97	27.98
269021	BUFKIN	JIMMY		20001204	0.50	38.95	19.47
269021	BUFKIN	JIMMY		20001218	0.50	107.10	53.55
269021	BUFKIN	JIMMY		20010101	0.50	48.38	24.19
269021	BUFKIN	JIMMY		20010115	0.50	58.29	29.14
269021	BUFKIN	JIMMY		20010129	0.50	66.52	33.26
269021	BUFKIN	JIMMY		20010212	0.50	72.07	36.03

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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.

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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.
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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

5301

#191961

AMENDMENT TO GRIEVANCE OF MICHAEL BUSQUES, #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.

Michael Busques 3-14-06
(Grievant Signature) (Date)

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

5302

AMENDMENT TO GRIEVANCE OF MICHAEL BUSQUES, #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.

(Grievant Signature) (Date)

* Attached are Exh. C, 0081,0086; H, 1-3. Grievant not listed in Exh F

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

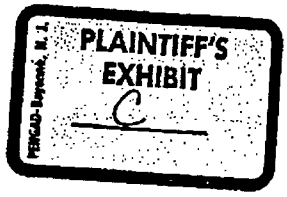
WHEREAS, this agreement is made in the best interest of the State of South Carolina:

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

ARTICLE 1 General:

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

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



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

5305

PLAINTIFF'S EXHIBIT C

00026

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.

5306



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

AMENDMENT TO GRIEVANCE OF THOMAS BUTLER, #257552

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; 1539.65 hours in 2000 at $10.66 per hour; 1171.28 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4036.53 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.

Thomas Butler 2/9/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0778; C, 0081,0086; F, 1001-1003; 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
	BUTLER, JOHN	268753	S B 15	1	9/25/00	10/12/00
MI 3	BUTLER, RICHARD	162467	C A 57	1	6/27/00	6/26/03
MI 3	BUTLER, THOMAS	257552	C B 28	1	4/20/04	5/14/04
MI 3	BYRD, CALVIN	257319	C B 57	1	10/1/99	4/21/03
MI 3	CADE, O	257075	C A 0	0		12/20/99
MI 3	CALLOWAY, COREY	285780	W C160	3		3/17/04
	CAMPBELL, DORAS	246508	S B 50	1	7/7/01	1/29/02
MI 2	CAMPBELL, MARCUS	273397	C A 31	2	7/10/01	10/7/02
	CAMPBELL, RODNEY	263521	C A 42	1	7/12/00	5/30/01
MI 2	CANTY, MITCHELL	237815	C A 2	1	2/15/00	10/31/02
	CARDER, KEVIN	262296	C 0	1	2/10/00	3/15/00
	CAREW, EL TAIARIS	264671	E B 22	1	5/31/00	7/12/00
MI 3	CARLSON, RUSSELL	292938	E A 52	1	3/11/04	3/15/04
MI 3	CARN, LAWRENCE	196852	C A 48	1	3/1/04	4/13/04
MI 3	CARR, STEVEN	296393	W C264	1	3/11/04	4/16/04
MI 2	CARSON, FRANKLIN	141667	C B 27	2	9/20/02	11/21/02
	CARSON, JONATHAN	255214	C 0	1	1/18/00	4/27/00
MI 3	CARSON, ROYCE	260228	S A 41	1	1/18/00	8/18/00
MI 1B	CARTER, CLIFFORD	247431	S B 20	3	12/3/03	4/8/04
MI 1B	CARTER, CLIFFORD	247431	S B 51	1	8/6/99	11/4/03
MI 3	CARTER, DEREK	275938	C A 2	1	7/10/01	6/24/04
MI 3	CARTER, K	243538	C A 0	0		3/25/02
MI 2	CARTER, THOMAS	249362	C A 28	1	3/15/04	6/24/04
MI 2	CASSADY, RUDY	238732	C B 15	1	4/19/02	6/24/04
MI 2	CASTANA, ERAVISTA	262067	C B 43	1	4/8/02	1/13/05
	CATCHINGS, ROBERT	242956	C A 48	1	3/29/00	3/5/01
	CAULDER, DAVID	270718	E A 24	1	1/2/01	1/8/01
	CAULDER, THOMAS	180602	C 0	1	11/3/99	1/6/00
	CHAPMAN, STEPHEN	125781	C B 50	1	10/16/00	9/24/01
MI 3	CHATMAN, CHARLES	181295	C B 58	2	10/17/00	11/4/02
	CHAVIS, DAVID	235867	M X 0	2	2/11/00	12/20/01
	CHEATHAM, LIONEL	262440	C 0	1	9/13/99	1/5/00
MI 3	CHEEKS, RICHARD	257571	C A 5	1	9/13/99	5/2/03
	CHILDS, DONALD	261121	E A 0	1	12/1/99	2/22/00
MI 3	CHISLOM, OTIS	279408	C B 19	1	1/7/02	3/20/03
MI 3	CHOICE, LEROY	113990	C B 52	1	11/10/99	6/24/04
	CHRISTOPHER, REGINALD	269130	C B 11	1	10/16/00	1/11/02
	CLARK, ERNEST	263319	C B 25	2	8/10/01	3/8/02
MI 3	CLARK, SHELDON	264772	C A 51	1	3/29/00	6/26/03
MI 3	CLARKE, HERIBERTO	276982	A B 36	3	9/11/03	10/21/03
MI 3	CLARKE, HERIBERTO	276982	C A 35	2	8/17/01	8/26/02
MI 3	CLEA, JOHN	297878	C B 27	3		3/17/04
MI 3	COBB, ZAWASKI	187136	C A 3	1	9/10/01	6/26/03
MI 3	COBBS, BARON	280479	C B 38	1	1/16/02	1/16/03
MI 3	COBBS, BARON	280479	C B 38	1	7/17/03	6/24/04

5310

PLAINTIFF'S EXHIBIT 19

A - 0778
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:

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5311

PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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ARTICLE 4 General Terms and Conditions:

4.0 General:
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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

5312

PLAINTIFF'S EXHIBIT C

000126

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
162467	BUTLER	RICHARD		20010910	0.50	114.50	57.25
162467	BUTLER	RICHARD		20010924	0.50	145.00	72.50
162467	BUTLER	RICHARD		20011008	0.50	184.52	92.26
162467	BUTLER	RICHARD		20011022	0.50	127.16	63.58
162467	BUTLER	RICHARD		20011105	0.50	90.07	45.03
162467	BUTLER	RICHARD		20011119	0.50	127.93	63.96
162467	BUTLER	RICHARD		20011203	0.50	106.95	53.47
162467	BUTLER	RICHARD		20011217	0.50	153.13	76.56
162467	BUTLER	RICHARD		20011231	0.50	67.45	33.72
162467	BUTLER	RICHARD		20020114	0.50	99.03	49.51
162467	BUTLER	RICHARD		20020128	0.50	149.38	74.69
162467	BUTLER	RICHARD		20020211	0.50	140.22	70.11
162467	BUTLER	RICHARD		20020225	0.50	121.98	60.99
162467	BUTLER	RICHARD		20020311	0.50	138.89	69.44
162467	BUTLER	RICHARD		20020325	0.50	133.91	66.95
162467	BUTLER	RICHARD		20020408	0.50	118.28	59.14
162467	BUTLER	RICHARD		20020422	0.50	139.71	69.85
162467	BUTLER	RICHARD		20020506	0.50	144.00	72.00
162467	BUTLER	RICHARD		20020520	0.50	125.40	62.70
162467	BUTLER	RICHARD		20020603	0.50	67.76	33.88
162467	BUTLER	RICHARD		20020617	0.50	142.50	71.25
162467	BUTLER	RICHARD		20020701	0.50	122.32	61.16
162467	BUTLER	RICHARD		20020715	0.50	125.86	62.93
162467	BUTLER	RICHARD		20020729	0.50	146.64	73.32
162467	BUTLER	RICHARD		20020812	0.50	187.64	93.82
162467	BUTLER	RICHARD		20020826	0.50	133.14	66.57
162467	BUTLER	RICHARD		20020909	0.50	62.92	31.46
162467	BUTLER	RICHARD		20020923	0.50	137.90	68.95
162467	BUTLER	RICHARD		20021007	0.50	146.36	73.18
162467	BUTLER	RICHARD		20021021	0.50	138.04	69.02
162467	BUTLER	RICHARD		20021104	0.50	96.50	48.25
162467	BUTLER	RICHARD		20021118	0.50	83.42	41.71
162467	BUTLER	RICHARD		20021202	0.50	124.66	62.33
162467	BUTLER	RICHARD		20021216	0.50	119.86	59.93
162467	BUTLER	RICHARD		20021230	0.50	41.54	20.77
162467	BUTLER	RICHARD		20030113	0.50	87.25	43.62
162467	BUTLER	RICHARD		20030127	0.50	100.40	50.20
162467	BUTLER	RICHARD		20030210	0.50	115.69	57.84
162467	BUTLER	RICHARD		20030224	0.50	93.82	46.91
162467	BUTLER	RICHARD		20030310	0.50	94.09	47.04
162467	BUTLER	RICHARD		20030324	0.50	101.75	50.87
162467	BUTLER	RICHARD		20030407	0.50	106.74	53.37
162467	BUTLER	RICHARD		20030421	0.50	111.92	55.96
162467	BUTLER	RICHARD		20030505	0.50	92.20	46.10
162467	BUTLER	RICHARD		20030519	0.50	135.62	67.81
162467	BUTLER	RICHARD		20030602	0.50	114.26	57.13
162467	BUTLER	RICHARD		20030616	0.50	128.48	64.24
162467	BUTLER	RICHARD		20030630	0.50	84.11	42.05
257552	BUTLER	THOMAS		20000228	0.50	26.38	13.19
257552	BUTLER	THOMAS		20000228	1.05	7.50	7.87
257552	BUTLER	THOMAS		20000313	0.50	74.52	37.26
257552	BUTLER	THOMAS		20000313	0.55	6.50	3.57
257552	BUTLER	THOMAS		20000327	0.35	15.95	5.58
257552	BUTLER	THOMAS		20000410	0.35	53.62	18.76

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PLAINTIFF'S EXHIBIT F

A - 1001
June 2004

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257552	BUTLER	THOMAS		20000424	0.35	68.87	24.10
257552	BUTLER	THOMAS		20000508	0.35	67.50	23.62
257552	BUTLER	THOMAS		20000522	0.35	67.50	23.62
257552	BUTLER	THOMAS		20000522	0.55	7.13	3.92
257552	BUTLER	THOMAS		20000522	0.25	7.50	1.87
257552	BUTLER	THOMAS		20000605	0.35	58.83	20.59
257552	BUTLER	THOMAS		20000619	0.50	75.00	37.50
257552	BUTLER	THOMAS		20000703	0.50	60.00	30.00
257552	BUTLER	THOMAS		20000703	0.55	2.28	1.25
257552	BUTLER	THOMAS		20000703	0.35	4.73	1.65
257552	BUTLER	THOMAS		20000717	0.50	71.22	35.61
257552	BUTLER	THOMAS		20000731	0.50	41.95	20.97
257552	BUTLER	THOMAS		20000814	0.50	65.87	32.93
257552	BUTLER	THOMAS		20000828	0.50	74.50	37.25
257552	BUTLER	THOMAS		20000911	0.50	60.90	30.45
257552	BUTLER	THOMAS		20000925	0.50	96.75	48.37
257552	BUTLER	THOMAS		20001009	0.50	85.97	42.98
257552	BUTLER	THOMAS		20001023	0.50	92.21	46.10
257552	BUTLER	THOMAS		20001106	0.50	94.02	47.01
257552	BUTLER	THOMAS		20001120	0.50	87.89	43.94
257552	BUTLER	THOMAS		20001204	0.50	31.82	15.91
257552	BUTLER	THOMAS		20001218	0.50	88.54	44.27
257552	BUTLER	THOMAS		20010101	0.50	44.20	22.10
257552	BUTLER	THOMAS		20010115	0.50	51.65	25.82
257552	BUTLER	THOMAS		20010129	0.50	81.94	40.97
257552	BUTLER	THOMAS		20010212	0.50	97.41	48.70
257552	BUTLER	THOMAS		20010226	0.50	105.19	52.59
257552	BUTLER	THOMAS		20010312	0.50	116.77	58.38
257552	BUTLER	THOMAS		20010326	0.50	108.38	54.19
257552	BUTLER	THOMAS		20010409	0.50	90.45	45.22
257552	BUTLER	THOMAS		20010423	0.50	108.18	54.09
257552	BUTLER	THOMAS		20010507	0.50	75.84	37.92
257552	BUTLER	THOMAS		20010521	0.50	60.22	30.11
257552	BUTLER	THOMAS		20010604	0.50	100.43	50.21
257552	BUTLER	THOMAS		20010618	0.50	101.40	50.70
257552	BUTLER	THOMAS		20010702	0.50	73.42	36.71
257552	BUTLER	THOMAS		20010716	0.50	91.42	45.71
257552	BUTLER	THOMAS		20010730	0.50	71.38	35.69
257552	BUTLER	THOMAS		20010813	0.50	79.00	39.50
257552	BUTLER	THOMAS		20010827	0.50	41.38	20.69
257552	BUTLER	THOMAS		20010910	0.50	74.66	37.33
257552	BUTLER	THOMAS		20010924	0.50	131.58	65.79
257552	BUTLER	THOMAS		20011008	0.50	125.25	62.62
257552	BUTLER	THOMAS		20011022	0.50	130.37	65.18
257552	BUTLER	THOMAS		20011105	0.50	125.60	62.80
257552	BUTLER	THOMAS		20011119	0.50	76.47	38.23
257552	BUTLER	THOMAS		20011203	0.50	74.97	37.48
257552	BUTLER	THOMAS		20011217	0.50	144.19	72.09
257552	BUTLER	THOMAS		20011231	0.50	62.77	31.38
257552	BUTLER	THOMAS		20020114	0.50	93.87	46.93
257552	BUTLER	THOMAS		20020128	0.50	108.00	54.00
257552	BUTLER	THOMAS		20020211	0.50	125.78	62.89
257552	BUTLER	THOMAS		20020225	0.50	76.53	38.26
257552	BUTLER	THOMAS		20020311	0.50	119.07	59.53

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257552	BUTLER	THOMAS		20020325	0.50	108.67	54.33
257552	BUTLER	THOMAS		20020408	0.50	47.09	23.54
257552	BUTLER	THOMAS		20020422	0.50	41.64	20.82
257552	BUTLER	THOMAS		20020506	0.50	71.50	35.75
257552	BUTLER	THOMAS		20020520	0.50	25.29	12.64
257552	BUTLER	THOMAS		20020603	0.50	111.46	55.73
257552	BUTLER	THOMAS		20020617	0.50	130.68	65.34
257552	BUTLER	THOMAS		20020701	0.50	117.09	58.54
257552	BUTLER	THOMAS		20020715	0.50	103.95	51.97
257552	BUTLER	THOMAS		20020729	0.50	118.81	59.40
257552	BUTLER	THOMAS		20020812	0.50	113.49	56.74
257552	BUTLER	THOMAS		20020826	0.50	97.98	48.99
257552	BUTLER	THOMAS		20020909	0.50	107.73	53.86
257552	BUTLER	THOMAS		20020923	0.50	125.74	62.87
257552	BUTLER	THOMAS		20021007	0.50	123.44	61.72
257552	BUTLER	THOMAS		20021021	0.50	101.31	50.65
257552	BUTLER	THOMAS		20021104	0.50	93.77	46.88
257552	BUTLER	THOMAS		20030310	0.50	42.67	21.33
257552	BUTLER	THOMAS		20030324	0.50	39.23	19.61
257552	BUTLER	THOMAS		20030714	0.50	163.06	81.53
257552	BUTLER	THOMAS		20030728	0.50	134.24	67.12
257552	BUTLER	THOMAS		20030811	0.50	126.07	63.03
257552	BUTLER	THOMAS		20030825	0.50	20.40	10.20
257552	BUTLER	THOMAS		20031229	0.50	17.50	8.75
257552	BUTLER	THOMAS		20040503	0.50	39.97	19.98
257552	BUTLER	THOMAS		20040517	0.50	61.46	30.73
257319	BYRD	CALVIN	JEROME	19991011	0.35	45.50	15.92
257319	BYRD	CALVIN	JEROME	19991011	0.55	1.50	0.82
257319	BYRD	CALVIN	JEROME	19991025	0.35	56.00	19.60
257319	BYRD	CALVIN	JEROME	19991108	0.35	70.00	24.50
257319	BYRD	CALVIN	JEROME	19991122	0.35	49.53	17.33
257319	BYRD	CALVIN	JEROME	19991206	0.50	55.74	27.87
257319	BYRD	CALVIN	JEROME	19991220	0.50	69.18	34.59
257319	BYRD	CALVIN	JEROME	19991220	0.55	4.60	2.53
257319	BYRD	CALVIN	JEROME	19991220	2.50	2.00	5.00
257319	BYRD	CALVIN	JEROME	20000103	0.50	28.57	14.28
257319	BYRD	CALVIN	JEROME	20000117	0.50	72.80	36.40
257319	BYRD	CALVIN	JEROME	20000131	0.35	51.18	17.91
257319	BYRD	CALVIN	JEROME	20000214	0.50	73.92	36.96
257319	BYRD	CALVIN	JEROME	20000228	0.50	67.50	33.75
257319	BYRD	CALVIN	JEROME	20000228	1.05	15.00	15.75
257319	BYRD	CALVIN	JEROME	20000313	0.50	67.50	33.75
257319	BYRD	CALVIN	JEROME	20000327	0.50	71.22	35.61
257319	BYRD	CALVIN	JEROME	20000410	0.50	70.05	35.02
257319	BYRD	CALVIN	JEROME	20000424	0.50	66.90	33.45
257319	BYRD	CALVIN	JEROME	20000508	0.50	75.00	37.50
257319	BYRD	CALVIN	JEROME	20000508	0.80	10.60	8.48
257319	BYRD	CALVIN	JEROME	20000522	0.65	67.50	43.87
257319	BYRD	CALVIN	JEROME	20000522	0.75	7.05	5.28
257319	BYRD	CALVIN	JEROME	20000522	0.25	15.00	3.75
257319	BYRD	CALVIN	JEROME	20000605	0.65	67.50	43.87
257319	BYRD	CALVIN	JEROME	20000605	0.75	2.90	2.17
257319	BYRD	CALVIN	JEROME	20000605	0.25	7.00	1.75
257319	BYRD	CALVIN	JEROME	20000703	0.35	51.87	18.15

