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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 13 OF 14

Lake E. Summers
Malone, Thompson, Summers & Ott LLC
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Columbia, South Carolina 29201
Office: (803) 254-3300
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Counsel for SCDC

AMENDMENT TO GRIEVANCE OF HOWARD GRANT, #255473

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 1805.78 hours in 2000 at $10.66 per hour; 78.75 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5265.63 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1107-1109; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT F

Inmate #	LastName	FirstName	MiddleName	PayDate	PayRate	Hours	PayAmount
255473	GRANT	HOWARD	ANTHONY	20000424	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20000424	0.55	6.30	3.46
255473	GRANT	HOWARD	ANTHONY	20000508	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20000508	0.55	12.15	6.68
255473	GRANT	HOWARD	ANTHONY	20000508	0.25	7.02	1.75
255473	GRANT	HOWARD	ANTHONY	20000522	0.65	67.50	43.87
255473	GRANT	HOWARD	ANTHONY	20000522	0.75	59.42	44.56
255473	GRANT	HOWARD	ANTHONY	20000522	0.25	26.13	6.53
255473	GRANT	HOWARD	ANTHONY	20000605	0.65	67.50	43.87
255473	GRANT	HOWARD	ANTHONY	20000605	0.75	11.63	8.72
255473	GRANT	HOWARD	ANTHONY	20000605	0.25	7.28	1.82
255473	GRANT	HOWARD	ANTHONY	20000703	0.50	52.40	26.20
255473	GRANT	HOWARD	ANTHONY	20000703	0.35	4.50	1.57
255473	GRANT	HOWARD	ANTHONY	20000717	0.50	78.00	39.00
255473	GRANT	HOWARD	ANTHONY	20000731	0.50	113.97	56.98
255473	GRANT	HOWARD	ANTHONY	20000814	0.50	101.25	50.62
255473	GRANT	HOWARD	ANTHONY	20000828	0.50	112.50	56.25
255473	GRANT	HOWARD	ANTHONY	20000911	0.50	83.47	41.73
255473	GRANT	HOWARD	ANTHONY	20000925	0.50	102.86	51.43
255473	GRANT	HOWARD	ANTHONY	20001009	0.50	97.50	48.75
255473	GRANT	HOWARD	ANTHONY	20001023	0.50	66.75	33.37
255473	GRANT	HOWARD	ANTHONY	20010618	0.50	26.25	13.12
255473	GRANT	HOWARD	ANTHONY	20010702	0.50	52.50	26.25
255473	GRANT	HOWARD	ANTHONY	20010716	0.50	47.25	23.62
255473	GRANT	HOWARD	ANTHONY	20010730	0.50	52.50	26.25
255473	GRANT	HOWARD	ANTHONY	20010813	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20010827	0.50	75.00	37.50
255473	GRANT	HOWARD	ANTHONY	20010910	0.50	81.00	40.50
255473	GRANT	HOWARD	ANTHONY	20010924	0.50	97.11	48.55
255473	GRANT	HOWARD	ANTHONY	20011008	0.50	102.00	51.00
255473	GRANT	HOWARD	ANTHONY	20011022	0.50	72.00	36.00
255473	GRANT	HOWARD	ANTHONY	20011105	0.50	106.03	53.01
255473	GRANT	HOWARD	ANTHONY	20011119	0.50	223.10	111.55
255473	GRANT	HOWARD	ANTHONY	20011203	0.50	93.58	46.79
255473	GRANT	HOWARD	ANTHONY	20011217	0.50	118.65	59.32
255473	GRANT	HOWARD	ANTHONY	20011231	0.50	61.47	30.73
255473	GRANT	HOWARD	ANTHONY	20020114	0.50	88.73	44.36
255473	GRANT	HOWARD	ANTHONY	20020128	0.50	105.00	52.50
255473	GRANT	HOWARD	ANTHONY	20020211	0.50	121.31	60.65
255473	GRANT	HOWARD	ANTHONY	20020225	0.50	101.37	50.68
255473	GRANT	HOWARD	ANTHONY	20020311	0.50	112.50	56.25
255473	GRANT	HOWARD	ANTHONY	20020325	0.50	105.42	52.71
255473	GRANT	HOWARD	ANTHONY	20020408	0.50	101.85	50.92
255473	GRANT	HOWARD	ANTHONY	20020422	0.50	117.60	58.80
255473	GRANT	HOWARD	ANTHONY	20020506	0.50	132.80	66.40
255473	GRANT	HOWARD	ANTHONY	20020520	0.50	130.95	65.47
255473	GRANT	HOWARD	ANTHONY	20020603	0.50	116.75	58.37
255473	GRANT	HOWARD	ANTHONY	20020617	0.50	123.79	61.89
255473	GRANT	HOWARD	ANTHONY	20020701	0.50	127.50	63.75
255473	GRANT	HOWARD	ANTHONY	20020715	0.50	120.00	60.00
255473	GRANT	HOWARD	ANTHONY	20020729	0.50	131.01	65.50
255473	GRANT	HOWARD	ANTHONY	20020812	0.50	129.39	64.69
255473	GRANT	HOWARD	ANTHONY	20020826	0.50	130.65	65.32
255473	GRANT	HOWARD	ANTHONY	20020909	0.50	121.36	60.68

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

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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AMENDMENT TO GRIEVANCE OF GARY L. GROOMS, #283860

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4199.77 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1121-1122; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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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.

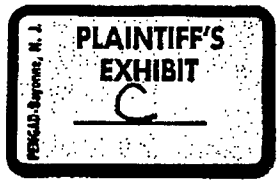
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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



Inmate#	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
260130	GRIFFIN	TIMOTHY		20000424	0.55	6.19	3.40
260130	GRIFFIN	TIMOTHY		20000424	0.25	7.00	1.75
260130	GRIFFIN	TIMOTHY		20000508	0.50	75.00	37.50
260130	GRIFFIN	TIMOTHY		20000508	0.80	6.96	5.56
260130	GRIFFIN	TIMOTHY		20000522	0.65	67.50	43.87
260130	GRIFFIN	TIMOTHY		20000522	0.75	1.35	1.01
260130	GRIFFIN	TIMOTHY		20000522	0.25	4.93	1.23
260130	GRIFFIN	TIMOTHY		20000605	0.65	67.50	43.87
260130	GRIFFIN	TIMOTHY		20000605	0.75	8.17	6.12
260130	GRIFFIN	TIMOTHY		20000605	0.25	7.03	1.75
260130	GRIFFIN	TIMOTHY		20000703	0.50	55.92	27.96
260130	GRIFFIN	TIMOTHY		20000703	0.35	5.07	1.77
229407	GRIGG	RONALD	DEAN	20000117	0.35	33.13	11.59
229407	GRIGG	RONALD	DEAN	20000117	0.55	3.65	2.00
229407	GRIGG	RONALD	DEAN	20000131	0.35	51.53	18.03
229407	GRIGG	RONALD	DEAN	20000214	0.35	68.68	24.03
229407	GRIGG	RONALD	DEAN	20000214	0.80	6.50	5.20
229407	GRIGG	RONALD	DEAN	20000214	0.55	5.50	3.02
229407	GRIGG	RONALD	DEAN	20000228	0.35	66.25	23.18
229407	GRIGG	RONALD	DEAN	20000228	1.05	15.00	15.75
229407	GRIGG	RONALD	DEAN	20000313	0.50	75.00	37.50
229407	GRIGG	RONALD	DEAN	20000327	0.50	75.00	37.50
229407	GRIGG	RONALD	DEAN	20000410	0.35	65.38	22.88
229407	GRIGG	RONALD	DEAN	20000424	0.50	75.00	37.50
229407	GRIGG	RONALD	DEAN	20000424	0.55	38.05	20.92
229407	GRIGG	RONALD	DEAN	20000424	0.25	7.00	1.75
229407	GRIGG	RONALD	DEAN	20000508	0.50	75.00	37.50
229407	GRIGG	RONALD	DEAN	20000508	0.50	15.92	7.96
229407	GRIGG	RONALD	DEAN	20000508	0.55	15.92	8.75
229407	GRIGG	RONALD	DEAN	20000508	0.25	14.39	3.59
229407	GRIGG	RONALD	DEAN	20000522	0.35	30.00	10.50
229407	GRIGG	RONALD	DEAN	20000522	0.25	7.50	1.87
247810	GRIMBALL	HERBERT	LEE	20010312	0.50	1.10	0.55
283860	GROOMS	GARY	LEE	20020729	0.50	31.05	15.52
283860	GROOMS	GARY	LEE	20020812	0.50	45.12	22.56
283860	GROOMS	GARY	LEE	20020826	0.50	40.85	20.42
283860	GROOMS	GARY	LEE	20020909	0.50	40.64	20.32
283860	GROOMS	GARY	LEE	20020923	0.50	63.65	31.82
283860	GROOMS	GARY	LEE	20021007	0.50	62.62	31.31
283860	GROOMS	GARY	LEE	20021021	0.50	70.00	35.00
283860	GROOMS	GARY	LEE	20021104	0.50	84.24	42.12
283860	GROOMS	GARY	LEE	20021118	0.50	87.29	43.64
283860	GROOMS	GARY	LEE	20021202	0.50	73.34	36.67
283860	GROOMS	GARY	LEE	20021216	0.50	85.54	42.77
283860	GROOMS	GARY	LEE	20021230	0.50	39.86	19.93
283860	GROOMS	GARY	LEE	20030113	0.50	59.48	29.74
283860	GROOMS	GARY	LEE	20030127	0.50	75.28	37.64
283860	GROOMS	GARY	LEE	20030210	0.50	104.43	52.21
283860	GROOMS	GARY	LEE	20030224	0.50	110.12	55.06
283860	GROOMS	GARY	LEE	20030310	0.50	102.93	51.46
283860	GROOMS	GARY	LEE	20030324	0.50	98.82	49.41
283860	GROOMS	GARY	LEE	20030407	0.50	102.33	51.16
283860	GROOMS	GARY	LEE	20030421	0.50	87.93	43.96
283860	GROOMS	GARY	LEE	20030505	0.50	54.56	27.28

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
283860	GROOMS	GARY	LEE	20030519	0.50	9.30	4.65
283860	GROOMS	GARY	LEE	20030602	0.50	71.37	35.68
283860	GROOMS	GARY	LEE	20030616	0.50	99.30	49.65
283860	GROOMS	GARY	LEE	20030630	0.50	105.63	52.81
283860	GROOMS	GARY	LEE	20030714	0.50	96.08	48.04
283860	GROOMS	GARY	LEE	20030728	0.50	103.73	51.86
283860	GROOMS	GARY	LEE	20030811	0.50	97.38	48.69
283860	GROOMS	GARY	LEE	20030825	0.50	116.84	58.42
283860	GROOMS	GARY	LEE	20030908	0.50	86.73	43.36
283860	GROOMS	GARY	LEE	20030922	0.50	81.20	40.60
283860	GROOMS	GARY	LEE	20031006	0.50	100.56	50.28
283860	GROOMS	GARY	LEE	20031020	0.50	96.22	48.11
283860	GROOMS	GARY	LEE	20031103	0.50	112.85	56.42
283860	GROOMS	GARY	LEE	20031117	0.50	109.80	54.90
283860	GROOMS	GARY	LEE	20031201	0.50	70.89	35.44
283860	GROOMS	GARY	LEE	20031215	0.50	84.69	42.34
283860	GROOMS	GARY	LEE	20031229	0.50	100.56	50.28
283860	GROOMS	GARY	LEE	20040112	0.50	54.94	27.47
283860	GROOMS	GARY	LEE	20040126	0.50	107.22	53.61
283860	GROOMS	GARY	LEE	20040209	0.50	107.87	53.93
283860	GROOMS	GARY	LEE	20040223	0.50	107.79	53.89
283860	GROOMS	GARY	LEE	20040308	0.50	124.24	62.12
283860	GROOMS	GARY	LEE	20040322	0.50	123.34	61.67
283860	GROOMS	GARY	LEE	20040405	0.50	108.43	54.21
283860	GROOMS	GARY	LEE	20040419	0.50	67.95	33.97
283860	GROOMS	GARY	LEE	20040503	0.50	121.18	60.59
283860	GROOMS	GARY	LEE	20040517	0.50	118.82	59.41
283860	GROOMS	GARY	LEE	20040531	0.50	94.78	47.39
276346	GROSCOST	TODD		20010827	0.50	11.47	5.73
276346	GROSCOST	TODD		20010910	0.50	36.60	18.30
276346	GROSCOST	TODD		20010924	0.50	52.50	26.25
276346	GROSCOST	TODD		20011008	0.50	73.42	36.71
276346	GROSCOST	TODD		20011022	0.50	71.07	35.53
276346	GROSCOST	TODD		20011105	0.50	72.67	36.33
276346	GROSCOST	TODD		20011119	0.50	77.65	38.82
276346	GROSCOST	TODD		20011203	0.50	89.18	44.59
276346	GROSCOST	TODD		20011217	0.50	52.51	26.25
276346	GROSCOST	TODD		20011231	0.50	17.00	8.50
276346	GROSCOST	TODD		20020114	0.50	55.70	27.85
276346	GROSCOST	TODD		20020128	0.50	20.56	10.28
276346	GROSCOST	TODD		20020211	0.50	45.03	22.51
276346	GROSCOST	TODD		20020225	0.50	80.21	40.10
276346	GROSCOST	TODD		20020311	0.50	109.43	54.71
276346	GROSCOST	TODD		20020325	0.50	58.12	29.06
276346	GROSCOST	TODD		20020408	0.50	93.53	46.76
276346	GROSCOST	TODD		20020422	0.50	51.47	25.73
276346	GROSCOST	TODD		20020506	0.50	50.23	25.11
276346	GROSCOST	TODD		20020520	0.50	99.06	49.53
276346	GROSCOST	TODD		20020603	0.50	97.43	48.71
276346	GROSCOST	TODD		20020617	0.50	31.08	15.54
276285	GUITERREZ	ROBERTO	RAMIREZ	20010827	0.50	40.49	20.24
276285	GUITERREZ	ROBERTO	RAMIREZ	20010910	0.50	47.01	23.50
276285	GUITERREZ	ROBERTO	RAMIREZ	20010924	0.50	52.50	26.25
276285	GUITERREZ	ROBERTO	RAMIREZ	20011008	0.50	76.50	38.25

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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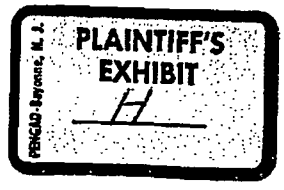

RESUME-3/03
Dr. Joseph J. Benich

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

5505

AMENDMENT TO GRIEVANCE OF WAYNE HARLEN, #245705

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

Grievant requests back wages owed for 74.94 hours in 1999 at $9.68 per hour; 1400.55 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 638.08 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Wayne Harlen 10/11/05
(Grievant Signature) (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1129-1130; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

5506

AMENDMENT TO GRIEVANCE OF WAYNE HARLEN, #245705

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

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(Grievant Signature) (Date)

* Attached are Exh. A, 0783; C, 0081,0086; F, 1129-1130; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

A - 0783
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.

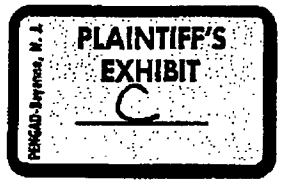
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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

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PENGAD-Bayonne, N. J.

PLAINTIFF'S EXHIBIT F

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

5512

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.

5513

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

55/5

AMENDMENT TO GRIEVANCE OF GARY HAYES, #263985

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2163.39 hours in 2000 at $10.66 per hour; 1801.89 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8386.37 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

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

* Attached are Exh. A, 0784; C, 0081,0086; F, 1137-1139; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

AMENDMENT TO GRIEVANCE OF GARY HAYES, #263985

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

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

* Attached are Exh. A, 0784; C, 0081,0086; F, 1137-1139; H, 1-3.
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AMENDMENT TO GRIEVANCE OF GARY HAYES, #263985

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Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2163.39 hours in 2000 at $10.66 per hour; 1801.89 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 8386.37 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1137-1139; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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 JOHNNY HAYES, #267910

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 817.52 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.

Johnny Hayes 2-10-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1139; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

5522

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

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PLAINTIFF'S EXHIBIT A

A - 0784
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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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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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

5525

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

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PLAINTIFF'S EXHIBIT F

A - 1139
June 2004

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

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NON-ACADEMIC EXPERIENCE

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

PUBLICATIONS

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

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

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

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

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

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

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

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

5529

AMENDMENT TO GRIEVANCE OF STEVEN HICKENBOTTOM, #196263

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 591.93 hours in 1999 at $9.68 per hour; 2327.25 hours in 2000 at $10.66 per hour; 1708.72 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 9500.89 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.

Steven Hickenbottom 2-4-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1141-1144; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT A

A - 0784
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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5532

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.

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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

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257686	HENDRIX, III	HENRY	DAVID	20021202	0.50	54.05	27.02
257686	HENDRIX, III	HENRY	DAVID	20021216	0.50	51.15	25.57
257686	HENDRIX, III	HENRY	DAVID	20021230	0.50	31.26	15.63
262983	HENRY	DAVID	LYLE	20000117	0.35	30.00	10.50
262983	HENRY	DAVID	LYLE	20000117	0.55	2.75	1.51
262983	HENRY	DAVID	LYLE	20000131	0.35	61.00	21.35
262983	HENRY	DAVID	LYLE	20000214	0.35	75.00	26.25
262983	HENRY	DAVID	LYLE	20000214	0.80	6.50	5.20
262983	HENRY	DAVID	LYLE	20000214	0.55	5.50	3.02
262983	HENRY	DAVID	LYLE	20000228	0.35	64.53	22.58
262983	HENRY	DAVID	LYLE	20000228	1.05	15.00	15.75
262983	HENRY	DAVID	LYLE	20000313	0.50	71.68	35.84
262983	HENRY	DAVID	LYLE	20000327	0.50	75.00	37.50
262983	HENRY	DAVID	LYLE	20000410	0.50	73.10	36.55
262983	HENRY	DAVID	LYLE	20000410	0.80	7.50	6.00
262983	HENRY	DAVID	LYLE	20000424	0.50	75.00	37.50
262983	HENRY	DAVID	LYLE	20000424	0.55	8.89	4.88
262983	HENRY	DAVID	LYLE	20000424	0.25	7.00	1.75
262983	HENRY	DAVID	LYLE	20000508	0.50	75.00	37.50
262983	HENRY	DAVID	LYLE	20000508	0.55	10.68	5.87
262983	HENRY	DAVID	LYLE	20000508	0.25	4.63	1.15
262983	HENRY	DAVID	LYLE	20000522	0.50	67.50	33.75
262983	HENRY	DAVID	LYLE	20000522	0.55	13.45	7.39
262983	HENRY	DAVID	LYLE	20000522	0.25	7.50	1.87
262983	HENRY	DAVID	LYLE	20000605	0.50	67.50	33.75
262983	HENRY	DAVID	LYLE	20000605	0.55	3.37	1.85
262983	HENRY	DAVID	LYLE	20000703	0.50	60.00	30.00
262983	HENRY	DAVID	LYLE	20000703	0.55	34.98	19.23
262983	HENRY	DAVID	LYLE	20000703	0.25	14.72	3.68
262983	HENRY	DAVID	LYLE	20000717	0.50	83.33	41.66
262983	HENRY	DAVID	LYLE	20000731	0.50	142.35	71.17
262983	HENRY	DAVID	LYLE	20000814	0.50	108.15	54.07
262983	HENRY	DAVID	LYLE	20000828	0.50	146.22	73.11
262983	HENRY	DAVID	LYLE	20000911	0.50	100.88	50.44
262983	HENRY	DAVID	LYLE	20000925	0.50	142.53	71.26
262983	HENRY	DAVID	LYLE	20001009	0.50	145.18	72.59
262983	HENRY	DAVID	LYLE	20001023	0.50	123.05	61.52
262983	HENRY	DAVID	LYLE	20001106	0.50	143.97	71.98
262983	HENRY	DAVID	LYLE	20001120	0.50	116.84	58.42
262983	HENRY	DAVID	LYLE	20001204	0.50	94.70	47.35
262983	HENRY	DAVID	LYLE	20001218	0.50	168.76	84.38
262983	HENRY	DAVID	LYLE	20010101	0.50	81.72	40.86
262983	HENRY	DAVID	LYLE	20010115	0.50	111.63	55.81
262983	HENRY	DAVID	LYLE	20010129	0.50	59.20	29.60
262983	HENRY	DAVID	LYLE	20010827	0.50	106.77	53.38
262983	HENRY	DAVID	LYLE	20010910	0.50	162.67	81.33
262983	HENRY	DAVID	LYLE	20010924	0.50	161.11	80.55
262983	HENRY	DAVID	LYLE	20011008	0.50	210.37	105.18
262983	HENRY	DAVID	LYLE	20011022	0.50	178.79	89.39
262983	HENRY	DAVID	LYLE	20011105	0.50	142.93	71.46
196263	HICKENBOTTOM	STEVEN		19990927	0.35	54.50	19.07
196263	HICKENBOTTOM	STEVEN		19990927	0.55	22.00	12.10
196263	HICKENBOTTOM	STEVEN		19991011	0.50	70.50	35.25
196263	HICKENBOTTOM	STEVEN		19991011	0.55	6.25	3.43

PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
196263	HICKENBOTTOM	STEVEN		19991025	0.35	54.50	19.07
196263	HICKENBOTTOM	STEVEN		19991108	0.50	70.00	35.00
196263	HICKENBOTTOM	STEVEN		19991108	0.55	32.00	17.60
196263	HICKENBOTTOM	STEVEN		19991122	0.50	56.75	28.37
196263	HICKENBOTTOM	STEVEN		19991122	0.55	14.55	8.00
196263	HICKENBOTTOM	STEVEN		19991206	0.50	55.73	27.86
196263	HICKENBOTTOM	STEVEN		19991220	0.50	72.85	36.42
196263	HICKENBOTTOM	STEVEN		19991220	0.55	37.33	20.53
196263	HICKENBOTTOM	STEVEN		19991220	2.50	2.00	5.00
196263	HICKENBOTTOM	STEVEN		20000103	0.50	37.50	18.75
196263	HICKENBOTTOM	STEVEN		20000103	0.55	5.47	3.00
196263	HICKENBOTTOM	STEVEN		20000117	0.50	70.88	35.44
196263	HICKENBOTTOM	STEVEN		20000117	0.55	12.32	6.77
196263	HICKENBOTTOM	STEVEN		20000117	0.50	15.00	7.50
196263	HICKENBOTTOM	STEVEN		20000117	0.55	4.00	2.20
196263	HICKENBOTTOM	STEVEN		20000131	0.50	60.78	30.39
196263	HICKENBOTTOM	STEVEN		20000214	0.50	74.20	37.10
196263	HICKENBOTTOM	STEVEN		20000214	0.80	6.50	5.20
196263	HICKENBOTTOM	STEVEN		20000214	0.55	5.50	3.02
196263	HICKENBOTTOM	STEVEN		20000228	0.50	63.78	31.89
196263	HICKENBOTTOM	STEVEN		20000228	1.05	7.50	7.87
196263	HICKENBOTTOM	STEVEN		20000313	0.50	72.60	36.30
196263	HICKENBOTTOM	STEVEN		20000313	0.55	6.50	3.57
196263	HICKENBOTTOM	STEVEN		20000327	0.50	75.00	37.50
196263	HICKENBOTTOM	STEVEN		20000327	0.55	4.29	2.35
196263	HICKENBOTTOM	STEVEN		20000327	0.80	7.50	6.00
196263	HICKENBOTTOM	STEVEN		20000410	0.50	74.93	37.46
196263	HICKENBOTTOM	STEVEN		20000410	0.55	3.88	2.13
196263	HICKENBOTTOM	STEVEN		20000410	0.80	15.00	12.00
196263	HICKENBOTTOM	STEVEN		20000424	0.65	75.00	48.75
196263	HICKENBOTTOM	STEVEN		20000424	0.75	17.97	13.47
196263	HICKENBOTTOM	STEVEN		20000424	0.25	12.93	3.23
196263	HICKENBOTTOM	STEVEN		20000508	0.65	75.00	48.75
196263	HICKENBOTTOM	STEVEN		20000508	0.75	20.07	15.05
196263	HICKENBOTTOM	STEVEN		20000508	0.25	13.98	3.49
196263	HICKENBOTTOM	STEVEN		20000522	0.65	67.50	43.87
196263	HICKENBOTTOM	STEVEN		20000522	0.75	19.02	14.26
196263	HICKENBOTTOM	STEVEN		20000522	0.25	21.68	5.42
196263	HICKENBOTTOM	STEVEN		20000605	0.75	67.50	50.62
196263	HICKENBOTTOM	STEVEN		20000605	0.75	12.72	9.54
196263	HICKENBOTTOM	STEVEN		20000605	0.25	7.20	1.80
196263	HICKENBOTTOM	STEVEN		20000703	0.35	64.53	22.58
196263	HICKENBOTTOM	STEVEN		20000703	0.55	49.35	27.14
196263	HICKENBOTTOM	STEVEN		20000703	0.25	14.72	3.68
196263	HICKENBOTTOM	STEVEN		20000717	0.50	54.20	27.10
196263	HICKENBOTTOM	STEVEN		20000731	0.50	90.12	45.06
196263	HICKENBOTTOM	STEVEN		20000814	0.50	65.23	32.61
196263	HICKENBOTTOM	STEVEN		20000828	0.50	116.80	58.40
196263	HICKENBOTTOM	STEVEN		20000911	0.50	82.58	41.29
196263	HICKENBOTTOM	STEVEN		20000925	0.50	120.69	60.34
196263	HICKENBOTTOM	STEVEN		20001009	0.50	111.82	55.91
196263	HICKENBOTTOM	STEVEN		20001023	0.50	115.42	57.71
196263	HICKENBOTTOM	STEVEN		20001106	0.50	111.56	55.78
196263	HICKENBOTTOM	STEVEN		20001120	0.50	91.34	45.67

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
196263	HICKENBOTTOM	STEVEN		20001204	0.50	68.15	34.07
196263	HICKENBOTTOM	STEVEN		20001218	0.50	109.19	54.59
196263	HICKENBOTTOM	STEVEN		20010101	0.50	73.82	36.91
196263	HICKENBOTTOM	STEVEN		20010115	0.50	115.16	57.58
196263	HICKENBOTTOM	STEVEN		20010129	0.50	133.04	66.52
196263	HICKENBOTTOM	STEVEN		20010212	0.50	120.52	60.26
196263	HICKENBOTTOM	STEVEN		20010226	0.50	130.43	65.21
196263	HICKENBOTTOM	STEVEN		20010312	0.50	115.85	57.92
196263	HICKENBOTTOM	STEVEN		20010326	0.50	122.55	61.27
196263	HICKENBOTTOM	STEVEN		20010409	0.50	131.06	65.53
196263	HICKENBOTTOM	STEVEN		20010423	0.90	125.90	113.31
196263	HICKENBOTTOM	STEVEN		20010507	0.50	114.56	57.28
196263	HICKENBOTTOM	STEVEN		20010521	0.50	151.62	75.81
196263	HICKENBOTTOM	STEVEN		20010604	0.50	106.85	53.42
196263	HICKENBOTTOM	STEVEN		20010618	0.50	152.00	76.00
196263	HICKENBOTTOM	STEVEN		20010702	0.50	189.18	94.59
196263	HICKENBOTTOM	STEVEN		20010716	0.50	185.78	92.89
196263	HICKENBOTTOM	STEVEN		20010730	0.50	77.32	38.66
196263	HICKENBOTTOM	STEVEN		20010813	0.50	215.93	107.96
196263	HICKENBOTTOM	STEVEN		20010827	0.50	200.17	100.08
196263	HICKENBOTTOM	STEVEN		20010910	0.50	161.39	80.69
196263	HICKENBOTTOM	STEVEN		20010924	0.50	156.86	78.43
196263	HICKENBOTTOM	STEVEN		20011008	0.50	224.47	112.23
196263	HICKENBOTTOM	STEVEN		20011022	0.50	222.58	111.29
196263	HICKENBOTTOM	STEVEN		20011105	0.50	166.17	83.08
196263	HICKENBOTTOM	STEVEN		20011119	0.50	210.12	105.06
196263	HICKENBOTTOM	STEVEN		20011203	0.50	155.86	77.93
196263	HICKENBOTTOM	STEVEN		20011217	0.50	180.17	90.08
196263	HICKENBOTTOM	STEVEN		20011231	0.50	93.73	46.86
196263	HICKENBOTTOM	STEVEN		20020114	0.50	122.81	61.40
196263	HICKENBOTTOM	STEVEN		20020128	0.50	143.86	71.93
196263	HICKENBOTTOM	STEVEN		20020211	0.50	186.64	93.32
196263	HICKENBOTTOM	STEVEN		20020225	0.50	166.56	83.28
196263	HICKENBOTTOM	STEVEN		20020311	0.50	122.69	61.34
196263	HICKENBOTTOM	STEVEN		20020325	0.50	130.25	65.12
196263	HICKENBOTTOM	STEVEN		20020408	0.50	113.05	56.52
196263	HICKENBOTTOM	STEVEN		20020422	0.50	116.20	58.10
196263	HICKENBOTTOM	STEVEN		20020506	0.50	136.30	68.15
196263	HICKENBOTTOM	STEVEN		20020520	0.50	134.18	67.09
196263	HICKENBOTTOM	STEVEN		20020603	0.50	125.34	62.67
196263	HICKENBOTTOM	STEVEN		20020617	0.50	137.33	68.66
196263	HICKENBOTTOM	STEVEN		20020701	0.50	126.29	63.14
196263	HICKENBOTTOM	STEVEN		20020715	0.50	134.60	67.30
196263	HICKENBOTTOM	STEVEN		20020729	0.50	148.00	74.00
196263	HICKENBOTTOM	STEVEN		20020812	0.50	193.74	96.87
196263	HICKENBOTTOM	STEVEN		20020826	0.50	190.56	95.28
196263	HICKENBOTTOM	STEVEN		20020909	0.50	137.84	68.92
196263	HICKENBOTTOM	STEVEN		20020923	0.50	167.61	83.80
196263	HICKENBOTTOM	STEVEN		20021007	0.50	181.35	90.67
196263	HICKENBOTTOM	STEVEN		20021021	0.50	174.14	87.07
196263	HICKENBOTTOM	STEVEN		20021104	0.50	149.16	74.58
196263	HICKENBOTTOM	STEVEN		20021118	0.50	161.75	80.87
196263	HICKENBOTTOM	STEVEN		20021202	0.50	127.50	63.75
196263	HICKENBOTTOM	STEVEN		20021216	0.50	122.72	61.36