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

AMENDMENT TO GRIEVANCE OF KENNETH CARTER, #243538

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; 1383.29 hours in 2000 at $10.66 per hour; 1403.48 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2619.49 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, 0778; C, 0081,0086; F, 1013-1014; 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 Date	Pay Rate	Hours	Pay Amount
243538	CARTER	KENNETH		20020225	0.50	137.13	68.56
243538	CARTER	KENNETH		20020311	0.50	140.56	70.28
243538	CARTER	KENNETH		20020325	0.50	137.75	68.87
249362	CARTER, JR	THOMAS	LEE	20040419	0.50	46.75	23.37
249362	CARTER, JR	THOMAS	LEE	20040503	0.50	47.65	23.82
249362	CARTER, JR	THOMAS	LEE	20040517	0.50	76.35	38.17
249362	CARTER, JR	THOMAS	LEE	20040531	0.50	64.36	32.18
238732	CASSADY	RUDY	C.	20020506	0.50	43.53	21.76
238732	CASSADY	RUDY	C.	20020520	0.50	55.26	27.63
238732	CASSADY	RUDY	C.	20020603	0.50	49.43	24.71
238732	CASSADY	RUDY	C.	20020617	0.50	35.70	17.85
238732	CASSADY	RUDY	C.	20020701	0.50	69.65	34.82
238732	CASSADY	RUDY	C.	20020715	0.50	65.12	32.56
238732	CASSADY	RUDY	C.	20020729	0.50	70.95	35.47
238732	CASSADY	RUDY	C.	20020812	0.50	85.72	42.86
238732	CASSADY	RUDY	C.	20020826	0.50	109.94	54.97
238732	CASSADY	RUDY	C.	20020909	0.50	102.36	51.18
238732	CASSADY	RUDY	C.	20020923	0.50	129.38	64.69
238732	CASSADY	RUDY	C.	20021007	0.50	116.40	58.20
238732	CASSADY	RUDY	C.	20021021	0.50	133.98	66.99
238732	CASSADY	RUDY	C.	20021104	0.50	149.06	74.53
238732	CASSADY	RUDY	C.	20021118	0.50	109.50	54.75
238732	CASSADY	RUDY	C.	20021202	0.50	82.40	41.20
238732	CASSADY	RUDY	C.	20021216	0.50	97.72	48.86
238732	CASSADY	RUDY	C.	20021230	0.50	66.08	33.04
238732	CASSADY	RUDY	C.	20030113	0.50	72.72	36.36
238732	CASSADY	RUDY	C.	20030127	0.50	88.17	44.08
238732	CASSADY	RUDY	C.	20030210	0.50	99.95	49.97
238732	CASSADY	RUDY	C.	20030224	0.50	105.11	52.55
238732	CASSADY	RUDY	C.	20030310	0.50	88.55	44.27
238732	CASSADY	RUDY	C.	20030324	0.50	91.91	45.95
238732	CASSADY	RUDY	C.	20030407	0.50	72.11	36.05
238732	CASSADY	RUDY	C.	20030421	0.50	86.06	43.03
238732	CASSADY	RUDY	C.	20030505	0.50	46.53	23.26
238732	CASSADY	RUDY	C.	20030519	0.50	111.83	55.91
238732	CASSADY	RUDY	C.	20030602	0.50	91.58	45.79
238732	CASSADY	RUDY	C.	20030616	0.50	117.03	58.51
238732	CASSADY	RUDY	C.	20030630	0.50	105.77	52.88
238732	CASSADY	RUDY	C.	20030714	0.50	128.00	64.00
238732	CASSADY	RUDY	C.	20030728	0.50	106.39	53.19
238732	CASSADY	RUDY	C.	20030811	0.50	105.18	52.59
238732	CASSADY	RUDY	C.	20030825	0.50	99.77	49.88
238732	CASSADY	RUDY	C.	20030908	0.50	84.29	42.14
238732	CASSADY	RUDY	C.	20030922	0.50	122.01	61.00
238732	CASSADY	RUDY	C.	20031006	0.50	100.13	50.06
238732	CASSADY	RUDY	C.	20031020	0.50	92.23	46.11
238732	CASSADY	RUDY	C.	20031103	0.50	88.74	44.37
238732	CASSADY	RUDY	C.	20031117	0.50	109.20	54.60
238732	CASSADY	RUDY	C.	20031201	0.50	54.20	27.10
238732	CASSADY	RUDY	C.	20031215	0.50	101.92	50.96
238732	CASSADY	RUDY	C.	20031229	0.50	106.10	53.05
238732	CASSADY	RUDY	C.	20040112	0.50	63.02	31.51
238732	CASSADY	RUDY	C.	20040126	0.50	110.76	55.38
238732	CASSADY	RUDY	C.	20040209	0.50	129.05	64.52

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PLAINTIFF'S EXHIBIT F

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	BUTLER, JOHN	268753	S B 15	1	9/25/00	10/12/00
MI 3	BUTLER, RICHARD	162467	C A 57	1	6/27/00	6/26/03
MI 3	BUTLER, THOMAS	257552	C B 28	1	4/20/04	5/14/04
MI 3	BYRD, CALVIN	257319	C B 57	1	10/1/99	4/21/03
MI 3	CADE, O	257075	C A 0	0		12/20/99
MI 3	CALLOWAY, COREY	285780	W C160	3		3/17/04
	CAMPBELL, DORAS	246508	S B 50	1	7/7/01	1/29/02
MI 2	CAMPBELL, MARCUS	273397	C A 31	2	7/10/01	10/7/02
	CAMPBELL, RODNEY	263521	C A 42	1	7/12/00	5/30/01
MI 2	CANTY, MITCHELL	237815	C A 2	1	2/15/00	10/31/02
	CARDER, KEVIN	262296	C 0	1	2/10/00	3/15/00
	CAREW, EL TAJARIS	264671	E B 22	1	5/31/00	7/12/00
MI 3	CARLSON, RUSSELL	292938	E A 52	1	3/11/04	3/15/04
MI 3	CARN, LAWRENCE	196852	C A 48	1	3/1/04	4/13/04
MI 3	CARR, STEVEN	296393	W C264	1	3/11/04	4/16/04
MI 2	CARSON, FRANKLIN	141667	C B 27	2	9/20/02	11/21/02
	CARSON, JONATHAN	255214	C 0	1	1/18/00	4/27/00
MI 3	CARSON, ROYCE	260228	S A 41	1	1/18/00	8/18/00
MI 1B	CARTER, CLIFFORD	247431	S B 20	3	12/3/03	4/8/04
MI 1B	CARTER, CLIFFORD	247431	S B 51	1	8/6/99	11/4/03
MI 3	CARTER, DEREK	275938	C A 2	1	7/10/01	6/24/04
MI 3	CARTER, K	243538	C A 0	0		3/25/02
MI 2	CARTER, THOMAS	249362	C A 28	1	3/15/04	6/24/04
MI 2	CASSADY, RUDY	238732	C B 15	1	4/19/02	6/24/04
MI 2	CASTANA, ERAVISTA	262067	C B 43	1	4/8/02	1/13/03
	CATCHINGS, ROBERT	242956	C A 48	1	3/29/00	3/5/01
	CAULDER, DAVID	270718	E A 24	1	1/2/01	1/8/01
	CAULDER, THOMAS	180602	C 0	1	11/3/99	1/6/00
	CHAPMAN, STEPHEN	125781	C B 50	1	10/16/00	9/24/01
MI 3	CHATMAN, CHARLES	181295	C B 58	2	10/17/00	11/4/02
	CHAVIS, DAVID	235867	M X 0	2	2/11/00	12/20/01
	CHEATHAM, LIONEL	262440	C 0	1	9/13/99	1/5/00
MI 3	CHEEKS, RICHARD	257571	C A 5	1	9/13/99	5/2/03
	CHILDS, DONALD	261121	E A 0	1	12/1/99	2/22/00
MI 3	CHISLOM, OTIS	279408	C B 19	1	1/7/02	3/20/03
MI 3	CHOICE, LEROY	113990	C B 52	1	11/10/99	6/24/04
	CHRISTOPHER, REGINALD	269130	C B 11	1	10/16/00	1/11/02
	CLARK, ERNEST	263319	C B 25	2	8/10/01	3/8/02
MI 3	CLARK, SHELDON	264772	C A 51	1	3/29/00	6/26/03
MI 3	CLARKE, HERIBERTO	276982	A B 36	3	9/11/03	10/21/03
MI 3	CLARKE, HERIBERTO	276982	C A 35	2	8/17/01	8/26/02
MI 3	CLEA, JOHN	297878	C B 27	3		3/17/04
MI 3	COBB, ZAWASKI	187136	C A 3	1	9/10/01	6/26/03
MI 3	COBBS, BARON	280479	C B 38	1	1/16/02	1/16/03
MI 3	COBBS, BARON	280479	C B 38	1	7/17/03	6/24/04

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PLAINTIFF'S EXHIBIT 4

A - 0778
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT

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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PLAINTIFF'S EXHIBIT C

00026

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 THOMAS CARTER, #249362

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 235.11 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, 0778; C, 0081,0086; F, 1014; 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
	BUTLER, JOHN	268753	S B 15	1	9/25/00	10/12/00
MI 3	BUTLER, RICHARD	162467	C A 57	1	6/27/00	6/26/03
MI 3	BUTLER, THOMAS	257552	C B 28	1	4/20/04	5/14/04
MI 3	BYRD, CALVIN	257319	C B 57	1	10/1/99	4/21/03
MI 3	CADE, O	257075	C A 0	0		12/20/99
MI 3	CALLOWAY, COREY	285780	W C160	3		3/17/04
	CAMPBELL, DORAS	246508	S B 50	1	7/7/01	1/29/02
MI 2	CAMPBELL, MARCUS	273397	C A 31	2	7/10/01	10/7/02
	CAMPBELL, RODNEY	263521	C A 42	1	7/12/00	5/30/01
MI 2	CANTY, MITCHELL	237815	C A 2	1	2/15/00	10/31/02
	CARDER, KEVIN	262296	C 0	1	2/10/00	3/15/00
	CAREW, EL TAIARIS	264671	E B 22	1	5/31/00	7/12/00
MI 3	CARLSON, RUSSELL	292938	E A 52	1	3/11/04	3/15/04
MI 3	CARN, LAWRENCE	196852	C A 48	1	3/1/04	4/13/04
MI 3	CARR, STEVEN	296393	W C264	1	3/11/04	4/16/04
MI 2	CARSON, FRANKLIN	141667	C B 27	2	9/20/02	11/21/02
	CARSON, JONATHAN	255214	C 0	1	1/18/00	4/27/00
MI 3	CARSON, ROYCE	260228	S A 41	1	1/18/00	8/18/00
MI 1B	CARTER, CLIFFORD	247431	S B 20	3	12/3/03	4/8/04
MI 1B	CARTER, CLIFFORD	247431	S B 51	1	8/6/99	11/4/03
MI 3	CARTER, DEREK	275938	C A 2	1	7/10/01	6/24/04
MI 3	CARTER, K	243538	C A 0	0		3/25/02
MI 2	CARTER, THOMAS	249362	C A 28	1	3/15/04	6/24/04
MI 2	CASSADY, RUDY	238732	C B 15	1	4/19/02	6/24/04
MI 2	CASTANA, ERAVISTA	262067	C B 43	1	4/8/02	1/13/03
	CATCHINGS, ROBERT	242956	C A 48	1	3/29/00	3/5/01
	CAULDER, DAVID	270718	E A 24	1	1/2/01	1/8/01
	CAULDER, THOMAS	180602	C 0	1	11/3/99	1/6/00
	CHAPMAN, STEPHEN	125781	C B 50	1	10/16/00	9/24/01
MI 3	CHATMAN, CHARLES	181295	C B 58	2	10/17/00	11/4/02
	CHAVIS, DAVID	235867	M X 0	2	2/11/00	12/20/01
	CHEATHAM, LIONEL	262440	C 0	1	9/13/99	1/5/00
MI 3	CHEEKS, RICHARD	257571	C A 5	1	9/13/99	5/2/03
	CHILDS, DONALD	261121	E A 0	1	12/1/99	2/22/00
MI 3	CHISLOM, OTIS	279408	C B 19	1	1/7/02	3/20/03
MI 3	CHOICE, LEROY	113990	C B 52	1	11/10/99	6/24/04
	CHRISTOPHER, REGINALD	269130	C B 11	1	10/16/00	1/11/02
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MI 3	CLEA, JOHN	297878	C B 27	3		3/17/04
MI 3	COBB, ZAWASKI	187136	C A 3	1	9/10/01	6/26/03
MI 3	COBBS, BARON	280479	C B 38	1	1/16/02	1/16/03
MI 3	COBBS, BARON	280479	C B 38	1	7/17/03	6/24/04

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PLAINTIFF'S EXHIBIT A

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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5329

PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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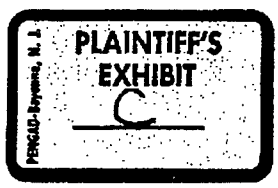
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4.0 General:
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The State of South Carolina, SCDC, their employees (including inmates performing labor pursuant to this Agreement) and agents, are not to be deemed employees of Williams nor agents of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

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
243538	CARTER	KENNETH		20020225	0.50	137.13	68.56
243538	CARTER	KENNETH		20020311	0.50	140.56	70.28
243538	CARTER	KENNETH		20020325	0.50	137.75	68.87
249362	CARTER, JR	THOMAS	LEE	20040419	0.50	46.75	23.37
249362	CARTER, JR	THOMAS	LEE	20040503	0.50	47.65	23.82
249362	CARTER, JR	THOMAS	LEE	20040517	0.50	76.35	38.17
249362	CARTER, JR	THOMAS	LEE	20040531	0.50	64.36	32.18
238732	CASSADY	RUDY	C.	20020506	0.50	43.53	21.76
238732	CASSADY	RUDY	C.	20020520	0.50	55.26	27.63
238732	CASSADY	RUDY	C.	20020603	0.50	49.43	24.71
238732	CASSADY	RUDY	C.	20020617	0.50	35.70	17.85
238732	CASSADY	RUDY	C.	20020701	0.50	69.65	34.82
238732	CASSADY	RUDY	C.	20020715	0.50	65.12	32.56
238732	CASSADY	RUDY	C.	20020729	0.50	70.95	35.47
238732	CASSADY	RUDY	C.	20020812	0.50	85.72	42.86
238732	CASSADY	RUDY	C.	20020826	0.50	109.94	54.97
238732	CASSADY	RUDY	C.	20020909	0.50	102.36	51.18
238732	CASSADY	RUDY	C.	20020923	0.50	129.38	64.69
238732	CASSADY	RUDY	C.	20021007	0.50	116.40	58.20
238732	CASSADY	RUDY	C.	20021021	0.50	133.98	66.99
238732	CASSADY	RUDY	C.	20021104	0.50	149.06	74.53
238732	CASSADY	RUDY	C.	20021118	0.50	109.50	54.75
238732	CASSADY	RUDY	C.	20021202	0.50	82.40	41.20
238732	CASSADY	RUDY	C.	20021216	0.50	97.72	48.86
238732	CASSADY	RUDY	C.	20021230	0.50	66.08	33.04
238732	CASSADY	RUDY	C.	20030113	0.50	72.72	36.36
238732	CASSADY	RUDY	C.	20030127	0.50	88.17	44.08
238732	CASSADY	RUDY	C.	20030210	0.50	99.95	49.97
238732	CASSADY	RUDY	C.	20030224	0.50	105.11	52.55
238732	CASSADY	RUDY	C.	20030310	0.50	88.55	44.27
238732	CASSADY	RUDY	C.	20030324	0.50	91.91	45.95
238732	CASSADY	RUDY	C.	20030407	0.50	72.11	36.05
238732	CASSADY	RUDY	C.	20030421	0.50	86.06	43.03
238732	CASSADY	RUDY	C.	20030505	0.50	46.53	23.26
238732	CASSADY	RUDY	C.	20030519	0.50	111.83	55.91
238732	CASSADY	RUDY	C.	20030602	0.50	91.58	45.79
238732	CASSADY	RUDY	C.	20030616	0.50	117.03	58.51
238732	CASSADY	RUDY	C.	20030630	0.50	105.77	52.88
238732	CASSADY	RUDY	C.	20030714	0.50	128.00	64.00
238732	CASSADY	RUDY	C.	20030728	0.50	106.39	53.19
238732	CASSADY	RUDY	C.	20030811	0.50	105.18	52.59
238732	CASSADY	RUDY	C.	20030825	0.50	99.77	49.88
238732	CASSADY	RUDY	C.	20030908	0.50	84.29	42.14
238732	CASSADY	RUDY	C.	20030922	0.50	122.01	61.00
238732	CASSADY	RUDY	C.	20031006	0.50	100.13	50.06
238732	CASSADY	RUDY	C.	20031020	0.50	92.23	46.11
238732	CASSADY	RUDY	C.	20031103	0.50	88.74	44.37
238732	CASSADY	RUDY	C.	20031117	0.50	109.20	54.60
238732	CASSADY	RUDY	C.	20031201	0.50	54.20	27.10
238732	CASSADY	RUDY	C.	20031215	0.50	101.92	50.96
238732	CASSADY	RUDY	C.	20031229	0.50	106.10	53.05
238732	CASSADY	RUDY	C.	20040112	0.50	63.02	31.51
238732	CASSADY	RUDY	C.	20040126	0.50	110.76	55.38
238732	CASSADY	RUDY	C.	20040209	0.50	129.05	64.52

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PENGAD-Bayonne, N.J.

PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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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

AMENDMENT TO GRIEVANCE OF BARON COBBS, #280479

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 4488.00 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.

Baron Cobbs — 2-5-05
(Grievant Signature) (Date)

* Attached are Exh. A, 0778; C, 0081,0086; F, 1029-1030; 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
	BUTLER, JOHN	268753	S B 15	1	9/25/00	10/12/00
MI 3	BUTLER, RICHARD	162467	C A 57	1	6/27/00	6/26/03
MI 3	BUTLER, THOMAS	257552	C B 28	1	4/20/04	5/14/04
MI 3	BYRD, CALVIN	257319	C B 57	1	10/1/99	4/21/03
MI 3	CADE, O	257075	C A 0	0		12/20/99
MI 3	CALLOWAY, COREY	285780	W C 160	3		3/17/04
	CAMPBELL, DORAS	246508	S B 50	1	7/7/01	1/29/02
MI 2	CAMPBELL, MARCUS	273397	C A 31	2	7/10/01	10/7/02
	CAMPBELL, RODNEY	263521	C A 42	1	7/12/00	5/30/01
MI 2	CANTY, MITCHELL	237815	C A 2	1	2/15/00	10/31/02
	CARDER, KEVIN	262296	C 0	1	2/10/00	3/15/00
	CAREW, EL TAJARIS	264671	E B 22	1	5/31/00	7/12/00
MI 3	CARLSON, RUSSELL	292938	E A 52	1	3/11/04	3/15/04
MI 3	CARN, LAWRENCE	196852	C A 48	1	3/1/04	4/13/04
MI 3	CARR, STEVEN	296393	W C 264	1	3/11/04	4/16/04
MI 2	CARSON, FRANKLIN	141667	C B 27	2	9/20/02	11/21/02
	CARSON, JONATHAN	255214	C 0	1	1/18/00	4/27/00
MI 3	CARSON, ROYCE	260228	S A 41	1	1/18/00	8/18/00
MI 1B	CARTER, CLIFFORD	247431	S B 20	3	12/3/03	4/8/04
MI 1B	CARTER, CLIFFORD	247431	S B 51	1	8/6/99	11/4/03
MI 3	CARTER, DEREK	275938	C A 2	1	7/10/01	6/24/04
MI 3	CARTER, K	243538	C A 0	0		3/25/02
MI 2	CARTER, THOMAS	249362	C A 28	1	3/15/04	6/24/04
MI 2	CASSADY, RUDY	238732	C B 15	1	4/19/02	6/24/04
MI 2	CASTANA, ERAVISTA	262067	C B 43	1	4/8/02	1/13/03
	CATCHINGS, ROBERT	242956	C A 48	1	3/29/00	3/5/01
	CAULDER, DAVID	270718	E A 24	1	1/2/01	1/8/01
	CAULDER, THOMAS	180602	C 0	1	11/3/99	1/6/00
	CHAPMAN, STEPHEN	125781	C B 50	1	10/16/00	9/24/01
MI 3	CHATMAN, CHARLES	181295	C B 58	2	10/17/00	11/4/02
	CHAVIS, DAVID	235867	M X 0	2	2/11/00	12/20/01
	CHEATHAM, LIONEL	262440	C 0	1	9/13/99	1/5/00
MI 3	CHEEKS, RICHARD	257571	C A 5	1	9/13/99	5/2/03
	CHILDS, DONALD	261121	E A 0	1	12/1/99	2/22/00
MI 3	CHISLOM, OTIS	279408	C B 19	1	1/7/02	3/20/03
MI 3	CHOICE, LEROY	113990	C B 52	1	11/10/99	6/24/04
	CHRISTOPHER, REGINALD	269130	C B 11	1	10/16/00	1/11/02
	CLARK, ERNEST	263319	C B 25	2	8/10/01	3/8/02
MI 3	CLARK, SHELDON	264772	C A 51	1	3/29/00	6/26/03
MI 3	CLARKE, HERIBERTO	276982	A B 36	3	9/11/03	10/21/03
MI 3	CLARKE, HERIBERTO	276982	C A 35	2	8/17/01	8/26/02
MI 3	CLEA, JOHN	297878	C B 27	3		3/17/04
MI 3	COBB, ZAWASKI	187136	C A 3	1	9/10/01	6/26/03
MI 3	COBBS, BARON	280479	C B 38	1	1/16/02	1/16/03
MI 3	COBBS, BARON	280479	C B 38	1	7/17/03	6/24/04

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PLAINTIFF'S EXHIBIT A

A - 0778
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 /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.

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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PLAINTIFF'S EXHIBIT C

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
187136	COBB	ZAWASKI		20030310	0.50	107.02	53.51
187136	COBB	ZAWASKI		20030324	0.50	163.73	81.86
187136	COBB	ZAWASKI		20030407	0.50	85.37	42.68
187136	COBB	ZAWASKI		20030421	0.50	95.15	47.57
187136	COBB	ZAWASKI		20030505	0.50	79.93	39.96
187136	COBB	ZAWASKI		20030519	0.50	128.31	64.15
187136	COBB	ZAWASKI		20030602	0.50	101.75	50.87
187136	COBB	ZAWASKI		20030616	0.50	132.50	66.25
187136	COBB	ZAWASKI		20030630	0.50	81.00	40.50
280479	COBBS	BARON		20020311	0.50	46.40	23.20
280479	COBBS	BARON		20020325	0.50	71.62	35.81
280479	COBBS	BARON		20020408	0.50	79.82	39.91
280479	COBBS	BARON		20020422	0.50	90.00	45.00
280479	COBBS	BARON		20020506	0.50	102.83	51.41
280479	COBBS	BARON		20020520	0.50	90.83	45.41
280479	COBBS	BARON		20020603	0.50	84.03	42.01
280479	COBBS	BARON		20020617	0.50	94.88	47.44
280479	COBBS	BARON		20020701	0.50	94.50	47.25
280479	COBBS	BARON		20020715	0.50	73.82	36.91
280479	COBBS	BARON		20020729	0.50	93.48	46.74
280479	COBBS	BARON		20020812	0.50	102.29	51.14
280479	COBBS	BARON		20020826	0.50	137.36	68.68
280479	COBBS	BARON		20020909	0.50	113.10	56.55
280479	COBBS	BARON		20020923	0.50	119.43	59.71
280479	COBBS	BARON		20021007	0.50	105.66	52.83
280479	COBBS	BARON		20021021	0.50	111.57	55.78
280479	COBBS	BARON		20021104	0.50	117.42	58.71
280479	COBBS	BARON		20021118	0.50	123.86	61.93
280479	COBBS	BARON		20021202	0.50	100.56	50.28
280479	COBBS	BARON		20021216	0.50	103.12	51.56
280479	COBBS	BARON		20021230	0.50	53.06	26.53
280479	COBBS	BARON		20030113	0.50	53.48	26.74
280479	COBBS	BARON		20030127	0.50	44.70	22.35
280479	COBBS	BARON		20030728	0.50	66.27	33.13
280479	COBBS	BARON		20030811	0.50	98.82	49.41
280479	COBBS	BARON		20030825	0.50	121.77	60.88
280479	COBBS	BARON		20030908	0.50	94.81	47.40
280479	COBBS	BARON		20030922	0.50	110.81	55.40
280479	COBBS	BARON		20031006	0.50	95.51	47.75
280479	COBBS	BARON		20031020	0.50	90.24	45.12
280479	COBBS	BARON		20031103	0.50	48.84	24.42
280479	COBBS	BARON		20031117	0.50	87.77	43.88
280479	COBBS	BARON		20031201	0.50	69.11	34.55
280479	COBBS	BARON		20031215	0.50	87.75	43.87
280479	COBBS	BARON		20031229	0.50	89.27	44.63
280479	COBBS	BARON		20040112	0.50	46.89	23.44
280479	COBBS	BARON		20040126	0.50	110.84	55.42
280479	COBBS	BARON		20040209	0.50	117.00	58.50
280479	COBBS	BARON		20040223	0.50	87.84	43.92
280479	COBBS	BARON		20040308	0.50	116.55	58.27
280479	COBBS	BARON		20040322	0.50	141.74	70.87
280479	COBBS	BARON		20040405	0.50	139.50	69.75
280479	COBBS	BARON		20040419	0.50	98.95	49.47
280479	COBBS	BARON		20040503	0.50	137.54	68.77

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
280479	COBBS	BARON		20040517	0.50	116.46	58.23
280479	COBBS	BARON		20040531	0.50	105.90	52.95
257033	COHEN	WILLIE		19991011	0.35	45.50	15.92
257033	COHEN	WILLIE		19991011	0.55	1.50	0.82
257033	COHEN	WILLIE		19991025	0.35	56.00	19.60
257033	COHEN	WILLIE		19991108	0.35	75.00	26.25
257033	COHEN	WILLIE		19991108	0.55	80.00	44.00
257033	COHEN	WILLIE		19991122	0.35	56.42	19.74
257033	COHEN	WILLIE		19991206	0.50	55.68	27.84
257033	COHEN	WILLIE		19991220	0.50	69.22	34.61
257033	COHEN	WILLIE		19991220	0.55	7.72	4.24
257033	COHEN	WILLIE		19991220	2.50	2.00	5.00
257033	COHEN	WILLIE		20000103	0.50	35.12	17.56
257033	COHEN	WILLIE		20000103	0.55	2.00	1.10
257033	COHEN	WILLIE		20000117	0.50	72.87	36.43
257033	COHEN	WILLIE		20000117	0.50	15.00	7.50
257033	COHEN	WILLIE		20000117	0.55	2.00	1.10
257033	COHEN	WILLIE		20000131	0.35	48.08	16.82
257033	COHEN	WILLIE		20000214	0.50	74.82	37.41
257033	COHEN	WILLIE		20000228	0.35	55.53	19.43
257033	COHEN	WILLIE		20000228	1.05	15.00	15.75
257033	COHEN	WILLIE		20000313	0.50	75.00	37.50
257033	COHEN	WILLIE		20000327	0.50	66.60	33.30
257033	COHEN	WILLIE		20000410	0.50	75.00	37.50
257033	COHEN	WILLIE		20000410	0.80	7.50	6.00
257033	COHEN	WILLIE		20000424	0.50	74.83	37.41
257033	COHEN	WILLIE		20000508	0.50	75.00	37.50
257033	COHEN	WILLIE		20000508	0.80	14.25	11.40
257033	COHEN	WILLIE		20000522	0.65	67.50	43.87
257033	COHEN	WILLIE		20000522	0.75	10.37	7.77
257033	COHEN	WILLIE		20000522	0.25	11.43	2.85
257033	COHEN	WILLIE		20000605	0.65	67.28	43.73
257033	COHEN	WILLIE		20000619	0.65	74.88	48.67
257033	COHEN	WILLIE		20000703	0.35	61.67	21.58
257033	COHEN	WILLIE		20000717	0.50	79.60	39.80
257033	COHEN	WILLIE		20000731	0.50	127.10	63.55
257033	COHEN	WILLIE		20000814	0.50	84.20	42.10
257033	COHEN	WILLIE		20000828	0.50	96.85	48.42
257033	COHEN	WILLIE		20000911	0.50	81.64	40.82
257033	COHEN	WILLIE		20000925	0.50	98.43	49.21
257033	COHEN	WILLIE		20001009	0.50	96.46	48.23
257033	COHEN	WILLIE		20001023	0.50	144.07	72.03
257033	COHEN	WILLIE		20001106	0.50	153.30	76.65
257033	COHEN	WILLIE		20001120	0.50	95.82	47.91
257033	COHEN	WILLIE		20001204	0.50	81.55	40.77
257033	COHEN	WILLIE		20001218	0.50	135.28	67.64
257033	COHEN	WILLIE		20010101	0.50	55.60	27.80
257033	COHEN	WILLIE		20010115	0.50	86.67	43.33
257033	COHEN	WILLIE		20010129	0.50	92.66	46.33
257033	COHEN	WILLIE		20010212	0.50	104.37	52.18
257033	COHEN	WILLIE		20010226	0.50	109.55	54.77
257033	COHEN	WILLIE		20010312	0.50	110.96	55.48
257033	COHEN	WILLIE		20010326	0.50	111.33	55.66
257033	COHEN	WILLIE		20010409	0.50	22.43	11.21

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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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

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AMENDMENT TO GRIEVANCE OF GARY DAVIS, #106144

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 322.95 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, 0779; C, 0081,0086; F, 1047; 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
	COHEN, WILLIE	257033	C B 41	1	10/1/99	3/28/01
MI 3	COLBERT, RASCHAUN	299840	E B 37	1	4/22/04	5/13/04
	COLE, MAURICE	236789	C 0	1	3/21/00	5/1/00
MI 3	COLEMAN, ANTONIO	298192	C B 31	3		3/17/04
MI 3	COLLIER, ROBERT	182535	C A 23	3	12/8/03	1/5/03
	COLLINS, TIMOTHY	196721	S B 5	1	2/15/00	7/24/00
MI 2	COMMANDER, KEVIN	280413	C A 31	1	1/9/02	11/25/02
	CONCEPCION, MARIO	278285	E A 30	2	11/26/01	3/1/02
	CONSTANCE, WILLIAM	110613	C A 3	1	6/15/00	2/22/01
	CONYERS, ANTHONY	260100	C 0	1	11/4/99	4/1/00
	COOK, DARRELL	228677	E A 27	2	4/19/02	4/25/02
MI 2	COOPER, KAMATHENE	145333	C A 9	1	8/10/01	6/24/04
	COOPER, MATTHEW	258323	C B 45	1	6/29/01	7/15/02
	CORBITT, ROY	197503	C B 30	1	9/13/99	4/25/01
MI 3	CORLEY, FRANK	292975	C A 26	1	12/8/03	6/24/04
	COUNCIL, THOMAS	269534	E B 13	1	6/7/01	6/19/01
	COWARD, STANLEY	243320	C A 27	2	8/17/01	3/22/02
	COWICK, RICHARD	199122	C B 11	1	9/22/00	5/24/01
	COWLING, ANTHONY	222026	C B 36	1	3/21/00	6/20/00
	CRAFT, DAVID	226320	C X 0	1	11/10/99	2/22/00
	CRAIN, DONALD	145253	C 0	1	12/5/99	4/19/00
	CRIPPEN, SHAWN	280889	S B 35	1	1/18/02	3/13/02
MI 3	CROCKER, TERRY	296514	S A 30	1	3/17/04	3/19/04
	CROLLEY, MICHAEL	259198	C B 17	1	11/3/99	8/23/00
MI 3	CRUZ, G	250136	C A 0	0		10/11/99
	CUDD, JASON	240049	E A 6	2	3/22/02	4/1/02
MI 3	CUMMINGS, GLADSTONE	267450	C A 47	1	7/17/00	6/16/03
MI 3	CURTIS, CLIFTON	252356	S B 39	2	8/26/02	11/14/02
	CURTIS, PATRICK	175139	C A 18	2	10/4/01	3/22/02
	DAISE, BENJAMIN	219089	M X 0	2	1/12/00	12/18/01
MI 2	DALY, LORENZO	120387	C B 1	1	3/2/01	5/2/03
	DANGERFIELD, HERMAN	280334	S B 60	1	1/14/02	3/12/02
MI 3	DANIELS, B	253205	C A 0	0		12/20/99
MI 2	DANIELS, CECIL	249013	C B 29	1	6/1/01	9/30/02
	DANIELS, DONELL	235471	A B 10	1	5/1/01	5/11/01
MI 3	DANIELS, J	261493	C A 0	0		12/20/99
MI 3	DANIELS, QUINTIN	196284	C B 45	1	3/23/02	6/24/04
MI 2	DAVIS, BRUCE	254740	C B 33	2	3/29/00	10/7/02
	DAVIS, CURTIS	238776	C B 64	1	10/17/00	6/19/02
	DAVIS, FITZGERALD	242856	C 0	1	10/13/99	5/8/00
	DAVIS, GARY	106144	A A 9	1	8/2/01	11/15/01
	DAVIS, GREGORY	235247	M X 0	0	1/6/00	12/10/01
	DAVIS, JOSEPH	266394	S B 54	1	6/27/00	9/13/00
	DAVIS, LEON	259350	M X 0	2	7/28/00	12/8/00
	DAVIS, SETH	276961	C B 27	2	8/17/01	3/26/02

PLAINTIFF'S EXHIBIT 4

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A - 0779
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

000126

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
242856	DAVIS	FITZGERALD		19991108	0.35	71.00	24.85
242856	DAVIS	FITZGERALD		19991108	0.55	13.75	7.56
242856	DAVIS	FITZGERALD		19991122	0.35	57.00	19.95
242856	DAVIS	FITZGERALD		19991206	0.35	42.00	14.70
242856	DAVIS	FITZGERALD		19991206	0.55	5.00	2.75
242856	DAVIS	FITZGERALD		19991220	0.50	71.15	35.57
242856	DAVIS	FITZGERALD		19991220	0.55	16.70	9.18
242856	DAVIS	FITZGERALD		19991220	2.50	2.00	5.00
242856	DAVIS	FITZGERALD		20000103	0.50	36.13	18.06
242856	DAVIS	FITZGERALD		20000117	0.50	15.00	7.50
242856	DAVIS	FITZGERALD		20000117	0.50	72.98	36.49
242856	DAVIS	FITZGERALD		20000117	0.55	4.00	2.20
242856	DAVIS	FITZGERALD		20000131	0.50	64.88	32.44
242856	DAVIS	FITZGERALD		20000214	0.50	75.00	37.50
242856	DAVIS	FITZGERALD		20000228	0.50	67.50	33.75
242856	DAVIS	FITZGERALD		20000228	1.05	15.00	15.75
242856	DAVIS	FITZGERALD		20000313	0.50	75.00	37.50
242856	DAVIS	FITZGERALD		20000327	0.50	74.13	37.06
242856	DAVIS	FITZGERALD		20000410	0.50	75.00	37.50
242856	DAVIS	FITZGERALD		20000424	0.35	55.08	19.27
242856	DAVIS	FITZGERALD		20000508	0.50	70.57	35.28
106144	DAVIS	GARY	EDWIN	20010910	0.50	34.51	17.25
106144	DAVIS	GARY	EDWIN	20010924	0.50	58.65	29.32
106144	DAVIS	GARY	EDWIN	20011008	0.50	84.64	42.32
106144	DAVIS	GARY	EDWIN	20011022	0.50	74.25	37.12
106144	DAVIS	GARY	EDWIN	20011105	0.50	42.41	21.20
106144	DAVIS	GARY	EDWIN	20011119	0.50	28.49	14.24
235247	DAVIS	GREGORY		20000131	0.35	67.50	23.62
235247	DAVIS	GREGORY		20000214	0.50	74.42	37.21
235247	DAVIS	GREGORY		20000228	0.50	59.83	29.91
235247	DAVIS	GREGORY		20000228	0.35	16.00	5.60
235247	DAVIS	GREGORY		20000313	0.50	75.00	37.50
235247	DAVIS	GREGORY		20000313	0.35	20.00	7.00
235247	DAVIS	GREGORY		20000327	0.50	67.50	33.75
235247	DAVIS	GREGORY		20000327	0.35	20.00	7.00
235247	DAVIS	GREGORY		20000410	0.35	66.50	23.27
235247	DAVIS	GREGORY		20000424	0.35	45.00	15.75
235247	DAVIS	GREGORY		20000424	0.35	12.00	4.20
235247	DAVIS	GREGORY		20000508	0.50	66.50	33.25
235247	DAVIS	GREGORY		20000508	0.35	18.00	6.30
235247	DAVIS	GREGORY		20000522	0.50	67.50	33.75
235247	DAVIS	GREGORY		20000522	0.80	7.50	6.00
235247	DAVIS	GREGORY		20000522	0.35	20.00	7.00
235247	DAVIS	GREGORY		20000522	0.20	22.25	4.45
235247	DAVIS	GREGORY		20000605	0.50	67.50	33.75
235247	DAVIS	GREGORY		20000605	0.35	18.00	6.30
235247	DAVIS	GREGORY		20000619	0.70	10.00	7.00
235247	DAVIS	GREGORY		20000619	0.50	75.00	37.50
235247	DAVIS	GREGORY		20000703	0.50	60.00	30.00
235247	DAVIS	GREGORY		20000703	0.55	11.00	6.05
235247	DAVIS	GREGORY		20000703	0.35	24.00	8.40
235247	DAVIS	GREGORY		20000717	0.50	80.10	40.05
235247	DAVIS	GREGORY		20000731	0.50	80.10	40.05
235247	DAVIS	GREGORY		20000814	0.50	100.35	50.17

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PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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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

5350

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 PERRY DEVEAUX, #109601

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; 176.21 hours in 2000 at $10.66 per hour; 695.08 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 335.27 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.