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
196263	HICKENBOTTOM	STEVEN		20021230	0.50	60.43	30.21
196263	HICKENBOTTOM	STEVEN		20030113	0.50	88.02	44.01
196263	HICKENBOTTOM	STEVEN		20030127	0.50	108.32	54.16
196263	HICKENBOTTOM	STEVEN		20030210	0.50	121.68	60.84
196263	HICKENBOTTOM	STEVEN		20030224	0.50	134.71	67.35
196263	HICKENBOTTOM	STEVEN		20030310	0.50	107.01	53.50
196263	HICKENBOTTOM	STEVEN		20030324	0.50	126.95	63.47
196263	HICKENBOTTOM	STEVEN		20030407	0.50	86.08	43.04
196263	HICKENBOTTOM	STEVEN		20030421	0.50	107.15	53.57
196263	HICKENBOTTOM	STEVEN		20030505	0.50	62.77	31.38
196263	HICKENBOTTOM	STEVEN		20030519	0.50	126.62	63.31
196263	HICKENBOTTOM	STEVEN		20030602	0.50	109.36	54.68
196263	HICKENBOTTOM	STEVEN		20030616	0.50	136.39	68.19
196263	HICKENBOTTOM	STEVEN		20030630	0.50	128.92	64.46
196263	HICKENBOTTOM	STEVEN		20030714	0.50	124.88	62.44
196263	HICKENBOTTOM	STEVEN		20030728	0.50	121.18	60.59
196263	HICKENBOTTOM	STEVEN		20030811	0.50	104.92	52.46
196263	HICKENBOTTOM	STEVEN		20030825	0.50	124.60	62.30
196263	HICKENBOTTOM	STEVEN		20030908	0.50	68.91	34.45
196263	HICKENBOTTOM	STEVEN		20031201	0.50	55.10	27.55
196263	HICKENBOTTOM	STEVEN		20031215	0.50	109.10	54.55
196263	HICKENBOTTOM	STEVEN		20031229	0.50	119.35	59.67
196263	HICKENBOTTOM	STEVEN		20040112	0.50	80.81	40.40
196263	HICKENBOTTOM	STEVEN		20040126	0.50	98.27	49.13
196263	HICKENBOTTOM	STEVEN		20040209	0.50	116.05	58.02
196263	HICKENBOTTOM	STEVEN		20040223	0.50	119.09	59.54
196263	HICKENBOTTOM	STEVEN		20040308	0.50	126.50	63.25
196263	HICKENBOTTOM	STEVEN		20040322	0.50	123.46	61.73
196263	HICKENBOTTOM	STEVEN		20040405	0.50	122.84	61.42
196263	HICKENBOTTOM	STEVEN		20040419	0.50	122.49	61.24
196263	HICKENBOTTOM	STEVEN		20040503	0.50	125.36	62.68
196263	HICKENBOTTOM	STEVEN		20040517	0.50	113.56	56.78
196263	HICKENBOTTOM	STEVEN		20040531	0.50	118.99	59.49
243187	HICKS	SHANNON	WOODY	20011217	0.50	73.90	36.95
243187	HICKS	SHANNON	WOODY	20011231	0.50	36.00	18.00
243187	HICKS	SHANNON	WOODY	20020114	0.50	68.96	34.48
243187	HICKS	SHANNON	WOODY	20020128	0.50	83.75	41.87
243187	HICKS	SHANNON	WOODY	20020211	0.50	88.24	44.12
243187	HICKS	SHANNON	WOODY	20020225	0.50	78.64	39.32
243187	HICKS	SHANNON	WOODY	20020311	0.50	112.50	56.25
243187	HICKS	SHANNON	WOODY	20020325	0.50	104.66	52.33
243187	HICKS	SHANNON	WOODY	20020408	0.50	96.68	48.34
243187	HICKS	SHANNON	WOODY	20020422	0.50	110.81	55.40
243187	HICKS	SHANNON	WOODY	20020506	0.50	112.50	56.25
243187	HICKS	SHANNON	WOODY	20020520	0.50	119.75	59.87
243187	HICKS	SHANNON	WOODY	20020603	0.50	98.25	49.12
243187	HICKS	SHANNON	WOODY	20020617	0.50	106.50	53.25
243187	HICKS	SHANNON	WOODY	20020701	0.50	107.43	53.71
243187	HICKS	SHANNON	WOODY	20020715	0.50	80.45	40.22
243187	HICKS	SHANNON	WOODY	20020729	0.50	112.50	56.25
243187	HICKS	SHANNON	WOODY	20020812	0.50	102.23	51.11
243187	HICKS	SHANNON	WOODY	20020826	0.50	109.92	54.96
243187	HICKS	SHANNON	WOODY	20020909	0.50	102.02	51.01
243187	HICKS	SHANNON	WOODY	20020923	0.50	112.40	56.20

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 WILLIE HOUSE, #257820

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2140.82 hours in 2000 at $10.66 per hour; 1646.37 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5734.82 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

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

* Attached are Exh. A, 0784; C, 0081,0086; F, 1155-1157; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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AMENDMENT TO GRIEVANCE OF WILLIE HOUSE, #257820

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 2140.82 hours in 2000 at $10.66 per hour; 1646.37 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5734.82 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0784; C, 0081,0086; F, 1155-1157; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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

5545

000126

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.

5546

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 TIMOTHY INMAN, # ~~unknown~~ 151123

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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Timothy D. Inman 2-5-06
(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.

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,

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5550

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:

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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

55571

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.

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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.

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.

5552

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 PETER JENKINS, #257321

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

Grievant requests back wages owed for 155.34 hours in 1999 at $9.68 per hour; 2182.46 hours in 2000 at $10.66 per hour; 1426.67 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5805.21 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exh. A, 0785; C, 0081,0086; F, 1166-1168; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT 4

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:

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 6

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

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

3.3 Mutual Duties of the Parties:

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

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

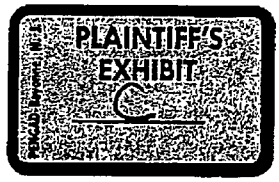
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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

ARTICLE 4 General Terms and Conditions:

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

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



To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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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
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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 WILBUR JORDAN, #272264

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 3755.20 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.

Wilbur Jordan (Grievant Signature) 10-11-05 (Date)

* Attached are Exh. A, 0786; C, 0081,0086; F, 1179-1180; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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AMENDMENT TO GRIEVANCE OF WILBUR JORDAN, #272264

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 3755.20 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, 0786; C, 0081,0086; F, 1179-1180; 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
	JONES, RICHARD	243944	C B 47	2	2/28/00	2/23/01
MI 1B	JONES, RONNIE	272350	C A 45	1	3/2/01	12/8/03
	JONES, TERRANCE	270105	E A 17	1	8/2/01	10/3/01
MI 3	JORDAN, JR. HAROLD	253102	WD286	1	6/26/03	7/14/03
MI 3	JORDAN, WILBURT	272264	C A 55	1	10/7/02	6/24/04
MI 3	JOYNER, ALFRED	260442	C B 37	1	12/17/01	6/26/03
	JUNE, RONNIE	250792	MX 0	1	11/26/01	12/12/01
	JUSTUS, KENNETH	253669	C 0	1	12/10/99	1/5/00
MI 3	JUSTUS, T	244486	C A 0	0		9/13/99
	KAZEE, WILLIAM	274558	C A 22	1	5/16/01	5/22/01
MI 3	KEENON, CURLY	204551	C B 40	1	12/20/01	6/10/04
	KEITH, KEVIN	174394	C A 36	1	4/10/00	10/25/00
MI 3	KELLY, KEITH	257556	C A 25	1	2/15/00	6/24/04
	KELLY, STEPHON	246447	C A 18	1	6/28/00	11/16/00
MI 3	KELLY, TRAVIS	279931	E A 34	2	10/9/02	11/5/02
	KELLY, WILLIE	262985	C A 2	1	1/10/00	3/12/02
MI 3	KELSEY, JOSEPH	217218	E B 21	3		3/29/04
	KELSEY, JOSEPH	217218	C A 60	2	5/30/00	10/5/01
	KENNEDY, JAMES	180191	MX 0	2	1/6/00	12/18/01
	KENNEDY, JAQUAN	234198	C A 27	1	5/31/01	6/12/01
MI 1B	KEY, MICHAEL	266890	C B 8	1	7/21/00	6/24/04
	KIDD, BILLY RAY	146153	A B 28	1	6/15/00	6/20/00
	KIMAR, MARCUS	249739	A B 26	1	6/6/00	6/30/00
	KINARD, JOSEPH	82115	S B 38	2	9/10/01	9/18/01
MI 2	KINARD, WILSON	186834	C A 43	2	3/1/01	12/16/02
MI 2	KING, CHRIS	199604	C B 6	1	11/27/00	5/2/03
MI 2	KING, CHRIS	199604	C B 6	3	9/24/03	11/5/03
[redacted]						
MO 1E	KING, GILBERT	237945	C A 34	1	3/27/00	6/24/04
MI 1B	KING, GILBERT	237945	E B 33	1	3/27/00	10/3/02
MI 3	KING, J.	196996	C A 0	0		9/25/00
	KINLAW, HAROLD	260000	C A 30	1	11/15/99	10/17/00
MI 3	KINSLER, GARY L.	178344	A A 34	3	6/1/04	6/14/04
	KLARMAN, ARTHUR	183288	C 0	1	11/4/99	5/8/00
MI 3	KNAPP, JASON	271149	E A 26	2	10/1/02	10/23/02
MI 3	KNIGHT, DENNIS	286981	C A 2	1	7/3/03	2/20/04
	KNIGHT, DERALD	274210	E A 21	1	7/2/01	7/23/01
	KNIPP, ROBERT	272794	C B 17	1	3/15/01	8/2/01
MI 3	KNOTTS, LaFAYETTE	275052	C B 25	2	8/20/02	8/29/02
	KNOWLTON, WAYNE	279114	S B 53	1	12/20/01	1/17/02
	KNOX, MARK	215929	C B 25	1	8/4/00	4/20/01
	KRIELING, RORY	241160	S B 18	3	4/5/02	4/5/02
	KRISKOV, MARK	246668	C B 17	1	7/20/00	3/20/01
	LADSON, JONAS	260232	A A 27	1	9/30/99	11/1/99
MI 3	LADSON, RODNEY	262438	C B 55	1	6/19/00	4/6/04
	LADSON, SAMUEL	211285	S B 47	1	9/27/01	3/5/02

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PLAINTIFF'S EXHIBIT A

A - 0786
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

A - 0081
June 2004

00021

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

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

3.3 Mutual Duties of the Parties:

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

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

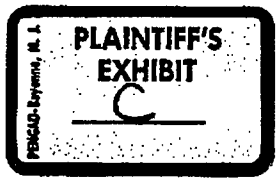
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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

ARTICLE 4 General Terms and Conditions:

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

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



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
272350	JONES	RONNIE	G	20020422	0.50	125.12	62.56
272350	JONES	RONNIE	G	20020506	0.50	155.21	77.60
272350	JONES	RONNIE	G	20020520	0.50	158.10	79.05
272350	JONES	RONNIE	G	20020603	0.50	148.54	74.27
272350	JONES	RONNIE	G	20020617	0.50	125.89	62.94
272350	JONES	RONNIE	G	20020701	0.50	144.29	72.14
272350	JONES	RONNIE	G	20020715	0.50	113.44	56.72
272350	JONES	RONNIE	G	20020729	0.50	118.01	59.00
272350	JONES	RONNIE	G	20020812	0.50	126.19	63.09
272350	JONES	RONNIE	G	20020826	0.50	146.45	73.22
272350	JONES	RONNIE	G	20020909	0.50	117.45	58.72
272350	JONES	RONNIE	G	20020923	0.50	127.50	63.75
272350	JONES	RONNIE	G	20021007	0.50	124.90	62.45
272350	JONES	RONNIE	G	20021021	0.50	127.50	63.75
272350	JONES	RONNIE	G	20021104	0.50	119.03	59.51
272350	JONES	RONNIE	G	20021118	0.50	118.73	59.36
272350	JONES	RONNIE	G	20021202	0.50	101.01	50.50
272350	JONES	RONNIE	G	20021216	0.50	161.40	80.70
272350	JONES	RONNIE	G	20021230	0.50	71.06	35.53
272350	JONES	RONNIE	G	20030113	0.50	94.53	47.26
272350	JONES	RONNIE	G	20030127	0.50	113.15	56.57
272350	JONES	RONNIE	G	20030210	0.50	121.73	60.86
272350	JONES	RONNIE	G	20030224	0.50	108.07	54.03
272350	JONES	RONNIE	G	20030310	0.50	118.47	59.23
272350	JONES	RONNIE	G	20030324	0.50	119.76	59.88
272350	JONES	RONNIE	G	20030407	0.50	99.84	49.92
272350	JONES	RONNIE	G	20030421	0.50	115.26	57.63
272350	JONES	RONNIE	G	20030505	0.50	102.20	51.10
272350	JONES	RONNIE	G	20030519	0.50	145.99	72.99
272350	JONES	RONNIE	G	20030602	0.50	97.14	48.57
272350	JONES	RONNIE	G	20030616	0.50	158.17	79.08
272350	JONES	RONNIE	G	20030630	0.50	131.76	65.88
272350	JONES	RONNIE	G	20030714	0.50	133.40	66.70
272350	JONES	RONNIE	G	20030728	0.50	143.20	71.60
272350	JONES	RONNIE	G	20030811	0.50	115.38	57.69
272350	JONES	RONNIE	G	20030825	0.50	121.10	60.55
272350	JONES	RONNIE	G	20030908	0.50	89.64	44.82
272350	JONES	RONNIE	G	20030922	0.50	109.12	54.56
272350	JONES	RONNIE	G	20031006	0.50	102.64	51.32
272350	JONES	RONNIE	G	20031020	0.50	111.92	55.96
272350	JONES	RONNIE	G	20031103	0.50	112.36	56.18
272350	JONES	RONNIE	G	20031117	0.50	119.89	59.94
272350	JONES	RONNIE	G	20031201	0.50	109.76	54.88
272350	JONES	RONNIE	G	20031215	0.50	64.93	32.46
270105	JONES	TERRANCE		20010827	0.50	55.33	27.66
270105	JONES	TERRANCE		20010910	0.50	41.79	20.89
270105	JONES	TERRANCE		20010924	0.50	37.43	18.71
270105	JONES	TERRANCE		20011008	0.50	10.48	5.24
253102	JORDAN	HAROLD		20030714	0.50	66.20	33.10
272264	JORDAN	WILBUR		20021104	0.50	47.68	23.84
272264	JORDAN	WILBUR		20021118	0.50	53.37	26.68
272264	JORDAN	WILBUR		20021202	0.50	40.02	20.01
272264	JORDAN	WILBUR		20021216	0.50	72.00	36.00
272264	JORDAN	WILBUR		20021230	0.50	32.22	16.11

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PLAINTIFF'S EXHIBIT F

PERKAD-Bayonne, N. J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
272264	JORDAN	WILBUR		20030113	0.50	43.42	21.71
272264	JORDAN	WILBUR		20030127	0.50	66.07	33.03
272264	JORDAN	WILBUR		20030210	0.50	82.06	41.03
272264	JORDAN	WILBUR		20030224	0.50	94.09	47.04
272264	JORDAN	WILBUR		20030310	0.50	76.08	38.04
272264	JORDAN	WILBUR		20030324	0.50	81.44	40.72
272264	JORDAN	WILBUR		20030407	0.50	77.60	38.80
272264	JORDAN	WILBUR		20030421	0.50	78.52	39.26
272264	JORDAN	WILBUR		20030505	0.50	72.15	36.07
272264	JORDAN	WILBUR		20030519	0.50	11.33	5.66
272264	JORDAN	WILBUR		20030602	0.50	81.83	40.91
272264	JORDAN	WILBUR		20030616	0.50	111.32	55.66
272264	JORDAN	WILBUR		20030630	0.50	102.80	51.40
272264	JORDAN	WILBUR		20030714	0.50	110.13	55.06
272264	JORDAN	WILBUR		20030728	0.50	84.72	42.36
272264	JORDAN	WILBUR		20030811	0.50	91.68	45.84
272264	JORDAN	WILBUR		20030825	0.50	101.52	50.76
272264	JORDAN	WILBUR		20030908	0.50	75.03	37.51
272264	JORDAN	WILBUR		20030922	0.50	90.98	45.49
272264	JORDAN	WILBUR		20031006	0.50	79.50	39.75
272264	JORDAN	WILBUR		20031020	0.50	79.70	39.85
272264	JORDAN	WILBUR		20031103	0.50	80.36	40.18
272264	JORDAN	WILBUR		20031117	0.50	104.45	52.22
272264	JORDAN	WILBUR		20031201	0.50	86.05	43.02
272264	JORDAN	WILBUR		20031215	0.50	93.62	46.81
272264	JORDAN	WILBUR		20031229	0.50	106.08	53.04
272264	JORDAN	WILBUR		20040112	0.50	73.02	36.51
272264	JORDAN	WILBUR		20040126	0.50	108.83	54.41
272264	JORDAN	WILBUR		20040209	0.50	169.97	84.98
272264	JORDAN	WILBUR		20040223	0.50	138.21	69.10
272264	JORDAN	WILBUR		20040308	0.50	118.27	59.13
272264	JORDAN	WILBUR		20040322	0.50	119.14	59.57
272264	JORDAN	WILBUR		20040405	0.50	115.60	57.80
272264	JORDAN	WILBUR		20040419	0.50	108.43	54.21
272264	JORDAN	WILBUR		20040503	0.50	117.81	58.90
272264	JORDAN	WILBUR		20040517	0.50	135.66	67.83
272264	JORDAN	WILBUR		20040531	0.50	142.44	71.22
260442	JOYNER	ALFRED	D.	19991025	0.35	21.00	7.35
260442	JOYNER	ALFRED	D.	19991108	0.35	72.00	25.20
260442	JOYNER	ALFRED	D.	19991108	0.55	32.00	17.60
260442	JOYNER	ALFRED	D.	19991122	0.35	42.70	14.94
260442	JOYNER	ALFRED	D.	19991206	0.35	52.71	18.44
260442	JOYNER	ALFRED	D.	19991220	2.50	2.00	5.00
260442	JOYNER	ALFRED	D.	19991220	0.50	66.03	33.01
260442	JOYNER	ALFRED	D.	19991220	0.55	16.65	9.15
260442	JOYNER	ALFRED	D.	20000103	0.50	37.50	18.75
260442	JOYNER	ALFRED	D.	20000103	0.55	4.93	2.71
260442	JOYNER	ALFRED	D.	20000117	0.35	67.00	23.45
260442	JOYNER	ALFRED	D.	20000117	0.55	1.20	0.66
260442	JOYNER	ALFRED	D.	20000117	0.50	15.00	7.50
260442	JOYNER	ALFRED	D.	20000117	0.55	2.00	1.10
260442	JOYNER	ALFRED	D.	20000131	0.35	38.27	13.39
260442	JOYNER	ALFRED	D.	20000214	0.35	50.52	17.68
260442	JOYNER	ALFRED	D.	20000228	0.50	64.95	32.47

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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

AMENDMENT TO GRIEVANCE OF ALFRED JOYNER, #260442

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 347.52 hours in 1999 at $9.68 per hour; 2469.95 hours in 2000 at $10.66 per hour; 1693.25 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5696.59 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Alfred Joyner 2-1-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0786; C, 0081,0086; F, 1180-1182; 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
	JONES, RICHARD	243944	C B 47	2	2/28/00	2/23/01
MI 1B	JONES, RONNIE	272350	C A 45	1	3/2/01	12/8/03
	JONES, TERRANCE	270105	E A 17	1	8/2/01	10/3/01
MI 3	JORDAN, JR. HAROLD	253102	WD286	1	6/26/03	7/14/03
MI 3	JORDAN, WILBURT	272264	C A 55	1	10/7/02	6/24/04
MI 3	JOYNER, ALFRED	260442	C B 37	1	12/17/01	6/26/03
	JUNE, RONNIE	250792	MX 0	1	11/26/01	12/12/01
	JUSTUS, KENNETH	253669	C 0	1	12/10/99	1/5/00
MI 3	JUSTUS, T	244486	C A 0	0		9/13/99
	KAZEE, WILLIAM	274558	C A 22	1	5/16/01	5/22/01
MI 3	KEENON, CURLY	204551	C B 40	1	12/20/01	6/10/04
	KEITH, KEVIN	174394	C A 36	1	4/10/00	10/25/00
MI 3	KELLY, KEITH	257556	C A 25	1	2/15/00	6/24/04
	KELLY, STEPHON	246447	C A 18	1	6/28/00	11/16/00
MI 3	KELLY, TRAVIS	279931	E A 34	2	10/9/02	11/5/02
	KELLY, WILLIE	262985	C A 2	1	1/10/00	3/12/02
MI 3	KELSEY, JOSEPH	217218	E B 21	3		3/29/04
	KELSEY, JOSEPH	217218	C A 60	2	5/30/00	10/5/01
	KENNEDY, JAMES	180191	MX 0	2	1/6/00	12/18/01
	KENNEDY, JAQUAN	234198	C A 27	1	5/31/01	6/12/01
MI 1B	KEY, MICHAEL	266890	C B 8	1	7/21/00	6/24/04
	KIDD, BILLY RAY	146153	A B 28	1	6/15/00	6/20/00
	KIMAR, MARCUS	249739	A B 26	1	6/6/00	6/30/00
	KINARD, JOSEPH	82115	S B 38	2	9/10/01	9/18/01
MI 2	KINARD, WILSON	186834	C A 43	2	3/1/01	12/16/02
MI 2	KING, CHRIS	199604	C B 6	1	11/27/00	5/2/03
MI 2	KING, CHRIS	199604	C B 6	3	9/24/03	11/5/03
[redacted]						
MO 1E	KING, GILBERT	237945	C A 34	1	3/27/00	6/24/04
MI 1B	KING, GILBERT	237945	E B 33	1	3/27/00	10/3/02
MI 3	KING, J.	196996	C A 0	0		9/25/00
	KINLAW, HAROLD	260000	C A 30	1	11/15/99	10/17/00
MI 3	KINSLER, GARY L.	178344	A A 34	3	6/1/04	6/14/04
	KLARMAN, ARTHUR	183288	C 0	1	11/4/99	5/8/00
MI 3	KNAPP, JASON	271149	E A 26	2	10/1/02	10/23/02
MI 3	KNIGHT, DENNIS	286981	C A 2	1	7/3/03	2/20/04
	KNIGHT, DERALD	274210	E A 21	1	7/2/01	7/23/01
	KNIPP, ROBERT	272794	C B 17	1	3/15/01	8/2/01
MI 3	KNOTTS, LaFAYETTE	275052	C B 25	2	8/20/02	8/29/02
	KNOWLTON, WAYNE	279114	S B 53	1	12/20/01	1/17/02
	KNOX, MARK	215929	C B 25	1	8/4/00	4/20/01
	KRIELING, RORY	241160	S B 18	3	4/5/02	4/5/02
	KRISKOV, MARK	246668	C B 17	1	7/20/00	3/20/01
	LADSON, JONAS	260232	A A 27	1	9/30/99	11/1/99
MI 3	LADSON, RODNEY	262438	C B 55	1	6/19/00	4/6/04
	LADSON, SAMUEL	211285	S B 47	1	9/27/01	3/5/02

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PLAINTIFF'S EXHIBIT A

A - 0786
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.

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
272264	JORDAN	WILBUR		20030113	0.50	43.42	21.71
272264	JORDAN	WILBUR		20030127	0.50	66.07	33.03
272264	JORDAN	WILBUR		20030210	0.50	82.06	41.03
272264	JORDAN	WILBUR		20030224	0.50	94.09	47.04
272264	JORDAN	WILBUR		20030310	0.50	76.08	38.04
272264	JORDAN	WILBUR		20030324	0.50	81.44	40.72
272264	JORDAN	WILBUR		20030407	0.50	77.60	38.80
272264	JORDAN	WILBUR		20030421	0.50	78.52	39.26
272264	JORDAN	WILBUR		20030505	0.50	72.15	36.07
272264	JORDAN	WILBUR		20030519	0.50	11.33	5.66
272264	JORDAN	WILBUR		20030602	0.50	81.83	40.91
272264	JORDAN	WILBUR		20030616	0.50	111.32	55.66
272264	JORDAN	WILBUR		20030630	0.50	102.80	51.40
272264	JORDAN	WILBUR		20030714	0.50	110.13	55.06
272264	JORDAN	WILBUR		20030728	0.50	84.72	42.36
272264	JORDAN	WILBUR		20030811	0.50	91.68	45.84
272264	JORDAN	WILBUR		20030825	0.50	101.52	50.76
272264	JORDAN	WILBUR		20030908	0.50	75.03	37.51
272264	JORDAN	WILBUR		20030922	0.50	90.98	45.49
272264	JORDAN	WILBUR		20031006	0.50	79.50	39.75
272264	JORDAN	WILBUR		20031020	0.50	79.70	39.85
272264	JORDAN	WILBUR		20031103	0.50	80.36	40.18
272264	JORDAN	WILBUR		20031117	0.50	104.45	52.22
272264	JORDAN	WILBUR		20031201	0.50	86.05	43.02
272264	JORDAN	WILBUR		20031215	0.50	93.62	46.81
272264	JORDAN	WILBUR		20031229	0.50	106.08	53.04
272264	JORDAN	WILBUR		20040112	0.50	73.02	36.51
272264	JORDAN	WILBUR		20040126	0.50	108.83	54.41
272264	JORDAN	WILBUR		20040209	0.50	169.97	84.98
272264	JORDAN	WILBUR		20040223	0.50	138.21	69.10
272264	JORDAN	WILBUR		20040308	0.50	118.27	59.13
272264	JORDAN	WILBUR		20040322	0.50	119.14	59.57
272264	JORDAN	WILBUR		20040405	0.50	115.60	57.80
272264	JORDAN	WILBUR		20040419	0.50	108.43	54.21
272264	JORDAN	WILBUR		20040503	0.50	117.81	58.90
272264	JORDAN	WILBUR		20040517	0.50	135.66	67.83
272264	JORDAN	WILBUR		20040531	0.50	142.44	71.22
260442	JOYNER	ALFRED	D.	19991025	0.35	21.00	7.35
260442	JOYNER	ALFRED	D.	19991108	0.35	72.00	25.20
260442	JOYNER	ALFRED	D.	19991108	0.55	32.00	17.60
260442	JOYNER	ALFRED	D.	19991122	0.35	42.70	14.94
260442	JOYNER	ALFRED	D.	19991206	0.35	52.71	18.44
260442	JOYNER	ALFRED	D.	19991220	2.50	2.00	5.00
260442	JOYNER	ALFRED	D.	19991220	0.50	66.03	33.01
260442	JOYNER	ALFRED	D.	19991220	0.55	16.65	9.15
260442	JOYNER	ALFRED	D.	20000103	0.50	37.50	18.75
260442	JOYNER	ALFRED	D.	20000103	0.55	4.93	2.71
260442	JOYNER	ALFRED	D.	20000117	0.35	67.00	23.45
260442	JOYNER	ALFRED	D.	20000117	0.55	1.20	0.66
260442	JOYNER	ALFRED	D.	20000117	0.50	15.00	7.50
260442	JOYNER	ALFRED	D.	20000117	0.55	2.00	1.10
260442	JOYNER	ALFRED	D.	20000131	0.35	38.27	13.39
260442	JOYNER	ALFRED	D.	20000214	0.35	50.52	17.68
260442	JOYNER	ALFRED	D.	20000228	0.50	64.95	32.47