Perry Deveaux 2/21/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0780; C, 0081,0086; F, 1053; 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
	DAVIS, STANLEY	256626	C A 18	1	8/29/01	4/30/02
	DAVIS, TYRELL	170219	M X 0	2	1/4/00	4/20/01
	DAWKINS, EZACHINS	246857	C A 25	1	10/18/00	7/25/01
	DEAS, RUSSELL	211860	C A 18	1	8/24/01	8/20/02
MI 3	DEMPSEY, HEYWARD	134171	C B 51	1	7/11/00	6/26/03
MI 2	DEMPSEY, JOHN	258310	S B 46	2	8/12/02	8/26/02
MI 3	DENNEY, PHILLIP	240678	C A 8	1	3/30/04	6/24/04
MI 3	DENNIS, MATTHEW C.	301578	E B 32	3	6/2/04	6/14/04
	DERAM, PHILIP	232691	C A 10	1	4/18/01	9/19/01
	DEVEAUX, PERRY	109601	C A 17	3	7/29/02	7/30/02
	DEVLIN, JAMES	268959	C B 36	1	10/16/00	3/5/01
	DEWEES, MELVIN	191307	C 0	1	11/4/99	2/10/00
MI 3	DEWEY, DANIEL	276678	C A 39	2	8/10/01	12/10/02
	DIAZ, FAUSTO	276602	C B 19	1	8/14/01	1/8/02
MI 3	DIAZ, I	198244	C A 0	0		9/13/99
	DICKEY, JASON	219609	C B 23	1	7/21/00	12/1/00
	DIFFENDERFER, WILLIAM	191912	E B 29	2	10/22/01	10/31/01
	DINKINS, JOSEPH	259116	C 0	1	11/4/99	3/15/00
	DIXON, WILLIAM	258356	C 0	1	8/5/99	2/9/00
ME 3	DOBY, ROBERT	229457	E B 30	2	2/8/02	2/8/02
	DOCTOR, TREVOR	255228	M X 0	2	1/6/00	12/18/01
	DOE, VERDELL	262814	C A 36	1	1/24/00	6/14/00
	DORNBUSCH, MICHAEL	259873	C B 6	1	10/4/99	5/31/00
MI 2	DORSEY, HERBERT	219809	C A 55	1	1/2/00	11/5/03
	DOYLE, KEVIN	282833	C A 30	1	4/29/02	5/2/02
	DRAGOO, TIMOTHY	271960	C A 27	2	3/5/01	4/5/01
	DREW, SHERMAN	257934	C B 55	1	5/1/00	9/29/00
MI 1B	DRUMMOND, CALVIN	236322	C B 38	1	2/6/04	3/23/04
	DUGGINS, DENNIS	257406	C B 9	1	8/17/01	7/1/02
	DUKES, ALFONSO	235546	A B 64	1	5/31/00	6/7/00
MI 3	DUNCAN, JOHN	277563	S B 13	1	9/14/01	1/9/03
MI 3	DUNN, COREY	291392	E B 33	1	7/10/03	7/14/03
	DURANT, DONTREIA	257513	C A 14	1	12/7/00	1/2/01
MI 3	DURHAM, JEROME	270393	C B 35	1	12/4/00	6/26/03
MI 3	DURHAM, PAUL	219573	C B 36	1	3/15/04	6/24/04
MI 3	EADY, JOHNNY	118625	W A120	1	6/26/03	7/2/03
	EATON, RICHARD	259168	C 0	1	5/1/00	5/8/00
	EDENFIELD, CHARLES	249361	C B 22	1	5/15/00	11/27/00
MI 3	EDGAR, HARLON	261866	C A 33	1	10/13/00	12/16/03
MI 3	EDGAR, HARLON	261866	C A 33	1	6/7/04	6/24/04
	EDWARDS, GREGORY	196188	C 0	1	2/15/00	2/23/00
	EGLETON, MAURICE	229563	C A 55	1	10/22/99	9/7/00
MI 3	EIGNER, KEITH	299153	C B 57	1	3/30/04	5/14/04
MI 1B	ELDER, WILLIE	246208	C B 12	1	1/9/02	6/24/04
	ELLIOTT, RODNEY	251337	C 0	1	11/4/99	2/1/00
	ELLIS, BARRY	285034	S B 63	2	8/19/02	8/22/02

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PLAINTIFF'S EXHIBIT A

A - 0780
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
232691	DERAM	PHILLIP		20010924	0.50	31.09	15.54
109601	DEVEAUX	PERRY	-	20001120	0.50	44.46	22.23
109601	DEVEAUX	PERRY	-	20001204	0.50	37.73	18.86
109601	DEVEAUX	PERRY	-	20001218	0.50	56.79	28.39
109601	DEVEAUX	PERRY	-	20010101	0.50	37.23	18.61
109601	DEVEAUX	PERRY	-	20010115	0.50	59.95	29.97
109601	DEVEAUX	PERRY	-	20010129	0.50	65.53	32.76
109601	DEVEAUX	PERRY	-	20010212	0.50	67.50	33.75
109601	DEVEAUX	PERRY	-	20010226	0.50	75.21	37.60
109601	DEVEAUX	PERRY	-	20010312	0.50	67.50	33.75
109601	DEVEAUX	PERRY	-	20010409	0.50	27.38	13.69
109601	DEVEAUX	PERRY	-	20010507	0.50	15.75	7.87
109601	DEVEAUX	PERRY	-	20010521	0.50	70.26	35.13
109601	DEVEAUX	PERRY	-	20010604	0.50	81.22	40.61
109601	DEVEAUX	PERRY	-	20010618	0.50	69.33	34.66
109601	DEVEAUX	PERRY	-	20010702	0.50	95.45	47.72
109601	DEVEAUX	PERRY	-	20010716	0.50	59.63	29.81
109601	DEVEAUX	PERRY	-	20010730	0.50	96.72	48.36
109601	DEVEAUX	PERRY	-	20010813	0.50	93.77	46.88
109601	DEVEAUX	PERRY	-	20010827	0.50	22.15	11.07
109601	DEVEAUX	PERRY	-	20020603	0.50	47.25	23.62
109601	DEVEAUX	PERRY	-	20020617	0.50	15.75	7.87
268959	DEVLIN	JAMES	LAMAR	20001023	0.50	17.08	8.54
268959	DEVLIN	JAMES	LAMAR	20001106	0.50	78.46	39.23
268959	DEVLIN	JAMES	LAMAR	20001120	0.50	46.33	23.16
268959	DEVLIN	JAMES	LAMAR	20001204	0.50	34.07	17.03
268959	DEVLIN	JAMES	LAMAR	20001218	0.50	113.41	56.70
268959	DEVLIN	JAMES	LAMAR	20010101	0.50	36.85	18.42
268959	DEVLIN	JAMES	LAMAR	20010115	0.50	63.06	31.53
268959	DEVLIN	JAMES	LAMAR	20010129	0.50	68.64	34.32
268959	DEVLIN	JAMES	LAMAR	20010212	0.50	44.37	22.18
268959	DEVLIN	JAMES	LAMAR	20010226	0.50	63.18	31.59
268959	DEVLIN	JAMES	LAMAR	20010312	0.50	5.84	2.92
191307	DEWEES	MELVIN		19991108	0.35	15.00	5.25
191307	DEWEES	MELVIN		19991122	0.35	62.92	22.02
191307	DEWEES	MELVIN		19991206	0.35	26.30	9.20
191307	DEWEES	MELVIN		19991220	0.35	67.15	23.50
191307	DEWEES	MELVIN		19991220	2.50	2.00	5.00
191307	DEWEES	MELVIN		20000103	0.35	16.22	5.67
191307	DEWEES	MELVIN		20000117	0.35	64.47	22.56
191307	DEWEES	MELVIN		20000131	0.35	59.00	20.65
191307	DEWEES	MELVIN		20000131	0.15	64.47	9.67
191307	DEWEES	MELVIN		20000214	0.35	59.58	20.85
276678	DEWEY	DANIEL		20010827	0.50	52.36	26.18
276678	DEWEY	DANIEL		20010910	0.50	47.25	23.62
276678	DEWEY	DANIEL		20010924	0.50	52.50	26.25
276678	DEWEY	DANIEL		20011008	0.50	75.00	37.50
276678	DEWEY	DANIEL		20011022	0.50	75.00	37.50
276678	DEWEY	DANIEL		20011105	0.50	75.00	37.50
276678	DEWEY	DANIEL		20011119	0.50	79.50	39.75
276678	DEWEY	DANIEL		20011203	0.50	63.68	31.84
276678	DEWEY	DANIEL		20011217	0.50	100.00	50.00
276678	DEWEY	DANIEL		20011231	0.50	45.00	22.50
276678	DEWEY	DANIEL		20020114	0.50	63.00	31.50

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PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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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

AMENDMENT TO GRIEVANCE OF CALVIN DRUMMOND, #236322

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 3397.43 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, 0780; C, 0081,0086; F, 1059; 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
	DAVIS, STANLEY	256626	C A 18	1	8/29/01	4/30/02
	DAVIS, TYRELL	170219	MX 0	2	1/4/00	4/20/01
	DAWKINS, EZACHINS	246857	C A 25	1	10/18/00	7/25/01
	DEAS, RUSSELL	211860	C A 18	1	8/24/01	8/20/02
MI 3	DEMPSEY, HEYWARD	134171	C B 51	1	7/11/00	6/26/03
MI 2	DEMPSEY, JOHN	258310	S B 46	2	8/12/02	8/26/02
MI 3	DENNEY, PHILLIP	240678	C A 8	1	3/30/04	6/24/04
MI 3	DENNIS, MATTHEW C.	301578	E B 32	3	6/2/04	6/14/04
	DERAM, PHILIP	232691	C A 10	1	4/18/01	9/19/01
	DEVEAUX, PERRY	109601	C A 17	3	7/29/02	7/30/02
	DEVLIN, JAMES	268959	C B 36	1	10/16/00	3/5/01
	DEWEES, MELVIN	191307	C 0	1	11/4/99	2/10/00
MI 3	DEWEY, DANIEL	276678	C A 39	2	8/10/01	12/10/02
	DIAZ, FAUSTO	276602	C B 19	1	8/14/01	1/8/02
MI 3	DIAZ, I	198244	C A 0	0		9/13/99
	DICKEY, JASON	219609	C B 23	1	7/21/00	12/1/00
	DIFFENDERFER, WILLIAM	191912	E B 29	2	10/22/01	10/31/01
	DINKINS, JOSEPH	259116	C 0	1	11/4/99	3/15/00
	DIXON, WILLIAM	258356	C 0	1	8/5/99	2/9/00
ME 3	DOBY, ROBERT	229457	E B 30	2	2/8/02	2/8/02
	DOCTOR, TREVOR	255228	MX 0	2	1/6/00	12/18/01
	DOE, VERDELL	262814	C A 36	1	1/24/00	6/14/00
	DORNBUSCH, MICHAEL	259873	C B 6	1	10/4/99	5/31/00
MI 2	DORSEY, HERBERT	219809	C A 55	1	1/2/00	11/5/03
	DOYLE, KEVIN	282833	C A 30	1	4/29/02	5/2/02
	DRAGOO, TIMOTHY	271960	C A 27	2	3/5/01	4/5/01
	DREW, SHERMAN	257934	C B 55	1	5/1/00	9/29/00
MI 1B	DRUMMOND, CALVIN	236322	C B 38	1	2/6/04	3/23/04
	DUGGINS, DENNIS	257406	C B 9	1	8/17/01	7/1/02
	DUKES, ALFONSO	235546	A B 64	1	5/31/00	6/7/00
MI 3	DUNCAN, JOHN	277563	S B 13	1	9/14/01	1/9/03
MI 3	DUNN, COREY	291392	E B 33	1	7/10/03	7/14/03
	DURANT, DONTREIA	257513	C A 14	1	12/7/00	1/2/01
MI 3	DURHAM, JEROME	270393	C B 35	1	12/4/00	6/26/03
MI 3	DURHAM, PAUL	219573	C B 36	1	3/15/04	6/24/04
MI 3	EADY, JOHNNY	118625	WA120	1	6/26/03	7/2/03
	EATON, RICHARD	259168	C 0	1	5/1/00	5/8/00
	EDENFIELD, CHARLES	249361	C B 22	1	5/15/00	11/27/00
MI 3	EDGAR, HARLON	261866	C A 33	1	10/13/00	12/16/03
MI 3	EDGAR, HARLON	261866	C A 33	1	6/7/04	6/24/04
	EDWARDS, GREGORY	196188	C 0	1	2/15/00	2/23/00
	EGLETON, MAURICE	229563	C A 55	1	10/22/99	9/7/00
MI 3	EIGNER, KEITH	299153	C B 57	1	3/30/04	5/14/04
MI 1B	ELDER, WILLIE	246208	C B 12	1	1/9/02	6/24/04
	ELLIOTT, RODNEY	251337	C 0	1	11/4/99	2/1/00
	ELLIS, BARRY	285034	S B 63	2	8/19/02	8/22/02

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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.

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

00026

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

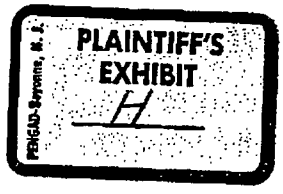
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean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

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

AMENDMENT TO GRIEVANCE OF WILLIE ELDER, #246208

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 6040.85 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, 0780; C, 0081,0086; F, 1064-1065; 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.

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.

5368



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

5370

AMENDMENT TO GRIEVANCE OF ANTHONY ENGLISH, #238474

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; 927.73 hours in 2000 at $10.66 per hour; 1699.51 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 6333.72 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 T. English 2/5/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1066-1067; 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	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/03
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
MI 3	FORTUANATO, J.	261367	C A 0	0		11/22/99
MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
	FRANKLIN, BILLY	241188	C A 20	2	4/6/00	7/27/00
	FRAZIER, ANTHONY	262001	M X 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	M X 0	2	1/6/00	12/20/01
	FRAZIER, WILLIE	244002	A B 61	1	6/27/00	8/21/00
	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

PLAINTIFF'S EXHIBIT A

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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

006126

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
251337	ELLIOTT	RODNEY		19991220	0.35	66.08	23.12
251337	ELLIOTT	RODNEY		19991220	2.50	2.00	5.00
251337	ELLIOTT	RODNEY		20000103	0.50	32.78	16.39
251337	ELLIOTT	RODNEY		20000117	0.35	61.10	21.38
251337	ELLIOTT	RODNEY		20000117	0.55	5.38	2.95
251337	ELLIOTT	RODNEY		20000117	0.50	7.50	3.75
251337	ELLIOTT	RODNEY		20000117	0.55	2.00	1.10
251337	ELLIOTT	RODNEY		20000131	0.35	58.18	20.36
251337	ELLIOTT	RODNEY		20011008	0.50	87.60	43.80
285034	ELLIS	BARRY		20020826	0.50	11.21	5.60
238474	ENGLISH	ANTHONY		20000731	0.50	63.84	31.92
238474	ENGLISH	ANTHONY		20000731	0.50	37.96	18.98
238474	ENGLISH	ANTHONY		20000814	0.50	47.04	23.52
238474	ENGLISH	ANTHONY		20000828	0.50	74.83	37.41
238474	ENGLISH	ANTHONY		20000911	0.50	66.53	33.26
238474	ENGLISH	ANTHONY		20000925	0.50	79.35	39.67
238474	ENGLISH	ANTHONY		20001009	0.50	85.34	42.67
238474	ENGLISH	ANTHONY		20001023	0.50	112.20	56.10
238474	ENGLISH	ANTHONY		20001106	0.50	78.28	39.14
238474	ENGLISH	ANTHONY		20001120	0.50	75.15	37.57
238474	ENGLISH	ANTHONY		20001204	0.50	52.92	26.46
238474	ENGLISH	ANTHONY		20001204	1.64	2.00	3.28
238474	ENGLISH	ANTHONY		20001218	0.50	133.68	66.84
238474	ENGLISH	ANTHONY		20010101	0.50	18.61	9.30
238474	ENGLISH	ANTHONY		20010115	0.50	114.35	57.17
238474	ENGLISH	ANTHONY		20010129	0.50	168.18	84.09
238474	ENGLISH	ANTHONY		20010212	0.50	117.83	58.91
238474	ENGLISH	ANTHONY		20010226	0.50	113.97	56.98
238474	ENGLISH	ANTHONY		20010312	0.50	110.52	55.26
238474	ENGLISH	ANTHONY		20010326	0.50	116.55	58.27
238474	ENGLISH	ANTHONY		20010409	0.50	183.03	91.51
238474	ENGLISH	ANTHONY		20010423	0.50	144.10	72.05
238474	ENGLISH	ANTHONY		20010507	0.50	145.25	72.62
238474	ENGLISH	ANTHONY		20010521	0.50	134.35	67.17
238474	ENGLISH	ANTHONY		20010604	0.50	76.20	38.10
238474	ENGLISH	ANTHONY		20010618	0.50	119.67	59.83
238474	ENGLISH	ANTHONY		20010702	0.50	155.51	77.75
238474	ENGLISH	ANTHONY		20010716	0.50	171.37	85.68
238474	ENGLISH	ANTHONY		20010730	0.50	116.57	58.28
238474	ENGLISH	ANTHONY		20010813	0.50	179.37	89.68
238474	ENGLISH	ANTHONY		20010827	0.50	119.80	59.90
238474	ENGLISH	ANTHONY		20010910	0.50	142.50	71.25
238474	ENGLISH	ANTHONY		20010924	0.50	194.59	97.29
238474	ENGLISH	ANTHONY		20011008	0.50	216.87	108.43
238474	ENGLISH	ANTHONY		20011022	0.50	136.85	68.42
238474	ENGLISH	ANTHONY		20011105	0.50	132.91	66.45
238474	ENGLISH	ANTHONY		20011119	0.50	177.99	88.99
238474	ENGLISH	ANTHONY		20011203	0.50	116.20	58.10
238474	ENGLISH	ANTHONY		20011217	0.50	146.42	73.21
238474	ENGLISH	ANTHONY		20011231	0.50	86.73	43.36
238474	ENGLISH	ANTHONY		20020114	0.50	110.30	55.15
238474	ENGLISH	ANTHONY		20020128	0.50	139.14	69.57
238474	ENGLISH	ANTHONY		20020211	0.50	143.62	71.81
238474	ENGLISH	ANTHONY		20020225	0.50	149.23	74.61

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
238474	ENGLISH	ANTHONY		20020311	0.50	132.47	66.23
238474	ENGLISH	ANTHONY		20020325	0.50	144.30	72.15
238474	ENGLISH	ANTHONY		20020408	0.50	55.38	27.69
238474	ENGLISH	ANTHONY		20020422	0.50	173.19	86.59
238474	ENGLISH	ANTHONY		20020506	0.50	141.36	70.68
238474	ENGLISH	ANTHONY		20020520	0.50	124.60	62.30
238474	ENGLISH	ANTHONY		20020603	0.50	67.52	33.76
238474	ENGLISH	ANTHONY		20020617	0.50	116.62	58.31
238474	ENGLISH	ANTHONY		20020701	0.50	103.48	51.74
238474	ENGLISH	ANTHONY		20020715	0.50	84.63	42.31
238474	ENGLISH	ANTHONY		20020729	0.50	136.60	68.30
238474	ENGLISH	ANTHONY		20020812	0.50	113.71	56.85
238474	ENGLISH	ANTHONY		20020826	0.50	74.06	37.03
238474	ENGLISH	ANTHONY		20020909	0.50	133.84	66.92
238474	ENGLISH	ANTHONY		20020923	0.50	147.20	73.60
238474	ENGLISH	ANTHONY		20021007	0.50	140.49	70.24
238474	ENGLISH	ANTHONY		20021021	0.50	131.24	65.62
238474	ENGLISH	ANTHONY		20021104	0.50	131.80	65.90
238474	ENGLISH	ANTHONY		20021118	0.50	115.55	57.77
238474	ENGLISH	ANTHONY		20021202	0.50	117.74	58.87
238474	ENGLISH	ANTHONY		20021216	0.50	124.34	62.17
238474	ENGLISH	ANTHONY		20021230	0.50	64.48	32.24
238474	ENGLISH	ANTHONY		20030113	0.50	72.68	36.34
238474	ENGLISH	ANTHONY		20030127	0.50	97.07	48.53
238474	ENGLISH	ANTHONY		20030210	0.50	86.98	43.49
238474	ENGLISH	ANTHONY		20030224	0.50	93.69	46.84
238474	ENGLISH	ANTHONY		20030310	0.50	96.44	48.22
238474	ENGLISH	ANTHONY		20030324	0.50	79.25	39.62
238474	ENGLISH	ANTHONY		20030407	0.50	75.28	37.64
238474	ENGLISH	ANTHONY		20030421	0.50	114.08	57.04
238474	ENGLISH	ANTHONY		20030505	0.50	56.34	28.17
238474	ENGLISH	ANTHONY		20030519	0.50	79.77	39.88
238474	ENGLISH	ANTHONY		20031103	0.50	39.29	19.64
238474	ENGLISH	ANTHONY		20031103	0.50	34.66	17.33
238474	ENGLISH	ANTHONY		20031103	0.50	35.13	17.56
238474	ENGLISH	ANTHONY		20031103	0.50	17.50	8.75
238474	ENGLISH	ANTHONY		20031103	0.50	17.50	8.75
238474	ENGLISH	ANTHONY		20031103	0.50	17.50	8.75
238474	ENGLISH	ANTHONY		20031103	0.50	17.50	8.75
238474	ENGLISH	ANTHONY		20031103	0.50	17.50	8.75
238474	ENGLISH	ANTHONY		20031117	0.50	37.29	18.64
238474	ENGLISH	ANTHONY		20031201	0.50	57.25	28.62
238474	ENGLISH	ANTHONY		20031215	0.50	53.68	26.84
238474	ENGLISH	ANTHONY		20031229	0.50	18.42	9.21
238474	ENGLISH	ANTHONY		20040112	0.50	17.50	8.75
238474	ENGLISH	ANTHONY		20040126	0.50	46.36	23.18
270837	ENOCH	J.	C.	20010423	0.50	49.86	24.93
270837	ENOCH	J.	C.	20010507	0.50	46.66	23.33
270837	ENOCH	J.	C.	20010521	0.50	42.47	21.23
270837	ENOCH	J.	C.	20010604	0.50	61.13	30.56
270837	ENOCH	J.	C.	20010618	0.50	42.22	21.11
270837	ENOCH	J.	C.	20010702	0.50	77.55	38.77
270837	ENOCH	J.	C.	20010716	0.50	37.63	18.81
270837	ENOCH	J.	C.	20010730	0.50	67.40	33.70