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
260442	JOYNER	ALFRED	D.	20000228	1.05	15.00	15.75
260442	JOYNER	ALFRED	D.	20000313	0.50	72.87	36.43
260442	JOYNER	ALFRED	D.	20000327	0.50	72.00	36.00
260442	JOYNER	ALFRED	D.	20000410	0.50	71.78	35.89
260442	JOYNER	ALFRED	D.	20000410	0.80	12.50	10.00
260442	JOYNER	ALFRED	D.	20000424	0.35	62.54	21.88
260442	JOYNER	ALFRED	D.	20000508	0.50	75.00	37.50
260442	JOYNER	ALFRED	D.	20000508	0.80	14.80	11.84
260442	JOYNER	ALFRED	D.	20000522	0.65	67.50	43.87
260442	JOYNER	ALFRED	D.	20000522	0.75	12.20	9.15
260442	JOYNER	ALFRED	D.	20000522	0.25	14.23	3.55
260442	JOYNER	ALFRED	D.	20000605	0.65	67.50	43.87
260442	JOYNER	ALFRED	D.	20000605	0.75	13.40	10.05
260442	JOYNER	ALFRED	D.	20000605	0.25	14.25	3.56
260442	JOYNER	ALFRED	D.	20000703	0.65	60.00	39.00
260442	JOYNER	ALFRED	D.	20000703	0.75	34.12	25.59
260442	JOYNER	ALFRED	D.	20000703	0.35	4.65	1.62
260442	JOYNER	ALFRED	D.	20000703	0.25	15.72	3.93
260442	JOYNER	ALFRED	D.	20000717	0.50	90.90	45.45
260442	JOYNER	ALFRED	D.	20000731	0.50	109.83	54.91
260442	JOYNER	ALFRED	D.	20000814	0.50	121.95	60.97
260442	JOYNER	ALFRED	D.	20000828	0.50	119.46	59.73
260442	JOYNER	ALFRED	D.	20000911	0.50	38.70	19.35
260442	JOYNER	ALFRED	D.	20000925	0.50	115.66	57.83
260442	JOYNER	ALFRED	D.	20001009	0.50	107.82	53.91
260442	JOYNER	ALFRED	D.	20001023	0.50	110.68	55.34
260442	JOYNER	ALFRED	D.	20001106	0.50	129.38	64.69
260442	JOYNER	ALFRED	D.	20001120	0.50	166.77	83.38
260442	JOYNER	ALFRED	D.	20001120	0.50	166.77	83.38
260442	JOYNER	ALFRED	D.	20001218	0.50	169.08	84.54
260442	JOYNER	ALFRED	D.	20010101	0.50	83.95	41.97
260442	JOYNER	ALFRED	D.	20010115	0.50	115.14	57.57
260442	JOYNER	ALFRED	D.	20010129	0.50	118.11	59.05
260442	JOYNER	ALFRED	D.	20010212	0.50	146.35	73.17
260442	JOYNER	ALFRED	D.	20010226	0.50	144.92	72.46
260442	JOYNER	ALFRED	D.	20010312	0.50	86.70	43.35
260442	JOYNER	ALFRED	D.	20010326	0.50	114.89	57.44
260442	JOYNER	ALFRED	D.	20010409	0.50	139.16	69.58
260442	JOYNER	ALFRED	D.	20010423	0.50	121.43	60.71
260442	JOYNER	ALFRED	D.	20010507	0.50	127.59	63.79
260442	JOYNER	ALFRED	D.	20010521	0.50	167.63	83.81
260442	JOYNER	ALFRED	D.	20010604	0.50	166.95	83.47
260442	JOYNER	ALFRED	D.	20010618	0.50	116.88	58.44
260442	JOYNER	ALFRED	D.	20010702	0.50	127.50	63.75
260442	JOYNER	ALFRED	D.	20010716	0.50	144.76	72.38
260442	JOYNER	ALFRED	D.	20010730	0.50	164.01	82.00
260442	JOYNER	ALFRED	D.	20010813	0.50	154.23	77.11
260442	JOYNER	ALFRED	D.	20010827	0.50	93.24	46.62
260442	JOYNER	ALFRED	D.	20010910	0.50	136.22	68.11
260442	JOYNER	ALFRED	D.	20010924	0.50	197.45	98.72
260442	JOYNER	ALFRED	D.	20011008	0.50	62.35	31.17
260442	JOYNER	ALFRED	D.	20020114	0.50	82.22	41.11
260442	JOYNER	ALFRED	D.	20020128	0.50	154.30	77.15
260442	JOYNER	ALFRED	D.	20020211	0.50	129.60	64.80

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
260442	JOYNER	ALFRED	D.	20020225	0.50	176.22	88.11
260442	JOYNER	ALFRED	D.	20020311	0.50	129.74	64.87
260442	JOYNER	ALFRED	D.	20020325	0.50	135.00	67.50
260442	JOYNER	ALFRED	D.	20020408	0.50	158.24	79.12
260442	JOYNER	ALFRED	D.	20020422	0.50	132.61	66.30
260442	JOYNER	ALFRED	D.	20020506	0.50	166.86	83.43
260442	JOYNER	ALFRED	D.	20020520	0.50	190.08	95.04
260442	JOYNER	ALFRED	D.	20020603	0.50	143.36	71.68
260442	JOYNER	ALFRED	D.	20020617	0.50	138.70	69.35
260442	JOYNER	ALFRED	D.	20020701	0.50	134.28	67.14
260442	JOYNER	ALFRED	D.	20020715	0.50	120.70	60.35
260442	JOYNER	ALFRED	D.	20020729	0.50	129.87	64.93
260442	JOYNER	ALFRED	D.	20020812	0.50	181.56	90.78
260442	JOYNER	ALFRED	D.	20020826	0.50	143.00	71.50
260442	JOYNER	ALFRED	D.	20020909	0.50	89.77	44.88
260442	JOYNER	ALFRED	D.	20020923	0.50	132.07	66.03
260442	JOYNER	ALFRED	D.	20021007	0.50	158.19	79.09
260442	JOYNER	ALFRED	D.	20021021	0.50	118.09	59.04
260442	JOYNER	ALFRED	D.	20021104	0.50	120.51	60.25
260442	JOYNER	ALFRED	D.	20021118	0.50	96.22	48.11
260442	JOYNER	ALFRED	D.	20021202	0.50	124.87	62.43
260442	JOYNER	ALFRED	D.	20021216	0.50	134.17	67.08
260442	JOYNER	ALFRED	D.	20021230	0.50	71.25	35.62
260442	JOYNER	ALFRED	D.	20030113	0.50	92.49	46.24
260442	JOYNER	ALFRED	D.	20030127	0.50	111.11	55.55
260442	JOYNER	ALFRED	D.	20030210	0.50	117.65	58.82
260442	JOYNER	ALFRED	D.	20030224	0.50	126.76	63.38
260442	JOYNER	ALFRED	D.	20030310	0.50	117.95	58.97
260442	JOYNER	ALFRED	D.	20030324	0.50	99.52	49.76
260442	JOYNER	ALFRED	D.	20030407	0.50	108.78	54.39
260442	JOYNER	ALFRED	D.	20030421	0.50	89.74	44.87
260442	JOYNER	ALFRED	D.	20030505	0.50	58.58	29.29
260442	JOYNER	ALFRED	D.	20030519	0.50	87.75	43.87
260442	JOYNER	ALFRED	D.	20030602	0.50	86.51	43.25
260442	JOYNER	ALFRED	D.	20030616	0.50	95.01	47.50
260442	JOYNER	ALFRED	D.	20030630	0.50	61.00	30.50
260442	JOYNER	ALFRED	D.	20000131	0.50	67.50	33.75
250792	JUNE	RONNIE		20000214	0.50	74.40	37.20
250792	JUNE	RONNIE		20000228	0.50	59.80	29.90
250792	JUNE	RONNIE		20000228	0.35	16.00	5.60
250792	JUNE	RONNIE		20000313	0.50	75.00	37.50
250792	JUNE	RONNIE		20000313	0.35	20.00	7.00
250792	JUNE	RONNIE		20000327	0.50	67.50	33.75
250792	JUNE	RONNIE		20000327	0.35	0.20	0.07
250792	JUNE	RONNIE		20000410	0.50	75.00	37.50
250792	JUNE	RONNIE		20000410	0.35	20.00	7.00
250792	JUNE	RONNIE		20000424	0.50	67.50	33.75
250792	JUNE	RONNIE		20000424	0.35	18.00	6.30
250792	JUNE	RONNIE		20000508	0.50	66.50	33.25
250792	JUNE	RONNIE		20000508	0.35	18.00	6.30
250792	JUNE	RONNIE		20000522	0.50	67.50	33.75
250792	JUNE	RONNIE		20000522	0.80	15.00	12.00
250792	JUNE	RONNIE		20000522	0.35	22.00	7.70
250792	JUNE	RONNIE		20000605	0.50	67.50	33.75

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

Date: 9/20/04

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

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

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

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

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PLAINTIFF'S EXHIBIT H

RESUME-3/03
Dr. Joseph J. Benich

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

EDUCATION

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

ACADEMIC EXPERIENCE

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

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 KEITH KELLY, #257556

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; 1747.34 hours in 2000 at $10.66 per hour; 1575.60 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 9600.30 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, 0786; C, 0081,0086; F, 1185-1187; 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
	JONES, RICHARD	243944	C B 47	2	2/28/00	2/23/01
MI 1B	JONES, RONNIE	272350	C A 45	1	3/2/01	12/8/03
	JONES, TERRANCE	270105	E A 17	1	8/2/01	10/3/01
MI 3	JORDAN, JR. HAROLD	253102	WD286	1	6/26/03	7/14/03
MI 3	JORDAN, WILBURT	272264	C A 55	1	10/7/02	6/24/04
MI 3	JOYNER, ALFRED	260442	C B 37	1	12/17/01	6/26/03
	JUNE, RONNIE	250792	MX 0	1	11/26/01	12/12/01
	JUSTUS, KENNETH	253669	C 0	1	12/10/99	1/5/00
MI 3	JUSTUS, T	244486	C A 0	0		9/13/99
	KAZEE, WILLIAM	274558	C A 22	1	5/16/01	5/22/01
MI 3	KEENON, CURLY	204551	C B 40	1	12/20/01	6/10/04
	KEITH, KEVIN	174394	C A 36	1	4/10/00	10/25/00
MI 3	KELLY, KEITH	257556	C A 25	1	2/15/00	6/24/04
	KELLY, STEPHON	246447	C A 18	1	6/28/00	11/16/00
MI 3	KELLY, TRAVIS	279931	E A 34	2	10/9/02	11/5/02
	KELLY, WILLIE	262985	C A 2	1	1/10/00	3/12/02
MI 3	KELSEY, JOSEPH	217218	E B 21	3		3/29/04
	KELSEY, JOSEPH	217218	C A 60	2	5/30/00	10/5/01
	KENNEDY, JAMES	180191	MX 0	2	1/6/00	12/18/01
	KENNEDY, JAQUAN	234198	C A 27	1	5/31/01	6/12/01
MI 1B	KEY, MICHAEL	266890	C B 8	1	7/21/00	6/24/04
	KIDD, BILLY RAY	146153	A B 28	1	6/15/00	6/20/00
	KIMAR, MARCUS	249739	A B 26	1	6/6/00	6/30/00
	KINARD, JOSEPH	82115	S B 38	2	9/10/01	9/18/01
MI 2	KINARD, WILSON	186834	C A 43	2	3/1/01	12/16/02
MI 2	KING, CHRIS	199604	C B 6	1	11/27/00	5/2/03
MI 2	KING, CHRIS	199604	C B 6	3	9/24/03	11/5/03
	[redacted]					
MO 1E	KING, GILBERT	237945	C A 34	1	3/27/00	6/24/04
MI 1B	KING, GILBERT	237945	E B 33	1	3/27/00	10/3/02
MI 3	KING, J.	196996	C A 0	0		9/25/00
	KINLAW, HAROLD	260000	C A 30	1	11/15/99	10/17/00
MI 3	KINSLER, GARY L.	178344	A A 34	3	6/1/04	6/14/04
	KLARMAN, ARTHUR	183288	C 0	1	11/4/99	5/8/00
MI 3	KNAPP, JASON	271149	E A 26	2	10/1/02	10/23/02
MI 3	KNIGHT, DENNIS	286981	C A 2	1	7/3/03	2/20/04
	KNIGHT, DERALD	274210	E A 21	1	7/2/01	7/23/01
	KNIPP, ROBERT	272794	C B 17	1	3/15/01	8/2/01
MI 3	KNOTTS, LaFAYETTE	275052	C B 25	2	8/20/02	8/29/02
	KNOWLTON, WAYNE	279114	S B 53	1	12/20/01	1/17/02
	KNOX, MARK	215929	C B 25	1	8/4/00	4/20/01
	KRIELING, RORY	241160	S B 18	3	4/5/02	4/5/02
	KRISKOV, MARK	246668	C B 17	1	7/20/00	3/20/01
	LADSON, JONAS	260232	A A 27	1	9/30/99	11/1/99
MI 3	LADSON, RODNEY	262438	C B 55	1	6/19/00	4/6/04
	LADSON, SAMUEL	211285	S B 47	1	9/27/01	3/5/02

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PLAINTIFF'S EXHIBIT A

A - 0786
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
204551	KEENON,JR.	CURLY	ODELL	20040322	0.50	152.29	76.14
204551	KEENON,JR.	CURLY	ODELL	20040405	0.50	131.99	65.99
204551	KEENON,JR.	CURLY	ODELL	20040419	0.50	94.64	47.32
204551	KEENON,JR.	CURLY	ODELL	20040503	0.50	110.75	55.37
204551	KEENON,JR.	CURLY	ODELL	20040517	0.50	98.05	49.02
204551	KEENON,JR.	CURLY	ODELL	20040531	0.50	94.68	47.34
174394	KEITH	KEVIN	LEE	20000508	0.35	75.00	26.25
174394	KEITH	KEVIN	LEE	20000508	0.55	30.65	16.85
174394	KEITH	KEVIN	LEE	20000508	0.25	14.33	3.58
174394	KEITH	KEVIN	LEE	20000522	0.35	67.50	23.62
174394	KEITH	KEVIN	LEE	20000522	0.55	37.77	20.77
174394	KEITH	KEVIN	LEE	20000522	0.25	21.70	5.42
174394	KEITH	KEVIN	LEE	20000605	0.50	67.50	33.75
174394	KEITH	KEVIN	LEE	20000605	0.55	49.90	27.44
174394	KEITH	KEVIN	LEE	20000605	0.25	14.15	3.53
174394	KEITH	KEVIN	LEE	20000703	0.50	60.00	30.00
174394	KEITH	KEVIN	LEE	20000703	0.55	25.65	14.10
174394	KEITH	KEVIN	LEE	20000703	0.35	4.90	1.71
174394	KEITH	KEVIN	LEE	20000703	0.25	18.53	4.63
174394	KEITH	KEVIN	LEE	20000717	0.50	87.50	43.75
174394	KEITH	KEVIN	LEE	20000731	0.50	161.82	80.91
174394	KEITH	KEVIN	LEE	20000814	0.50	109.05	54.52
174394	KEITH	KEVIN	LEE	20000828	0.50	92.79	46.39
174394	KEITH	KEVIN	LEE	20000911	0.50	68.28	34.14
174394	KEITH	KEVIN	LEE	20000925	0.50	89.53	44.76
174394	KEITH	KEVIN	LEE	20001009	0.50	69.05	34.52
174394	KEITH	KEVIN	LEE	20001023	0.50	118.90	59.45
174394	KEITH	KEVIN	LEE	20001106	0.50	21.77	10.88
279931	KELLEY	TRAVIS		20021104	0.50	48.22	24.11
257556	KELLY	KEITH	LAMAR	20000228	0.50	26.55	13.27
257556	KELLY	KEITH	LAMAR	20000228	1.05	7.50	7.87
257556	KELLY	KEITH	LAMAR	20000313	0.50	74.53	37.26
257556	KELLY	KEITH	LAMAR	20000313	0.55	6.50	3.57
257556	KELLY	KEITH	LAMAR	20000327	0.50	75.00	37.50
257556	KELLY	KEITH	LAMAR	20000410	0.50	69.43	34.71
257556	KELLY	KEITH	LAMAR	20000424	0.50	75.00	37.50
257556	KELLY	KEITH	LAMAR	20000424	0.55	5.88	3.23
257556	KELLY	KEITH	LAMAR	20000424	0.25	7.00	1.75
257556	KELLY	KEITH	LAMAR	20000508	0.50	74.40	37.20
257556	KELLY	KEITH	LAMAR	20000522	0.35	45.17	15.80
257556	KELLY	KEITH	LAMAR	20000605	0.50	67.42	33.71
257556	KELLY	KEITH	LAMAR	20000703	0.35	45.30	15.85
257556	KELLY	KEITH	LAMAR	20000717	0.50	91.28	45.64
257556	KELLY	KEITH	LAMAR	20000731	0.50	93.63	46.81
257556	KELLY	KEITH	LAMAR	20000814	0.50	80.48	40.24
257556	KELLY	KEITH	LAMAR	20000828	0.50	89.40	44.70
257556	KELLY	KEITH	LAMAR	20000911	0.50	74.86	37.43
257556	KELLY	KEITH	LAMAR	20000925	0.50	99.83	49.91
257556	KELLY	KEITH	LAMAR	20001009	0.50	123.33	61.66
257556	KELLY	KEITH	LAMAR	20001023	0.50	104.85	52.42
257556	KELLY	KEITH	LAMAR	20001106	0.50	107.43	53.71
257556	KELLY	KEITH	LAMAR	20001120	0.50	103.22	51.61
257556	KELLY	KEITH	LAMAR	20001204	0.50	33.50	16.75
257556	KELLY	KEITH	LAMAR	20001218	0.50	115.70	57.85

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257556	KELLY	KEITH	LAMAR	20010101	0.50	50.15	25.07
257556	KELLY	KEITH	LAMAR	20010115	0.50	80.95	40.47
257556	KELLY	KEITH	LAMAR	20010129	0.50	123.90	61.95
257556	KELLY	KEITH	LAMAR	20010212	0.50	118.26	59.13
257556	KELLY	KEITH	LAMAR	20010226	0.50	93.18	46.59
257556	KELLY	KEITH	LAMAR	20010312	0.50	137.35	68.67
257556	KELLY	KEITH	LAMAR	20010326	0.50	135.64	67.82
257556	KELLY	KEITH	LAMAR	20010409	0.50	111.64	55.82
257556	KELLY	KEITH	LAMAR	20010423	0.50	170.65	85.32
257556	KELLY	KEITH	LAMAR	20010507	0.50	144.38	72.19
257556	KELLY	KEITH	LAMAR	20010521	0.50	121.58	60.79
257556	KELLY	KEITH	LAMAR	20010604	0.50	104.94	52.47
257556	KELLY	KEITH	LAMAR	20010618	0.50	75.10	37.55
257556	KELLY	KEITH	LAMAR	20010702	0.50	158.03	79.01
257556	KELLY	KEITH	LAMAR	20010716	0.50	58.37	29.18
257556	KELLY	KEITH	LAMAR	20010730	0.50	138.43	69.21
257556	KELLY	KEITH	LAMAR	20010813	0.50	176.58	88.29
257556	KELLY	KEITH	LAMAR	20010827	0.50	74.64	37.32
257556	KELLY	KEITH	LAMAR	20010910	0.50	127.21	63.60
257556	KELLY	KEITH	LAMAR	20010924	0.50	171.25	85.62
257556	KELLY	KEITH	LAMAR	20011008	0.50	115.34	57.67
257556	KELLY	KEITH	LAMAR	20011022	0.50	136.48	68.24
257556	KELLY	KEITH	LAMAR	20011105	0.50	138.57	69.28
257556	KELLY	KEITH	LAMAR	20011119	0.50	183.98	91.99
257556	KELLY	KEITH	LAMAR	20011203	0.50	109.95	54.97
257556	KELLY	KEITH	LAMAR	20011217	0.50	29.80	14.90
257556	KELLY	KEITH	LAMAR	20011231	0.50	15.14	7.57
257556	KELLY	KEITH	LAMAR	20020114	0.50	93.00	46.50
257556	KELLY	KEITH	LAMAR	20020128	0.50	110.45	55.22
257556	KELLY	KEITH	LAMAR	20020211	0.50	124.61	62.30
257556	KELLY	KEITH	LAMAR	20020225	0.50	125.75	62.87
257556	KELLY	KEITH	LAMAR	20020311	0.50	124.20	62.10
257556	KELLY	KEITH	LAMAR	20020325	0.50	130.36	65.18
257556	KELLY	KEITH	LAMAR	20020408	0.50	129.64	64.82
257556	KELLY	KEITH	LAMAR	20020422	0.50	131.98	65.99
257556	KELLY	KEITH	LAMAR	20020506	0.50	125.24	62.62
257556	KELLY	KEITH	LAMAR	20020520	0.50	177.21	88.60
257556	KELLY	KEITH	LAMAR	20020603	0.50	135.06	67.53
257556	KELLY	KEITH	LAMAR	20020617	0.50	170.34	85.17
257556	KELLY	KEITH	LAMAR	20020701	0.50	142.50	71.25
257556	KELLY	KEITH	LAMAR	20020715	0.50	133.50	66.75
257556	KELLY	KEITH	LAMAR	20020729	0.50	137.52	68.76
257556	KELLY	KEITH	LAMAR	20020812	0.50	103.77	51.88
257556	KELLY	KEITH	LAMAR	20020826	0.50	139.16	69.58
257556	KELLY	KEITH	LAMAR	20020909	0.50	109.84	54.92
257556	KELLY	KEITH	LAMAR	20020923	0.50	85.50	42.75
257556	KELLY	KEITH	LAMAR	20021007	0.50	131.60	65.80
257556	KELLY	KEITH	LAMAR	20021021	0.50	131.26	65.63
257556	KELLY	KEITH	LAMAR	20021104	0.50	109.67	54.83
257556	KELLY	KEITH	LAMAR	20021118	0.50	139.71	69.85
257556	KELLY	KEITH	LAMAR	20021202	0.50	88.70	44.35
257556	KELLY	KEITH	LAMAR	20021216	0.50	110.71	55.35
257556	KELLY	KEITH	LAMAR	20021230	0.50	66.01	33.00
257556	KELLY	KEITH	LAMAR	20030113	0.50	64.80	32.40

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257556	KELLY	KEITH	LAMAR	20030127	0.50	78.39	39.19
257556	KELLY	KEITH	LAMAR	20030210	0.50	88.87	44.43
257556	KELLY	KEITH	LAMAR	20030224	0.50	74.84	37.42
257556	KELLY	KEITH	LAMAR	20030310	0.50	101.99	50.99
257556	KELLY	KEITH	LAMAR	20030324	0.50	121.75	60.87
257556	KELLY	KEITH	LAMAR	20030407	0.50	97.34	48.67
257556	KELLY	KEITH	LAMAR	20030421	0.50	114.82	57.41
257556	KELLY	KEITH	LAMAR	20030505	0.50	97.47	48.73
257556	KELLY	KEITH	LAMAR	20030519	0.50	149.63	74.81
257556	KELLY	KEITH	LAMAR	20030602	0.50	128.28	64.14
257556	KELLY	KEITH	LAMAR	20030616	0.50	155.98	77.99
257556	KELLY	KEITH	LAMAR	20030630	0.50	136.86	68.43
257556	KELLY	KEITH	LAMAR	20030714	0.50	147.49	73.74
257556	KELLY	KEITH	LAMAR	20030728	0.50	140.45	70.22
257556	KELLY	KEITH	LAMAR	20030811	0.50	140.70	70.35
257556	KELLY	KEITH	LAMAR	20030825	0.50	146.69	73.34
257556	KELLY	KEITH	LAMAR	20030908	0.50	125.33	62.66
257556	KELLY	KEITH	LAMAR	20030922	0.50	141.02	70.51
257556	KELLY	KEITH	LAMAR	20031006	0.50	135.03	67.51
257556	KELLY	KEITH	LAMAR	20031020	0.50	112.92	56.46
257556	KELLY	KEITH	LAMAR	20031103	0.50	128.90	64.45
257556	KELLY	KEITH	LAMAR	20031117	0.50	123.98	61.99
257556	KELLY	KEITH	LAMAR	20031201	0.50	99.96	49.98
257556	KELLY	KEITH	LAMAR	20031215	0.50	129.32	64.66
257556	KELLY	KEITH	LAMAR	20031229	0.50	133.80	66.90
257556	KELLY	KEITH	LAMAR	20040112	0.50	71.55	35.77
257556	KELLY	KEITH	LAMAR	20040126	0.50	140.18	70.09
257556	KELLY	KEITH	LAMAR	20040209	0.50	159.56	79.78
257556	KELLY	KEITH	LAMAR	20040223	0.50	171.34	85.67
257556	KELLY	KEITH	LAMAR	20040308	0.50	183.56	91.78
257556	KELLY	KEITH	LAMAR	20040322	0.50	191.01	95.50
257556	KELLY	KEITH	LAMAR	20040405	0.50	175.19	87.59
257556	KELLY	KEITH	LAMAR	20040419	0.50	161.31	80.65
257556	KELLY	KEITH	LAMAR	20040503	0.50	167.88	83.94
257556	KELLY	KEITH	LAMAR	20040517	0.50	199.28	99.64
257556	KELLY	KEITH	LAMAR	20040531	0.50	179.80	89.90
246447	KELLY	STEPHON	BLISS	20000731	0.50	77.17	38.58
246447	KELLY	STEPHON	BLISS	20000731	0.50	63.95	31.97
246447	KELLY	STEPHON	BLISS	20000814	0.50	65.49	32.74
246447	KELLY	STEPHON	BLISS	20000828	0.50	44.25	22.12
246447	KELLY	STEPHON	BLISS	20000911	0.50	26.05	13.02
246447	KELLY	STEPHON	BLISS	20000925	0.50	87.11	43.55
246447	KELLY	STEPHON	BLISS	20001009	0.50	45.38	22.69
246447	KELLY	STEPHON	BLISS	20001023	0.50	80.02	40.01
246447	KELLY	STEPHON	BLISS	20001106	0.50	32.52	16.26
246447	KELLY	STEPHON	BLISS	20001120	0.50	33.20	16.60
246447	KELLY	STEPHON	BLISS	20001204	0.15	42.75	6.41
262985	KELLY JR	WILLIE		20000117	0.35	35.15	12.30
262985	KELLY JR	WILLIE		20000117	0.55	0.53	0.29
262985	KELLY JR	WILLIE		20000131	0.35	63.47	22.21
262985	KELLY JR	WILLIE		20000131	0.55	7.50	4.12
262985	KELLY JR	WILLIE		20000214	0.35	75.00	26.25
262985	KELLY JR	WILLIE		20000214	0.80	6.50	5.20
262985	KELLY JR	WILLIE		20000214	0.55	5.50	3.02

5588

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.

5589

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 JOSEPH KELSEY, #217218

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; 2321.30 hours in 2000 at $10.66 per hour; 410.41 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 251.66 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.

Joseph L Kelsey 2-3-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0786; C, 0081,0086; F, 1189; 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
	JONES, RICHARD	243944	C B 47	2	2/28/00	2/23/01
MI 1B	JONES, RONNIE	272350	C A 45	1	3/2/01	12/8/03
	JONES, TERRANCE	270105	E A 17	1	8/2/01	10/3/01
MI 3	JORDAN, JR. HAROLD	253102	WD286	1	6/26/03	7/14/03
MI 3	JORDAN, WILBURT	272264	C A 55	1	10/7/02	6/24/04
MI 3	JOYNER, ALFRED	260442	C B 37	1	12/17/01	6/26/03
	JUNE, RONNIE	250792	MX 0	1	11/26/01	12/12/01
	JUSTUS, KENNETH	253669	C 0	1	12/10/99	1/5/00
MI 3	JUSTUS, T	244486	C A 0	0		9/13/99
	KAZEE, WILLIAM	274558	C A 22	1	5/16/01	5/22/01
MI 3	KEENON, CURLY	204551	C B 40	1	12/20/01	6/10/04
	KEITH, KEVIN	174394	C A 36	1	4/10/00	10/25/00
MI 3	KELLY, KEITH	257556	C A 25	1	2/15/00	6/24/04
	KELLY, STEPHON	246447	C A 18	1	6/28/00	11/16/00
MI 3	KELLY, TRAVIS	279931	E A 34	2	10/9/02	11/5/02
	KELLY, WILLIE	262985	C A 2	1	1/10/00	3/12/02
MI 3	KELSEY, JOSEPH	217218	E B 21	3		3/29/04
	KELSEY, JOSEPH	217218	C A 60	2	5/30/00	10/5/01
	KENNEDY, JAMES	180191	MX 0	2	1/6/00	12/18/01
	KENNEDY, JAQUAN	234198	C A 27	1	5/31/01	6/12/01
MI 1B	KEY, MICHAEL	266890	C B 8	1	7/21/00	6/24/04
	KIDD, BILLY RAY	146153	A B 28	1	6/15/00	6/20/00
	KIMAR, MARCUS	249739	A B 26	1	6/6/00	6/30/00
	KINARD, JOSEPH	82115	S B 38	2	9/10/01	9/18/01
MI 2	KINARD, WILSON	186834	C A 43	2	3/1/01	12/16/02
MI 2	KING, CHRIS	199604	C B 6	1	11/27/00	5/2/03
MI 2	KING, CHRIS	199604	C B 6	3	9/24/03	11/5/03
	[redacted]					
MO 1E	KING, GILBERT	237945	C A 34	1	3/27/00	6/24/04
MI 1B	KING, GILBERT	237945	E B 33	1	3/27/00	10/3/02
MI 3	KING, J.	196996	C A 0	0		9/25/00
	KINLAW, HAROLD	260000	C A 30	1	11/15/99	10/17/00
MI 3	KINSLER, GARY L.	178344	A A 34	3	6/1/04	6/14/04
	KLARMAN, ARTHUR	183288	C 0	1	11/4/99	5/8/00
MI 3	KNAPP, JASON	271149	E A 26	2	10/1/02	10/23/02
MI 3	KNIGHT, DENNIS	286981	C A 2	1	7/3/03	2/20/04
	KNIGHT, DERALD	274210	E A 21	1	7/2/01	7/23/01
	KNIPP, ROBERT	272794	C B 17	1	3/15/01	8/2/01
MI 3	KNOTTS, LaFAYETTE	275052	C B 25	2	8/20/02	8/29/02
	KNOWLTON, WAYNE	279114	S B 53	1	12/20/01	1/17/02
	KNOX, MARK	215929	C B 25	1	8/4/00	4/20/01
	KRIELING, RORY	241160	S B 18	3	4/5/02	4/5/02
	KRISKOV, MARK	246668	C B 17	1	7/20/00	3/20/01
	LADSON, JONAS	260232	A A 27	1	9/30/99	11/1/99
MI 3	LADSON, RODNEY	262438	C B 55	1	6/19/00	4/6/04
	LADSON, SAMUEL	211285	S B 47	1	9/27/01	3/5/02

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PLAINTIFF'S EXHIBIT 14

A - 0786
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
262985	KELLY JR	WILLIE		20020114	0.50	87.64	43.82
262985	KELLY JR	WILLIE		20020128	0.50	134.30	67.15
262985	KELLY JR	WILLIE		20020211	0.50	183.84	91.92
262985	KELLY JR	WILLIE		20020225	0.50	140.67	70.33
262985	KELLY JR	WILLIE		20020311	0.50	174.26	87.13
262985	KELLY JR	WILLIE		20020325	0.50	21.54	10.77
217218	KELSEY	JOSEPH	GLEN	20000605	0.55	40.60	22.33
217218	KELSEY	JOSEPH	GLEN	20000605	0.25	7.25	1.81
217218	KELSEY	JOSEPH	GLEN	20000703	0.50	60.00	30.00
217218	KELSEY	JOSEPH	GLEN	20000703	0.55	82.50	45.37
217218	KELSEY	JOSEPH	GLEN	20000703	0.25	21.53	5.38
217218	KELSEY	JOSEPH	GLEN	20000717	0.50	180.59	90.29
217218	KELSEY	JOSEPH	GLEN	20000731	0.50	201.62	100.81
217218	KELSEY	JOSEPH	GLEN	20000814	0.50	129.41	64.70
217218	KELSEY	JOSEPH	GLEN	20000828	0.50	117.83	58.91
217218	KELSEY	JOSEPH	GLEN	20000911	0.50	131.26	65.63
217218	KELSEY	JOSEPH	GLEN	20000925	0.50	157.88	78.94
217218	KELSEY	JOSEPH	GLEN	20001009	0.50	131.82	65.91
217218	KELSEY	JOSEPH	GLEN	20001023	0.50	252.65	126.32
217218	KELSEY	JOSEPH	GLEN	20001106	0.50	198.75	99.37
217218	KELSEY	JOSEPH	GLEN	20001120	0.50	124.96	62.48
217218	KELSEY	JOSEPH	GLEN	20001204	0.50	95.58	47.79
217218	KELSEY	JOSEPH	GLEN	20001218	0.50	262.35	131.17
217218	KELSEY	JOSEPH	GLEN	20010101	0.50	124.72	62.36
217218	KELSEY	JOSEPH	GLEN	20010115	0.50	142.09	71.04
217218	KELSEY	JOSEPH	GLEN	20010129	0.50	147.08	73.54
217218	KELSEY	JOSEPH	GLEN	20010212	0.50	121.24	60.62
217218	KELSEY	JOSEPH	GLEN	20010924	0.50	112.10	56.05
217218	KELSEY	JOSEPH	GLEN	20011008	0.50	139.56	69.78
180191	KENNEDY	JAMES	E.	20000131	0.35	67.50	23.62
180191	KENNEDY	JAMES	E.	20000214	0.50	74.30	37.15
180191	KENNEDY	JAMES	E.	20000228	0.60	59.82	35.89
180191	KENNEDY	JAMES	E.	20000228	0.35	16.00	5.60
180191	KENNEDY	JAMES	E.	20000313	0.60	75.00	45.00
180191	KENNEDY	JAMES	E.	20000313	0.35	20.00	7.00
180191	KENNEDY	JAMES	E.	20000327	0.60	67.50	40.50
180191	KENNEDY	JAMES	E.	20000327	0.35	20.00	7.00
180191	KENNEDY	JAMES	E.	20000410	0.60	75.00	45.00
180191	KENNEDY	JAMES	E.	20000410	0.35	20.00	7.00
180191	KENNEDY	JAMES	E.	20000424	0.50	67.50	33.75
180191	KENNEDY	JAMES	E.	20000424	0.35	18.00	6.30
180191	KENNEDY	JAMES	E.	20000508	0.60	73.72	44.23
180191	KENNEDY	JAMES	E.	20000508	0.35	20.00	7.00
180191	KENNEDY	JAMES	E.	20000522	0.60	67.50	40.50
180191	KENNEDY	JAMES	E.	20000522	0.80	15.00	12.00
180191	KENNEDY	JAMES	E.	20000522	0.25	22.00	5.50
180191	KENNEDY	JAMES	E.	20000605	0.60	60.00	36.00
180191	KENNEDY	JAMES	E.	20000605	0.35	23.50	8.22
180191	KENNEDY	JAMES	E.	20000619	0.70	12.00	8.40
180191	KENNEDY	JAMES	E.	20000619	0.50	75.00	37.50
180191	KENNEDY	JAMES	E.	20000619	0.80	9.12	7.29
180191	KENNEDY	JAMES	E.	20000619	0.10	22.00	2.20
180191	KENNEDY	JAMES	E.	20000703	0.60	60.00	36.00
180191	KENNEDY	JAMES	E.	20000703	0.55	25.58	14.06

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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.

5597

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

5-5-99

AMENDMENT TO GRIEVANCE OF DENNIS KNIGHT, #286981

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 594.13 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.

Dennis Knight 2-4-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0786; C, 0081,0086; F, 1197; 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.

5-606

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	JONES, RICHARD	243944	C B 47	2	2/28/00	2/23/01
MI 1B	JONES, RONNIE	272350	C A 45	1	3/2/01	12/8/03
	JONES, TERRANCE	270105	E A 17	1	8/2/01	10/3/01
MI 3	JORDAN, JR. HAROLD	253102	WD286	1	6/26/03	7/14/03
MI 3	JORDAN, WILBURT	272264	C A 55	1	10/7/02	6/24/04
MI 3	JOYNER, ALFRED	260442	C B 37	1	12/17/01	6/26/03
	JUNE, RONNIE	250792	MX 0	1	11/26/01	12/12/01
	JUSTUS, KENNETH	253669	C 0	1	12/10/99	1/5/00
MI 3	JUSTUS, T	244486	C A 0	0		9/13/99
	KAZEE, WILLIAM	274558	C A 22	1	5/16/01	5/22/01
MI 3	KEENON, CURLY	204551	C B 40	1	12/20/01	6/10/04
	KEITH, KEVIN	174394	C A 36	1	4/10/00	10/25/00
MI 3	KELLY, KEITH	257556	C A 25	1	2/15/00	6/24/04
	KELLY, STEPHON	246447	C A 18	1	6/28/00	11/16/00
MI 3	KELLY, TRAVIS	279931	E A 34	2	10/9/02	11/5/02
	KELLY, WILLIE	262985	C A 2	1	1/10/00	3/12/02
MI 3	KELSEY, JOSEPH	217218	E B 21	3		3/29/04
	KELSEY, JOSEPH	217218	C A 60	2	5/30/00	10/5/01
	KENNEDY, JAMES	180191	MX 0	2	1/6/00	12/18/01
	KENNEDY, JAQUAN	234198	C A 27	1	5/31/01	6/12/01
MI 1B	KEY, MICHAEL	266890	C B 8	1	7/21/00	6/24/04
	KIDD, BILLY RAY	146153	A B 28	1	6/15/00	6/20/00
	KIMAR, MARCUS	249739	A B 26	1	6/6/00	6/30/00
	KINARD, JOSEPH	82115	S B 38	2	9/10/01	9/18/01
MI 2	KINARD, WILSON	186834	C A 43	2	3/1/01	12/16/02
MI 2	KING, CHRIS	199604	C B 6	1	11/27/00	5/2/03
MI 2	KING, CHRIS	199604	C B 6	3	9/24/03	11/5/03
[redacted]						
MO 1E	KING, GILBERT	237945	C A 34	1	3/27/00	6/24/04
MI 1B	KING, GILBERT	237945	E B 33	1	3/27/00	10/3/02
MI 3	KING, J.	196996	C A 0	0		9/25/00
	KINLAW, HAROLD	260000	C A 30	1	11/15/99	10/17/00
MI 3	KINSLER, GARY L.	178344	A A 34	3	6/1/04	6/14/04
	KLARMAN, ARTHUR	183288	C 0	1	11/4/99	5/8/00
MI 3	KNAPP, JASON	271149	E A 26	2	10/1/02	10/23/02
MI 3	KNIGHT, DENNIS	286981	C A 2	1	7/3/03	2/20/04
	KNIGHT, DERALD	274210	E A 21	1	7/2/01	7/23/01
	KNIPP, ROBERT	272794	C B 17	1	3/15/01	8/2/01
MI 3	KNOTTS, LaFAYETTE	275052	C B 25	2	8/20/02	8/29/02
	KNOWLTON, WAYNE	279114	S B 53	1	12/20/01	1/17/02
	KNOX, MARK	215929	C B 25	1	8/4/00	4/20/01
	KRIELING, RORY	241160	S B 18	3	4/5/02	4/5/02
	KRISKOV, MARK	246668	C B 17	1	7/20/00	3/20/01
	LADSON, JONAS	260232	A A 27	1	9/30/99	11/1/99
MI 3	LADSON, RODNEY	262438	C B 55	1	6/19/00	4/6/04
	LADSON, SAMUEL	211285	S B 47	1	9/27/01	3/5/02

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PLAINTIFF'S EXHIBIT A

A - 0786
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
260000	KINLAW	HAROLD		20000703	0.35	4.50	1.57
260000	KINLAW	HAROLD		20000717	0.50	85.51	42.75
260000	KINLAW	HAROLD		20000731	0.50	87.59	43.79
260000	KINLAW	HAROLD		20000814	0.50	84.14	42.07
260000	KINLAW	HAROLD		20000828	0.50	94.31	47.15
260000	KINLAW	HAROLD		20000911	0.50	46.87	23.43
260000	KINLAW	HAROLD		20000925	0.50	53.25	26.62
260000	KINLAW	HAROLD		20001009	0.50	1.58	0.79
183288	KLARMAN	ARTHUR	JAMES	19991122	0.35	66.75	23.36
183288	KLARMAN	ARTHUR	JAMES	19991122	0.55	10.05	5.52
183288	KLARMAN	ARTHUR	JAMES	19991122	0.35	15.00	5.25
183288	KLARMAN	ARTHUR	JAMES	19991122	0.55	6.00	3.30
183288	KLARMAN	ARTHUR	JAMES	19991206	0.35	37.50	13.12
183288	KLARMAN	ARTHUR	JAMES	19991220	2.50	2.00	5.00
183288	KLARMAN	ARTHUR	JAMES	19991220	0.35	67.97	23.78
183288	KLARMAN	ARTHUR	JAMES	19991220	0.55	8.72	4.79
183288	KLARMAN	ARTHUR	JAMES	20000103	0.50	35.27	17.63
183288	KLARMAN	ARTHUR	JAMES	20000103	0.55	7.08	3.89
183288	KLARMAN	ARTHUR	JAMES	20000117	0.35	55.05	19.26
183288	KLARMAN	ARTHUR	JAMES	20000117	0.55	2.70	1.48
183288	KLARMAN	ARTHUR	JAMES	20000117	0.50	5.75	2.87
183288	KLARMAN	ARTHUR	JAMES	20000131	0.35	46.92	16.42
183288	KLARMAN	ARTHUR	JAMES	20000214	0.50	73.62	36.81
183288	KLARMAN	ARTHUR	JAMES	20000228	1.05	7.50	7.87
183288	KLARMAN	ARTHUR	JAMES	20000313	0.50	70.78	35.39
183288	KLARMAN	ARTHUR	JAMES	20000327	0.50	75.63	37.81
183288	KLARMAN	ARTHUR	JAMES	20000410	0.50	74.95	37.47
183288	KLARMAN	ARTHUR	JAMES	20000424	0.50	54.05	27.02
183288	KLARMAN	ARTHUR	JAMES	20000508	0.35	30.00	10.50
271149	KNAPP	JASON	ROBERT	20021007	0.50	15.75	7.87
271149	KNAPP	JASON	ROBERT	20021021	0.50	38.24	19.12
271149	KNAPP	JASON	ROBERT	20021104	0.50	14.34	7.17
286981	KNIGHT	DENNIS		20030714	0.50	22.63	11.31
286981	KNIGHT	DENNIS		20030728	0.50	38.51	19.25
286981	KNIGHT	DENNIS		20030811	0.50	4.01	2.00
286981	KNIGHT	DENNIS		20031117	0.50	18.00	9.00
286981	KNIGHT	DENNIS		20031201	0.50	47.46	23.73
286981	KNIGHT	DENNIS		20031215	0.50	66.28	33.14
286981	KNIGHT	DENNIS		20031229	0.50	77.76	38.88
286981	KNIGHT	DENNIS		20040112	0.50	50.12	25.06
286981	KNIGHT	DENNIS		20040126	0.50	69.90	34.95
286981	KNIGHT	DENNIS		20040209	0.50	97.08	48.54
286981	KNIGHT	DENNIS		20040223	0.50	102.38	51.19
274210	KNIGHT	DERALD		20010716	0.50	34.30	17.15
274210	KNIGHT	DERALD		20010730	0.50	6.44	3.22
272794	KNIPP	ROBERT	CALVIN	20010326	0.50	35.97	17.98
272794	KNIPP	ROBERT	CALVIN	20010409	0.50	76.14	38.07
272794	KNIPP	ROBERT	CALVIN	20010423	0.50	57.45	28.72
272794	KNIPP	ROBERT	CALVIN	20010507	0.50	55.63	27.81
272794	KNIPP	ROBERT	CALVIN	20010521	0.50	91.03	45.51
272794	KNIPP	ROBERT	CALVIN	20010604	0.50	60.00	30.00
272794	KNIPP	ROBERT	CALVIN	20010618	0.50	74.85	37.42
272794	KNIPP	ROBERT	CALVIN	20010702	0.50	104.70	52.35
272794	KNIPP	ROBERT	CALVIN	20010716	0.50	111.46	55.73

5-604

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 NICHOLAS LAMBROS, #215080

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 751.55 hours in 1999 at $9.68 per hour; 2322.72 hours in 2000 at $10.66 per hour; 1414.46 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2118.54 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) 2/13 (Date)

* Attached are Exh. A, 0787; C, 0081,0086; F, 1201-1203; 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
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	M X 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	WB149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	M X 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT A

A - 0787
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
262120	LADSON	TRAVIS	ANTHONY	20000508	0.80	4.03	3.22
262120	LADSON	TRAVIS	ANTHONY	20000522	0.50	67.50	33.75
262120	LADSON	TRAVIS	ANTHONY	20000522	0.55	24.05	13.22
262120	LADSON	TRAVIS	ANTHONY	20000522	0.25	15.00	3.75
262120	LADSON	TRAVIS	ANTHONY	20000605	0.50	67.50	33.75
262120	LADSON	TRAVIS	ANTHONY	20000605	0.55	7.17	3.94
262120	LADSON	TRAVIS	ANTHONY	20000703	0.65	60.00	39.00
262120	LADSON	TRAVIS	ANTHONY	20000703	0.75	46.40	34.80
262120	LADSON	TRAVIS	ANTHONY	20000703	0.25	17.00	4.25
262120	LADSON	TRAVIS	ANTHONY	20000717	0.50	98.13	49.06
262120	LADSON	TRAVIS	ANTHONY	20000731	0.50	138.17	69.08
262120	LADSON	TRAVIS	ANTHONY	20000814	0.50	98.73	49.36
262120	LADSON	TRAVIS	ANTHONY	20000828	0.50	107.03	53.51
262120	LADSON	TRAVIS	ANTHONY	20000911	0.50	92.89	46.44
262120	LADSON	TRAVIS	ANTHONY	20000925	0.50	83.33	41.66
262120	LADSON	TRAVIS	ANTHONY	20001009	0.50	96.46	48.23
262120	LADSON	TRAVIS	ANTHONY	20001023	0.50	132.87	66.43
262120	LADSON	TRAVIS	ANTHONY	20001106	0.50	95.91	47.95
262120	LADSON	TRAVIS	ANTHONY	20001120	0.50	87.75	43.87
262120	LADSON	TRAVIS	ANTHONY	20001204	0.50	76.12	38.06
262120	LADSON	TRAVIS	ANTHONY	20001218	0.50	179.16	89.58
262120	LADSON	TRAVIS	ANTHONY	20010101	0.50	23.76	11.88
260232	LADSON,JR.	JONAS		19991011	0.35	30.00	10.50
260232	LADSON,JR.	JONAS		19991025	0.35	63.50	22.22
260232	LADSON,JR.	JONAS		19991108	0.35	21.00	7.35
215080	LAMBROSE	NICHOLAS		19990816	0.35	40.00	14.00
215080	LAMBROSE	NICHOLAS		19990816	0.55	8.00	4.40
215080	LAMBROSE	NICHOLAS		19990830	0.35	64.50	22.57
215080	LAMBROSE	NICHOLAS		19990830	0.55	0.50	0.27
215080	LAMBROSE	NICHOLAS		19990927	0.35	58.75	20.56
215080	LAMBROSE	NICHOLAS		19990927	0.55	22.25	12.23
215080	LAMBROSE	NICHOLAS		19991011	0.50	75.00	37.50
215080	LAMBROSE	NICHOLAS		19991011	0.55	48.00	26.40
215080	LAMBROSE	NICHOLAS		19991025	0.50	71.50	35.75
215080	LAMBROSE	NICHOLAS		19991025	0.55	6.00	3.30
215080	LAMBROSE	NICHOLAS		19991108	0.50	75.00	37.50
215080	LAMBROSE	NICHOLAS		19991108	0.55	36.50	20.07
215080	LAMBROSE	NICHOLAS		19991122	0.50	67.00	33.50
215080	LAMBROSE	NICHOLAS		19991122	0.55	7.03	3.86
215080	LAMBROSE	NICHOLAS		19991206	0.50	54.71	27.35
215080	LAMBROSE	NICHOLAS		19991220	2.50	2.00	5.00
215080	LAMBROSE	NICHOLAS		19991220	0.50	73.70	36.85
215080	LAMBROSE	NICHOLAS		19991220	0.55	11.23	6.17
215080	LAMBROSE	NICHOLAS		20000103	0.35	27.88	9.75
215080	LAMBROSE	NICHOLAS		20000103	0.55	2.00	1.10
215080	LAMBROSE	NICHOLAS		20000117	0.50	73.07	36.53
215080	LAMBROSE	NICHOLAS		20000117	0.50	15.00	7.50
215080	LAMBROSE	NICHOLAS		20000117	0.55	2.00	1.10
215080	LAMBROSE	NICHOLAS		20000131	0.50	63.65	31.82
215080	LAMBROSE	NICHOLAS		20000214	0.50	75.00	37.50
215080	LAMBROSE	NICHOLAS		20000214	0.80	6.50	5.20
215080	LAMBROSE	NICHOLAS		20000214	0.55	7.50	4.12
215080	LAMBROSE	NICHOLAS		20000214	0.55	5.50	3.02
215080	LAMBROSE	NICHOLAS		20000228	0.50	67.50	33.75

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PLAINTIFF'S EXHIBIT

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
215080	LAMBROSE	NICHOLAS		20000228	0.55	11.97	6.58
215080	LAMBROSE	NICHOLAS		20000228	1.05	15.00	15.75
215080	LAMBROSE	NICHOLAS		20000313	0.65	75.00	48.75
215080	LAMBROSE	NICHOLAS		20000313	0.55	1.73	0.95
215080	LAMBROSE	NICHOLAS		20000313	0.75	6.50	4.87
215080	LAMBROSE	NICHOLAS		20000327	0.65	75.00	48.75
215080	LAMBROSE	NICHOLAS		20000327	0.75	1.16	0.87
215080	LAMBROSE	NICHOLAS		20000327	1.00	10.00	10.00
215080	LAMBROSE	NICHOLAS		20000327	1.00	7.50	7.50
215080	LAMBROSE	NICHOLAS		20000410	0.65	74.58	48.47
215080	LAMBROSE	NICHOLAS		20000410	1.00	7.50	7.50
215080	LAMBROSE	NICHOLAS		20000424	0.65	75.00	48.75
215080	LAMBROSE	NICHOLAS		20000424	0.75	15.54	11.65
215080	LAMBROSE	NICHOLAS		20000424	0.25	12.96	3.24
215080	LAMBROSE	NICHOLAS		20000508	0.65	75.00	48.75
215080	LAMBROSE	NICHOLAS		20000508	0.75	8.67	6.50
215080	LAMBROSE	NICHOLAS		20000508	0.25	7.05	1.76
215080	LAMBROSE	NICHOLAS		20000522	0.65	67.50	43.87
215080	LAMBROSE	NICHOLAS		20000522	0.80	7.50	6.00
215080	LAMBROSE	NICHOLAS		20000605	0.65	67.50	43.87
215080	LAMBROSE	NICHOLAS		20000703	0.65	60.00	39.00
215080	LAMBROSE	NICHOLAS		20000703	0.75	12.23	9.17
215080	LAMBROSE	NICHOLAS		20000703	0.35	4.75	1.66
215080	LAMBROSE	NICHOLAS		20000717	0.50	87.69	43.84
215080	LAMBROSE	NICHOLAS		20000731	0.50	101.37	50.68
215080	LAMBROSE	NICHOLAS		20000814	0.50	87.49	43.74
215080	LAMBROSE	NICHOLAS		20000828	0.50	97.50	48.75
215080	LAMBROSE	NICHOLAS		20000911	0.50	81.02	40.51
215080	LAMBROSE	NICHOLAS		20000925	0.50	126.16	63.08
215080	LAMBROSE	NICHOLAS		20001009	0.50	111.65	55.82
215080	LAMBROSE	NICHOLAS		20001023	0.50	112.50	56.25
215080	LAMBROSE	NICHOLAS		20001106	0.50	112.50	56.25
215080	LAMBROSE	NICHOLAS		20001120	0.50	116.32	58.16
215080	LAMBROSE	NICHOLAS		20001204	0.50	84.43	42.21
215080	LAMBROSE	NICHOLAS		20001218	0.50	121.83	60.91
215080	LAMBROSE	NICHOLAS		20010101	0.50	66.90	33.45
215080	LAMBROSE	NICHOLAS		20010115	0.50	94.77	47.38
215080	LAMBROSE	NICHOLAS		20010129	0.50	115.11	57.55
215080	LAMBROSE	NICHOLAS		20010212	0.50	123.08	61.54
215080	LAMBROSE	NICHOLAS		20010226	0.50	118.50	59.25
215080	LAMBROSE	NICHOLAS		20010312	0.50	111.94	55.97
215080	LAMBROSE	NICHOLAS		20010326	0.50	118.57	59.28
215080	LAMBROSE	NICHOLAS		20010409	0.50	92.44	46.22
215080	LAMBROSE	NICHOLAS		20010423	0.50	118.85	59.42
215080	LAMBROSE	NICHOLAS		20010507	0.50	124.29	62.14
215080	LAMBROSE	NICHOLAS		20010521	0.50	101.21	50.60
215080	LAMBROSE	NICHOLAS		20010604	0.50	97.84	48.92
215080	LAMBROSE	NICHOLAS		20010618	0.50	94.92	47.46
215080	LAMBROSE	NICHOLAS		20010702	0.50	102.94	51.47
215080	LAMBROSE	NICHOLAS		20010716	0.50	106.60	53.30
215080	LAMBROSE	NICHOLAS		20010730	0.50	111.15	55.57
215080	LAMBROSE	NICHOLAS		20010813	0.50	141.05	70.52
215080	LAMBROSE	NICHOLAS		20010827	0.50	134.36	67.18
215080	LAMBROSE	NICHOLAS		20010910	0.50	121.11	60.55

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
215080	LAMBROSE	NICHOLAS		20010924	0.50	70.02	35.01
215080	LAMBROSE	NICHOLAS		20011008	0.50	193.46	96.73
215080	LAMBROSE	NICHOLAS		20011022	0.50	207.60	103.80
215080	LAMBROSE	NICHOLAS		20011105	0.50	152.76	76.38
215080	LAMBROSE	NICHOLAS		20011119	0.50	68.94	34.47
215080	LAMBROSE	NICHOLAS		20011203	0.50	137.36	68.68
215080	LAMBROSE	NICHOLAS		20011217	0.50	127.05	63.52
215080	LAMBROSE	NICHOLAS		20011231	0.50	58.07	29.03
215080	LAMBROSE	NICHOLAS		20020114	0.50	83.41	41.70
215080	LAMBROSE	NICHOLAS		20020128	0.50	111.02	55.51
215080	LAMBROSE	NICHOLAS		20020211	0.50	163.14	81.57
215080	LAMBROSE	NICHOLAS		20020225	0.50	77.29	38.64
215080	LAMBROSE	NICHOLAS		20020311	0.50	54.15	27.07
128014	LAREAU	ALAIN	-	20010618	0.50	29.75	14.87
128014	LAREAU	ALAIN	-	20010702	0.50	39.77	19.88
128014	LAREAU	ALAIN	-	20010716	0.50	35.64	17.82
128014	LAREAU	ALAIN	-	20010730	0.50	41.32	20.66
128014	LAREAU	ALAIN	-	20010813	0.50	72.65	36.32
128014	LAREAU	ALAIN	-	20010827	0.50	45.97	22.98
128014	LAREAU	ALAIN	-	20010910	0.50	78.80	39.40
128014	LAREAU	ALAIN	-	20010924	0.50	84.70	42.35
128014	LAREAU	ALAIN	-	20011008	0.50	100.39	50.19
128014	LAREAU	ALAIN	-	20011022	0.50	82.72	41.36
128014	LAREAU	ALAIN	-	20011105	0.50	77.20	38.60
128014	LAREAU	ALAIN	-	20011119	0.50	27.28	13.64
128014	LAREAU	ALAIN	-	20020114	0.50	73.97	36.98
128014	LAREAU	ALAIN	-	20020128	0.50	97.35	48.67
128014	LAREAU	ALAIN	-	20020211	0.50	55.45	27.72
128014	LAREAU	ALAIN	-	20020225	0.50	65.03	32.51
128014	LAREAU	ALAIN	-	20020311	0.50	49.13	24.56
128014	LAREAU	ALAIN	-	20020325	0.50	50.85	25.42
128014	LAREAU	ALAIN	-	20020408	0.50	71.25	35.62
128014	LAREAU	ALAIN	-	20020422	0.50	103.38	51.69
128014	LAREAU	ALAIN	-	20020506	0.50	62.50	31.25
128014	LAREAU	ALAIN	-	20020520	0.50	33.35	16.67
128014	LAREAU	ALAIN	-	20020603	0.50	47.38	23.69
128014	LAREAU	ALAIN	-	20020617	0.50	38.30	19.15
128014	LAREAU	ALAIN	-	20020701	0.50	100.64	50.32
128014	LAREAU	ALAIN	-	20020715	0.50	95.83	47.91
128014	LAREAU	ALAIN	-	20020729	0.50	111.15	55.57
128014	LAREAU	ALAIN	-	20020812	0.50	102.05	51.02
128014	LAREAU	ALAIN	-	20020826	0.50	110.79	55.39
128014	LAREAU	ALAIN	-	20020909	0.50	92.00	46.00
128014	LAREAU	ALAIN	-	20020923	0.50	101.20	50.60
128014	LAREAU	ALAIN	-	20021007	0.50	101.82	50.91
128014	LAREAU	ALAIN	-	20021021	0.50	96.82	48.41
128014	LAREAU	ALAIN	-	20021104	0.50	99.16	49.58
128014	LAREAU	ALAIN	-	20030714	0.50	149.00	74.50
128014	LAREAU	ALAIN	-	20030728	0.50	33.70	16.85
194241	LASTER	WILLIE	JAMES	20001106	0.50	96.86	48.43
194241	LASTER	WILLIE	JAMES	20001120	0.50	45.83	22.91
194241	LASTER	WILLIE	JAMES	20001204	0.50	38.34	19.17
194241	LASTER	WILLIE	JAMES	20001218	0.50	102.26	51.13
194241	LASTER	WILLIE	JAMES	20010101	0.50	55.87	27.93

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

FENGAR-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 ALAIN LAREAU, #128014

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; 69.52 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 2588.77 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, 0787; C, 0081,0086; F, 1203; 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
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	M X 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	WB149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	M X 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT A

A - 0787
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.