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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PENGAD-Bayonne, N.J.
PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

AMENDMENT TO GRIEVANCE OF JAMES ENRIQUEZ, #215539

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

(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1068; 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	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/03
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
MI 3	FORTUANATO, J.	261367	C A 0	0		11/22/99
MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
	FRANKLIN, BILLY	241188	C A 20	2	4/6/00	7/27/00
	FRAZIER, ANTHONY	262001	M X 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	M X 0	2	1/6/00	12/20/01
	FRAZIER, WILLIE	244002	A B 61	1	6/27/00	8/21/00
	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

PLAINTIFF'S EXHIBIT A

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A - 0781
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

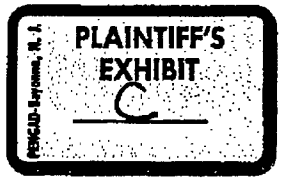
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or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

ARTICLE 4 General Terms and Conditions:

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

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

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00626

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
270837	ENOCH	J.	C.	20010813	0.50	78.08	39.04
270837	ENOCH	J.	C.	20010827	0.50	44.25	22.12
215539	ENRIQUEZ	JAMES		20000731	0.50	34.66	17.33
215539	ENRIQUEZ	JAMES		20000731	0.50	40.74	20.37
215539	ENRIQUEZ	JAMES		20000814	0.50	8.76	4.38
215539	ENRIQUEZ	JAMES		20000925	0.50	29.52	14.76
215539	ENRIQUEZ	JAMES		20001009	0.50	30.53	15.26
215539	ENRIQUEZ	JAMES		20001023	0.50	21.62	10.81
215539	ENRIQUEZ	JAMES		20001106	0.50	2.71	1.35
170059	EPPS	CLEMMON		20020408	0.50	10.50	5.25
236907	ERVIN	WILLIE	JAMES	19990913	0.35	71.75	25.11
236907	ERVIN	WILLIE	JAMES	19990913	0.55	14.50	7.97
236907	ERVIN	WILLIE	JAMES	19990927	0.35	36.00	12.60
236907	ERVIN	WILLIE	JAMES	19990927	0.55	5.75	3.16
236907	ERVIN	WILLIE	JAMES	19991011	0.50	6.50	3.25
236907	ERVIN	WILLIE	JAMES	19991206	0.40	7.90	3.16
236907	ERVIN	WILLIE	JAMES	20010101	0.50	21.11	10.55
236907	ERVIN	WILLIE	JAMES	20010115	0.50	21.78	10.89
216061	ESPRIT	ANTHONY		20000228	0.50	26.52	13.26
216061	ESPRIT	ANTHONY		20000228	0.55	7.50	4.12
216061	ESPRIT	ANTHONY		20000228	1.05	7.50	7.87
216061	ESPRIT	ANTHONY		20000313	0.50	73.15	36.57
216061	ESPRIT	ANTHONY		20000313	0.55	6.50	3.57
216061	ESPRIT	ANTHONY		20000327	0.50	67.60	33.80
216061	ESPRIT	ANTHONY		20000327	0.80	7.50	6.00
216061	ESPRIT	ANTHONY		20000410	0.50	74.90	37.45
216061	ESPRIT	ANTHONY		20000410	0.55	2.27	1.24
216061	ESPRIT	ANTHONY		20000410	0.80	15.00	12.00
216061	ESPRIT	ANTHONY		20000424	0.50	75.00	37.50
216061	ESPRIT	ANTHONY		20000424	0.55	22.37	12.30
216061	ESPRIT	ANTHONY		20000508	0.50	75.00	37.50
216061	ESPRIT	ANTHONY		20000508	0.55	25.45	13.99
216061	ESPRIT	ANTHONY		20000508	0.25	14.40	3.60
216061	ESPRIT	ANTHONY		20000522	0.50	67.50	33.75
216061	ESPRIT	ANTHONY		20000522	0.55	40.82	22.45
216061	ESPRIT	ANTHONY		20000522	0.25	21.72	5.43
216061	ESPRIT	ANTHONY		20000605	0.50	67.50	33.75
216061	ESPRIT	ANTHONY		20000605	0.55	26.12	14.36
216061	ESPRIT	ANTHONY		20000605	0.25	14.17	3.54
216061	ESPRIT	ANTHONY		20000703	0.50	60.00	30.00
216061	ESPRIT	ANTHONY		20000703	0.55	22.50	12.37
216061	ESPRIT	ANTHONY		20000703	0.35	7.50	2.62
216061	ESPRIT	ANTHONY		20000703	0.25	15.00	3.75
216061	ESPRIT	ANTHONY		20000717	0.50	90.63	45.31
216061	ESPRIT	ANTHONY		20000731	0.50	126.08	63.04
216061	ESPRIT	ANTHONY		20000814	0.50	67.22	33.61
216061	ESPRIT	ANTHONY		20000828	0.50	74.15	37.07
216061	ESPRIT	ANTHONY		20000911	0.50	65.31	32.65
216061	ESPRIT	ANTHONY		20000925	0.50	145.49	72.74
216061	ESPRIT	ANTHONY		20001009	0.50	133.52	66.76
216061	ESPRIT	ANTHONY		20001023	0.50	183.54	91.77
216061	ESPRIT	ANTHONY		20001106	0.50	189.00	94.50
216061	ESPRIT	ANTHONY		20001120	0.50	158.70	79.35
216061	ESPRIT	ANTHONY		20001204	0.50	141.93	70.96

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PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

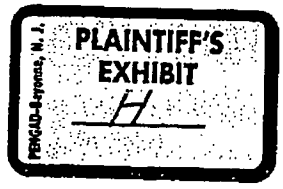
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean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

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

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

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

5385



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

5387

AMENDMENT TO GRIEVANCE OF KERLAN ETHEREDGE, #236635

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; 799.94 hours in 2000 at $10.66 per hour; 1087.32 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1812.60 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1070; 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	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/03
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
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MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
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	FRAZIER, ANTHONY	262001	MX 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	MX 0	2	1/6/00	12/20/01
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	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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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:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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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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PLAINTIFF'S EXHIBIT C

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
256707	ESTRICH	TOMMY		20000214	0.35	30.00	10.50
236635	ETHEREDGE	KIRLAN		20000731	0.50	104.44	52.22
236635	ETHEREDGE	KIRLAN		20000814	0.50	41.20	20.60
236635	ETHEREDGE	KIRLAN		20000828	0.50	84.37	42.18
236635	ETHEREDGE	KIRLAN		20000911	0.50	30.87	15.43
236635	ETHEREDGE	KIRLAN		20000925	0.50	66.48	33.24
236635	ETHEREDGE	KIRLAN		20001009	0.50	42.07	21.03
236635	ETHEREDGE	KIRLAN		20001023	0.50	100.47	50.23
236635	ETHEREDGE	KIRLAN		20001106	0.50	77.08	38.54
236635	ETHEREDGE	KIRLAN		20001120	0.50	81.07	40.53
236635	ETHEREDGE	KIRLAN		20001204	0.50	55.91	27.95
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236635	ETHEREDGE	KIRLAN		20010115	0.50	78.90	39.45
236635	ETHEREDGE	KIRLAN		20010129	0.50	53.33	26.66
236635	ETHEREDGE	KIRLAN		20010212	0.50	99.72	49.86
236635	ETHEREDGE	KIRLAN		20010226	0.50	84.46	42.23
236635	ETHEREDGE	KIRLAN		20010312	0.50	59.70	29.85
236635	ETHEREDGE	KIRLAN		20010326	0.50	67.17	33.58
236635	ETHEREDGE	KIRLAN		20010409	0.50	78.00	39.00
236635	ETHEREDGE	KIRLAN		20010423	0.50	97.47	48.73
236635	ETHEREDGE	KIRLAN		20010507	0.50	88.95	44.47
236635	ETHEREDGE	KIRLAN		20010521	0.50	95.00	47.50
236635	ETHEREDGE	KIRLAN		20010604	0.50	81.81	40.90
236635	ETHEREDGE	KIRLAN		20010618	0.50	101.81	50.90
236635	ETHEREDGE	KIRLAN		20010702	0.50	101.00	50.50
236635	ETHEREDGE	KIRLAN		20010716	0.50	83.47	41.73
236635	ETHEREDGE	KIRLAN		20010730	0.50	115.13	57.56
236635	ETHEREDGE	KIRLAN		20010813	0.50	131.31	65.65
236635	ETHEREDGE	KIRLAN		20010827	0.50	126.01	63.00
236635	ETHEREDGE	KIRLAN		20010910	0.50	97.37	48.68
236635	ETHEREDGE	KIRLAN		20010924	0.50	114.55	57.27
236635	ETHEREDGE	KIRLAN		20011008	0.50	123.72	61.86
236635	ETHEREDGE	KIRLAN		20011022	0.50	138.90	69.45
236635	ETHEREDGE	KIRLAN		20011105	0.50	60.12	30.06
236635	ETHEREDGE	KIRLAN		20011119	0.50	115.30	57.65
236635	ETHEREDGE	KIRLAN		20011203	0.50	35.04	17.52
236635	ETHEREDGE	KIRLAN		20011217	0.50	105.76	52.88
236635	ETHEREDGE	KIRLAN		20011231	0.50	33.91	16.95
236635	ETHEREDGE	KIRLAN		20020325	0.50	15.06	7.53
236635	ETHEREDGE	KIRLAN		20020408	0.50	43.32	21.66
236635	ETHEREDGE	KIRLAN		20020422	0.50	40.53	20.26
236635	ETHEREDGE	KIRLAN		20020506	0.50	43.51	21.75
236635	ETHEREDGE	KIRLAN		20020520	0.50	74.40	37.20
236635	ETHEREDGE	KIRLAN		20020603	0.50	52.12	26.06
236635	ETHEREDGE	KIRLAN		20020617	0.50	67.63	33.81
236635	ETHEREDGE	KIRLAN		20020701	0.50	73.88	36.94
236635	ETHEREDGE	KIRLAN		20020715	0.50	50.76	25.38
236635	ETHEREDGE	KIRLAN		20020729	0.50	70.80	35.40
267837	EVANS,JR.	JAMES	E.	20010409	0.50	22.73	11.36
267837	EVANS,JR.	JAMES	E.	20010423	0.50	52.50	26.25
267837	EVANS,JR.	JAMES	E.	20010507	0.50	52.42	26.21
267837	EVANS,JR.	JAMES	E.	20010521	0.50	56.65	28.32
267837	EVANS,JR.	JAMES	E.	20010604	0.50	35.24	17.62

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PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

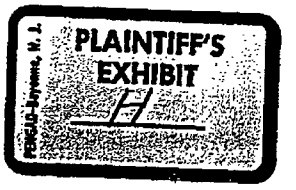
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean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

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

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

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

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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

AMENDMENT TO GRIEVANCE OF JAMES EVANS, JR., #267837

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; 219.54 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1070; 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	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/03
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
MI 3	FORTUANATO, J.	261367	C A 0	0		11/22/99
MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
	FRANKLIN, BILLY	241188	C A 20	2	4/6/00	7/27/00
	FRAZIER, ANTHONY	262001	MX 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	MX 0	2	1/6/00	12/20/01
	FRAZIER, WILLIE	244002	A B 61	1	6/27/00	8/21/00
	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

PLAINTIFF'S EXHIBIT A

5397

A - 0781
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.



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.

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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

5399



00626

Inmate#	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
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236635	ETHEREDGE	KIRLAN		20010226	0.50	84.46	42.23
236635	ETHEREDGE	KIRLAN		20010312	0.50	59.70	29.85
236635	ETHEREDGE	KIRLAN		20010326	0.50	67.17	33.58
236635	ETHEREDGE	KIRLAN		20010409	0.50	78.00	39.00
236635	ETHEREDGE	KIRLAN		20010423	0.50	97.47	48.73
236635	ETHEREDGE	KIRLAN		20010507	0.50	88.95	44.47
236635	ETHEREDGE	KIRLAN		20010521	0.50	95.00	47.50
236635	ETHEREDGE	KIRLAN		20010604	0.50	81.81	40.90
236635	ETHEREDGE	KIRLAN		20010618	0.50	101.81	50.90
236635	ETHEREDGE	KIRLAN		20010702	0.50	101.00	50.50
236635	ETHEREDGE	KIRLAN		20010716	0.50	83.47	41.73
236635	ETHEREDGE	KIRLAN		20010730	0.50	115.13	57.56
236635	ETHEREDGE	KIRLAN		20010813	0.50	131.31	65.65
236635	ETHEREDGE	KIRLAN		20010827	0.50	126.01	63.00
236635	ETHEREDGE	KIRLAN		20010910	0.50	97.37	48.68
236635	ETHEREDGE	KIRLAN		20010924	0.50	114.55	57.27
236635	ETHEREDGE	KIRLAN		20011008	0.50	123.72	61.86
236635	ETHEREDGE	KIRLAN		20011022	0.50	138.90	69.45
236635	ETHEREDGE	KIRLAN		20011105	0.50	60.12	30.06
236635	ETHEREDGE	KIRLAN		20011119	0.50	115.30	57.65
236635	ETHEREDGE	KIRLAN		20011203	0.50	35.04	17.52
236635	ETHEREDGE	KIRLAN		20011217	0.50	105.76	52.88
236635	ETHEREDGE	KIRLAN		20011231	0.50	33.91	16.95
236635	ETHEREDGE	KIRLAN		20020325	0.50	15.06	7.53
236635	ETHEREDGE	KIRLAN		20020408	0.50	43.32	21.66
236635	ETHEREDGE	KIRLAN		20020422	0.50	40.53	20.26
236635	ETHEREDGE	KIRLAN		20020506	0.50	43.51	21.75
236635	ETHEREDGE	KIRLAN		20020520	0.50	74.40	37.20
236635	ETHEREDGE	KIRLAN		20020603	0.50	52.12	26.06
236635	ETHEREDGE	KIRLAN		20020617	0.50	67.63	33.81
236635	ETHEREDGE	KIRLAN		20020701	0.50	73.88	36.94
236635	ETHEREDGE	KIRLAN		20020715	0.50	50.76	25.38
236635	ETHEREDGE	KIRLAN		20020729	0.50	70.80	35.40
267837	EVANS,JR.	JAMES	E.	20010409	0.50	22.73	11.36
267837	EVANS,JR.	JAMES	E.	20010423	0.50	52.50	26.25
267837	EVANS,JR.	JAMES	E.	20010507	0.50	52.42	26.21
267837	EVANS,JR.	JAMES	E.	20010521	0.50	56.65	28.32
267837	EVANS,JR.	JAMES	E.	20010604	0.50	35.24	17.62

5400

PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

5901

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

5403

AMENDMENT TO GRIEVANCE OF DAVID FEGGINS, #287157

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 377.10 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.

David Feggins 02-03-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1072; 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.

5404

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(Grievant Signature) (Date)

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5405

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_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1072; 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	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/04
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
MI 3	FORTUANATO, J.	261367	C A 0	0		11/22/99
MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
	FRANKLIN, BILLY	241188	C A 20	2	4/6/00	7/27/00
	FRAZIER, ANTHONY	262001	M X 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	M X 0	2	1/6/00	12/20/01
	FRAZIER, WILLIE	244002	A B 61	1	6/27/00	8/21/00
	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

PLAINTIFF'S EXHIBIT 4

5407

A - 0781
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

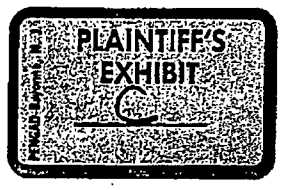
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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

ARTICLE 4 General Terms and Conditions:

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

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



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
276917	FAIR	TONY		20020729	0.50	113.63	56.81
276917	FAIR	TONY		20020812	0.50	116.25	58.12
276917	FAIR	TONY		20020826	0.50	124.70	62.35
276917	FAIR	TONY		20020909	0.50	102.85	51.42
276917	FAIR	TONY		20020923	0.50	112.83	56.41
276917	FAIR	TONY		20021007	0.50	127.50	63.75
276917	FAIR	TONY		20021021	0.50	127.50	63.75
276917	FAIR	TONY		20021104	0.50	127.50	63.75
276917	FAIR	TONY		20021118	0.50	130.16	65.08
276917	FAIR	TONY		20021202	0.50	100.73	50.36
276917	FAIR	TONY		20021216	0.50	82.30	41.15
143027	FAUBEL	GREGORY		19990913	0.35	72.00	25.20
143027	FAUBEL	GREGORY		19990913	0.55	5.50	3.02
143027	FAUBEL	GREGORY		19990927	0.35	46.50	16.27
143027	FAUBEL	GREGORY		19991011	0.35	9.25	3.23
143027	FAUBEL	GREGORY		19991206	0.40	22.38	8.95
143027	FAUBEL	GREGORY		19991220	0.40	12.42	4.96
262121	FAULLING	WILLIAM	NEMIRE	20011217	0.50	16.70	8.35
262121	FAULLING	WILLIAM	NEMIRE	20011231	0.50	26.73	13.36
262121	FAULLING	WILLIAM	NEMIRE	20020114	0.50	49.11	24.55
262121	FAULLING	WILLIAM	NEMIRE	20020128	0.50	72.76	36.38
262121	FAULLING	WILLIAM	NEMIRE	20020211	0.50	14.18	7.09
279613	FEASTER, JR.	QUINTON	HOSEA	20020128	0.50	20.88	10.44
287157	FEGGINS	DAVID		20040308	0.50	17.76	8.88
287157	FEGGINS	DAVID		20040322	0.50	48.34	24.17
287157	FEGGINS	DAVID		20040405	0.50	46.48	23.24
287157	FEGGINS	DAVID		20040419	0.50	43.46	21.73
287157	FEGGINS	DAVID		20040503	0.50	71.87	35.93
287157	FEGGINS	DAVID		20040517	0.50	87.22	43.61
287157	FEGGINS	DAVID		20040531	0.50	61.97	30.98
122099	FELDER	BERNARD	-	19991220	2.50	2.00	5.00
122099	FELDER	BERNARD	-	19991220	0.35	44.53	15.58
122099	FELDER	BERNARD	-	20000103	0.35	37.50	13.12
122099	FELDER	BERNARD	-	20000103	0.55	8.92	4.90
122099	FELDER	BERNARD	-	20000117	0.35	72.55	25.39
122099	FELDER	BERNARD	-	20000117	0.55	13.37	7.35
122099	FELDER	BERNARD	-	20000117	0.50	15.00	7.50
122099	FELDER	BERNARD	-	20000117	0.55	4.00	2.20
122099	FELDER	BERNARD	-	20000131	0.35	60.85	21.29
122099	FELDER	BERNARD	-	20000214	0.50	75.00	37.50
122099	FELDER	BERNARD	-	20000214	0.55	3.68	2.02
122099	FELDER	BERNARD	-	20000214	0.80	6.50	5.20
122099	FELDER	BERNARD	-	20000228	0.50	66.98	33.49
122099	FELDER	BERNARD	-	20000228	1.05	15.00	15.75
122099	FELDER	BERNARD	-	20000313	0.50	67.25	33.62
122099	FELDER	BERNARD	-	20000327	0.50	75.00	37.50
122099	FELDER	BERNARD	-	20000327	0.55	2.05	1.12
122099	FELDER	BERNARD	-	20000410	0.35	56.20	19.67
122099	FELDER	BERNARD	-	20000424	0.50	74.75	37.37
122099	FELDER	BERNARD	-	20000508	0.50	75.00	37.50
122099	FELDER	BERNARD	-	20000522	0.50	67.50	33.75
122099	FELDER	BERNARD	-	20000522	0.55	7.27	3.99
122099	FELDER	BERNARD	-	20000522	0.25	7.50	1.87
122099	FELDER	BERNARD	-	20000605	0.50	67.07	33.53