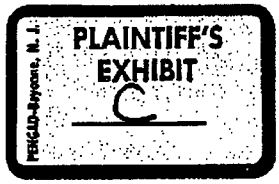
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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
215080	LAMBROSE	NICHOLAS		20010924	0.50	70.02	35.01
215080	LAMBROSE	NICHOLAS		20011008	0.50	193.46	96.73
215080	LAMBROSE	NICHOLAS		20011022	0.50	207.60	103.80
215080	LAMBROSE	NICHOLAS		20011105	0.50	152.76	76.38
215080	LAMBROSE	NICHOLAS		20011119	0.50	68.94	34.47
215080	LAMBROSE	NICHOLAS		20011203	0.50	137.36	68.68
215080	LAMBROSE	NICHOLAS		20011217	0.50	127.05	63.52
215080	LAMBROSE	NICHOLAS		20011231	0.50	58.07	29.03
215080	LAMBROSE	NICHOLAS		20020114	0.50	83.41	41.70
215080	LAMBROSE	NICHOLAS		20020128	0.50	111.02	55.51
215080	LAMBROSE	NICHOLAS		20020211	0.50	163.14	81.57
215080	LAMBROSE	NICHOLAS		20020225	0.50	77.29	38.64
215080	LAMBROSE	NICHOLAS		20020311	0.50	54.15	27.07
128014	LAREAU	ALAIN	-	20010618	0.50	29.75	14.87
128014	LAREAU	ALAIN	-	20010702	0.50	39.77	19.88
128014	LAREAU	ALAIN	-	20010716	0.50	35.64	17.82
128014	LAREAU	ALAIN	-	20010730	0.50	41.32	20.66
128014	LAREAU	ALAIN	-	20010813	0.50	72.65	36.32
128014	LAREAU	ALAIN	-	20010827	0.50	45.97	22.98
128014	LAREAU	ALAIN	-	20010910	0.50	78.80	39.40
128014	LAREAU	ALAIN	-	20010924	0.50	84.70	42.35
128014	LAREAU	ALAIN	-	20011008	0.50	100.39	50.19
128014	LAREAU	ALAIN	-	20011022	0.50	82.72	41.36
128014	LAREAU	ALAIN	-	20011105	0.50	77.20	38.60
128014	LAREAU	ALAIN	-	20011119	0.50	27.28	13.64
128014	LAREAU	ALAIN	-	20020114	0.50	73.97	36.98
128014	LAREAU	ALAIN	-	20020128	0.50	97.35	48.67
128014	LAREAU	ALAIN	-	20020211	0.50	55.45	27.72
128014	LAREAU	ALAIN	-	20020225	0.50	65.03	32.51
128014	LAREAU	ALAIN	-	20020311	0.50	49.13	24.56
128014	LAREAU	ALAIN	-	20020325	0.50	50.85	25.42
128014	LAREAU	ALAIN	-	20020408	0.50	71.25	35.62
128014	LAREAU	ALAIN	-	20020422	0.50	103.38	51.69
128014	LAREAU	ALAIN	-	20020506	0.50	62.50	31.25
128014	LAREAU	ALAIN	-	20020520	0.50	33.35	16.67
128014	LAREAU	ALAIN	-	20020603	0.50	47.38	23.69
128014	LAREAU	ALAIN	-	20020617	0.50	38.30	19.15
128014	LAREAU	ALAIN	-	20020701	0.50	100.64	50.32
128014	LAREAU	ALAIN	-	20020715	0.50	95.83	47.91
128014	LAREAU	ALAIN	-	20020729	0.50	111.15	55.57
128014	LAREAU	ALAIN	-	20020812	0.50	102.05	51.02
128014	LAREAU	ALAIN	-	20020826	0.50	110.79	55.39
128014	LAREAU	ALAIN	-	20020909	0.50	92.00	46.00
128014	LAREAU	ALAIN	-	20020923	0.50	101.20	50.60
128014	LAREAU	ALAIN	-	20021007	0.50	101.82	50.91
128014	LAREAU	ALAIN	-	20021021	0.50	96.82	48.41
128014	LAREAU	ALAIN	-	20021104	0.50	99.16	49.58
128014	LAREAU	ALAIN	-	20030714	0.50	149.00	74.50
128014	LAREAU	ALAIN	-	20030728	0.50	33.70	16.85
194241	LASTER	WILLIE	JAMES	20001106	0.50	96.86	48.43
194241	LASTER	WILLIE	JAMES	20001120	0.50	45.83	22.91
194241	LASTER	WILLIE	JAMES	20001204	0.50	38.34	19.17
194241	LASTER	WILLIE	JAMES	20001218	0.50	102.26	51.13
194241	LASTER	WILLIE	JAMES	20010101	0.50	55.87	27.93

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PLAINTIFF'S EXHIBIT F

ENGMD-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 RICK LIBBY, #274681

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 745.57 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, 0787; C, 0081,0086; F, 1214; 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
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	M X 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	WB149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	M X 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT A

A - 0787
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.

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
249996	LEONARD	HARRY	L.	20030113	0.50	104.37	52.18
249996	LEONARD	HARRY	L.	20030127	0.50	127.34	63.67
249996	LEONARD	HARRY	L.	20030210	0.50	140.83	70.41
249996	LEONARD	HARRY	L.	20030224	0.50	143.61	71.80
249996	LEONARD	HARRY	L.	20030310	0.50	137.31	68.65
249996	LEONARD	HARRY	L.	20030324	0.50	136.90	68.45
249996	LEONARD	HARRY	L.	20030407	0.50	184.90	92.45
249996	LEONARD	HARRY	L.	20030421	0.50	129.45	64.72
249996	LEONARD	HARRY	L.	20030505	0.50	101.71	50.85
249996	LEONARD	HARRY	L.	20030519	0.50	139.06	69.53
249996	LEONARD	HARRY	L.	20030602	0.50	113.15	56.57
249996	LEONARD	HARRY	L.	20030616	0.50	139.84	69.92
249996	LEONARD	HARRY	L.	20030630	0.50	134.05	67.02
249996	LEONARD	HARRY	L.	20030714	0.50	136.82	68.41
249996	LEONARD	HARRY	L.	20030728	0.50	132.39	66.19
249996	LEONARD	HARRY	L.	20030811	0.50	109.95	54.97
249996	LEONARD	HARRY	L.	20030825	0.50	136.80	68.40
249996	LEONARD	HARRY	L.	20030908	0.50	127.84	63.92
249996	LEONARD	HARRY	L.	20030922	0.50	141.66	70.83
249996	LEONARD	HARRY	L.	20031006	0.50	128.10	64.05
249996	LEONARD	HARRY	L.	20031020	0.50	135.86	67.93
249996	LEONARD	HARRY	L.	20031103	0.50	125.46	62.73
249996	LEONARD	HARRY	L.	20031117	0.50	130.74	65.37
249996	LEONARD	HARRY	L.	20031201	0.50	121.44	60.72
249996	LEONARD	HARRY	L.	20031215	0.50	125.24	62.62
249996	LEONARD	HARRY	L.	20031229	0.50	122.26	61.13
249996	LEONARD	HARRY	L.	20040112	0.50	81.00	40.50
249996	LEONARD	HARRY	L.	20040126	0.50	125.30	62.65
249996	LEONARD	HARRY	L.	20040209	0.50	148.96	74.48
249996	LEONARD	HARRY	L.	20040223	0.50	160.99	80.49
249996	LEONARD	HARRY	L.	20040308	0.50	148.04	74.02
249996	LEONARD	HARRY	L.	20040322	0.50	150.00	75.00
249996	LEONARD	HARRY	L.	20040405	0.50	147.06	73.53
249996	LEONARD	HARRY	L.	20040419	0.50	128.16	64.08
249996	LEONARD	HARRY	L.	20040503	0.50	140.70	70.35
249996	LEONARD	HARRY	L.	20040517	0.50	135.91	67.95
249996	LEONARD	HARRY	L.	20040531	0.50	144.27	72.13
268968	LEWIS	DESMOND		20001023	0.50	2.72	1.36
274681	LIBBY	RICKY	ALLEN	20020325	0.50	30.88	15.44
274681	LIBBY	RICKY	ALLEN	20020408	0.50	35.91	17.95
274681	LIBBY	RICKY	ALLEN	20020422	0.50	48.03	24.01
274681	LIBBY	RICKY	ALLEN	20020506	0.50	51.84	25.92
274681	LIBBY	RICKY	ALLEN	20020520	0.50	76.64	38.32
274681	LIBBY	RICKY	ALLEN	20020603	0.50	64.38	32.19
274681	LIBBY	RICKY	ALLEN	20020617	0.50	99.31	49.65
274681	LIBBY	RICKY	ALLEN	20020701	0.50	79.10	39.55
274681	LIBBY	RICKY	ALLEN	20020715	0.50	67.24	33.62
274681	LIBBY	RICKY	ALLEN	20020729	0.50	82.56	41.28
274681	LIBBY	RICKY	ALLEN	20020812	0.50	48.16	24.08
274681	LIBBY	RICKY	ALLEN	20031103	0.50	17.50	8.75
274681	LIBBY	RICKY	ALLEN	20031117	0.50	44.02	22.01
165854	LINEN	BOOKER		20000731	0.50	76.61	38.30
165854	LINEN	BOOKER		20000731	0.50	39.81	19.90
165854	LINEN	BOOKER		20000814	0.50	36.39	18.19

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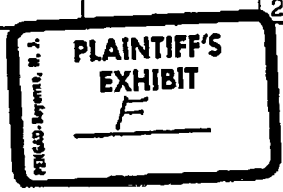

To: Douglas Westbrook, Attorney at Law

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 QUINTEN LINEN, #238553

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 3218.73 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.

Quinten Linen 02/12/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0787; C, 0081,0086; F, 1215; 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
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	MX 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	WB149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	MX 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT 4

A - 0787
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.

5C36

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
165854	LINEN	BOOKER		20000828	0.50	84.60	42.30
165854	LINEN	BOOKER		20000911	0.50	65.72	32.86
165854	LINEN	BOOKER		20000925	0.50	60.67	30.33
165854	LINEN	BOOKER		20001009	0.50	71.87	35.93
165854	LINEN	BOOKER		20001023	0.50	73.43	36.71
165854	LINEN	BOOKER		20001106	0.50	71.86	35.93
165854	LINEN	BOOKER		20001120	0.50	67.45	33.72
165854	LINEN	BOOKER		20001204	0.50	53.50	26.75
165854	LINEN	BOOKER		20001218	0.50	49.88	24.94
165854	LINEN	BOOKER		20010101	0.50	2.16	1.08
238553	LINEN	QUINTIN		20020826	0.50	45.19	22.59
238553	LINEN	QUINTIN		20020909	0.50	40.64	20.32
238553	LINEN	QUINTIN		20020923	0.50	41.63	20.81
238553	LINEN	QUINTIN		20021007	0.50	69.93	34.96
238553	LINEN	QUINTIN		20021021	0.50	56.22	28.11
238553	LINEN	QUINTIN		20021104	0.50	63.30	31.65
238553	LINEN	QUINTIN		20021118	0.50	67.62	33.81
238553	LINEN	QUINTIN		20021202	0.50	62.70	31.35
238553	LINEN	QUINTIN		20021216	0.50	61.09	30.54
238553	LINEN	QUINTIN		20021230	0.50	27.10	13.55
238553	LINEN	QUINTIN		20030113	0.50	61.48	30.74
238553	LINEN	QUINTIN		20030127	0.50	65.26	32.63
238553	LINEN	QUINTIN		20030210	0.50	68.34	34.17
238553	LINEN	QUINTIN		20030210	0.50	68.34	34.17
238553	LINEN	QUINTIN		20030224	0.50	52.20	26.10
238553	LINEN	QUINTIN		20030310	0.50	64.20	32.10
238553	LINEN	QUINTIN		20030324	0.50	38.28	19.14
238553	LINEN	QUINTIN		20030407	0.50	40.70	20.35
238553	LINEN	QUINTIN		20030714	0.50	123.16	61.58
238553	LINEN	QUINTIN		20030728	0.50	101.22	50.61
238553	LINEN	QUINTIN		20030811	0.50	95.60	47.80
238553	LINEN	QUINTIN		20030825	0.50	114.46	57.23
238553	LINEN	QUINTIN		20030908	0.50	72.66	36.33
238553	LINEN	QUINTIN		20030922	0.50	76.16	38.08
238553	LINEN	QUINTIN		20031006	0.50	86.02	43.01
238553	LINEN	QUINTIN		20031020	0.50	83.90	41.95
238553	LINEN	QUINTIN		20031103	0.50	73.19	36.59
238553	LINEN	QUINTIN		20031117	0.50	75.82	37.91
238553	LINEN	QUINTIN		20031201	0.50	63.80	31.90
238553	LINEN	QUINTIN		20031215	0.50	73.70	36.85
238553	LINEN	QUINTIN		20031229	0.50	76.27	38.13
238553	LINEN	QUINTIN		20040112	0.50	53.69	26.84
238553	LINEN	QUINTIN		20040126	0.50	100.50	50.25
238553	LINEN	QUINTIN		20040209	0.50	107.30	53.65
238553	LINEN	QUINTIN		20040223	0.50	117.49	58.74
238553	LINEN	QUINTIN		20040308	0.50	124.19	62.09
238553	LINEN	QUINTIN		20040322	0.50	109.87	54.93
238553	LINEN	QUINTIN		20040405	0.50	110.98	55.49
238553	LINEN	QUINTIN		20040419	0.50	94.40	47.20
238553	LINEN	QUINTIN		20040503	0.50	105.32	52.66
238553	LINEN	QUINTIN		20040517	0.50	114.99	57.49
238553	LINEN	QUINTIN		20040531	0.50	69.82	34.91
254950	LIPSCOMB	JAMES	M.	19990830	0.35	79.25	27.73
254950	LIPSCOMB	JAMES	M.	19990830	0.55	4.50	2.47

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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 RAYMOND LIVINGSTON, #277133

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 3443.22 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.

Raymon Livingston 2-6-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0787; C, 0081,0086; F, 1217-1218; 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
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	M X 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	WB149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	M X 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT A

A - 0787
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 INITIAL 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.

5644

PLAINTIFF'S EXHIBIT C

PENGAD-Bayonne, 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.

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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
272387	LIPSCOMB	MARK		20020325	0.50	100.47	50.23
272387	LIPSCOMB	MARK		20020408	0.50	58.77	29.38
272387	LIPSCOMB	MARK		20020422	0.50	66.94	33.47
272387	LIPSCOMB	MARK		20020506	0.50	122.17	61.08
272387	LIPSCOMB	MARK		20020520	0.50	102.09	51.04
272387	LIPSCOMB	MARK		20020603	0.50	103.11	51.55
272387	LIPSCOMB	MARK		20020617	0.50	81.77	40.88
272387	LIPSCOMB	MARK		20020701	0.50	109.14	54.57
272387	LIPSCOMB	MARK		20020715	0.50	80.63	40.31
272387	LIPSCOMB	MARK		20020729	0.50	88.37	44.18
272387	LIPSCOMB	MARK		20020812	0.50	95.17	47.58
272387	LIPSCOMB	MARK		20020826	0.50	97.92	48.96
272387	LIPSCOMB	MARK		20020909	0.50	71.23	35.61
272387	LIPSCOMB	MARK		20020923	0.50	119.94	59.97
272387	LIPSCOMB	MARK		20021007	0.50	119.03	59.51
272387	LIPSCOMB	MARK		20021021	0.50	127.50	63.75
272387	LIPSCOMB	MARK		20021104	0.50	115.77	57.88
272387	LIPSCOMB	MARK		20021118	0.50	111.51	55.75
272387	LIPSCOMB	MARK		20021202	0.50	56.27	28.13
272387	LIPSCOMB	MARK		20021216	0.50	85.45	42.72
272387	LIPSCOMB	MARK		20021230	0.50	42.64	21.32
272387	LIPSCOMB	MARK		20030113	0.50	56.92	28.46
272387	LIPSCOMB	MARK		20030127	0.50	84.80	42.40
272387	LIPSCOMB	MARK		20030210	0.50	93.11	46.55
272387	LIPSCOMB	MARK		20030224	0.50	90.95	45.47
272387	LIPSCOMB	MARK		20030310	0.50	103.22	51.61
272387	LIPSCOMB	MARK		20030324	0.50	102.99	51.49
272387	LIPSCOMB	MARK		20030407	0.50	99.65	49.82
272387	LIPSCOMB	MARK		20030421	0.50	97.70	48.85
272387	LIPSCOMB	MARK		20030505	0.50	64.98	32.49
272387	LIPSCOMB	MARK		20030519	0.50	11.16	5.58
270041	LITES	JAMES	R.	20001218	0.50	49.20	24.60
270041	LITES	JAMES	R.	20010101	0.50	25.95	12.97
270041	LITES	JAMES	R.	20010115	0.50	41.24	20.62
270041	LITES	JAMES	R.	20010129	0.50	41.59	20.79
270041	LITES	JAMES	R.	20010212	0.50	72.91	36.45
270041	LITES	JAMES	R.	20010226	0.50	65.48	32.74
270041	LITES	JAMES	R.	20010312	0.50	38.67	19.33
270041	LITES	JAMES	R.	20010326	0.50	31.13	15.56
270041	LITES	JAMES	R.	20010409	0.50	67.83	33.91
270041	LITES	JAMES	R.	20010423	0.50	75.00	37.50
270041	LITES	JAMES	R.	20010507	0.50	42.75	21.37
270041	LITES	JAMES	R.	20010521	0.50	102.88	51.44
270041	LITES	JAMES	R.	20010604	0.50	17.65	8.82
277133	LIVINGSTON, JR.	RAYMOND		20010924	0.50	27.65	13.82
277133	LIVINGSTON, JR.	RAYMOND		20011008	0.50	42.00	21.00
277133	LIVINGSTON, JR.	RAYMOND		20011022	0.50	52.50	26.25
277133	LIVINGSTON, JR.	RAYMOND		20011105	0.50	75.00	37.50
277133	LIVINGSTON, JR.	RAYMOND		20011119	0.50	66.63	33.31
277133	LIVINGSTON, JR.	RAYMOND		20011203	0.50	48.56	24.28
277133	LIVINGSTON, JR.	RAYMOND		20011217	0.50	79.57	39.78
277133	LIVINGSTON, JR.	RAYMOND		20011231	0.50	34.44	17.22
277133	LIVINGSTON, JR.	RAYMOND		20020114	0.50	63.00	31.50
277133	LIVINGSTON, JR.	RAYMOND		20020128	0.50	83.75	41.87

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
277133	LIVINGSTON, JR.	RAYMOND		20020211	0.50	89.96	44.98
277133	LIVINGSTON, JR.	RAYMOND		20020225	0.50	104.67	52.33
277133	LIVINGSTON, JR.	RAYMOND		20020311	0.50	96.14	48.07
277133	LIVINGSTON, JR.	RAYMOND		20020325	0.50	57.48	28.74
277133	LIVINGSTON, JR.	RAYMOND		20020408	0.50	114.75	57.37
277133	LIVINGSTON, JR.	RAYMOND		20020422	0.50	127.50	63.75
277133	LIVINGSTON, JR.	RAYMOND		20020506	0.50	127.50	63.75
277133	LIVINGSTON, JR.	RAYMOND		20020520	0.50	129.75	64.87
277133	LIVINGSTON, JR.	RAYMOND		20020603	0.50	102.00	51.00
277133	LIVINGSTON, JR.	RAYMOND		20020617	0.50	125.38	62.69
277133	LIVINGSTON, JR.	RAYMOND		20020701	0.50	130.95	65.47
277133	LIVINGSTON, JR.	RAYMOND		20020715	0.50	102.00	51.00
277133	LIVINGSTON, JR.	RAYMOND		20020729	0.50	126.29	63.14
277133	LIVINGSTON, JR.	RAYMOND		20020812	0.50	114.77	57.38
277133	LIVINGSTON, JR.	RAYMOND		20020826	0.50	126.51	63.25
277133	LIVINGSTON, JR.	RAYMOND		20020909	0.50	113.22	56.61
277133	LIVINGSTON, JR.	RAYMOND		20020923	0.50	120.14	60.07
277133	LIVINGSTON, JR.	RAYMOND		20021007	0.50	155.25	77.62
277133	LIVINGSTON, JR.	RAYMOND		20021021	0.50	142.50	71.25
277133	LIVINGSTON, JR.	RAYMOND		20021104	0.50	134.08	67.04
277133	LIVINGSTON, JR.	RAYMOND		20021118	0.50	137.32	68.66
277133	LIVINGSTON, JR.	RAYMOND		20021202	0.50	124.55	62.27
277133	LIVINGSTON, JR.	RAYMOND		20021216	0.50	113.65	56.82
277133	LIVINGSTON, JR.	RAYMOND		20021230	0.50	61.66	30.83
277133	LIVINGSTON, JR.	RAYMOND		20030113	0.50	84.59	42.29
277133	LIVINGSTON, JR.	RAYMOND		20030127	0.50	7.51	3.75
158388	LOCKE	JEFFERY	DARELL	19990913	0.35	12.25	4.28
158388	LOCKE	JEFFERY	DARELL	19990913	0.55	0.50	0.27
276548	LOCKLEAR	JIMMY		20010813	0.50	25.75	12.87
276548	LOCKLEAR	JIMMY		20010827	0.50	52.50	26.25
276548	LOCKLEAR	JIMMY		20010910	0.50	47.25	23.62
276548	LOCKLEAR	JIMMY		20010924	0.50	52.50	26.25
276548	LOCKLEAR	JIMMY		20011008	0.50	72.00	36.00
276548	LOCKLEAR	JIMMY		20011022	0.50	60.00	30.00
276548	LOCKLEAR	JIMMY		20011105	0.50	42.00	21.00
211561	LOGAN, SR.	JERRY	DOUGLAS	20000131	0.35	60.00	21.00
211561	LOGAN, SR.	JERRY	DOUGLAS	20000214	0.35	14.40	5.04
197674	LOVE	STEVEN	DOUGLAS	20000703	0.35	28.98	10.14
197674	LOVE	STEVEN	DOUGLAS	20000731	0.50	52.27	26.13
197674	LOVE	STEVEN	DOUGLAS	20000814	0.50	47.15	23.57
197674	LOVE	STEVEN	DOUGLAS	20000828	0.50	75.00	37.50
197674	LOVE	STEVEN	DOUGLAS	20000911	0.50	65.87	32.93
197674	LOVE	STEVEN	DOUGLAS	20000925	0.50	74.30	37.15
197674	LOVE	STEVEN	DOUGLAS	20001009	0.50	74.72	37.36
197674	LOVE	STEVEN	DOUGLAS	20001023	0.50	87.00	43.50
197674	LOVE	STEVEN	DOUGLAS	20001106	0.50	68.63	34.31
197674	LOVE	STEVEN	DOUGLAS	20001120	0.50	71.34	35.67
197674	LOVE	STEVEN	DOUGLAS	20001204	0.50	51.80	25.90
197674	LOVE	STEVEN	DOUGLAS	20001218	0.50	81.38	40.69
197674	LOVE	STEVEN	DOUGLAS	20010101	0.50	44.58	22.29
197674	LOVE	STEVEN	DOUGLAS	20010115	0.50	86.33	43.16
197674	LOVE	STEVEN	DOUGLAS	20010129	0.50	100.91	50.45
197674	LOVE	STEVEN	DOUGLAS	20010212	0.50	112.21	56.10
197674	LOVE	STEVEN	DOUGLAS	20010226	0.50	92.55	46.27

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

PENCAD-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

5-65-0

AMENDMENT TO GRIEVANCE OF DONALD LYLES, #296135

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 17.50 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.

Donald Lyles 3-16-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0787; C, 0081,0086; F, 1220; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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AMENDMENT TO GRIEVANCE OF DONALD LYLES, #296135

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 17.50 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, 0787; C, 0081,0086; F, 1220; 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
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	MX 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	WB149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	MX 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT A

A - 0787
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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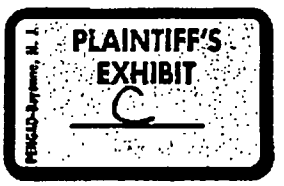

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
197674	LOVE	STEVEN	DOUGLAS	20030407	0.50	132.30	66.15
197674	LOVE	STEVEN	DOUGLAS	20030421	0.50	131.22	65.61
197674	LOVE	STEVEN	DOUGLAS	20030505	0.50	92.66	46.33
264743	LOWER, SR.	JAMES	RONALD	20010507	0.50	52.49	26.24
264743	LOWER, SR.	JAMES	RONALD	20010521	0.50	53.75	26.87
264743	LOWER, SR.	JAMES	RONALD	20010604	0.50	42.15	21.07
264743	LOWER, SR.	JAMES	RONALD	20010618	0.50	37.50	18.75
280760	LUCAS	KELVIN		20020311	0.50	22.93	11.46
280760	LUCAS	KELVIN		20020325	0.50	31.91	15.95
280760	LUCAS	KELVIN		20020408	0.50	30.66	15.33
280760	LUCAS	KELVIN		20020422	0.50	4.99	2.49
296135	LYLES	DONALD		20040531	0.50	17.50	8.75
216237	MACK	EARL		20000327	0.35	64.50	22.57
216237	MACK	EARL		20000410	0.50	75.00	37.50
216237	MACK	EARL		20000424	0.35	74.00	25.90
216237	MACK	EARL		20000508	0.35	75.00	26.25
216237	MACK	EARL		20000522	0.50	67.50	33.75
216237	MACK	EARL		20000522	0.80	7.50	6.00
216237	MACK	EARL		20000605	0.50	67.50	33.75
216237	MACK	EARL		20000703	0.50	60.00	30.00
216237	MACK	EARL		20000703	0.55	10.02	5.51
216237	MACK	EARL		20000703	0.35	4.67	1.63
216237	MACK	EARL		20000717	0.50	79.50	39.75
216237	MACK	EARL		20000731	0.50	119.52	59.76
216237	MACK	EARL		20000814	0.50	72.65	36.32
216237	MACK	EARL		20000828	0.50	64.48	32.24
216237	MACK	EARL		20000911	0.50	59.73	29.86
216237	MACK	EARL		20000925	0.50	65.33	32.66
216237	MACK	EARL		20001009	0.50	74.37	37.18
216237	MACK	EARL		20001023	0.50	89.48	44.74
216237	MACK	EARL		20001106	0.50	88.04	44.02
216237	MACK	EARL		20001120	0.50	114.28	57.14
216237	MACK	EARL		20001204	0.50	68.94	34.47
216237	MACK	EARL		20001218	0.50	91.60	45.80
216237	MACK	EARL		20010101	0.50	44.72	22.36
216237	MACK	EARL		20010115	0.50	69.97	34.98
216237	MACK	EARL		20010129	0.50	81.31	40.65
216237	MACK	EARL		20010212	0.50	95.72	47.86
216237	MACK	EARL		20010226	0.50	102.75	51.37
216237	MACK	EARL		20010312	0.50	73.71	36.85
216237	MACK	EARL		20010326	0.50	59.71	29.85
216237	MACK	EARL		20010409	0.50	73.01	36.50
216237	MACK	EARL		20010423	0.50	67.05	33.52
216237	MACK	EARL		20010507	0.50	75.81	37.90
216237	MACK	EARL		20010521	0.50	136.61	68.30
216237	MACK	EARL		20010604	0.50	62.83	31.41
216237	MACK	EARL		20010618	0.50	66.40	33.20
216237	MACK	EARL		20010702	0.50	123.31	61.65
216237	MACK	EARL		20010716	0.50	113.16	56.58
216237	MACK	EARL		20010730	0.50	143.69	71.84
216237	MACK	EARL		20010813	0.50	148.96	74.48
216237	MACK	EARL		20010827	0.50	101.20	50.60
216237	MACK	EARL		20010910	0.50	85.18	42.59
216237	MACK	EARL		20010924	0.50	128.53	64.26

5656

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

5659

AMENDMENT TO GRIEVANCE OF LAVANZA MACK, #189340

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 269.17 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.

Lavanza Mack 12/1/05
(Grievant Signature) (Date)

* Attached are Exh. A, 0787; C, 0081,0086; F, 1222; 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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(Grievant Signature) (Date)

* Attached are Exh. A, 0787; C, 0081,0086; F, 1222; 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.

5-661

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	LADSON, TRAVIS	262120	C A 43	1	12/1/99	12/28/00
	LALLIER, JESSIE	280559	A A 24	1	1/9/02	1/11/02
	LAMBROS, NICHOLAS	215080	C A 52	1	8/6/99	3/8/02
MI 3	LANCE, STEVEN	130041	WD286	1	6/26/03	7/7/03
MI 3	LANG, WILBUR	268347	A B 64	1	3/1/04	3/3/04
	LANGLEY, DANIEL	263930	C 0	1	4/6/00	4/12/00
MI 3	LAREAU, ALAIN	128014	C B 2	1	6/1/01	10/31/02
MI 3	LAREAU, ALAIN	128014	C A 30	1	6/1/01	7/18/03
	LASTER, WILLIE	194241	C A 44	1	10/20/00	6/19/02
	LaSURE, ALFRED	264677	C B 29	2	7/31/02	8/2/02
	LAUX, BERNARD	258357	C 0	1	11/4/99	1/14/00
	LAW, NIKIA	260855	C B 46	1	4/12/00	2/8/02
MI 3	LAW, NIKIA	260855	C A 42	1	12/18/03	6/24/04
	LAWRENCE, JERMAINE	226657	C 0	1	12/10/99	1/14/00
	LEAPHART, TRAVIS	277177	E B 30	2	8/30/01	10/2/01
MI 2	LEASE, STEVE	137016	C A 46	1	8/6/99	6/24/04
	LEE, ARCHIE	226354	A A 36	1	10/13/00	3/13/01
	LEE, DERRICK	251269	M X 0	2	1/4/00	10/5/00
	LEE, WAYNE	266212	S B 23	1	2/15/01	4/4/01
MI 2	LEGRAND, NATHAN	259490	C A 59	1	11/4/99	4/19/02
MI 3	LEONARD, HARRY	249996	C B 58	1	8/6/99	6/24/04
	LESANE, MICHAEL	258515	C 0	1	4/10/00	4/20/00
	LEWIS, DESMOND	268968	E A 29	1	10/13/00	10/18/00
	LEWIS, OMAR	264047	E B 47	1	9/22/00	9/27/00
MI 2	LIBBY, RICKY	274681	C B 31	1	3/11/02	8/5/02
MI 2	LIBBY, RICKY	274681	W B149	1	3/11/02	11/12/03
MI 3	LINEN, QUINTIN	238553	C A 51	1	8/5/02	6/2/04
	LINNEN, BOOKER	165854	C B 41	1	6/6/00	12/21/00
	LIPSCOMB, JAMES	254950	C 0	1	8/11/99	3/7/00
MI 2	LIPSCOMB, MARK	272387	C A 16	1	4/4/01	5/2/03
MI 2	LIPSCOMB, MARK	272387	C A 59	3	9/24/03	12/8/03
	LITES, JAMES	270041	C B 19	1	12/5/00	6/12/01
MI 3	LIVINGSTON, RAYMOND	277133	C A 14	2	9/4/01	1/13/03
	LOCKLAIR, JIMMY	276548	C A 31	2	7/30/01	10/31/01
	LOGAN, JERRY	211561	C B 1	0	1/4/00	2/2/00
MI 2	LOVE, STEVEN	197674	C B 34	1	6/27/00	5/2/03
	LOWER, JAMES	264743	E A 55	1	4/18/01	6/7/01
	LUCAS, KELVIN	280760	E A 41	1	2/23/02	4/5/02
MI 3	LYLES, DONALD	296135	C B 9	3		3/17/04
MI 3	LYLES, DONALD	296135	C B 9	1	5/18/04	6/24/04
MI 3	MACK, EARL	216237	C A 47	1	3/14/00	6/26/03
	MACK, JOHN	106272	M X 0	1	7/11/00	12/11/01
MI 3	MACK, LAVANZA	189340	C B 29	1	3/29/04	6/24/04
MI 3	MACK, NATHAN	255391	C B 33	1	6/15/00	6/26/03
	MACKEY, BROADUS	171502	C A 29	1	3/15/00	6/27/00
	MAKINS, MAXIE	269147	C A 61	2	10/16/00	8/13/01

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PLAINTIFF'S EXHIBIT A

A - 0787
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 (est). Within 90 days of completion of the Building, Williams shall provide to SCDC documentation of the expenditures to construct the Building for its review and acknowledgment.