5410

PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

5411



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

5 4/2

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

5-413

AMENDMENT TO GRIEVANCE OF JOSE FLORES, #240563

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 460.85 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1075; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/03
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
MI 3	FORTUANATO, J.	261367	C A 0	0		11/22/99
MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
	FRANKLIN, BILLY	241188	C A 20	2	4/6/00	7/27/00
	FRAZIER, ANTHONY	262001	M X 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	M X 0	2	1/6/00	12/20/01
	FRAZIER, WILLIE	244002	A B 61	1	6/27/00	8/21/00
	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

PLAINTIFF'S EXHIBIT A

5415

A - 0781
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
184660	FIELDS	WINSTON	D.	20000717	0.50	64.13	32.06
184660	FIELDS	WINSTON	D.	20000731	0.50	116.75	58.37
184660	FIELDS	WINSTON	D.	20000814	0.50	95.57	47.78
184660	FIELDS	WINSTON	D.	20000828	0.50	67.82	33.91
184660	FIELDS	WINSTON	D.	20000911	0.50	63.02	31.51
184660	FIELDS	WINSTON	D.	20000925	0.50	73.51	36.75
184660	FIELDS	WINSTON	D.	20001009	0.50	76.20	38.10
184660	FIELDS	WINSTON	D.	20001106	0.50	117.75	58.87
184660	FIELDS	WINSTON	D.	20001120	0.50	119.69	59.84
184660	FIELDS	WINSTON	D.	20001204	0.50	71.05	35.52
184660	FIELDS	WINSTON	D.	20001218	0.50	175.31	87.65
184660	FIELDS	WINSTON	D.	20010101	0.50	46.02	23.01
184660	FIELDS	WINSTON	D.	20010115	0.50	75.71	37.85
184660	FIELDS	WINSTON	D.	20010129	0.50	83.10	41.55
184660	FIELDS	WINSTON	D.	20010212	0.50	96.59	48.29
184660	FIELDS	WINSTON	D.	20010226	0.50	86.09	43.04
184660	FIELDS	WINSTON	D.	20010312	0.50	93.31	46.65
184660	FIELDS	WINSTON	D.	20010326	0.50	106.32	53.16
184660	FIELDS	WINSTON	D.	20010409	0.50	69.24	34.62
184660	FIELDS	WINSTON	D.	20010423	0.50	111.87	55.93
184660	FIELDS	WINSTON	D.	20010507	0.50	109.95	54.97
184660	FIELDS	WINSTON	D.	20010521	0.50	110.65	55.32
184660	FIELDS	WINSTON	D.	20010604	0.50	100.77	50.38
184660	FIELDS	WINSTON	D.	20010618	0.50	95.75	47.87
184660	FIELDS	WINSTON	D.	20010702	0.50	56.88	28.44
240563	FLORES	JOSE	RAFAEL	20030127	0.50	32.90	16.45
240563	FLORES	JOSE	RAFAEL	20030210	0.50	49.81	24.90
240563	FLORES	JOSE	RAFAEL	20030224	0.50	57.62	28.81
240563	FLORES	JOSE	RAFAEL	20030310	0.50	48.38	24.19
240563	FLORES	JOSE	RAFAEL	20030324	0.50	72.83	36.41
240563	FLORES	JOSE	RAFAEL	20030407	0.50	68.78	34.39
240563	FLORES	JOSE	RAFAEL	20030421	0.50	67.17	33.58
240563	FLORES	JOSE	RAFAEL	20030505	0.50	55.92	27.96
240563	FLORES	JOSE	RAFAEL	20030519	0.50	7.44	3.72
242830	FLOYD	JAMELLS	ELLIOTT	19991025	0.35	35.00	12.25
242830	FLOYD	JAMELLS	ELLIOTT	19991108	0.35	51.00	17.85
242830	FLOYD	JAMELLS	ELLIOTT	19991122	0.35	40.08	14.02
242830	FLOYD	JAMELLS	ELLIOTT	19991206	0.35	47.76	16.71
242830	FLOYD	JAMELLS	ELLIOTT	19991220	0.50	67.88	33.94
242830	FLOYD	JAMELLS	ELLIOTT	19991220	2.50	2.00	5.00
242830	FLOYD	JAMELLS	ELLIOTT	20000117	0.35	36.58	12.80
242830	FLOYD	JAMELLS	ELLIOTT	20000131	0.35	25.58	8.95
196928	FLOYD	JAMIE	-	19991011	0.35	44.75	15.66
196928	FLOYD	JAMIE	-	19991025	0.35	23.50	8.22
196928	FLOYD	JAMIE	-	19991108	0.35	38.50	13.47
196928	FLOYD	JAMIE	-	19991108	0.55	22.50	12.37
196928	FLOYD	JAMIE	-	19991122	0.50	51.35	25.67
196928	FLOYD	JAMIE	-	19991122	0.55	11.48	6.31
196928	FLOYD	JAMIE	-	19991206	0.50	39.15	19.57
196928	FLOYD	JAMIE	-	19991206	0.55	2.83	1.55
196928	FLOYD	JAMIE	-	19991220	2.50	2.00	5.00
196928	FLOYD	JAMIE	-	19991220	0.50	57.28	28.64
196928	FLOYD	JAMIE	-	19991220	0.55	15.00	8.25
196928	FLOYD	JAMIE	-	20000103	0.50	9.07	4.53

5.418



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.

5419



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

5 6 20

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

5421

AMENDMENT TO GRIEVANCE OF JAMES FOYE, # 211523

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 45.73 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0781; C, 0081,0086; F, 1080; & H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	ENGLISH, ANTHONY	238474	C B 48	1	9/19/03	1/20/03
	ENOCH, JC	270837	E B 31	1	4/4/01	8/24/01
	ENRIQUEZ, JAMES	215539	C B 33	1	9/13/00	10/27/00
	EPPS, CLEMON	170059	A A 52	2	3/7/02	3/25/02
	ERVIN, WILLIE	236907	S A 11	1	11/27/00	1/9/01
	ESPIRIT, ANTHONY	216061	C B 2	1	2/15/00	3/1/02
	ESTRICH, TOMMY	256707	C A 54	1	9/13/99	2/22/00
	ETHERIDGE, KIRLAN	236635	C A 36	1	3/15/02	7/29/02
	EVANS, JAMES	267837	C B 31	1	3/30/01	5/29/01
	FAIN, RANDALL	257916	C B 51	1	4/14/00	7/31/00
MI 2	FAIR, TONY	276917	C B 16	2	8/22/01	12/11/02
MI 3	FAUBEL, G	143027	C A 0	0		12/20/99
	FAULLING, WILLIAM	262121	S B 55	1	10/29/01	2/4/02
	FEASTER, QUINTON	279613	A A 36	1	12/20/01	1/18/02
MI 3	FEGGINS, DAVID	287157	C B 20	1	3/1/04	6/24/04
	FELDER, BERNARD	122099	C A 51	1	12/10/99	7/24/00
	FELDER, EDDY	278505	E B 26	2	10/26/01	12/20/01
MI 2	FENO, JAMES	214758	C A 27	1	10/25/01	9/20/02
	FERGUSON, ANTOINE	216062	A A 39	1	12/20/01	1/18/02
	FERGUSON, TERRY	211141	C A 40	1	9/11/00	5/29/01
	FICKENS, ALFRED	127392	S B 19	1	4/26/02	7/29/02
MI 2	FIELDS, JAMES	257168	C B 47	1	8/17/01	1/3/03
	FIELDS, WINSTON	184660	C A 18	1	3/21/00	7/5/01
MI 3	FLORES, JOSE	240563	C A 18	1	1/15/03	5/2/03
	FLOYD, JAMELLS	242830	C A 22	1	10/13/99	2/2/00
	FLOYD, JAMIE	196928	C A 10	1	5/17/00	2/15/01
MI 2	FLOYD, MICHAEL	210602	C A 7	1	5/21/01	5/2/03
	FOLK, COURTNEY	261360	A B 3	1	4/19/02	4/29/02
	FORD, CHRIS	245774	C A 23	1	8/11/99	2/2/00
	FORD, DAVID	71974	C A 45	1	9/13/99	4/13/00
	FORD, FRANK	199818	C 0	1	9/9/99	3/28/00
	FORD, JAMES	265454	S A 15	1	3/26/01	3/27/01
MI 1B	FORREST, GARY	219537	C A 18	1	5/1/01	9/6/02
MI 3	FORTUANATO, J.	261367	C A 0	0		11/22/99
MI 3	FOSTER, R	257182	C A 0	0		11/8/99
	FOWLER, DAVID	248557	A B 4	1	3/22/01	5/2/01
	FOYE, JAMES	211523	C 0	1	3/27/00	4/6/00
	FRANKLIN, BILLY	241188	C A 20	2	4/6/00	7/27/00
	FRAZIER, ANTHONY	262001	M X 0	2	1/4/00	11/30/00
	FRAZIER, BERNARD	187976	M X 0	2	1/6/00	12/20/01
	FRAZIER, WILLIE	244002	A B 61	1	6/27/00	8/21/00
	FREEMAN, BEN	228904	C A 33	2	9/26/01	12/20/01
MI 3	FREYTA, CHARLES	240008	C B 56	1	8/6/99	12/17/02
MI 2	FRYSON, TONEY	177454	E A 21	1	11/10/03	1/7/04
	FULLER, TERRY	190338	C B 5	1	4/12/00	9/7/00
	FULLER, TRACY	234653	C A 25	1	3/2/01	12/20/01

PLAINTIFF'S EXHIBIT A

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A - 0781
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
248557	FOWLER	DAVID	WAYNE	20001106	0.50	113.72	56.86
248557	FOWLER	DAVID	WAYNE	20001120	0.50	15.66	7.83
248557	FOWLER	DAVID	WAYNE	20010409	0.50	87.84	43.92
248557	FOWLER	DAVID	WAYNE	20010423	0.50	52.16	26.08
211523	FOYE	JAMES		20000410	0.35	45.73	16.00
241188	FRANKLIN	BILLY	JOE	20000410	0.35	15.00	5.25
241188	FRANKLIN	BILLY	JOE	20000424	0.35	74.32	26.01
241188	FRANKLIN	BILLY	JOE	20000508	0.35	75.00	26.25
241188	FRANKLIN	BILLY	JOE	20000508	0.55	15.78	8.67
241188	FRANKLIN	BILLY	JOE	20000508	0.25	7.03	1.75
241188	FRANKLIN	BILLY	JOE	20000522	0.35	49.58	17.35
241188	FRANKLIN	BILLY	JOE	20000522	0.80	7.50	6.00
241188	FRANKLIN	BILLY	JOE	20000605	0.50	67.47	33.73
241188	FRANKLIN	BILLY	JOE	20000619	0.50	75.00	37.50
241188	FRANKLIN	BILLY	JOE	20000619	1.00	2.07	2.07
241188	FRANKLIN	BILLY	JOE	20000703	0.50	60.00	30.00
241188	FRANKLIN	BILLY	JOE	20000703	0.55	8.48	4.66
241188	FRANKLIN	BILLY	JOE	20000703	0.35	4.50	1.57
241188	FRANKLIN	BILLY	JOE	20000717	0.50	79.50	39.75
241188	FRANKLIN	BILLY	JOE	20000731	0.50	26.18	13.09
262001	FRAZIER	ANTHONY		20000131	0.50	67.50	33.75
262001	FRAZIER	ANTHONY		20000214	0.50	74.73	37.36
262001	FRAZIER	ANTHONY		20000228	0.50	59.97	29.98
262001	FRAZIER	ANTHONY		20000228	0.35	16.00	5.60
262001	FRAZIER	ANTHONY		20000313	0.50	75.00	37.50
262001	FRAZIER	ANTHONY		20000313	0.35	20.00	7.00
262001	FRAZIER	ANTHONY		20000327	0.50	67.50	33.75
262001	FRAZIER	ANTHONY		20000327	0.35	20.00	7.00
262001	FRAZIER	ANTHONY		20000410	0.50	75.00	37.50
262001	FRAZIER	ANTHONY		20000410	0.35	20.00	7.00
262001	FRAZIER	ANTHONY		20000424	0.35	52.50	18.37
262001	FRAZIER	ANTHONY		20000424	0.35	14.00	4.90
262001	FRAZIER	ANTHONY		20000508	0.50	66.80	33.40
262001	FRAZIER	ANTHONY		20000508	0.35	18.00	6.30
262001	FRAZIER	ANTHONY		20000522	0.50	67.50	33.75
262001	FRAZIER	ANTHONY		20000522	0.80	7.50	6.00
262001	FRAZIER	ANTHONY		20000522	0.35	18.00	6.30
262001	FRAZIER	ANTHONY		20000605	0.50	67.50	33.75
262001	FRAZIER	ANTHONY		20000605	0.35	18.00	6.30
262001	FRAZIER	ANTHONY		20000619	0.50	75.00	37.50
262001	FRAZIER	ANTHONY		20000619	0.70	10.00	7.00
262001	FRAZIER	ANTHONY		20000619	0.15	52.50	7.87
262001	FRAZIER	ANTHONY		20000703	0.50	60.00	30.00
262001	FRAZIER	ANTHONY		20000703	0.55	2.50	1.37
262001	FRAZIER	ANTHONY		20000703	0.35	22.00	7.70
262001	FRAZIER	ANTHONY		20000717	0.50	74.95	37.47
262001	FRAZIER	ANTHONY		20000731	0.50	102.40	51.20
262001	FRAZIER	ANTHONY		20000814	0.50	100.35	50.17
262001	FRAZIER	ANTHONY		20000828	0.50	71.20	35.60
262001	FRAZIER	ANTHONY		20000911	0.50	87.10	43.55
262001	FRAZIER	ANTHONY		20000925	0.50	111.50	55.75
262001	FRAZIER	ANTHONY		20001009	0.50	101.75	50.87
262001	FRAZIER	ANTHONY		20001023	0.50	111.50	55.75
262001	FRAZIER	ANTHONY		20001023	0.35	7.50	2.62

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PLAINTIFF'S EXHIBIT F

PENGAD-Bayonne, N.J.

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

PENGAD-Bayonne, N. J.

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

5 429

AMENDMENT TO GRIEVANCE OF RAY GADSDEN, #187527

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1039.03 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exhibits A, 0782; C, 0081, 0086; F, 1085; & H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

BIGLO-Bayonne, N.J.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

006126

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
234653	FULLER	TRACY	LAMONT	20010521	0.50	118.84	59.42
234653	FULLER	TRACY	LAMONT	20010604	0.50	65.17	32.58
234653	FULLER	TRACY	LAMONT	20010618	0.50	68.30	34.15
234653	FULLER	TRACY	LAMONT	20010702	0.50	80.41	40.20
234653	FULLER	TRACY	LAMONT	20010716	0.50	39.00	19.50
234653	FULLER	TRACY	LAMONT	20010730	0.50	103.84	51.92
234653	FULLER	TRACY	LAMONT	20010813	0.50	97.92	48.96
234653	FULLER	TRACY	LAMONT	20010827	0.50	76.19	38.09
234653	FULLER	TRACY	LAMONT	20010910	0.50	53.57	26.78
234653	FULLER	TRACY	LAMONT	20010924	0.50	50.85	25.42
234653	FULLER	TRACY	LAMONT	20011008	0.50	142.07	71.03
234653	FULLER	TRACY	LAMONT	20011022	0.50	104.75	52.37
234653	FULLER	TRACY	LAMONT	20011105	0.50	56.89	28.44
234653	FULLER	TRACY	LAMONT	20011119	0.50	58.98	29.49
234653	FULLER	TRACY	LAMONT	20011203	0.50	86.44	43.22
234653	FULLER	TRACY	LAMONT	20011217	0.50	126.06	63.03
234653	FULLER	TRACY	LAMONT	20011231	0.50	24.03	12.01
276118	GADSDEN	ERVIN	MAURICE	20010910	0.50	48.33	24.16
276118	GADSDEN	ERVIN	MAURICE	20010924	0.50	47.25	23.62
276118	GADSDEN	ERVIN	MAURICE	20011008	0.50	22.57	11.28
187527	GADSDEN	RAY	S.	20011231	0.50	37.50	18.75
187527	GADSDEN	RAY	S.	20020114	0.50	52.50	26.25
187527	GADSDEN	RAY	S.	20020128	0.50	84.03	42.01
187527	GADSDEN	RAY	S.	20020211	0.50	39.20	19.60
187527	GADSDEN	RAY	S.	20020603	0.50	5.25	2.62
187527	GADSDEN	RAY	S.	20020617	0.50	43.66	21.83
187527	GADSDEN	RAY	S.	20020701	0.50	66.66	33.33
187527	GADSDEN	RAY	S.	20020715	0.50	42.00	21.00
187527	GADSDEN	RAY	S.	20020729	0.50	49.74	24.87
187527	GADSDEN	RAY	S.	20020812	0.50	69.65	34.82
187527	GADSDEN	RAY	S.	20020826	0.50	86.08	43.04
187527	GADSDEN	RAY	S.	20020909	0.50	67.07	33.53
187527	GADSDEN	RAY	S.	20020923	0.50	69.96	34.98
187527	GADSDEN	RAY	S.	20021007	0.50	88.14	44.07
187527	GADSDEN	RAY	S.	20021021	0.50	90.00	45.00
187527	GADSDEN	RAY	S.	20021104	0.50	70.54	35.27
187527	GADSDEN	RAY	S.	20021118	0.50	64.49	32.24
187527	GADSDEN	RAY	S.	20021202	0.50	12.56	6.28
285105	GADSON	JAMES	TAWAIN	20020923	0.50	47.03	23.51
285105	GADSON	JAMES	TAWAIN	20020923	0.50	44.05	22.02
211120	GAILLIARD	WILLIAM		20000731	0.50	53.20	26.60
211120	GAILLIARD	WILLIAM		20000731	0.50	19.95	9.97
211120	GAILLIARD	WILLIAM		20000814	0.50	46.55	23.27
211120	GAILLIARD	WILLIAM		20000828	0.50	39.90	19.95
211120	GAILLIARD	WILLIAM		20000911	0.50	33.25	16.62
211120	GAILLIARD	WILLIAM		20000925	0.50	53.20	26.60
211120	GAILLIARD	WILLIAM		20001009	0.50	41.30	20.65
211120	GAILLIARD	WILLIAM		20001023	0.50	14.70	7.35
211120	GAILLIARD	WILLIAM		20001023	0.35	7.50	2.62
254413	GAMBLE	MAXIE		20000117	0.35	51.50	18.02
254413	GAMBLE	MAXIE		20000117	0.55	15.48	8.51
254413	GAMBLE	MAXIE		20000131	0.50	65.63	32.81
254413	GAMBLE	MAXIE		20000131	0.55	7.50	4.12
254413	GAMBLE	MAXIE		20000214	0.35	75.00	26.25

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To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

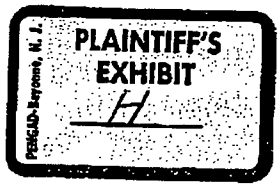
Date: 9/20/04

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.