PLAINTIFF'S EXHIBIT 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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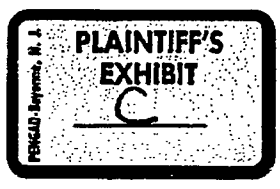

00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
106272	MACK	JOHN	HENRY	20001023	0.35	7.50	2.62
106272	MACK	JOHN	HENRY	20001106	0.50	89.00	44.50
106272	MACK	JOHN	HENRY	20001120	0.50	80.10	40.05
106272	MACK	JOHN	HENRY	20001204	0.50	71.20	35.60
106272	MACK	JOHN	HENRY	20001218	0.50	99.00	49.50
106272	MACK	JOHN	HENRY	20010101	0.50	44.50	22.25
106272	MACK	JOHN	HENRY	20010115	0.50	70.75	35.37
106272	MACK	JOHN	HENRY	20010129	0.50	100.35	50.17
106272	MACK	JOHN	HENRY	20010212	0.50	111.50	55.75
106272	MACK	JOHN	HENRY	20010226	0.50	100.35	50.17
106272	MACK	JOHN	HENRY	20010312	0.50	111.50	55.75
106272	MACK	JOHN	HENRY	20010326	0.50	111.50	55.75
106272	MACK	JOHN	HENRY	20010409	0.50	127.90	63.95
106272	MACK	JOHN	HENRY	20010423	0.50	100.35	50.17
106272	MACK	JOHN	HENRY	20010507	0.50	111.50	55.75
106272	MACK	JOHN	HENRY	20010521	0.50	116.75	58.37
106272	MACK	JOHN	HENRY	20010604	0.50	100.35	50.17
106272	MACK	JOHN	HENRY	20010618	0.50	71.20	35.60
106272	MACK	JOHN	HENRY	20010702	0.50	100.35	50.17
106272	MACK	JOHN	HENRY	20010716	0.50	100.35	50.17
106272	MACK	JOHN	HENRY	20010730	0.50	126.50	63.25
106272	MACK	JOHN	HENRY	20010813	0.50	126.50	63.25
106272	MACK	JOHN	HENRY	20010827	0.50	126.50	63.25
106272	MACK	JOHN	HENRY	20010910	0.50	113.20	56.60
106272	MACK	JOHN	HENRY	20010924	0.50	141.50	70.75
106272	MACK	JOHN	HENRY	20011008	0.50	141.50	70.75
106272	MACK	JOHN	HENRY	20011022	0.50	141.50	70.75
106272	MACK	JOHN	HENRY	20011105	0.50	141.50	70.75
106272	MACK	JOHN	HENRY	20011119	0.50	146.00	73.00
106272	MACK	JOHN	HENRY	20011203	0.50	113.20	56.60
106272	MACK	JOHN	HENRY	20011217	0.50	151.50	75.75
189340	MACK	LAVANZA		20040405	0.50	17.98	8.99
189340	MACK	LAVANZA		20040419	0.50	46.88	23.44
189340	MACK	LAVANZA		20040503	0.50	51.44	25.72
189340	MACK	LAVANZA		20040517	0.50	69.76	34.88
189340	MACK	LAVANZA		20040531	0.50	83.11	41.55
137717	MACK	MICHAEL		20000703	0.10	56.45	5.64
255391	MACK	NATHAN	LEON	20000731	0.50	50.80	25.40
255391	MACK	NATHAN	LEON	20000814	0.50	76.74	38.37
255391	MACK	NATHAN	LEON	20000828	0.50	72.75	36.37
255391	MACK	NATHAN	LEON	20000911	0.50	65.35	32.67
255391	MACK	NATHAN	LEON	20000925	0.50	71.95	35.97
255391	MACK	NATHAN	LEON	20001009	0.50	63.75	31.87
255391	MACK	NATHAN	LEON	20001023	0.50	67.43	33.71
255391	MACK	NATHAN	LEON	20001106	0.50	84.46	42.23
255391	MACK	NATHAN	LEON	20001120	0.50	83.83	41.91
255391	MACK	NATHAN	LEON	20001204	0.50	52.60	26.30
255391	MACK	NATHAN	LEON	20001218	0.50	112.06	56.03
255391	MACK	NATHAN	LEON	20010101	0.50	36.78	18.39
255391	MACK	NATHAN	LEON	20010115	0.50	78.05	39.02
255391	MACK	NATHAN	LEON	20010129	0.50	79.52	39.76
255391	MACK	NATHAN	LEON	20010212	0.50	44.37	22.18
255391	MACK	NATHAN	LEON	20010226	0.50	91.92	45.96
255391	MACK	NATHAN	LEON	20010312	0.50	94.68	47.34

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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 PERCY MARTIN, #270035

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; 121.43 hours in 2000 at $10.66 per hour; 996.62 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 7861.51 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.

Percy Morris Martin 02/03/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0788; C, 0081,0086; F, 1230-1231; 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
237771	MARTIN	DON		19990830	0.35	75.25	26.33
237771	MARTIN	DON		19990830	0.55	2.50	1.37
237771	MARTIN	DON		19990913	0.35	9.75	3.41
237771	MARTIN	DON		19990913	0.55	2.50	1.37
270035	MARTIN	PERCY	MORRIS	20001218	0.50	79.33	39.66
270035	MARTIN	PERCY	MORRIS	20010101	0.50	42.10	21.05
270035	MARTIN	PERCY	MORRIS	20010115	0.50	41.34	20.67
270035	MARTIN	PERCY	MORRIS	20010129	0.50	74.00	37.00
270035	MARTIN	PERCY	MORRIS	20010212	0.50	94.41	47.20
270035	MARTIN	PERCY	MORRIS	20010226	0.50	74.79	37.39
270035	MARTIN	PERCY	MORRIS	20010312	0.50	91.73	45.86
270035	MARTIN	PERCY	MORRIS	20010326	0.50	44.47	22.23
270035	MARTIN	PERCY	MORRIS	20010409	0.50	74.03	37.01
270035	MARTIN	PERCY	MORRIS	20010423	0.50	78.69	39.34
270035	MARTIN	PERCY	MORRIS	20010507	0.50	85.75	42.87
270035	MARTIN	PERCY	MORRIS	20010521	0.50	95.03	47.51
270035	MARTIN	PERCY	MORRIS	20010604	0.50	35.16	17.58
270035	MARTIN	PERCY	MORRIS	20010618	0.50	110.63	55.31
270035	MARTIN	PERCY	MORRIS	20010702	0.50	96.59	48.29
270035	MARTIN	PERCY	MORRIS	20010716	0.50	68.75	34.37
270035	MARTIN	PERCY	MORRIS	20010730	0.50	108.41	54.20
270035	MARTIN	PERCY	MORRIS	20010813	0.50	121.98	60.99
270035	MARTIN	PERCY	MORRIS	20010827	0.50	82.78	41.39
270035	MARTIN	PERCY	MORRIS	20010910	0.50	95.58	47.79
270035	MARTIN	PERCY	MORRIS	20010924	0.50	122.33	61.16
270035	MARTIN	PERCY	MORRIS	20011008	0.50	153.97	76.98
270035	MARTIN	PERCY	MORRIS	20011022	0.50	142.16	71.08
270035	MARTIN	PERCY	MORRIS	20011105	0.50	111.98	55.99
270035	MARTIN	PERCY	MORRIS	20011119	0.50	124.35	62.17
270035	MARTIN	PERCY	MORRIS	20011203	0.50	116.81	58.40
270035	MARTIN	PERCY	MORRIS	20011217	0.50	143.76	71.88
270035	MARTIN	PERCY	MORRIS	20011231	0.50	86.92	43.46
270035	MARTIN	PERCY	MORRIS	20020114	0.50	99.52	49.76
270035	MARTIN	PERCY	MORRIS	20020128	0.50	75.11	37.55
270035	MARTIN	PERCY	MORRIS	20020211	0.50	128.21	64.10
270035	MARTIN	PERCY	MORRIS	20020225	0.50	141.63	70.81
270035	MARTIN	PERCY	MORRIS	20020311	0.50	127.97	63.98
270035	MARTIN	PERCY	MORRIS	20020325	0.50	141.49	70.74
270035	MARTIN	PERCY	MORRIS	20020408	0.50	129.20	64.60
270035	MARTIN	PERCY	MORRIS	20020422	0.50	142.27	71.13
270035	MARTIN	PERCY	MORRIS	20020506	0.50	143.09	71.54
270035	MARTIN	PERCY	MORRIS	20020520	0.50	153.82	76.91
270035	MARTIN	PERCY	MORRIS	20020603	0.50	132.75	66.37
270035	MARTIN	PERCY	MORRIS	20020617	0.50	142.50	71.25
270035	MARTIN	PERCY	MORRIS	20020701	0.50	142.50	71.25
270035	MARTIN	PERCY	MORRIS	20020715	0.50	116.75	58.37
270035	MARTIN	PERCY	MORRIS	20020729	0.50	99.94	49.97
270035	MARTIN	PERCY	MORRIS	20020812	0.50	119.57	59.78
270035	MARTIN	PERCY	MORRIS	20020826	0.50	141.55	70.77
270035	MARTIN	PERCY	MORRIS	20020909	0.50	110.52	55.26
270035	MARTIN	PERCY	MORRIS	20020923	0.50	152.89	76.44
270035	MARTIN	PERCY	MORRIS	20021007	0.50	146.51	73.25
270035	MARTIN	PERCY	MORRIS	20021021	0.50	130.68	65.34
270035	MARTIN	PERCY	MORRIS	20021104	0.50	140.64	70.32

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	MANGHAM, MARVIN	199465	C A 26	1	8/11/99	8/16/01
ME 3	MANICK, JAMAL	259313	A A 56	2	9/18/02	10/1/02
MI 2	MANICK, RICHARD	198535	C A 38	1	3/15/04	6/24/04
	MANIGAULT, CALVIN	215941	C 0	1	8/5/99	2/23/00
	MANIGO, NAMON	211629	C A 6	1	2/20/00	8/16/01
	MANYFIELD, JOHN	262770	C X 0	1	2/14/00	9/6/00
	MAPLE, ROGER	255831	C B 50	1	11/4/99	8/1/01
MI 3	MARSHALL, CHRISTOPHER	254127	S A 53	1	9/10/01	11/4/02
	MARSHALL, GREGORY	258406	C B 1	0	6/19/00	2/2/00
MI 3	MARTIN, D	137771	C A 0	0		9/13/99
MI 3	MARTIN, PERCY	270035	C B 39	1	12/1/00	2/24/03
MI 2	MARTIN, PERCY	270035	C B 39	1	5/19/03	6/24/04
	MARTIN, RICHARD	211631	C B 1	0	2/14/00	2/2/00
MI 1B	MARTIN, SAMUEL	269333	C B 1	1	3/26/01	2/17/03
	MARTINEZ, SACREMENTO	259670	C A 11	1	6/27/00	9/17/01
MI 3	MARTINO, CEDRIC	291396	C A 16	1	6/30/03	7/22/03
MI 3	MASIA, GILBERT	253081	C A 4	1	11/27/00	3/11/04
MI 2	MASON, SAMUEL	260005	C A 48	1	9/9/99	5/2/03
MI 3	MATA, ALBERTO	272646	C B 64	1	11/8/02	3/29/04
MI 2	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	5/19/03
MI 1B	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	6/24/04
	MATTHEWS, HENRY	258787	C A 21	1	12/5/99	8/25/00
MI 3	MATTHEWS, JOHNATON	265014	C B 62	1	10/31/01	5/1/03
	MAYES, JOHNNY	169207	C A 24	1	7/12/02	8/20/02
	MAYNARD, TOMMY	257255	A A 42	1	12/7/00	2/21/01
MI 3	McATEER, DONALD	292961	C B 18	1	12/8/03	6/24/04
	McCLAM, LARRY	282972	C B 26	2	5/13/02	5/31/02
	MCCLARY, JOHN	256274	C B 25	1	10/18/00	11/9/00
	MCCLELLAN, AVERY	265357	MX 0	2	8/16/00	6/19/01
MI 3	McCLENDON, STONEY	263680	S B 43	1	6/26/03	7/8/03
	McCLENDON, STONEY	263680	C A 23	2	8/10/01	6/12/02
	MCCLINTON, MICHAEL	270097	C A 48	1	11/17/00	8/15/02
	MCCLURKIN, DONALD	257463	C A 18	1	3/14/00	7/25/00
	MCCULLOUGH, TITUS	259881	C 0	1	10/4/99	5/11/00
	McDOWELL, JAMES	174261	C B 15	1	10/19/01	10/19/01
MI 3	MCFADDEN, HERBERT	184297	C B 30	1	5/18/04	6/24/04
MI 3	MCFADDEN, HERBERT L.	184297	A A 21	3	4/5/04	4/8/04
MI 3	McFADDEN, JAMES	235419	C A 37	1	4/5/02	6/1/04
	McFADDEN, LONELL	237115	S A 58	2	10/29/01	1/9/01
MI 3	McFARLAND, MICHAEL	266870	C A 55	1	9/23/02	6/24/04
	MCGILL, FATORMA	256787	C B 28	2	8/10/01	3/25/02
	McGREW, DAVID	266950	S B 40	1	3/22/01	2/10/02
	McKEE, ANTHONY	278025	C A 28	2	1/9/02	7/1/02
	MCKEE, EMORY	274280	C B 18	1	6/12/01	8/6/01
	MCKINNEY, MICHAEL	168361	C 0	1	3/29/00	3/29/00
MI 2	McLAMORE, TERRENCE	241127	C A 31	1	3/12/04	6/9/04

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PLAINTIFF'S EXHIBIT A

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
270035	MARTIN	PERCY	MORRIS	20021202	0.50	121.92	60.96
270035	MARTIN	PERCY	MORRIS	20021216	0.50	119.53	59.76
270035	MARTIN	PERCY	MORRIS	20030113	0.50	100.17	50.08
270035	MARTIN	PERCY	MORRIS	20030127	0.50	116.28	58.14
270035	MARTIN	PERCY	MORRIS	20030210	0.50	129.42	64.71
270035	MARTIN	PERCY	MORRIS	20030224	0.50	129.96	64.98
270035	MARTIN	PERCY	MORRIS	20030310	0.50	11.12	5.56
270035	MARTIN	PERCY	MORRIS	20030602	0.50	91.94	45.97
270035	MARTIN	PERCY	MORRIS	20030616	0.50	142.18	71.09
270035	MARTIN	PERCY	MORRIS	20030630	0.50	133.20	66.60
270035	MARTIN	PERCY	MORRIS	20030714	0.50	137.35	68.67
270035	MARTIN	PERCY	MORRIS	20030728	0.50	129.74	64.87
270035	MARTIN	PERCY	MORRIS	20030811	0.50	109.03	54.51
270035	MARTIN	PERCY	MORRIS	20030825	0.50	123.84	61.92
270035	MARTIN	PERCY	MORRIS	20030908	0.50	85.68	42.84
270035	MARTIN	PERCY	MORRIS	20030922	0.50	111.20	55.60
270035	MARTIN	PERCY	MORRIS	20031006	0.50	106.02	53.01
270035	MARTIN	PERCY	MORRIS	20031020	0.50	115.60	57.80
270035	MARTIN	PERCY	MORRIS	20031103	0.50	76.80	38.40
270035	MARTIN	PERCY	MORRIS	20031117	0.50	80.74	40.37
270035	MARTIN	PERCY	MORRIS	20031201	0.50	67.62	33.81
270035	MARTIN	PERCY	MORRIS	20031215	0.50	91.16	45.58
270035	MARTIN	PERCY	MORRIS	20031229	0.50	97.90	48.95
270035	MARTIN	PERCY	MORRIS	20040112	0.50	67.20	33.60
270035	MARTIN	PERCY	MORRIS	20040126	0.50	80.18	40.09
270035	MARTIN	PERCY	MORRIS	20040209	0.50	95.76	47.88
270035	MARTIN	PERCY	MORRIS	20040223	0.50	107.88	53.94
270035	MARTIN	PERCY	MORRIS	20040308	0.50	105.72	52.86
270035	MARTIN	PERCY	MORRIS	20040322	0.50	107.48	53.74
270035	MARTIN	PERCY	MORRIS	20040405	0.50	105.30	52.65
270035	MARTIN	PERCY	MORRIS	20040419	0.50	91.50	45.75
270035	MARTIN	PERCY	MORRIS	20040503	0.50	105.03	52.51
270035	MARTIN	PERCY	MORRIS	20040517	0.50	119.14	59.57
270035	MARTIN	PERCY	MORRIS	20040531	0.50	109.03	54.51
211631	MARTIN	RICHARD		20000717	0.50	52.02	26.01
211631	MARTIN	RICHARD		20000717	1.05	15.00	15.75
269333	MARTIN, JR.	SAMUEL	LEON	20010409	0.50	40.97	20.48
269333	MARTIN, JR.	SAMUEL	LEON	20010423	0.50	64.36	32.18
269333	MARTIN, JR.	SAMUEL	LEON	20010507	0.50	70.08	35.04
269333	MARTIN, JR.	SAMUEL	LEON	20010521	0.50	73.09	36.54
269333	MARTIN, JR.	SAMUEL	LEON	20010604	0.50	74.95	37.47
269333	MARTIN, JR.	SAMUEL	LEON	20010618	0.50	72.80	36.40
269333	MARTIN, JR.	SAMUEL	LEON	20010702	0.50	81.91	40.95
269333	MARTIN, JR.	SAMUEL	LEON	20010716	0.50	86.11	43.05
269333	MARTIN, JR.	SAMUEL	LEON	20010730	0.50	96.32	48.16
269333	MARTIN, JR.	SAMUEL	LEON	20010813	0.50	87.95	43.97
269333	MARTIN, JR.	SAMUEL	LEON	20010827	0.50	111.25	55.62
269333	MARTIN, JR.	SAMUEL	LEON	20010910	0.50	93.78	46.89
269333	MARTIN, JR.	SAMUEL	LEON	20010924	0.50	124.61	62.30
269333	MARTIN, JR.	SAMUEL	LEON	20011008	0.50	159.12	79.56
269333	MARTIN, JR.	SAMUEL	LEON	20011022	0.50	157.02	78.51
269333	MARTIN, JR.	SAMUEL	LEON	20011105	0.50	153.78	76.89
269333	MARTIN, JR.	SAMUEL	LEON	20011119	0.50	180.48	90.24
269333	MARTIN, JR.	SAMUEL	LEON	20011203	0.50	145.13	72.56

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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

5674

PLAINTIFF'S EXHIBIT C

PENGAD-Bayonne, N.J.

000026

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

5677

AMENDMENT TO GRIEVANCE OF CEDRIC MARTINO, #291396

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 82.49 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.

Cedric Martino 2-6-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0788; C, 0081,0086; F, 1233; 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
	MANGHAM, MARVIN	199465	C A 26	1	8/11/99	8/16/01
ME 3	MANICK, JAMAL	259313	A A 56	2	9/18/02	10/1/02
MI 2	MANICK, RICHARD	198535	C A 38	1	3/15/04	6/24/04
	MANIGAULT, CALVIN	215941	C 0	1	8/5/99	2/23/00
	MANIGO, NAMON	211629	C A 6	1	2/20/00	8/16/01
	MANYFIELD, JOHN	262770	C X 0	1	2/14/00	9/6/00
	MAPLE, ROGER	255831	C B 50	1	11/4/99	8/1/01
MI 3	MARSHALL, CHRISTOPHER	254127	S A 53	1	9/10/01	11/4/02
	MARSHALL, GREGORY	258406	C B 1	0	6/19/00	2/2/00
MI 3	MARTIN, D	137771	C A 0	0		9/13/99
MI 3	MARTIN, PERCY	270035	C B 39	1	12/1/00	2/24/03
MI 2	MARTIN, PERCY	270035	C B 39	1	5/19/03	6/24/04
	MARTIN, RICHARD	211631	C B 1	0	2/14/00	2/2/00
MI 1B	MARTIN, SAMUEL	269333	C B 1	1	3/26/01	2/17/03
	MARTINEZ, SACREMENTO	259670	C A 11	1	6/27/00	9/17/01
MI 3	MARTINO, CEDRIC	291396	C A 16	1	6/30/03	7/22/03
MI 3	MASIA, GILBERT	253081	C A 4	1	11/27/00	3/11/04
MI 2	MASON, SAMUEL	260005	C A 48	1	9/9/99	5/2/03
MI 3	MATA, ALBERTO	272646	C B 64	1	11/8/02	3/29/04
MI 2	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	5/19/03
MI 1B	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	6/24/04
	MATTHEWS, HENRY	258787	C A 21	1	12/5/99	8/25/00
MI 3	MATTHEWS, JOHNATON	265014	C B 62	1	10/31/01	5/1/03
	MAYES, JOHNNY	169207	C A 24	1	7/12/02	8/20/02
	MAYNARD, TOMMY	257255	A A 42	1	12/7/00	2/21/01
MI 3	McATEER, DONALD	292961	C B 18	1	12/8/03	6/24/04
	McCLAM, LARRY	282972	C B 26	2	5/13/02	5/31/02
	MCCLARY, JOHN	256274	C B 25	1	10/18/00	11/9/00
	MCCLELLAN, AVERY	265357	M X 0	2	8/16/00	6/19/01
MI 3	McCLENDON, STONEY	263680	S B 43	1	6/26/03	7/8/03
	McCLENDON, STONEY	263680	C A 23	2	8/10/01	6/12/02
	MCCLINTON, MICHAEL	270097	C A 48	1	11/17/00	8/15/02
	MCCLURKIN, DONALD	257463	C A 18	1	3/14/00	7/25/00
	MCCULLOUGH, TITUS	259881	C 0	1	10/4/99	5/11/00
	McDOWELL, JAMES	174261	C B 15	1	10/19/01	10/19/01
MI 3	MCFADDEN, HERBERT	184297	C B 30	1	5/18/04	6/24/04
MI 3	MCFADDEN, HERBERT L.	184297	A A 21	3	4/5/04	4/8/04
MI 3	McFADDEN, JAMES	235419	C A 37	1	4/5/02	6/1/04
	McFADDEN, LONELL	237115	S A 58	2	10/29/01	1/9/01
MI 3	McFARLAND, MICHAEL	266870	C A 55	1	9/23/02	6/24/04
	MCGILL, FATORMA	256787	C B 28	2	8/10/01	3/25/02
	McGREW, DAVID	266950	S B 40	1	3/22/01	2/10/02
	McKEE, ANTHONY	278025	C A 28	2	1/9/02	7/1/02
	MCKEE, EMORY	274280	C B 18	1	6/12/01	8/6/01
	MCKINNEY, MICHAEL	168361	C 0	1	3/29/00	3/29/00
MI 2	McLAMORE, TERRENCE	241127	C A 31	1	3/12/04	6/9/04

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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, 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

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.

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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

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
259670	MARTINEZ	SACRAMENTO		20010604	0.50	87.40	43.70
259670	MARTINEZ	SACRAMENTO		20010618	0.50	97.28	48.64
259670	MARTINEZ	SACRAMENTO		20010702	0.50	102.33	51.16
259670	MARTINEZ	SACRAMENTO		20010716	0.50	100.91	50.45
259670	MARTINEZ	SACRAMENTO		20010730	0.50	107.82	53.91
259670	MARTINEZ	SACRAMENTO		20010813	0.50	112.35	56.17
259670	MARTINEZ	SACRAMENTO		20010827	0.50	115.15	57.57
259670	MARTINEZ	SACRAMENTO		20010910	0.50	114.55	57.27
259670	MARTINEZ	SACRAMENTO		20010924	0.50	58.00	29.00
291396	MARTINO	CEDRIC	DEWAYNE	20030714	0.50	28.67	14.33
291396	MARTINO	CEDRIC	DEWAYNE	20030728	0.50	49.82	24.91
291396	MARTINO	CEDRIC	DEWAYNE	20030811	0.50	4.00	2.00
253081	MASIA	GILBERT		20001218	0.50	58.68	29.34
253081	MASIA	GILBERT		20010101	0.50	24.41	12.20
253081	MASIA	GILBERT		20010115	0.50	39.54	19.77
253081	MASIA	GILBERT		20010129	0.50	62.98	31.49
253081	MASIA	GILBERT		20010212	0.50	83.28	41.64
253081	MASIA	GILBERT		20010226	0.50	70.14	35.07
253081	MASIA	GILBERT		20010312	0.50	71.80	35.90
253081	MASIA	GILBERT		20010326	0.50	73.53	36.76
253081	MASIA	GILBERT		20010409	0.50	66.90	33.45
253081	MASIA	GILBERT		20010423	0.50	68.45	34.22
253081	MASIA	GILBERT		20010507	0.50	74.98	37.49
253081	MASIA	GILBERT		20010521	0.50	86.44	43.22
253081	MASIA	GILBERT		20010604	0.50	41.77	20.88
253081	MASIA	GILBERT		20010618	0.50	88.04	44.02
253081	MASIA	GILBERT		20010702	0.50	96.98	48.49
253081	MASIA	GILBERT		20010716	0.50	87.00	43.50
253081	MASIA	GILBERT		20010730	0.50	94.31	47.15
253081	MASIA	GILBERT		20010813	0.50	102.33	51.16
253081	MASIA	GILBERT		20010827	0.50	119.30	59.65
253081	MASIA	GILBERT		20010910	0.50	116.82	58.41
253081	MASIA	GILBERT		20010924	0.50	131.38	65.69
253081	MASIA	GILBERT		20011008	0.50	167.90	83.95
253081	MASIA	GILBERT		20011022	0.50	114.02	57.01
253081	MASIA	GILBERT		20011105	0.50	122.94	61.47
253081	MASIA	GILBERT		20011119	0.50	129.18	64.59
253081	MASIA	GILBERT		20011203	0.50	100.93	50.46
253081	MASIA	GILBERT		20011217	0.50	163.61	81.80
253081	MASIA	GILBERT		20011231	0.50	76.47	38.23
253081	MASIA	GILBERT		20020114	0.50	97.94	48.97
253081	MASIA	GILBERT		20020128	0.50	132.62	66.31
253081	MASIA	GILBERT		20020211	0.50	146.96	73.48
253081	MASIA	GILBERT		20020225	0.50	128.12	64.06
253081	MASIA	GILBERT		20020311	0.50	125.82	62.91
253081	MASIA	GILBERT		20020325	0.50	144.17	72.08
253081	MASIA	GILBERT		20020408	0.50	129.65	64.82
253081	MASIA	GILBERT		20020422	0.50	129.43	64.71
253081	MASIA	GILBERT		20020506	0.50	141.82	70.91
253081	MASIA	GILBERT		20020520	0.50	130.62	65.31
253081	MASIA	GILBERT		20020603	0.50	126.31	63.15
253081	MASIA	GILBERT		20020617	0.50	99.37	49.68
253081	MASIA	GILBERT		20020701	0.50	125.46	62.73
253081	MASIA	GILBERT		20020715	0.50	108.83	54.41

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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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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
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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).