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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

AMENDMENT TO GRIEVANCE OF MAXIE GAMBLE, #254413

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2950.35 hours in 2000 at $10.66 per hour; 1945.65 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4914.60 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Maxie Gamble 12-3-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1085-1087; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

A - 0782
June 2004

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

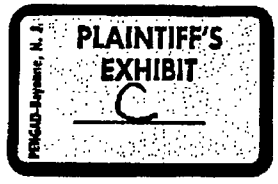
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or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

ARTICLE 4 General Terms and Conditions:

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

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

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
234653	FULLER	TRACY	LAMONT	20010521	0.50	118.84	59.42
234653	FULLER	TRACY	LAMONT	20010604	0.50	65.17	32.58
234653	FULLER	TRACY	LAMONT	20010618	0.50	68.30	34.15
234653	FULLER	TRACY	LAMONT	20010702	0.50	80.41	40.20
234653	FULLER	TRACY	LAMONT	20010716	0.50	39.00	19.50
234653	FULLER	TRACY	LAMONT	20010730	0.50	103.84	51.92
234653	FULLER	TRACY	LAMONT	20010813	0.50	97.92	48.96
234653	FULLER	TRACY	LAMONT	20010827	0.50	76.19	38.09
234653	FULLER	TRACY	LAMONT	20010910	0.50	53.57	26.78
234653	FULLER	TRACY	LAMONT	20010924	0.50	50.85	25.42
234653	FULLER	TRACY	LAMONT	20011008	0.50	142.07	71.03
234653	FULLER	TRACY	LAMONT	20011022	0.50	104.75	52.37
234653	FULLER	TRACY	LAMONT	20011105	0.50	56.89	28.44
234653	FULLER	TRACY	LAMONT	20011119	0.50	58.98	29.49
234653	FULLER	TRACY	LAMONT	20011203	0.50	86.44	43.22
234653	FULLER	TRACY	LAMONT	20011217	0.50	126.06	63.03
234653	FULLER	TRACY	LAMONT	20011231	0.50	24.03	12.01
276118	GADSDEN	ERVIN	MAURICE	20010910	0.50	48.33	24.16
276118	GADSDEN	ERVIN	MAURICE	20010924	0.50	47.25	23.62
276118	GADSDEN	ERVIN	MAURICE	20011008	0.50	22.57	11.28
187527	GADSDEN	RAY	S.	20011231	0.50	37.50	18.75
187527	GADSDEN	RAY	S.	20020114	0.50	52.50	26.25
187527	GADSDEN	RAY	S.	20020128	0.50	84.03	42.01
187527	GADSDEN	RAY	S.	20020211	0.50	39.20	19.60
187527	GADSDEN	RAY	S.	20020603	0.50	5.25	2.62
187527	GADSDEN	RAY	S.	20020617	0.50	43.66	21.83
187527	GADSDEN	RAY	S.	20020701	0.50	66.66	33.33
187527	GADSDEN	RAY	S.	20020715	0.50	42.00	21.00
187527	GADSDEN	RAY	S.	20020729	0.50	49.74	24.87
187527	GADSDEN	RAY	S.	20020812	0.50	69.65	34.82
187527	GADSDEN	RAY	S.	20020826	0.50	86.08	43.04
187527	GADSDEN	RAY	S.	20020909	0.50	67.07	33.53
187527	GADSDEN	RAY	S.	20020923	0.50	69.96	34.98
187527	GADSDEN	RAY	S.	20021007	0.50	88.14	44.07
187527	GADSDEN	RAY	S.	20021021	0.50	90.00	45.00
187527	GADSDEN	RAY	S.	20021104	0.50	70.54	35.27
187527	GADSDEN	RAY	S.	20021118	0.50	64.49	32.24
187527	GADSDEN	RAY	S.	20021202	0.50	12.56	6.28
285105	GADSON	JAMES	TAWAIN	20020923	0.50	47.03	23.51
285105	GADSON	JAMES	TAWAIN	20020923	0.50	44.05	22.02
211120	GAILLIARD	WILLIAM		20000731	0.50	53.20	26.60
211120	GAILLIARD	WILLIAM		20000731	0.50	19.95	9.97
211120	GAILLIARD	WILLIAM		20000814	0.50	46.55	23.27
211120	GAILLIARD	WILLIAM		20000828	0.50	39.90	19.95
211120	GAILLIARD	WILLIAM		20000911	0.50	33.25	16.62
211120	GAILLIARD	WILLIAM		20000925	0.50	53.20	26.60
211120	GAILLIARD	WILLIAM		20001009	0.50	41.30	20.65
211120	GAILLIARD	WILLIAM		20001023	0.50	14.70	7.35
211120	GAILLIARD	WILLIAM		20001023	0.35	7.50	2.62
254413	GAMBLE	MAXIE		20000117	0.35	51.50	18.02
254413	GAMBLE	MAXIE		20000117	0.55	15.48	8.51
254413	GAMBLE	MAXIE		20000131	0.50	65.63	32.81
254413	GAMBLE	MAXIE		20000131	0.55	7.50	4.12
254413	GAMBLE	MAXIE		20000214	0.35	75.00	26.25

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PERIGAD-Bayonne, N. J.
PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
254413	GAMBLE	MAXIE		20000214	0.80	6.50	5.20
254413	GAMBLE	MAXIE		20000214	0.55	21.88	12.03
254413	GAMBLE	MAXIE		20000214	0.55	5.50	3.02
254413	GAMBLE	MAXIE		20000228	0.35	67.50	23.62
254413	GAMBLE	MAXIE		20000228	0.15	194.00	29.10
254413	GAMBLE	MAXIE		20000228	1.05	15.00	15.75
254413	GAMBLE	MAXIE		20000313	0.50	75.00	37.50
254413	GAMBLE	MAXIE		20000313	0.55	11.36	6.24
254413	GAMBLE	MAXIE		20000313	0.55	6.50	3.57
254413	GAMBLE	MAXIE		20000327	0.50	75.00	37.50
254413	GAMBLE	MAXIE		20000410	0.50	75.00	37.50
254413	GAMBLE	MAXIE		20000410	0.55	22.38	12.30
254413	GAMBLE	MAXIE		20000410	0.80	15.00	12.00
254413	GAMBLE	MAXIE		20000424	0.50	75.00	37.50
254413	GAMBLE	MAXIE		20000424	0.55	28.78	15.82
254413	GAMBLE	MAXIE		20000424	0.25	5.88	1.47
254413	GAMBLE	MAXIE		20000508	0.35	62.53	21.88
254413	GAMBLE	MAXIE		20000508	0.10	11.50	1.15
254413	GAMBLE	MAXIE		20000522	0.50	67.50	33.75
254413	GAMBLE	MAXIE		20000522	0.55	35.63	19.59
254413	GAMBLE	MAXIE		20000522	0.25	14.22	3.55
254413	GAMBLE	MAXIE		20000605	0.50	67.50	33.75
254413	GAMBLE	MAXIE		20000605	0.55	26.00	14.30
254413	GAMBLE	MAXIE		20000619	0.50	75.00	37.50
254413	GAMBLE	MAXIE		20000619	0.55	43.03	23.66
254413	GAMBLE	MAXIE		20000703	0.50	60.00	30.00
254413	GAMBLE	MAXIE		20000703	0.55	52.35	28.79
254413	GAMBLE	MAXIE		20000703	1.15	1.00	1.15
254413	GAMBLE	MAXIE		20000717	0.50	100.75	50.37
254413	GAMBLE	MAXIE		20000731	0.50	38.21	19.10
254413	GAMBLE	MAXIE		20000814	0.50	123.27	61.63
254413	GAMBLE	MAXIE		20000828	0.50	165.50	82.75
254413	GAMBLE	MAXIE		20000911	0.50	134.66	67.33
254413	GAMBLE	MAXIE		20000925	0.50	159.65	79.82
254413	GAMBLE	MAXIE		20001009	0.50	146.42	73.21
254413	GAMBLE	MAXIE		20001023	0.50	136.54	68.27
254413	GAMBLE	MAXIE		20001106	0.50	154.50	77.25
254413	GAMBLE	MAXIE		20001120	0.50	121.32	60.66
254413	GAMBLE	MAXIE		20001204	0.50	83.98	41.99
254413	GAMBLE	MAXIE		20001218	0.50	124.97	62.48
254413	GAMBLE	MAXIE		20010101	0.50	28.93	14.46
254413	GAMBLE	MAXIE		20010115	0.50	107.75	53.87
254413	GAMBLE	MAXIE		20010129	0.50	142.33	71.16
254413	GAMBLE	MAXIE		20010212	0.50	128.59	64.29
254413	GAMBLE	MAXIE		20010226	0.50	169.04	84.52
254413	GAMBLE	MAXIE		20010312	0.50	158.51	79.25
254413	GAMBLE	MAXIE		20010326	0.50	144.86	72.43
254413	GAMBLE	MAXIE		20010409	0.50	217.61	108.80
254413	GAMBLE	MAXIE		20010423	0.50	189.95	94.97
254413	GAMBLE	MAXIE		20010507	0.50	108.68	54.34
254413	GAMBLE	MAXIE		20010521	0.50	211.22	105.61
254413	GAMBLE	MAXIE		20010604	0.50	122.27	61.13
254413	GAMBLE	MAXIE		20010618	0.50	125.05	62.52
254413	GAMBLE	MAXIE		20010702	0.50	119.79	59.89

Inmate#	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
254413	GAMBLE	MAXIE		20010716	0.50	137.29	68.64
254413	GAMBLE	MAXIE		20010730	0.50	121.09	60.54
254413	GAMBLE	MAXIE		20010813	0.50	108.08	54.04
254413	GAMBLE	MAXIE		20010827	0.50	147.87	73.93
254413	GAMBLE	MAXIE		20010910	0.50	110.53	55.26
254413	GAMBLE	MAXIE		20010924	0.50	139.20	69.60
254413	GAMBLE	MAXIE		20011008	0.50	159.30	79.65
254413	GAMBLE	MAXIE		20011022	0.50	114.38	57.19
254413	GAMBLE	MAXIE		20011105	0.50	117.90	58.95
254413	GAMBLE	MAXIE		20011119	0.50	131.77	65.88
254413	GAMBLE	MAXIE		20011203	0.50	130.77	65.38
254413	GAMBLE	MAXIE		20011217	0.50	137.50	68.75
254413	GAMBLE	MAXIE		20011231	0.50	78.20	39.10
254413	GAMBLE	MAXIE		20020114	0.50	89.25	44.62
254413	GAMBLE	MAXIE		20020128	0.50	119.25	59.62
254413	GAMBLE	MAXIE		20020211	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20020225	0.50	153.75	76.87
254413	GAMBLE	MAXIE		20020311	0.50	150.00	75.00
254413	GAMBLE	MAXIE		20020325	0.50	150.00	75.00
254413	GAMBLE	MAXIE		20020408	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20020422	0.50	150.00	75.00
254413	GAMBLE	MAXIE		20020506	0.50	150.00	75.00
254413	GAMBLE	MAXIE		20020520	0.50	153.75	76.87
254413	GAMBLE	MAXIE		20020603	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20020617	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20020701	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20020715	0.50	100.71	50.35
254413	GAMBLE	MAXIE		20020729	0.50	132.89	66.44
254413	GAMBLE	MAXIE		20020812	0.50	121.50	60.75
254413	GAMBLE	MAXIE		20020826	0.50	127.94	63.97
254413	GAMBLE	MAXIE		20020909	0.50	117.99	58.99
254413	GAMBLE	MAXIE		20020923	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20021007	0.50	135.00	67.50
254413	GAMBLE	MAXIE		20021021	0.50	121.50	60.75
254413	GAMBLE	MAXIE		20021104	0.50	130.59	65.29
254413	GAMBLE	MAXIE		20021118	0.50	121.88	60.94
254413	GAMBLE	MAXIE		20021202	0.50	112.82	56.41
254413	GAMBLE	MAXIE		20021216	0.50	114.40	57.20
254413	GAMBLE	MAXIE		20021230	0.50	17.50	8.75
252662	GARDO	WILLIAM	JACK	20000731	0.50	74.90	37.45
252662	GARDO	WILLIAM	JACK	20000731	0.50	35.16	17.58
252662	GARDO	WILLIAM	JACK	20000814	0.50	39.71	19.85
252662	GARDO	WILLIAM	JACK	20000828	0.50	41.65	20.82
252662	GARDO	WILLIAM	JACK	20000911	0.50	69.55	34.77
252662	GARDO	WILLIAM	JACK	20000925	0.50	73.85	36.92
252662	GARDO	WILLIAM	JACK	20001009	0.50	70.87	35.43
252662	GARDO	WILLIAM	JACK	20001023	0.50	154.60	77.30
252662	GARDO	WILLIAM	JACK	20001106	0.50	11.53	5.76
252662	GARDO	WILLIAM	JACK	20001120	0.50	71.05	35.52
252662	GARDO	WILLIAM	JACK	20001204	0.50	56.16	28.08
252662	GARDO	WILLIAM	JACK	20001218	0.50	105.34	52.67
252662	GARDO	WILLIAM	JACK	20010101	0.50	41.90	20.95
252662	GARDO	WILLIAM	JACK	20010115	0.50	79.53	39.76
252662	GARDO	WILLIAM	JACK	20010129	0.50	45.13	22.56

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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.

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

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 409.06 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1089; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

A - 0782
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

000126

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

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PLAINTIFF'S EXHIBIT

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

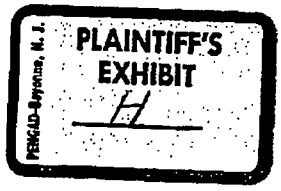
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 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 JAMMIE GAYMON, #208922

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; 1135.58 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1757.14 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1090-1091; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

AMENDMENT TO GRIEVANCE OF JAMMIE GAYMON, #208922

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(Grievant Signature) (Date)

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5457

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

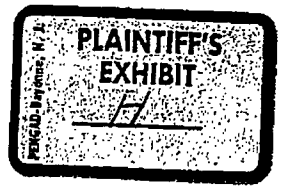
This note is in response to your "prevailing wage" request for work generally described by the Williams Technologies Job Description of Production Associate. You have asked for my opinion of the "prevailing wage" for work of a similar nature in the private sector for 1999/2001 (I assume that you mean 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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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
208922	GAYMON	JAMIE		20011105	0.50	157.68	78.84
208922	GAYMON	JAMIE		20011119	0.50	168.08	84.04
208922	GAYMON	JAMIE		20011203	0.50	106.81	53.40
208922	GAYMON	JAMIE		20011217	0.50	199.08	99.54
208922	GAYMON	JAMIE		20011231	0.50	68.69	34.34
208922	GAYMON	JAMIE		20020422	0.50	46.54	23.27
208922	GAYMON	JAMIE		20020506	0.50	33.18	16.59
208922	GAYMON	JAMIE		20020520	0.50	60.00	30.00
208922	GAYMON	JAMIE		20020603	0.50	60.00	30.00
208922	GAYMON	JAMIE		20020617	0.50	68.52	34.26
208922	GAYMON	JAMIE		20020701	0.50	81.84	40.92
208922	GAYMON	JAMIE		20020715	0.50	62.16	31.08
208922	GAYMON	JAMIE		20020729	0.50	66.00	33.00
208922	GAYMON	JAMIE		20020812	0.50	72.76	36.38
208922	GAYMON	JAMIE		20020826	0.50	66.10	33.05
208922	GAYMON	JAMIE		20020909	0.50	71.92	35.96
208922	GAYMON	JAMIE		20020923	0.50	67.22	33.61
208922	GAYMON	JAMIE		20021007	0.50	93.12	46.56
208922	GAYMON	JAMIE		20021021	0.50	102.63	51.31
208922	GAYMON	JAMIE		20021104	0.50	97.31	48.65
208922	GAYMON	JAMIE		20030127	0.50	7.50	3.75
259959	GAYTON	RICKEY	LEE	19991011	0.35	45.25	15.83
259959	GAYTON	RICKEY	LEE	19991011	0.55	1.50	0.82
259959	GAYTON	RICKEY	LEE	19991025	0.15	45.25	6.78
259959	GAYTON	RICKEY	LEE	19991025	0.35	49.00	17.15
259959	GAYTON	RICKEY	LEE	19991025	0.55	7.00	3.85
259959	GAYTON	RICKEY	LEE	19991108	0.35	75.00	26.25
259959	GAYTON	RICKEY	LEE	19991108	0.55	64.00	35.20
259959	GAYTON	RICKEY	LEE	19991122	0.35	56.62	19.81
259959	GAYTON	RICKEY	LEE	19991206	0.35	55.75	19.51
259959	GAYTON	RICKEY	LEE	19991220	0.50	68.42	34.21
259959	GAYTON	RICKEY	LEE	19991220	0.55	11.63	6.39
259959	GAYTON	RICKEY	LEE	19991220	2.50	2.00	5.00
259959	GAYTON	RICKEY	LEE	20000103	0.50	27.63	13.81
259959	GAYTON	RICKEY	LEE	20000117	0.50	72.80	36.40
259959	GAYTON	RICKEY	LEE	20000131	0.50	64.88	32.44
259959	GAYTON	RICKEY	LEE	20000214	0.50	75.00	37.50
259959	GAYTON	RICKEY	LEE	20000228	0.50	60.00	30.00
259959	GAYTON	RICKEY	LEE	20000228	1.05	15.00	15.75
259959	GAYTON	RICKEY	LEE	20000313	0.50	74.88	37.44
259959	GAYTON	RICKEY	LEE	20000327	0.50	67.41	33.70
259959	GAYTON	RICKEY	LEE	20000410	0.50	67.18	33.59
259959	GAYTON	RICKEY	LEE	20000424	0.35	60.00	21.00
259959	GAYTON	RICKEY	LEE	20000508	0.35	17.55	6.14
183851	GEDDIS	REGINALD		20000327	0.35	51.86	18.15
183851	GEDDIS	REGINALD		20000410	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000424	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000424	0.55	20.08	11.04
183851	GEDDIS	REGINALD		20000508	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000508	0.55	17.87	9.82
183851	GEDDIS	REGINALD		20000522	0.50	67.50	33.75
183851	GEDDIS	REGINALD		20000522	0.55	26.73	14.70
183851	GEDDIS	REGINALD		20000522	0.25	7.50	1.87
183851	GEDDIS	REGINALD		20000605	0.50	67.50	33.75

PLAINTIFF'S EXHIBIT

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

5 46/

AMENDMENT TO GRIEVANCE OF REGINALD GEDDIS, #183851

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2237.07 hours in 2000 at $10.66 per hour; 1794.18 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 12,022.51 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1091-1093; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

A - 0782
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

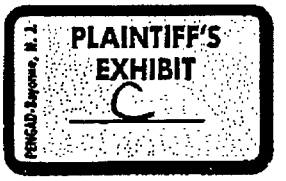
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or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

ARTICLE 4 General Terms and Conditions:

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

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

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
208922	GAYMON	JAMIE		20011105	0.50	157.68	78.84
208922	GAYMON	JAMIE		20011119	0.50	168.08	84.04
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208922	GAYMON	JAMIE		20011217	0.50	199.08	99.54
208922	GAYMON	JAMIE		20011231	0.50	68.69	34.34
208922	GAYMON	JAMIE		20020422	0.50	46.54	23.27
208922	GAYMON	JAMIE		20020506	0.50	33.18	16.59
208922	GAYMON	JAMIE		20020520	0.50	60.00	30.00
208922	GAYMON	JAMIE		20020603	0.50	60.00	30.00
208922	GAYMON	JAMIE		20020617	0.50	68.52	34.26
208922	GAYMON	JAMIE		20020701	0.50	81.84	40.92
208922	GAYMON	JAMIE		20020715	0.50	62.16	31.08
208922	GAYMON	JAMIE		20020729	0.50	66.00	33.00
208922	GAYMON	JAMIE		20020812	0.50	72.76	36.38
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208922	GAYMON	JAMIE		20021007	0.50	93.12	46.56
208922	GAYMON	JAMIE		20021021	0.50	102.63	51.31
208922	GAYMON	JAMIE		20021104	0.50	97.31	48.65
208922	GAYMON	JAMIE		20030127	0.50	7.50	3.75
259959	GAYTON	RICKEY	LEE	19991011	0.35	45.25	15.83
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259959	GAYTON	RICKEY	LEE	19991025	0.15	45.25	6.78
259959	GAYTON	RICKEY	LEE	19991025	0.35	49.00	17.15
259959	GAYTON	RICKEY	LEE	19991025	0.55	7.00	3.85
259959	GAYTON	RICKEY	LEE	19991108	0.35	75.00	26.25
259959	GAYTON	RICKEY	LEE	19991108	0.55	64.00	35.20
259959	GAYTON	RICKEY	LEE	19991122	0.35	56.62	19.81
259959	GAYTON	RICKEY	LEE	19991206	0.35	55.75	19.51
259959	GAYTON	RICKEY	LEE	19991220	0.50	68.42	34.21
259959	GAYTON	RICKEY	LEE	19991220	0.55	11.63	6.39
259959	GAYTON	RICKEY	LEE	19991220	2.50	2.00	5.00
259959	GAYTON	RICKEY	LEE	20000103	0.50	27.63	13.81
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259959	GAYTON	RICKEY	LEE	20000424	0.35	60.00	21.00
259959	GAYTON	RICKEY	LEE	20000508	0.35	17.55	6.14
183851	GEDDIS	REGINALD		20000327	0.35	51.86	18.15
183851	GEDDIS	REGINALD		20000410	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000424	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000424	0.55	20.08	11.04
183851	GEDDIS	REGINALD		20000508	0.35	75.00	26.25
183851	GEDDIS	REGINALD		20000508	0.55	17.87	9.82
183851	GEDDIS	REGINALD		20000522	0.50	67.50	33.75
183851	GEDDIS	REGINALD		20000522	0.55	26.73	14.70
183851	GEDDIS	REGINALD		20000522	0.25	7.50	1.87
183851	GEDDIS	REGINALD		20000605	0.50	67.50	33.75

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PLAINTIFF'S EXHIBIT F

PENGAD Bayonne, N.J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
183851	GEDDIS	REGINALD		20000605	0.55	16.23	8.92
183851	GEDDIS	REGINALD		20000619	0.50	75.00	37.50
183851	GEDDIS	REGINALD		20000619	0.55	21.68	11.92
183851	GEDDIS	REGINALD		20000703	0.50	60.03	30.01
183851	GEDDIS	REGINALD		20000703	0.35	4.65	1.62
183851	GEDDIS	REGINALD		20000717	0.50	95.88	47.94
183851	GEDDIS	REGINALD		20000731	0.50	114.93	57.46
183851	GEDDIS	REGINALD		20000814	0.50	87.60	43.80
183851	GEDDIS	REGINALD		20000828	0.50	108.51	54.25
183851	GEDDIS	REGINALD		20000911	0.50	97.16	48.58
183851	GEDDIS	REGINALD		20000925	0.50	127.67	63.83
183851	GEDDIS	REGINALD		20001009	0.50	124.00	62.00
183851	GEDDIS	REGINALD		20001023	0.50	174.30	87.15
183851	GEDDIS	REGINALD		20001106	0.50	177.45	88.72
183851	GEDDIS	REGINALD		20001120	0.50	120.71	60.35
183851	GEDDIS	REGINALD		20001204	0.50	120.66	60.33
183851	GEDDIS	REGINALD		20001218	0.50	148.07	74.03
183851	GEDDIS	REGINALD		20010101	0.50	78.50	39.25
183851	GEDDIS	REGINALD		20010115	0.50	131.60	65.80
183851	GEDDIS	REGINALD		20010129	0.50	156.22	78.11
183851	GEDDIS	REGINALD		20010212	0.50	138.63	69.31
183851	GEDDIS	REGINALD		20010226	0.50	148.02	74.01
183851	GEDDIS	REGINALD		20010312	0.50	102.71	51.35
183851	GEDDIS	REGINALD		20010326	0.50	108.90	54.45
183851	GEDDIS	REGINALD		20010409	0.50	177.98	88.99
183851	GEDDIS	REGINALD		20010423	0.50	163.93	81.96
183851	GEDDIS	REGINALD		20010507	0.50	167.36	83.68
183851	GEDDIS	REGINALD		20010521	0.50	120.91	60.45
183851	GEDDIS	REGINALD		20010604	0.50	112.95	56.47
183851	GEDDIS	REGINALD		20010618	0.50	131.27	65.63
183851	GEDDIS	REGINALD		20010702	0.50	133.70	66.85
183851	GEDDIS	REGINALD		20010716	0.50	114.43	57.21
183851	GEDDIS	REGINALD		20010730	0.50	146.53	73.26
183851	GEDDIS	REGINALD		20010813	0.50	135.87	67.93
183851	GEDDIS	REGINALD		20010827	0.50	150.76	75.38
183851	GEDDIS	REGINALD		20010910	0.50	126.79	63.39
183851	GEDDIS	REGINALD		20010924	0.50	155.87	77.93
183851	GEDDIS	REGINALD		20011008	0.50	174.27	87.13
183851	GEDDIS	REGINALD		20011022	0.50	147.94	73.97
183851	GEDDIS	REGINALD		20011105	0.50	159.73	79.86
183851	GEDDIS	REGINALD		20011119	0.50	147.47	73.73
183851	GEDDIS	REGINALD		20011203	0.50	128.40	64.20
183851	GEDDIS	REGINALD		20011217	0.50	199.39	99.69
183851	GEDDIS	REGINALD		20011231	0.50	79.67	39.83
183851	GEDDIS	REGINALD		20020114	0.50	108.16	54.08
183851	GEDDIS	REGINALD		20020128	0.50	140.72	70.36
183851	GEDDIS	REGINALD		20020211	0.50	156.13	78.06
183851	GEDDIS	REGINALD		20020225	0.50	137.83	68.91
183851	GEDDIS	REGINALD		20020311	0.50	145.79	72.89
183851	GEDDIS	REGINALD		20020325	0.50	146.91	73.45
183851	GEDDIS	REGINALD		20020408	0.50	150.00	75.00
183851	GEDDIS	REGINALD		20020422	0.50	151.66	75.83
183851	GEDDIS	REGINALD		20020506	0.50	149.30	74.65
183851	GEDDIS	REGINALD		20020520	0.50	156.14	78.07

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
183851	GEDDIS	REGINALD		20020603	0.50	173.74	86.87
183851	GEDDIS	REGINALD		20020617	0.50	149.46	74.73
183851	GEDDIS	REGINALD		20020701	0.50	153.74	76.87
183851	GEDDIS	REGINALD		20020715	0.50	143.26	71.63
183851	GEDDIS	REGINALD		20020729	0.50	155.36	77.68
183851	GEDDIS	REGINALD		20020812	0.50	144.80	72.40
183851	GEDDIS	REGINALD		20020826	0.50	147.80	73.90
183851	GEDDIS	REGINALD		20020909	0.50	135.00	67.50
183851	GEDDIS	REGINALD		20020923	0.50	146.50	73.25
183851	GEDDIS	REGINALD		20021007	0.50	150.00	75.00
183851	GEDDIS	REGINALD		20021021	0.50	150.00	75.00
183851	GEDDIS	REGINALD		20021104	0.50	142.16	71.08
183851	GEDDIS	REGINALD		20021118	0.50	133.78	66.89
183851	GEDDIS	REGINALD		20021202	0.50	125.84	62.92
183851	GEDDIS	REGINALD		20021216	0.50	134.06	67.03
183851	GEDDIS	REGINALD		20021230	0.50	70.16	35.08
183851	GEDDIS	REGINALD		20030113	0.50	74.36	37.18
183851	GEDDIS	REGINALD		20030127	0.50	93.26	46.63
183851	GEDDIS	REGINALD		20030210	0.50	112.16	56.08
183851	GEDDIS	REGINALD		20030224	0.50	100.20	50.10
183851	GEDDIS	REGINALD		20030224	0.50	100.20	50.10
183851	GEDDIS	REGINALD		20030310	0.50	101.34	50.67
183851	GEDDIS	REGINALD		20030324	0.50	125.26	62.63
183851	GEDDIS	REGINALD		20030407	0.50	95.61	47.80
183851	GEDDIS	REGINALD		20030421	0.50	98.76	49.38
183851	GEDDIS	REGINALD		20030505	0.50	87.61	43.80
183851	GEDDIS	REGINALD		20030519	0.50	133.60	66.80
183851	GEDDIS	REGINALD		20030602	0.50	134.30	67.15
183851	GEDDIS	REGINALD		20030616	0.50	150.61	75.30
183851	GEDDIS	REGINALD		20030630	0.50	90.40	45.20
244122	GETER	HARRY		20000508	0.35	49.27	17.24
244122	GETER	HARRY		20000508	0.55	7.23	3.97
244122	GETER	HARRY		20000522	0.35	63.62	22.26
244122	GETER	HARRY		20000522	0.25	7.50	1.87
244122	GETER	HARRY		20000605	0.35	58.78	20.57
247600	GIANNETTINI	CHRISTOPHE	LEE	19990913	0.35	70.50	24.67
247600	GIANNETTINI	CHRISTOPHE	LEE	19990913	0.55	16.75	9.21
247600	GIANNETTINI	CHRISTOPHE	LEE	19990927	0.35	54.50	19.07
247600	GIANNETTINI	CHRISTOPHE	LEE	19990927	0.55	20.50	11.27
247600	GIANNETTINI	CHRISTOPHE	LEE	19991011	0.50	74.50	37.25
247600	GIANNETTINI	CHRISTOPHE	LEE	19991011	0.55	21.75	11.96
247600	GIANNETTINI	CHRISTOPHE	LEE	19991025	0.50	61.25	30.62
247600	GIANNETTINI	CHRISTOPHE	LEE	19991025	0.55	13.75	7.56
247600	GIANNETTINI	CHRISTOPHE	LEE	19991108	0.50	74.00	37.00
247600	GIANNETTINI	CHRISTOPHE	LEE	19991108	0.55	23.50	12.92
247600	GIANNETTINI	CHRISTOPHE	LEE	19991122	0.50	57.27	28.63
247600	GIANNETTINI	CHRISTOPHE	LEE	19991122	0.55	6.72	3.69
247600	GIANNETTINI	CHRISTOPHE	LEE	19991220	0.35	62.20	21.77
247600	GIANNETTINI	CHRISTOPHE	LEE	19991220	0.55	22.12	12.16
247600	GIANNETTINI	CHRISTOPHE	LEE	19991220	2.50	2.00	5.00
247600	GIANNETTINI	CHRISTOPHE	LEE	20000103	0.15	62.20	9.33
247600	GIANNETTINI	CHRISTOPHE	LEE	20000103	0.35	30.00	10.50
247600	GIANNETTINI	CHRISTOPHE	LEE	20000103	0.55	4.87	2.67
247600	GIANNETTINI	CHRISTOPHE	LEE	20000117	0.50	73.93	36.96

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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.

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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

5471

AMENDMENT TO GRIEVANCE OF CHARLES P. GRAHAM, JR., #294453

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 402.11 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.

Charles P. Graham Jr. 2-3-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1106; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT 9

A - 0782
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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PLAINTIFF'S EXHIBIT C

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

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PLAINTIFF'S EXHIBIT F

PERGAD-Bayonne, N. J.

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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AMENDMENT TO GRIEVANCE OF RICHARD GRAHAM, #228235

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2009.02 hours in 2000 at $10.66 per hour; 1393.75 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8277.56 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0782; C, 0081,0086; F, 1103-1105; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

PLAINTIFF'S EXHIBIT C

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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

PSHCAD-Bayonne, N. J.
PLAINTIFF'S EXHIBIT
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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
228235	GRAHAM	RICHARD		20000605	0.55	13.32	7.32
228235	GRAHAM	RICHARD		20000605	0.25	14.28	3.57
228235	GRAHAM	RICHARD		20000703	0.50	60.00	30.00
228235	GRAHAM	RICHARD		20000703	0.55	22.88	12.58
228235	GRAHAM	RICHARD		20000703	0.35	4.68	1.63
228235	GRAHAM	RICHARD		20000703	0.25	17.23	4.30
228235	GRAHAM	RICHARD		20000717	0.50	67.38	33.69
228235	GRAHAM	RICHARD		20000731	0.50	90.82	45.41
228235	GRAHAM	RICHARD		20000814	0.50	74.59	37.29
228235	GRAHAM	RICHARD		20000828	0.50	78.85	39.42
228235	GRAHAM	RICHARD		20000911	0.50	72.71	36.35
228235	GRAHAM	RICHARD		20000925	0.50	100.46	50.23
228235	GRAHAM	RICHARD		20001009	0.50	106.78	53.39
228235	GRAHAM	RICHARD		20001023	0.50	146.00	73.00
228235	GRAHAM	RICHARD		20001106	0.50	130.17	65.08
228235	GRAHAM	RICHARD		20001120	0.50	94.42	47.21
228235	GRAHAM	RICHARD		20001204	0.50	72.40	36.20
228235	GRAHAM	RICHARD		20001218	0.50	115.10	57.55
228235	GRAHAM	RICHARD		20010101	0.50	56.55	28.27
228235	GRAHAM	RICHARD		20010115	0.50	77.48	38.74
228235	GRAHAM	RICHARD		20010129	0.50	99.12	49.56
228235	GRAHAM	RICHARD		20010212	0.50	97.79	48.89
228235	GRAHAM	RICHARD		20010226	0.50	102.45	51.22
228235	GRAHAM	RICHARD		20010312	0.50	112.50	56.25
228235	GRAHAM	RICHARD		20010326	0.50	112.50	56.25
228235	GRAHAM	RICHARD		20010409	0.50	124.53	62.26
228235	GRAHAM	RICHARD		20010423	0.50	117.13	58.56
228235	GRAHAM	RICHARD		20010507	0.50	117.67	58.83
228235	GRAHAM	RICHARD		20010521	0.50	130.55	65.27
228235	GRAHAM	RICHARD		20010604	0.50	99.48	49.74
228235	GRAHAM	RICHARD		20010618	0.50	100.85	50.42
228235	GRAHAM	RICHARD		20010702	0.50	102.05	51.02
228235	GRAHAM	RICHARD		20010716	0.50	100.47	50.23
228235	GRAHAM	RICHARD		20010730	0.50	111.68	55.84
228235	GRAHAM	RICHARD		20010813	0.50	110.97	55.48
228235	GRAHAM	RICHARD		20010827	0.50	111.86	55.93
228235	GRAHAM	RICHARD		20010910	0.50	107.53	53.76
228235	GRAHAM	RICHARD		20010924	0.50	85.15	42.57
228235	GRAHAM	RICHARD		20011008	0.50	176.72	88.36
228235	GRAHAM	RICHARD		20011022	0.50	144.35	72.17
228235	GRAHAM	RICHARD		20011105	0.50	121.64	60.82
228235	GRAHAM	RICHARD		20011119	0.50	131.68	65.84
228235	GRAHAM	RICHARD		20011203	0.50	97.95	48.97
228235	GRAHAM	RICHARD		20011217	0.50	134.10	67.05
228235	GRAHAM	RICHARD		20011231	0.50	61.28	30.64
228235	GRAHAM	RICHARD		20020114	0.50	89.23	44.61
228235	GRAHAM	RICHARD		20020128	0.50	69.00	34.50
228235	GRAHAM	RICHARD		20020211	0.50	127.33	63.66
228235	GRAHAM	RICHARD		20020225	0.50	131.91	65.95
228235	GRAHAM	RICHARD		20020311	0.50	133.27	66.63
228235	GRAHAM	RICHARD		20020325	0.50	128.79	64.39
228235	GRAHAM	RICHARD		20020408	0.50	119.43	59.71
228235	GRAHAM	RICHARD		20020422	0.50	119.70	59.85
228235	GRAHAM	RICHARD		20020506	0.50	108.13	54.06

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
228235	GRAHAM	RICHARD		20020520	0.50	144.92	72.46
228235	GRAHAM	RICHARD		20020603	0.50	168.92	84.46
228235	GRAHAM	RICHARD		20020617	0.50	130.41	65.20
228235	GRAHAM	RICHARD		20020701	0.50	131.04	65.52
228235	GRAHAM	RICHARD		20020715	0.50	113.80	56.90
228235	GRAHAM	RICHARD		20020729	0.50	133.25	66.62
228235	GRAHAM	RICHARD		20020812	0.50	132.39	66.19
228235	GRAHAM	RICHARD		20020826	0.50	135.00	67.50
228235	GRAHAM	RICHARD		20020909	0.50	121.50	60.75
228235	GRAHAM	RICHARD		20020923	0.50	134.77	67.38
228235	GRAHAM	RICHARD		20021007	0.50	130.64	65.32
228235	GRAHAM	RICHARD		20021021	0.50	129.56	64.78
228235	GRAHAM	RICHARD		20021104	0.50	144.90	72.45
228235	GRAHAM	RICHARD		20021118	0.50	139.29	69.64
228235	GRAHAM	RICHARD		20021202	0.50	116.41	58.20
228235	GRAHAM	RICHARD		20021216	0.50	121.28	60.64
228235	GRAHAM	RICHARD		20021230	0.50	69.57	34.78
228235	GRAHAM	RICHARD		20030113	0.50	89.69	44.84
228235	GRAHAM	RICHARD		20030127	0.50	106.69	53.34
228235	GRAHAM	RICHARD		20030210	0.50	115.52	57.76
228235	GRAHAM	RICHARD		20030224	0.50	115.81	57.90
228235	GRAHAM	RICHARD		20030310	0.50	131.16	65.58
228235	GRAHAM	RICHARD		20030324	0.50	117.86	58.93
228235	GRAHAM	RICHARD		20030407	0.50	130.53	65.26
228235	GRAHAM	RICHARD		20030421	0.50	124.32	62.16
228235	GRAHAM	RICHARD		20030505	0.50	97.09	48.54
228235	GRAHAM	RICHARD		20030519	0.50	140.51	70.25
228235	GRAHAM	RICHARD		20030602	0.50	116.58	58.29
228235	GRAHAM	RICHARD		20030616	0.50	145.83	72.91
228235	GRAHAM	RICHARD		20030630	0.50	50.51	25.25
228235	GRAHAM	RICHARD		20030728	0.50	17.50	8.75
228235	GRAHAM	RICHARD		20030811	0.50	17.50	8.75
228235	GRAHAM	RICHARD		20031006	0.50	17.50	8.75
228235	GRAHAM	RICHARD		20031020	0.50	17.50	8.75
228235	GRAHAM	RICHARD		20031117	0.50	84.17	42.08
228235	GRAHAM	RICHARD		20031201	0.50	121.16	60.58
228235	GRAHAM	RICHARD		20031215	0.50	127.34	63.67
228235	GRAHAM	RICHARD		20031229	0.50	118.93	59.46
228235	GRAHAM	RICHARD		20040112	0.50	70.34	35.17
228235	GRAHAM	RICHARD		20040126	0.50	97.19	48.59
228235	GRAHAM	RICHARD		20040209	0.50	139.84	69.92
228235	GRAHAM	RICHARD		20040223	0.50	156.01	78.00
228235	GRAHAM	RICHARD		20040308	0.50	149.76	74.88
228235	GRAHAM	RICHARD		20040322	0.50	170.78	85.39
228235	GRAHAM	RICHARD		20040405	0.50	151.15	75.57
228235	GRAHAM	RICHARD		20040419	0.50	146.22	73.11
228235	GRAHAM	RICHARD		20040503	0.50	153.06	76.53
228235	GRAHAM	RICHARD		20040517	0.50	164.10	82.05
228235	GRAHAM	RICHARD		20040531	0.50	155.59	77.79
235175	GRAHAM	WILLIAM		20001009	0.00	0.00	0.01
235175	GRAHAM	WILLIAM		20001009	12.75	14.00	12.74
235175	GRAHAM	WILLIAM		20001023	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20001106	12.75	14.00	12.75
235175	GRAHAM	WILLIAM		20001120	12.75	14.00	12.75

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

9/68 - 6/72	Doctor of Business Administration 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