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 DONALD MCATEER, #292961

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 1073.14 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, 0788; C, 0081,0086; F, 1242; 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
	MANGHAM, MARVIN	199465	C A 26	1	8/11/99	8/16/01
ME 3	MANICK, JAMAL	259313	A A 56	2	9/18/02	10/1/02
MI 2	MANICK, RICHARD	198535	C A 38	1	3/15/04	6/24/04
	MANIGAULT, CALVIN	215941	C 0	1	8/5/99	2/23/00
	MANIGO, NAMON	211629	C A 6	1	2/20/00	8/16/01
	MANYFIELD, JOHN	262770	C X 0	1	2/14/00	9/6/00
	MAPLE, ROGER	255831	C B 50	1	11/4/99	8/1/01
MI 3	MARSHALL, CHRISTOPHER	254127	S A 53	1	9/10/01	11/4/02
	MARSHALL, GREGORY	258406	C B 1	0	6/19/00	2/2/00
MI 3	MARTIN, D	137771	C A 0	0		9/13/99
MI 3	MARTIN, PERCY	270035	C B 39	1	12/1/00	2/24/03
MI 2	MARTIN, PERCY	270035	C B 39	1	5/19/03	6/24/04
	MARTIN, RICHARD	211631	C B 1	0	2/14/00	2/2/00
MI 1B	MARTIN, SAMUEL	269333	C B 1	1	3/26/01	2/17/03
	MARTINEZ, SACREMENTO	259670	C A 11	1	6/27/00	9/17/01
MI 3	MARTINO, CEDRIC	291396	C A 16	1	6/30/03	7/22/03
MI 3	MASIA, GILBERT	253081	C A 4	1	11/27/00	3/11/04
MI 2	MASON, SAMUEL	260005	C A 48	1	9/9/99	5/2/03
MI 3	MATA, ALBERTO	272646	C B 64	1	11/8/02	3/29/04
MI 2	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	5/19/03
MI 1B	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	6/24/04
	MATTHEWS, HENRY	258787	C A 21	1	12/5/99	8/25/00
MI 3	MATTHEWS, JOHNATON	265014	C B 62	1	10/31/01	5/1/03
	MAYES, JOHNNY	169207	C A 24	1	7/12/02	8/20/02
	MAYNARD, TOMMY	257255	A A 42	1	12/7/00	2/21/01
MI 3	McATEER, DONALD	292961	C B 18	1	12/8/03	6/24/04
	McCLAM, LARRY	282972	C B 26	2	5/13/02	5/31/02
	MCCLARY, JOHN	256274	C B 25	1	10/18/00	11/9/00
	MCCLELLAN, AVERY	265357	MX 0	2	8/16/00	6/19/01
MI 3	McCLENDON, STONEY	263680	S B 43	1	6/26/03	7/8/03
	McCLENDON, STONEY	263680	C A 23	2	8/10/01	6/12/02
	MCCLINTON, MICHAEL	270097	C A 48	1	11/17/00	8/15/02
	MCCLURKIN, DONALD	257463	C A 18	1	3/14/00	7/25/00
	MCCULLOUGH, TITUS	259881	C 0	1	10/4/99	5/11/00
	McDOWELL, JAMES	174261	C B 15	1	10/19/01	10/19/01
MI 3	MCFADDEN, HERBERT	184297	C B 30	1	5/18/04	6/24/04
MI 3	MCFADDEN, HERBERT L.	184297	A A 21	3	4/5/04	4/8/04
MI 3	McFADDEN, JAMES	235419	C A 37	1	4/5/02	6/1/04
	McFADDEN, LONELL	237115	S A 58	2	10/29/01	1/9/01
MI 3	McFARLAND, MICHAEL	266870	C A 55	1	9/23/02	6/24/04
	MCGILL, FATORMA	256787	C B 28	2	8/10/01	3/25/02
	McGREW, DAVID	266950	S B 40	1	3/22/01	2/10/02
	McKEE, ANTHONY	278025	C A 28	2	1/9/02	7/1/02
	MCKEE, EMORY	274280	C B 18	1	6/12/01	8/6/01
	MCKINNEY, MICHAEL	168361	C 0	1	3/29/00	3/29/00
MI 2	McLAMORE, TERRENCE	241127	C A 31	1	3/12/04	6/9/04

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PLAINTIFF'S EXHIBIT A

A - 0788
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 [illegible]. 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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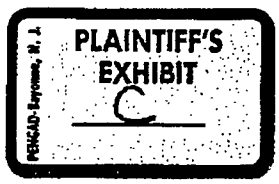

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
257255	MAYNARD	TOMMY	LANE	20010212	0.50	73.68	36.84
257255	MAYNARD	TOMMY	LANE	20010226	0.50	13.78	6.89
292961	MCATEER	DONALD	C	20031229	0.50	51.28	25.64
292961	MCATEER	DONALD	C	20031229	0.50	4.63	2.31
292961	MCATEER	DONALD	C	20031229	0.50	51.79	25.89
292961	MCATEER	DONALD	C	20031229	0.50	36.54	18.27
292961	MCATEER	DONALD	C	20040112	0.50	44.52	22.26
292961	MCATEER	DONALD	C	20040126	0.50	69.85	34.92
292961	MCATEER	DONALD	C	20040209	0.50	76.07	38.03
292961	MCATEER	DONALD	C	20040223	0.50	95.91	47.95
292961	MCATEER	DONALD	C	20040308	0.50	92.40	46.20
292961	MCATEER	DONALD	C	20040322	0.50	80.88	40.44
292961	MCATEER	DONALD	C	20040405	0.50	90.13	45.06
292961	MCATEER	DONALD	C	20040419	0.50	84.14	42.07
292961	MCATEER	DONALD	C	20040503	0.50	93.00	46.50
292961	MCATEER	DONALD	C	20040517	0.50	101.02	50.51
292961	MCATEER	DONALD	C	20040531	0.50	100.98	50.49
282972	MCCLAM	LARRY		20020520	0.50	22.40	11.20
282972	MCCLAM	LARRY		20020603	0.50	36.89	18.44
256274	MCCLARY	JOHN		20001023	0.50	18.75	9.37
256274	MCCLARY	JOHN		20001106	0.50	98.42	49.21
256274	MCCLARY	JOHN		20001120	0.50	20.36	10.18
263680	MCCLENDON	STONEY	MACK	20010827	0.50	60.20	30.10
263680	MCCLENDON	STONEY	MACK	20010910	0.50	42.00	21.00
263680	MCCLENDON	STONEY	MACK	20010924	0.50	45.21	22.60
263680	MCCLENDON	STONEY	MACK	20011008	0.50	73.42	36.71
263680	MCCLENDON	STONEY	MACK	20011022	0.50	78.30	39.15
263680	MCCLENDON	STONEY	MACK	20011105	0.50	67.50	33.75
263680	MCCLENDON	STONEY	MACK	20011119	0.50	82.36	41.18
263680	MCCLENDON	STONEY	MACK	20011203	0.50	28.30	14.15
263680	MCCLENDON	STONEY	MACK	20011217	0.50	96.40	48.20
263680	MCCLENDON	STONEY	MACK	20011231	0.50	43.06	21.53
263680	MCCLENDON	STONEY	MACK	20020114	0.50	63.00	31.50
263680	MCCLENDON	STONEY	MACK	20020128	0.50	79.34	39.67
263680	MCCLENDON	STONEY	MACK	20020211	0.50	90.00	45.00
263680	MCCLENDON	STONEY	MACK	20020225	0.50	113.25	56.62
263680	MCCLENDON	STONEY	MACK	20020311	0.50	108.00	54.00
263680	MCCLENDON	STONEY	MACK	20020325	0.50	112.50	56.25
263680	MCCLENDON	STONEY	MACK	20020408	0.50	98.36	49.18
263680	MCCLENDON	STONEY	MACK	20020422	0.50	107.18	53.59
263680	MCCLENDON	STONEY	MACK	20020506	0.50	104.25	52.12
263680	MCCLENDON	STONEY	MACK	20020520	0.50	104.76	52.38
263680	MCCLENDON	STONEY	MACK	20020603	0.50	101.25	50.62
263680	MCCLENDON	STONEY	MACK	20020617	0.50	37.50	18.75
263680	MCCLENDON	STONEY	MACK	20030714	0.50	38.50	19.25
270097	MCCLINTON	MICHAEL		20001204	0.50	33.16	16.58
270097	MCCLINTON	MICHAEL		20001218	0.50	44.38	22.19
270097	MCCLINTON	MICHAEL		20010101	0.50	28.22	14.11
270097	MCCLINTON	MICHAEL		20010115	0.50	25.25	12.62
270097	MCCLINTON	MICHAEL		20010129	0.50	65.68	32.84
270097	MCCLINTON	MICHAEL		20010212	0.50	46.28	23.14
270097	MCCLINTON	MICHAEL		20010226	0.50	67.50	33.75
270097	MCCLINTON	MICHAEL		20010312	0.50	27.85	13.92
270097	MCCLINTON	MICHAEL		20010326	0.50	31.40	15.70

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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.
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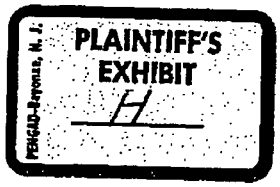

RESUME-3/03
Dr. Joseph J. Benich

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
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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 JAMES MCFADDEN, #235419

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 4991.68 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

James McFadden 2/4/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0788; C, 0081,0086; F, 1244-1245; 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
	MANGHAM, MARVIN	199465	C A 26	1	8/11/99	8/16/01
ME 3	MANICK, JAMAL	259313	A A 56	2	9/18/02	10/1/02
MI 2	MANICK, RICHARD	198535	C A 38	1	3/15/04	6/24/04
	MANIGAULT, CALVIN	215941	C 0	1	8/5/99	2/23/00
	MANIGO, NAMON	211629	C A 6	1	2/20/00	8/16/01
	MANYFIELD, JOHN	262770	C X 0	1	2/14/00	9/6/00
	MAPLE, ROGER	255831	C B 50	1	11/4/99	8/1/01
MI 3	MARSHALL, CHRISTOPHER	254127	S A 53	1	9/10/01	11/4/02
	MARSHALL, GREGORY	258406	C B 1	0	6/19/00	2/2/00
MI 3	MARTIN, D	137771	C A 0	0		9/13/99
MI 3	MARTIN, PERCY	270035	C B 39	1	12/1/00	2/24/03
MI 2	MARTIN, PERCY	270035	C B 39	1	5/19/03	6/24/04
	MARTIN, RICHARD	211631	C B 1	0	2/14/00	2/2/00
MI 1B	MARTIN, SAMUEL	269333	C B 1	1	3/26/01	2/17/03
	MARTINEZ, SACREMENTO	259670	C A 11	1	6/27/00	9/17/01
MI 3	MARTINO, CEDRIC	291396	C A 16	1	6/30/03	7/22/03
MI 3	MASIA, GILBERT	253081	C A 4	1	11/27/00	3/11/04
MI 2	MASON, SAMUEL	260005	C A 48	1	9/9/99	5/2/03
MI 3	MATA, ALBERTO	272646	C B 64	1	11/8/02	3/29/04
MI 2	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	5/19/03
MI 1B	MATTHEWS, DAVID	259638	C A 49	1	12/5/99	6/24/04
	MATTHEWS, HENRY	258787	C A 21	1	12/5/99	8/25/00
MI 3	MATTHEWS, JOHNATON	265014	C B 62	1	10/31/01	5/1/03
	MAYES, JOHNNY	169207	C A 24	1	7/12/02	8/20/02
	MAYNARD, TOMMY	257255	A A 42	1	12/7/00	2/21/01
MI 3	McATEER, DONALD	292961	C B 18	1	12/8/03	6/24/04
	McCLAM, LARRY	282972	C B 26	2	5/13/02	5/31/02
	MCCLARY, JOHN	256274	C B 25	1	10/18/00	11/9/00
	MCCLELLAN, AVERY	265357	M X 0	2	8/16/00	6/19/01
MI 3	McCLENDON, STONEY	263680	S B 43	1	6/26/03	7/8/03
	McCLENDON, STONEY	263680	C A 23	2	8/10/01	6/12/02
	MCCLINTON, MICHAEL	270097	C A 48	1	11/17/00	8/15/02
	MCCLURKIN, DONALD	257463	C A 18	1	3/14/00	7/25/00
	MCCULLOUGH, TITUS	259881	C 0	1	10/4/99	5/11/00
	McDOWELL, JAMES	174261	C B 15	1	10/19/01	10/19/01
MI 3	MCFADDEN, HERBERT	184297	C B 30	1	5/18/04	6/24/04
MI 3	MCFADDEN, HERBERT L.	184297	A A 21	3	4/5/04	4/8/04
MI 3	McFADDEN, JAMES	235419	C A 37	1	4/5/02	6/1/04
	McFADDEN, LONELL	237115	S A 58	2	10/29/01	1/9/01
MI 3	McFARLAND, MICHAEL	266870	C A 55	1	9/23/02	6/24/04
	MCGILL, FATORMA	256787	C B 28	2	8/10/01	3/25/02
	McGREW, DAVID	266950	S B 40	1	3/22/01	2/10/02
	McKEE, ANTHONY	278025	C A 28	2	1/9/02	7/1/02
	MCKEE, EMORY	274280	C B 18	1	6/12/01	8/6/01
	MCKINNEY, MICHAEL	168361	C 0	1	3/29/00	3/29/00
MI 2	McLAMORE, TERRENCE	241127	C A 31	1	3/12/04	6/9/04

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PLAINTIFF'S EXHIBIT A

A - 0788
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
259881	MCCULLOUGH	TITUS	TERRELL	19991025	0.35	53.00	18.55
259881	MCCULLOUGH	TITUS	TERRELL	19991108	0.35	72.50	25.37
259881	MCCULLOUGH	TITUS	TERRELL	19991108	0.55	40.00	22.00
259881	MCCULLOUGH	TITUS	TERRELL	19991122	0.35	55.85	19.54
259881	MCCULLOUGH	TITUS	TERRELL	19991206	0.35	53.83	18.84
259881	MCCULLOUGH	TITUS	TERRELL	19991220	2.50	2.00	5.00
259881	MCCULLOUGH	TITUS	TERRELL	19991220	0.50	68.95	34.47
259881	MCCULLOUGH	TITUS	TERRELL	20000103	0.50	27.28	13.64
259881	MCCULLOUGH	TITUS	TERRELL	20000103	0.55	0.18	0.09
259881	MCCULLOUGH	TITUS	TERRELL	20000117	0.50	72.93	36.46
259881	MCCULLOUGH	TITUS	TERRELL	20000131	0.50	61.23	30.61
259881	MCCULLOUGH	TITUS	TERRELL	20000214	0.50	70.12	35.06
259881	MCCULLOUGH	TITUS	TERRELL	20000214	0.80	6.50	5.20
259881	MCCULLOUGH	TITUS	TERRELL	20000214	0.55	7.50	4.12
259881	MCCULLOUGH	TITUS	TERRELL	20000228	0.50	65.55	32.77
259881	MCCULLOUGH	TITUS	TERRELL	20000228	1.05	15.00	15.75
259881	MCCULLOUGH	TITUS	TERRELL	20000313	0.50	72.40	36.20
259881	MCCULLOUGH	TITUS	TERRELL	20000327	0.50	72.41	36.20
259881	MCCULLOUGH	TITUS	TERRELL	20000410	0.50	75.00	37.50
259881	MCCULLOUGH	TITUS	TERRELL	20000410	0.55	1.43	0.78
259881	MCCULLOUGH	TITUS	TERRELL	20000424	0.50	75.00	37.50
259881	MCCULLOUGH	TITUS	TERRELL	20000424	0.55	5.28	2.90
259881	MCCULLOUGH	TITUS	TERRELL	20000508	0.35	30.47	10.66
259881	MCCULLOUGH	TITUS	TERRELL	20000522	0.50	19.75	9.87
259881	MCCULLOUGH	TITUS	TERRELL	20000522	0.25	7.50	1.87
184297	MCFADDEN	HERBERT	LEE	20040531	0.50	29.63	14.81
235419	MCFADDEN	JAMES		20020506	0.50	55.00	27.50
235419	MCFADDEN	JAMES		20020506	0.50	64.07	32.03
235419	MCFADDEN	JAMES		20020520	0.50	70.13	35.06
235419	MCFADDEN	JAMES		20020603	0.50	47.25	23.62
235419	MCFADDEN	JAMES		20020617	0.50	75.00	37.50
235419	MCFADDEN	JAMES		20020701	0.50	75.00	37.50
235419	MCFADDEN	JAMES		20020715	0.50	60.00	30.00
235419	MCFADDEN	JAMES		20020729	0.50	125.26	62.63
235419	MCFADDEN	JAMES		20020812	0.50	88.10	44.05
235419	MCFADDEN	JAMES		20020826	0.50	88.90	44.45
235419	MCFADDEN	JAMES		20020909	0.50	79.80	39.90
235419	MCFADDEN	JAMES		20020923	0.50	90.00	45.00
235419	MCFADDEN	JAMES		20021007	0.50	71.25	35.62
235419	MCFADDEN	JAMES		20021021	0.50	112.50	56.25
235419	MCFADDEN	JAMES		20021104	0.50	112.50	56.25
235419	MCFADDEN	JAMES		20021118	0.50	114.65	57.32
235419	MCFADDEN	JAMES		20021202	0.50	108.72	54.36
235419	MCFADDEN	JAMES		20021216	0.50	117.83	58.91
235419	MCFADDEN	JAMES		20021230	0.50	58.85	29.42
235419	MCFADDEN	JAMES		20030113	0.50	63.92	31.96
235419	MCFADDEN	JAMES		20030127	0.50	69.14	34.57
235419	MCFADDEN	JAMES		20030210	0.50	77.49	38.74
235419	MCFADDEN	JAMES		20030224	0.50	73.24	36.62
235419	MCFADDEN	JAMES		20030310	0.50	90.13	45.06
235419	MCFADDEN	JAMES		20030324	0.50	97.72	48.86
235419	MCFADDEN	JAMES		20030407	0.50	54.57	27.28
235419	MCFADDEN	JAMES		20030714	0.50	145.60	72.80
235419	MCFADDEN	JAMES		20030728	0.50	124.39	62.19

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
235419	MCFADDEN	JAMES		20030811	0.50	110.84	55.42
235419	MCFADDEN	JAMES		20030825	0.50	118.88	59.44
235419	MCFADDEN	JAMES		20030908	0.50	86.31	43.15
235419	MCFADDEN	JAMES		20030922	0.50	103.16	51.58
235419	MCFADDEN	JAMES		20031006	0.50	97.36	48.68
235419	MCFADDEN	JAMES		20031020	0.50	101.12	50.56
235419	MCFADDEN	JAMES		20031103	0.50	106.45	53.22
235419	MCFADDEN	JAMES		20031117	0.50	114.49	57.24
235419	MCFADDEN	JAMES		20031201	0.50	104.52	52.26
235419	MCFADDEN	JAMES		20031215	0.50	114.02	57.01
235419	MCFADDEN	JAMES		20031229	0.50	118.06	59.03
235419	MCFADDEN	JAMES		20040112	0.50	83.76	41.88
235419	MCFADDEN	JAMES		20040126	0.50	115.56	57.78
235419	MCFADDEN	JAMES		20040209	0.50	129.50	64.75
235419	MCFADDEN	JAMES		20040223	0.50	140.38	70.19
235419	MCFADDEN	JAMES		20040308	0.50	132.58	66.29
235419	MCFADDEN	JAMES		20040322	0.50	130.02	65.01
235419	MCFADDEN	JAMES		20040405	0.50	123.76	61.88
235419	MCFADDEN	JAMES		20040419	0.50	122.40	61.20
235419	MCFADDEN	JAMES		20040503	0.50	142.94	71.47
235419	MCFADDEN	JAMES		20040517	0.50	156.54	78.27
235419	MCFADDEN	JAMES		20040531	0.50	128.02	64.01
237115	MCFADDEN, JR.	LONNELL		20011231	0.50	26.75	13.37
237115	MCFADDEN, JR.	LONNELL		20020114	0.50	22.59	11.29
266870	MCFARLAND	MICHAEL	KEVIN	20021007	0.50	36.85	18.42
266870	MCFARLAND	MICHAEL	KEVIN	20021021	0.50	40.93	20.46
266870	MCFARLAND	MICHAEL	KEVIN	20021104	0.50	51.10	25.55
266870	MCFARLAND	MICHAEL	KEVIN	20021118	0.50	57.66	28.83
266870	MCFARLAND	MICHAEL	KEVIN	20021202	0.50	66.63	33.31
266870	MCFARLAND	MICHAEL	KEVIN	20021216	0.50	76.50	38.25
266870	MCFARLAND	MICHAEL	KEVIN	20021230	0.50	41.45	20.72
266870	MCFARLAND	MICHAEL	KEVIN	20030113	0.50	68.30	34.15
266870	MCFARLAND	MICHAEL	KEVIN	20030127	0.50	77.68	38.84
266870	MCFARLAND	MICHAEL	KEVIN	20030210	0.50	39.63	19.81
266870	MCFARLAND	MICHAEL	KEVIN	20030224	0.50	74.57	37.28
266870	MCFARLAND	MICHAEL	KEVIN	20030224	0.50	74.57	37.28
266870	MCFARLAND	MICHAEL	KEVIN	20030310	0.50	82.88	41.44
266870	MCFARLAND	MICHAEL	KEVIN	20030324	0.50	86.40	43.20
266870	MCFARLAND	MICHAEL	KEVIN	20030407	0.50	86.58	43.29
266870	MCFARLAND	MICHAEL	KEVIN	20030421	0.50	63.45	31.72
266870	MCFARLAND	MICHAEL	KEVIN	20030505	0.50	69.68	34.84
266870	MCFARLAND	MICHAEL	KEVIN	20030602	0.50	73.50	36.75
266870	MCFARLAND	MICHAEL	KEVIN	20030616	0.50	117.97	58.98
266870	MCFARLAND	MICHAEL	KEVIN	20030630	0.50	109.16	54.58
266870	MCFARLAND	MICHAEL	KEVIN	20030714	0.50	112.16	56.08
266870	MCFARLAND	MICHAEL	KEVIN	20030728	0.50	107.45	53.72
266870	MCFARLAND	MICHAEL	KEVIN	20030811	0.50	86.51	43.25
266870	MCFARLAND	MICHAEL	KEVIN	20030825	0.50	97.01	48.50
266870	MCFARLAND	MICHAEL	KEVIN	20030908	0.50	64.61	32.30
266870	MCFARLAND	MICHAEL	KEVIN	20030922	0.50	101.43	50.71
266870	MCFARLAND	MICHAEL	KEVIN	20031006	0.50	71.73	35.86
266870	MCFARLAND	MICHAEL	KEVIN	20031020	0.50	118.46	59.23
266870	MCFARLAND	MICHAEL	KEVIN	20031103	0.50	118.69	59.34
266870	MCFARLAND	MICHAEL	KEVIN	20031117	0.50	122.98	61.49

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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

5-702

AMENDMENT TO GRIEVANCE OF TONY MCNEIL, #235846

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; 664.51 hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 1.47 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, 0789; C, 0081,0086; F, 1248; 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	McMICHAEL, BRIAN	291500	E B 15	1	4/13/04	4/14/04
	MCMILLAN, COREY	226661	M X 0	2	3/15/00	7/17/01
MI 3	McNAIR, WILLIE	285558	C B 14	2	9/20/02	9/25/02
MI 3	McNEIL, EDSEL	219506	C A 24	1	4/5/02	9/4/02
	McNEIL, KENNETH	281799	C B 30	1	6/20/02	7/16/02
ME 3	McNEIL, TONY	235846	A B 42	1	10/1/02	10/8/02
	MCRAY, MARK	269169	C B 30	1	10/16/00	1/29/00
MI 3	MENDOZA, ERIBERTO	283772	C A 28	1	8/12/02	5/2/03
	MESSINK, GREGORY	275960	S B 22	2	8/17/01	8/27/01
	MEYERS, ROBERT	229315	C B 1	0	9/27/99	2/2/00
MI 2	MICKELL, JOHN	155009	C B 25	1	6/20/02	8/28/02
MI 2	MICKELL, JOHN	155009	C B 22	1	9/23/02	10/1/02
	MILES, THOMAS	246763	S B 53	1	6/7/01	1/29/02
MI 2	MILFORD, FRANKLIN	278855	C A 19	2	5/13/02	12/16/02
	MILLER, ADRIAN	282638	A A 33	1	5/6/02	5/31/02
	MILLER, CALVIN	163907	S A 34	1	3/21/00	6/16/00
	MILLER, DANA	253789	M X 0	2	1/6/00	6/27/00
MI 3	MILLER, DARRIN	259593	C B 50	1	4/10/02	6/24/04
MI 3	MILLER, ERNEST	235474	C A 44	1	3/21/00	6/26/03
	MILLER, JOHN	268152	E B 16	1	10/12/01	10/24/01
	MILLER, MOSES	256762	C B 5	1	11/4/99	3/5/01
ME 3	MILLER, RAY	214870	C B 28	2	9/30/02	11/12/02
	MILLER, WILLIAM	277143	S B 46	1	9/5/01	6/6/02
	MILLS, BARRICK	270170	S A 42	1	8/17/01	3/5/02
	MILLS, JOSEPH	266231	C A 20	1	5/31/00	8/1/00
	MILLS, STEVEN	245363	C 0	1	11/10/99	4/3/00
MI 2	MILLS, WILBERT	244004	C B 53	1	12/20/01	5/2/03
MI 1B	MILLS, WILBERT	244004	C B 53	1	12/20/01	6/26/03
MI 3	MILLS, WILLIAM	278584	C B 4	2	11/26/01	1/8/03
	MINGO, JOHN	247878	C 0	1	11/15/99	2/9/00
	MITCHELL, ANTHONY	267907	S B 59	1	2/23/01	4/24/01
	MITCHELL, JAMES	276967	S A 30	1	8/17/01	1/22/02
	MITCHELL, MARVIN	215068	S A 23	1	7/30/01	8/27/01
	MITCHUM, HERBERT	277999	E A 26	2	10/24/01	11/30/01
	MITCHUM, OTIS	228669	C 0	1	12/21/99	4/28/00
	MITCHUM, ROBERT	266352	S A 28	1	6/6/00	9/15/00
MI 2	MIXSON, JAMES	250314	C B 12	1	8/10/99	10/10/02
	MOLEN, KEVIN	219388	S A 27	1	8/17/01	9/24/01
	MONROE, ISHMALE	242487	A A 46	1	3/28/01	1/8/01
	MONTGOMERY, MIKE	266760	M X 0	2	8/16/00	10/5/00
MI 3	MOORE, CLARENCE	293031	WA113	3		4/7/04
	MOORE, WENDELL	260478	C A 17	1	11/1/99	4/5/00
MI 3	MOOSO, J	241869	C A 0	0		10/11/99
	MORGAN, DAVID	270062	S A 16	1	4/10/02	5/20/02
MI 3	MORRIS, JR. ROY	288777	C B 54	1	6/26/03	6/10/04
MI 2	MORRISON, CHARLES	253880	C A 52	2	8/6/99	12/16/02

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PLAINTIFF'S EXHIBIT A

A - 0789
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
226661	MCMILLIAN	COREY	LEE	20000605	0.25	7.50	1.87
226661	MCMILLIAN	COREY	LEE	20000619	0.50	75.00	37.50
226661	MCMILLIAN	COREY	LEE	20000619	0.70	10.00	7.00
226661	MCMILLIAN	COREY	LEE	20000703	0.50	60.00	30.00
226661	MCMILLIAN	COREY	LEE	20000703	0.55	10.57	5.81
226661	MCMILLIAN	COREY	LEE	20000703	0.35	24.00	8.40
226661	MCMILLIAN	COREY	LEE	20000703	0.25	7.07	1.76
226661	MCMILLIAN	COREY	LEE	20000717	0.50	80.10	40.05
226661	MCMILLIAN	COREY	LEE	20000731	0.50	89.00	44.50
226661	MCMILLIAN	COREY	LEE	20000814	0.50	71.20	35.60
226661	MCMILLIAN	COREY	LEE	20000828	0.50	89.00	44.50
226661	MCMILLIAN	COREY	LEE	20000911	0.50	61.25	30.62
226661	MCMILLIAN	COREY	LEE	20000925	0.50	80.10	40.05
226661	MCMILLIAN	COREY	LEE	20001009	0.50	81.50	40.75
226661	MCMILLIAN	COREY	LEE	20001023	0.50	71.20	35.60
226661	MCMILLIAN	COREY	LEE	20001023	0.35	7.50	2.62
226661	MCMILLIAN	COREY	LEE	20001106	0.50	100.35	50.17
226661	MCMILLIAN	COREY	LEE	20001120	0.50	100.35	50.17
226661	MCMILLIAN	COREY	LEE	20001204	0.50	89.20	44.60
226661	MCMILLIAN	COREY	LEE	20001218	0.50	121.50	60.75
226661	MCMILLIAN	COREY	LEE	20010101	0.50	55.75	27.87
226661	MCMILLIAN	COREY	LEE	20010115	0.50	88.30	44.15
226661	MCMILLIAN	COREY	LEE	20010129	0.50	89.20	44.60
226661	MCMILLIAN	COREY	LEE	20010212	0.50	111.50	55.75
226661	MCMILLIAN	COREY	LEE	20010226	0.50	100.35	50.17
226661	MCMILLIAN	COREY	LEE	20010312	0.50	111.50	55.75
226661	MCMILLIAN	COREY	LEE	20010326	0.50	111.50	55.75
226661	MCMILLIAN	COREY	LEE	20010409	0.50	145.15	72.57
226661	MCMILLIAN	COREY	LEE	20010423	0.50	126.50	63.25
226661	MCMILLIAN	COREY	LEE	20010507	0.50	126.50	63.25
226661	MCMILLIAN	COREY	LEE	20010521	0.50	131.10	65.55
226661	MCMILLIAN	COREY	LEE	20010604	0.50	127.35	63.67
226661	MCMILLIAN	COREY	LEE	20010618	0.50	141.50	70.75
226661	MCMILLIAN	COREY	LEE	20010702	0.50	127.35	63.67
226661	MCMILLIAN	COREY	LEE	20010716	0.50	83.30	41.65
226661	MCMILLIAN	COREY	LEE	20010730	0.50	28.30	14.15
285558	MCNAIR	WILLIE		20021007	0.50	13.77	6.88
281799	MCNEIL	KENNETH		20020715	0.50	41.31	20.65
281799	MCNEIL	KENNETH		20020729	0.50	6.81	3.40
235846	MCNEIL	TONY	L.	20000703	0.35	67.18	23.51
235846	MCNEIL	TONY	L.	20000717	0.50	41.73	20.86
235846	MCNEIL	TONY	L.	20000731	0.50	46.49	23.24
235846	MCNEIL	TONY	L.	20000814	0.50	67.50	33.75
235846	MCNEIL	TONY	L.	20000828	0.50	43.11	21.55
235846	MCNEIL	TONY	L.	20000911	0.50	69.34	34.67
235846	MCNEIL	TONY	L.	20000925	0.50	50.22	25.11
235846	MCNEIL	TONY	L.	20001009	0.50	34.90	17.45
235846	MCNEIL	TONY	L.	20001023	0.50	34.17	17.08
235846	MCNEIL	TONY	L.	20001106	0.50	86.08	43.04
235846	MCNEIL	TONY	L.	20001120	0.50	72.35	36.17
235846	MCNEIL	TONY	L.	20001204	0.50	28.12	14.06
235846	MCNEIL	TONY	L.	20001218	0.50	23.32	11.66
235846	MCNEIL	TONY	L.	20021021	0.50	1.47	0.73
219506	MCNEILL,III	EDSEL	L.	19990816	0.35	14.89	5.21

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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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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

5710

AMENDMENT TO GRIEVANCE OF ERNEST MILLER, #235474

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; 1773.32 hours in 2000 at $10.66 per hour; 1355.78 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 6026.83 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.

Ernest Miller 02/03/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0789; C, 0081,0086; F, 1253-1255; 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	McMICHAEL, BRIAN	291500	E B 15	1	4/13/04	4/14/04
	MCMILLAN, COREY	226661	M X 0	2	3/15/00	7/17/01
MI 3	McNAIR, WILLIE	285558	C B 14	2	9/20/02	9/25/02
MI 3	McNEIL, EDSEL	219506	C A 24	1	4/5/02	9/4/02
	McNEIL, KENNETH	281799	C B 30	1	6/20/02	7/16/02
ME 3	McNEIL, TONY	235846	A B 42	1	10/1/02	10/8/02
	MCRAY, MARK	269169	C B 30	1	10/16/00	1/29/00
MI 3	MENDOZA, ERIBERTO	283772	C A 28	1	8/12/02	5/2/03
	MESSINK, GREGORY	275960	S B 22	2	8/17/01	8/27/01
	MEYERS, ROBERT	229315	C B 1	0	9/27/99	2/2/00
MI 2	MICKELL, JOHN	155009	C B 25	1	6/20/02	8/28/02
MI 2	MICKELL, JOHN	155009	C B 22	1	9/23/02	10/1/02
	MILES, THOMAS	246763	S B 53	1	6/7/01	1/29/02
MI 2	MILFORD, FRANKLIN	278855	C A 19	2	5/13/02	12/16/02
	MILLER, ADRIAN	282638	A A 33	1	5/6/02	5/31/02
	MILLER, CALVIN	163907	S A 34	1	3/21/00	6/16/00
	MILLER, DANA	253789	M X 0	2	1/6/00	6/27/00
MI 3	MILLER, DARRIN	259593	C B 50	1	4/10/02	6/24/04
MI 3	MILLER, ERNEST	235474	C A 44	1	3/21/00	6/26/03
	MILLER, JOHN	268152	E B 16	1	10/12/01	10/24/01
	MILLER, MOSES	256762	C B 5	1	11/4/99	3/5/01
ME 3	MILLER, RAY	214870	C B 28	2	9/30/02	11/12/02
	MILLER, WILLIAM	277143	S B 46	1	9/5/01	6/6/02
	MILLS, BARRICK	270170	S A 42	1	8/17/01	3/5/02
	MILLS, JOSEPH	266231	C A 20	1	5/31/00	8/1/00
	MILLS, STEVEN	245363	C 0	1	11/10/99	4/3/00
MI 2	MILLS, WILBERT	244004	C B 53	1	12/20/01	5/2/03
MI 1B	MILLS, WILBERT	244004	C B 53	1	12/20/01	6/26/03
MI 3	MILLS, WILLIAM	278584	C B 4	2	11/26/01	1/8/03
	MINGO, JOHN	247878	C 0	1	11/15/99	2/9/00
	MITCHELL, ANTHONY	267907	S B 59	1	2/23/01	4/24/01
	MITCHELL, JAMES	276967	S A 30	1	8/17/01	1/22/02
	MITCHELL, MARVIN	215068	S A 23	1	7/30/01	8/27/01
	MITCHUM, HERBERT	277999	E A 26	2	10/24/01	11/30/01
	MITCHUM, OTIS	228669	C 0	1	12/21/99	4/28/00
	MITCHUM, ROBERT	266352	S A 28	1	6/6/00	9/15/00
MI 2	MIXSON, JAMES	250314	C B 12	1	8/10/99	10/10/02
	MOLEN, KEVIN	219388	S A 27	1	8/17/01	9/24/01
	MONROE, ISHMALE	242487	A A 46	1	3/28/01	1/8/01
	MONTGOMERY, MIKE	266760	M X 0	2	8/16/00	10/5/00
MI 3	MOORE, CLARENCE	293031	WA113	3		4/7/04
	MOORE, WENDELL	260478	C A 17	1	11/1/99	4/5/00
MI 3	MOOSO, J	241869	C A 0	0		10/11/99
	MORGAN, DAVID	270062	S A 16	1	4/10/02	5/20/02
MI 3	MORRIS, JR. ROY	288777	C B 54	1	6/26/03	6/10/04
MI 2	MORRISON, CHARLES	253880	C A 52	2	8/6/99	12/16/02

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PENGAD-Bayonne, N. J.

PLAINTIFF'S EXHIBIT A

A - 0789
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 ~~1,000,000~~. 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

A - 0086
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259593	MILLER	DARRIN		20030210	0.50	112.83	56.41
259593	MILLER	DARRIN		20030224	0.50	110.51	55.25
259593	MILLER	DARRIN		20030310	0.50	85.10	42.55
259593	MILLER	DARRIN		20030324	0.50	78.93	39.46
259593	MILLER	DARRIN		20030407	0.50	85.62	42.81
259593	MILLER	DARRIN		20030421	0.50	76.98	38.49
259593	MILLER	DARRIN		20030505	0.50	47.29	23.64
259593	MILLER	DARRIN		20030519	0.50	99.26	49.63
259593	MILLER	DARRIN		20030602	0.50	89.90	44.95
259593	MILLER	DARRIN		20030616	0.50	100.13	50.06
259593	MILLER	DARRIN		20030630	0.50	106.73	53.36
259593	MILLER	DARRIN		20030714	0.50	134.05	67.02
259593	MILLER	DARRIN		20030728	0.50	123.64	61.82
259593	MILLER	DARRIN		20030811	0.50	117.64	58.82
259593	MILLER	DARRIN		20030825	0.50	103.19	51.59
259593	MILLER	DARRIN		20030908	0.50	86.79	43.39
259593	MILLER	DARRIN		20030922	0.50	95.32	47.66
259593	MILLER	DARRIN		20031006	0.50	103.70	51.85
259593	MILLER	DARRIN		20031020	0.50	110.28	55.14
259593	MILLER	DARRIN		20031103	0.50	98.60	49.30
259593	MILLER	DARRIN		20031117	0.50	113.01	56.50
259593	MILLER	DARRIN		20031201	0.50	90.10	45.05
259593	MILLER	DARRIN		20031215	0.50	99.76	49.88
259593	MILLER	DARRIN		20031229	0.50	101.00	50.50
259593	MILLER	DARRIN		20040112	0.50	53.24	26.62
259593	MILLER	DARRIN		20040126	0.50	93.36	46.68
259593	MILLER	DARRIN		20040209	0.50	117.18	58.59
259593	MILLER	DARRIN		20040223	0.50	108.38	54.19
259593	MILLER	DARRIN		20040308	0.50	131.24	65.62
259593	MILLER	DARRIN		20040322	0.50	128.49	64.24
259593	MILLER	DARRIN		20040405	0.50	133.89	66.94
259593	MILLER	DARRIN		20040419	0.50	97.58	48.79
259593	MILLER	DARRIN		20040503	0.50	92.12	46.06
259593	MILLER	DARRIN		20040517	0.50	119.12	59.56
259593	MILLER	DARRIN		20040531	0.50	129.30	64.65
235474	MILLER	ERNEST	ESDORNE	20000327	0.35	27.67	9.68
235474	MILLER	ERNEST	ESDORNE	20000327	0.80	7.50	6.00
235474	MILLER	ERNEST	ESDORNE	20000410	0.35	75.00	26.25
235474	MILLER	ERNEST	ESDORNE	20000410	0.55	10.97	6.03
235474	MILLER	ERNEST	ESDORNE	20000410	0.80	15.00	12.00
235474	MILLER	ERNEST	ESDORNE	20000424	0.35	75.00	26.25
235474	MILLER	ERNEST	ESDORNE	20000424	0.55	14.69	8.07
235474	MILLER	ERNEST	ESDORNE	20000424	0.25	7.00	1.75
235474	MILLER	ERNEST	ESDORNE	20000508	0.35	75.00	26.25
235474	MILLER	ERNEST	ESDORNE	20000508	0.55	25.55	14.05
235474	MILLER	ERNEST	ESDORNE	20000508	0.25	14.33	3.58
235474	MILLER	ERNEST	ESDORNE	20000522	0.50	67.50	33.75
235474	MILLER	ERNEST	ESDORNE	20000522	0.55	27.07	14.88
235474	MILLER	ERNEST	ESDORNE	20000522	0.25	7.50	1.87
235474	MILLER	ERNEST	ESDORNE	20000605	0.50	67.50	33.75
235474	MILLER	ERNEST	ESDORNE	20000605	0.55	4.75	2.61
235474	MILLER	ERNEST	ESDORNE	20000703	0.50	60.00	30.00
235474	MILLER	ERNEST	ESDORNE	20000703	0.55	17.75	9.76
235474	MILLER	ERNEST	ESDORNE	20000703	0.35	4.85	1.69

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235474	MILLER	ERNEST	ESDORNE	20000703	0.25	7.25	1.81
235474	MILLER	ERNEST	ESDORNE	20000717	0.50	88.61	44.30
235474	MILLER	ERNEST	ESDORNE	20000731	0.50	100.85	50.42
235474	MILLER	ERNEST	ESDORNE	20000814	0.50	73.33	36.66
235474	MILLER	ERNEST	ESDORNE	20000828	0.50	90.05	45.02
235474	MILLER	ERNEST	ESDORNE	20000911	0.50	76.87	38.43
235474	MILLER	ERNEST	ESDORNE	20000925	0.50	67.69	33.84
235474	MILLER	ERNEST	ESDORNE	20001009	0.50	92.85	46.42
235474	MILLER	ERNEST	ESDORNE	20001023	0.50	125.37	62.68
235474	MILLER	ERNEST	ESDORNE	20001106	0.50	93.69	46.84
235474	MILLER	ERNEST	ESDORNE	20001120	0.50	88.81	44.90
235474	MILLER	ERNEST	ESDORNE	20001204	0.50	75.17	37.58
235474	MILLER	ERNEST	ESDORNE	20001218	0.50	143.69	71.84
235474	MILLER	ERNEST	ESDORNE	20010101	0.50	43.46	21.78
235474	MILLER	ERNEST	ESDORNE	20010115	0.50	75.27	37.63
235474	MILLER	ERNEST	ESDORNE	20010129	0.50	55.72	27.86
235474	MILLER	ERNEST	ESDORNE	20010212	0.50	99.42	49.71
235474	MILLER	ERNEST	ESDORNE	20010226	0.50	110.03	55.01
235474	MILLER	ERNEST	ESDORNE	20010312	0.50	110.97	55.48
235474	MILLER	ERNEST	ESDORNE	20010326	0.50	96.50	48.25
235474	MILLER	ERNEST	ESDORNE	20010409	0.50	166.44	83.22
235474	MILLER	ERNEST	ESDORNE	20010423	0.50	112.50	56.25
235474	MILLER	ERNEST	ESDORNE	20010507	0.50	109.85	54.92
235474	MILLER	ERNEST	ESDORNE	20010521	0.50	115.23	57.61
235474	MILLER	ERNEST	ESDORNE	20010604	0.50	95.66	47.83
235474	MILLER	ERNEST	ESDORNE	20010618	0.50	107.96	53.98
235474	MILLER	ERNEST	ESDORNE	20010702	0.50	100.23	50.11
235474	MILLER	ERNEST	ESDORNE	20010716	0.50	98.58	49.29
235474	MILLER	ERNEST	ESDORNE	20010730	0.50	126.06	63.03
235474	MILLER	ERNEST	ESDORNE	20010813	0.50	104.66	52.33
235474	MILLER	ERNEST	ESDORNE	20010827	0.50	108.26	54.13
235474	MILLER	ERNEST	ESDORNE	20010910	0.50	127.02	63.51
235474	MILLER	ERNEST	ESDORNE	20010924	0.50	155.44	77.72
235474	MILLER	ERNEST	ESDORNE	20011008	0.50	116.65	58.32
235474	MILLER	ERNEST	ESDORNE	20011022	0.50	25.02	12.51
235474	MILLER	ERNEST	ESDORNE	20011105	0.50	121.64	60.82
235474	MILLER	ERNEST	ESDORNE	20011119	0.50	138.29	69.14
235474	MILLER	ERNEST	ESDORNE	20011203	0.50	101.20	50.60
235474	MILLER	ERNEST	ESDORNE	20011217	0.50	152.81	76.40
235474	MILLER	ERNEST	ESDORNE	20011231	0.50	78.89	39.44
235474	MILLER	ERNEST	ESDORNE	20020114	0.50	97.34	48.67
235474	MILLER	ERNEST	ESDORNE	20020128	0.50	120.61	60.30
235474	MILLER	ERNEST	ESDORNE	20020211	0.50	133.00	66.50
235474	MILLER	ERNEST	ESDORNE	20020225	0.50	139.83	69.91
235474	MILLER	ERNEST	ESDORNE	20020311	0.50	135.66	67.83
235474	MILLER	ERNEST	ESDORNE	20020325	0.50	131.99	65.99
235474	MILLER	ERNEST	ESDORNE	20020408	0.50	121.54	60.77
235474	MILLER	ERNEST	ESDORNE	20020422	0.50	132.70	66.35
235474	MILLER	ERNEST	ESDORNE	20020506	0.50	150.76	75.38
235474	MILLER	ERNEST	ESDORNE	20020520	0.50	134.74	67.37
235474	MILLER	ERNEST	ESDORNE	20020603	0.50	124.16	62.08
235474	MILLER	ERNEST	ESDORNE	20020617	0.50	137.96	68.98
235474	MILLER	ERNEST	ESDORNE	20020701	0.50	132.80	66.40
235474	MILLER	ERNEST	ESDORNE	20020715	0.50	125.56	62.78

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235474	MILLER	ERNEST	ESDORNE	20020729	0.50	124.94	62.47
235474	MILLER	ERNEST	ESDORNE	20020812	0.50	117.46	58.73
235474	MILLER	ERNEST	ESDORNE	20020826	0.50	146.90	73.45
235474	MILLER	ERNEST	ESDORNE	20020909	0.50	141.86	70.93
235474	MILLER	ERNEST	ESDORNE	20020923	0.50	204.44	102.22
235474	MILLER	ERNEST	ESDORNE	20021007	0.50	139.74	69.87
235474	MILLER	ERNEST	ESDORNE	20021021	0.50	127.80	63.90
235474	MILLER	ERNEST	ESDORNE	20021104	0.50	92.12	46.06
235474	MILLER	ERNEST	ESDORNE	20021118	0.50	87.03	43.51
235474	MILLER	ERNEST	ESDORNE	20021202	0.50	90.14	45.07
235474	MILLER	ERNEST	ESDORNE	20021216	0.50	109.67	54.83
235474	MILLER	ERNEST	ESDORNE	20021230	0.50	73.93	36.96
235474	MILLER	ERNEST	ESDORNE	20030113	0.50	70.56	35.28
235474	MILLER	ERNEST	ESDORNE	20030127	0.50	92.57	46.28
235474	MILLER	ERNEST	ESDORNE	20030210	0.50	94.19	47.09
235474	MILLER	ERNEST	ESDORNE	20030224	0.50	77.49	38.74
235474	MILLER	ERNEST	ESDORNE	20030310	0.50	91.17	45.58
235474	MILLER	ERNEST	ESDORNE	20030324	0.50	106.87	53.43
235474	MILLER	ERNEST	ESDORNE	20030407	0.50	90.40	45.20
235474	MILLER	ERNEST	ESDORNE	20030421	0.50	92.72	46.36
235474	MILLER	ERNEST	ESDORNE	20030505	0.50	66.98	33.49
235474	MILLER	ERNEST	ESDORNE	20030519	0.50	148.82	74.41
235474	MILLER	ERNEST	ESDORNE	20030602	0.50	123.81	61.90
235474	MILLER	ERNEST	ESDORNE	20030616	0.50	155.08	77.54
235474	MILLER	ERNEST	ESDORNE	20030630	0.50	86.97	43.48
268152	MILLER	JOHN	FRANKLIN	20011022	0.50	27.65	13.82
268152	MILLER	JOHN	FRANKLIN	20011105	0.50	15.63	7.81
256762	MILLER	MOSES	O.	19991108	0.35	12.00	4.20
256762	MILLER	MOSES	O.	19991122	0.35	56.20	19.67
256762	MILLER	MOSES	O.	19991122	0.55	7.00	3.85
256762	MILLER	MOSES	O.	19991206	0.35	46.28	16.19
256762	MILLER	MOSES	O.	19991220	2.50	2.00	5.00
256762	MILLER	MOSES	O.	19991220	0.35	58.40	20.44
256762	MILLER	MOSES	O.	19991220	0.55	10.78	5.92
256762	MILLER	MOSES	O.	20000103	0.35	25.57	8.94
256762	MILLER	MOSES	O.	20000103	0.55	2.72	1.49
256762	MILLER	MOSES	O.	20000117	0.35	55.43	19.40
256762	MILLER	MOSES	O.	20000117	0.55	1.40	0.77
256762	MILLER	MOSES	O.	20000117	0.50	3.75	1.87
256762	MILLER	MOSES	O.	20000131	0.35	48.70	17.04
256762	MILLER	MOSES	O.	20000131	0.15	55.43	8.31
256762	MILLER	MOSES	O.	20000214	0.50	67.97	33.98
256762	MILLER	MOSES	O.	20000228	0.50	65.53	32.76
256762	MILLER	MOSES	O.	20000228	1.05	14.50	15.22
256762	MILLER	MOSES	O.	20000313	0.35	52.00	18.20
256762	MILLER	MOSES	O.	20000327	0.50	75.00	37.50
256762	MILLER	MOSES	O.	20000327	0.55	4.17	2.29
256762	MILLER	MOSES	O.	20000327	0.80	7.50	6.00
256762	MILLER	MOSES	O.	20000410	0.35	55.88	19.55
256762	MILLER	MOSES	O.	20000410	0.80	7.50	6.00
256762	MILLER	MOSES	O.	20000424	0.50	55.85	27.92
256762	MILLER	MOSES	O.	20000508	0.35	30.26	10.59
256762	MILLER	MOSES	O.	20000522	0.50	61.30	30.65
256762	MILLER	MOSES	O.	20000522	0.25	5.15	1.28

A - 1255
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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

5720

AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

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

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

Anthony Murphy 10-11-05
(Grievant Signature) (Date)

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

5721

AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

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

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Anthony Murphy 10-11-05

(Grievant Signature) (Date)

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AMENDMENT TO GRIEVANCE OF ANTHONY MURPHY, #295893

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(Grievant Signature) (Date)

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

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

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PLAINTIFF'S EXHIBIT

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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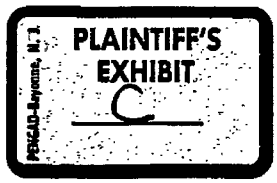

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
142282	MUNTAQIM	MATIN	ABDUL ALI	20020325	0.50	80.20	40.10
142282	MUNTAQIM	MATIN	ABDUL ALI	20020408	0.50	76.70	38.35
142282	MUNTAQIM	MATIN	ABDUL ALI	20020422	0.50	81.66	40.83
142282	MUNTAQIM	MATIN	ABDUL ALI	20020506	0.50	81.58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

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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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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

5730

AMENDMENT TO GRIEVANCE OF ANTHONY T. MURRAY, #237867

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

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

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

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

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AMENDMENT TO GRIEVANCE OF ANTHONY T. MURRAY, #237867

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

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

(Grievant Signature) (Date)

* Attached are Exh. A, 0790; C, 0081,0086; F, 1267; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

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PLAINTIFF'S EXHIBIT F

PENCAD-Bayonne, N. J.

AMENDMENT TO GRIEVANCE OF JAMES P. MURRAY, #165487

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

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

(Grievant Signature) (Date)

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

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

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PLAINTIFF'S EXHIBIT F

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

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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 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.

A:\SCDC FINAL CONTRACT.doc
August 17, 1998

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PLAINTIFF'S EXHIBIT C

A - 0081
June 2004

00021

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

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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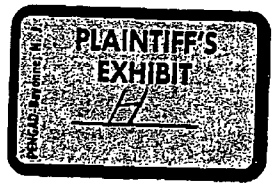

RESUME-3/03
Dr. Joseph J. Benich

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 RODNEY PRESSLEY, #177947

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 245.54 hours in 1999 at $9.68 per hour; 15.00 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.

Rodney Pressley 2-23-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0791; C, 0081,0086; F, 1294; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	PARKS, RICKY	269069	C A 32	1	10/16/00	9/7/01
MB 3	PARRIS, ROBERT	267328	A A 31	2	10/8/02	12/3/02
MI 2	PARTLOW, CEDRIC	271720	C B 50	2	9/27/01	11/18/02
MI 3	PASCHAZ, K	250058	C A 0	0		10/25/99
	PATTERSON, FRANK	283098	A A 25	1	7/29/02	8/1/02
	PATTERSON, MARK	261315	M X 0	2	1/4/00	7/7/00
	PAULEY, WILLIAM	264204	C 0	1	3/21/00	4/10/00
MI 3	PAULSEN, PETER	215178	S A 32	2	9/19/02	10/2/02
MI 3	PAYTON, JESSE	298449	W A 111	3		3/17/04
MI 3	PENDYGRAFF, RAYMOND	288567	A B 16	1	6/26/03	6/26/03
MI 3	PEREZ, JOSE	237727	C A 56	1	10/1/02	5/2/03
	PERRY, DERRICK	256662	C B 40	1	2/15/00	11/16/00
	PERRY, LEONARD	226361	C B 61	1	4/10/00	7/24/00
MI 3	PETERSON, TONY	179722	E A 27	1	1/30/03	1/31/03
	PHOENIX, MARIO	278599	E B 15	1	10/26/01	12/11/01
MI 3	PIEDRA, OLANDO	289186	C B 55	1	7/2/03	1/28/04
MI 3	PIKE, JOHNNY	290281	E B 32	1	6/26/03	6/30/03
	PINKNEY, REGGIE	259522	M X 0	2	2/8/00	8/24/00
	PINO, NORMAN	276950	S A 17	2	8/30/01	8/31/01
MI 2	PITCHERS, RAYMOND	187672	C B 26	1	7/2/00	5/19/03
MI 2	PITTS, TONY	280579	C B 33	1	3/27/02	6/24/04
	PLANTER, CHRISTOPHER	259956	C A 30	1	11/10/99	8/30/00
	PLATT, BRADFORD	252308	M X 0	0	1/6/00	12/10/01
	PLOUGH, STEVEN	253961	C A 4	1	5/22/00	4/10/01
MI 3	POE, JOHN	261554	C B 30	1	6/26/03	9/29/03
	POLLINS, HORACE	251481	C B 31	1	5/6/02	7/31/02
	POOLER, CHARLES	258432	C A 1	1	12/5/00	8/5/02
	PORCHER, RICHARD	266823	C X 0	1	12/5/00	12/29/99
	PORTERFIELD, BRIAN	257684	C A 29	1	8/11/99	12/29/99
	POSTON, JESSIE	254617	C 0	1	3/29/00	4/1/00
MI 3	POSTON, KEVIN	266083	S A 18	1	9/17/02	12/8/03
	PRESSIE, FREDERICK	269117	A B 37	1	10/16/00	1/8/01
	PRESSLEY, RODNEY	177947	C 0	1	11/4/99	1/4/00
	PRINGLE, ALJEROLD	235587	E A 23	1	7/27/01	9/14/01
MI 3	PRINGLE, GERMAINE	250390	C B 44	1	4/11/02	6/24/04
MI 3	PRIOLEAU, FRANCIS	268813	C B 55	1	4/2/01	6/24/04
	PRIOLEAU, MARION	234954	E A 28	1	12/5/00	1/16/01
	PRITCHARD, ALLEN	219121	A B 51	1	5/16/00	5/31/00
	PRITCHETT, THOMAS	260687	S B 60	1	10/29/01	1/22/02
	PROCHER, RICHARD	266823	C B 20	1	12/5/00	11/5/01
	PUGH, COREY	271993	A B 29	2	9/27/01	10/18/01
	QUEEN, JIMMY	235276	C A 46	1	2/8/00	10/25/00
MI 2	QUINONES, ROBERTO	285418	C A 15	1	11/10/03	12/3/03
MI 2	QUINONES, ROBERTO	285418	C A 24	1	8/7/02	5/2/03
	RAFSANJONI, KHALIL	189566	S B 16	1	6/24/02	7/12/02
	RAHEEM, AQUIL	231826	C B 1	0	6/2/00	5/26/00

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PERKAD-Bayonne, N. J.

PLAINTIFF'S EXHIBIT A

A - 0791
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:

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ARTICLE 1 General:

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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.

5744

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:

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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
266083	POSTON	KEVIN	DOUGLAS	20030210	0.50	77.14	38.57
266083	POSTON	KEVIN	DOUGLAS	20030224	0.50	43.14	21.57
266083	POSTON	KEVIN	DOUGLAS	20030310	0.50	78.74	39.37
266083	POSTON	KEVIN	DOUGLAS	20030324	0.50	95.85	47.92
266083	POSTON	KEVIN	DOUGLAS	20030407	0.50	67.50	33.75
266083	POSTON	KEVIN	DOUGLAS	20031229	0.50	17.50	8.75
266083	POSTON	KEVIN	DOUGLAS	20031229	0.50	21.79	10.89
269117	PRESSIE	FREDERICK	T.	20001023	0.50	16.73	8.36
269117	PRESSIE	FREDERICK	T.	20001106	0.50	44.06	22.03
269117	PRESSIE	FREDERICK	T.	20001120	0.50	14.99	7.49
269117	PRESSIE	FREDERICK	T.	20001204	0.50	25.39	12.69
269117	PRESSIE	FREDERICK	T.	20001218	0.50	27.69	13.84
177947	PRESSLEY	RODNEY	J.	19991122	0.35	67.50	23.62
177947	PRESSLEY	RODNEY	J.	19991122	0.55	7.50	4.12
177947	PRESSLEY	RODNEY	J.	19991122	0.35	15.00	5.25
177947	PRESSLEY	RODNEY	J.	19991206	0.35	48.80	17.08
177947	PRESSLEY	RODNEY	J.	19991220	2.50	2.00	5.00
177947	PRESSLEY	RODNEY	J.	19991220	0.35	67.37	23.57
177947	PRESSLEY	RODNEY	J.	20000103	0.50	37.37	18.68
177947	PRESSLEY	RODNEY	J.	20000117	0.50	15.00	7.50
235587	PRINGLE	AL	JEROLD	20010827	0.50	22.90	11.45
235587	PRINGLE	AL	JEROLD	20010910	0.50	45.24	22.62
235587	PRINGLE	AL	JEROLD	20010924	0.50	18.97	9.48
250390	PRINGLE	GERMAINE		20020422	0.50	30.10	15.05
250390	PRINGLE	GERMAINE		20020506	0.50	50.62	25.31
250390	PRINGLE	GERMAINE		20020520	0.50	47.25	23.62
250390	PRINGLE	GERMAINE		20020603	0.50	47.25	23.62
250390	PRINGLE	GERMAINE		20020617	0.50	67.13	33.56
250390	PRINGLE	GERMAINE		20020701	0.50	75.00	37.50
250390	PRINGLE	GERMAINE		20020715	0.50	54.27	27.13
250390	PRINGLE	GERMAINE		20020729	0.50	88.20	44.10
250390	PRINGLE	GERMAINE		20020812	0.50	95.23	47.61
250390	PRINGLE	GERMAINE		20020826	0.50	100.76	50.38
250390	PRINGLE	GERMAINE		20020909	0.50	80.25	40.12
250390	PRINGLE	GERMAINE		20020923	0.50	88.10	44.05
250390	PRINGLE	GERMAINE		20021007	0.50	114.99	57.49
250390	PRINGLE	GERMAINE		20021021	0.50	96.71	48.35
250390	PRINGLE	GERMAINE		20021104	0.50	77.78	38.89
250390	PRINGLE	GERMAINE		20021118	0.50	98.21	49.10
250390	PRINGLE	GERMAINE		20021202	0.50	94.21	47.10
250390	PRINGLE	GERMAINE		20021216	0.50	85.38	42.69
250390	PRINGLE	GERMAINE		20021230	0.50	39.87	19.93
250390	PRINGLE	GERMAINE		20030113	0.50	69.18	34.59
250390	PRINGLE	GERMAINE		20030127	0.50	61.88	30.94
250390	PRINGLE	GERMAINE		20030210	0.50	67.83	33.91
250390	PRINGLE	GERMAINE		20030224	0.50	67.51	33.75
250390	PRINGLE	GERMAINE		20030310	0.50	56.22	28.11
250390	PRINGLE	GERMAINE		20030324	0.50	69.45	34.72
250390	PRINGLE	GERMAINE		20030407	0.50	37.91	18.95
250390	PRINGLE	GERMAINE		20030714	0.50	127.28	63.64
250390	PRINGLE	GERMAINE		20030728	0.50	104.81	52.40
250390	PRINGLE	GERMAINE		20030811	0.50	76.59	38.29
250390	PRINGLE	GERMAINE		20030825	0.50	116.20	58.10
250390	PRINGLE	GERMAINE		20030908	0.50	75.28	37.64

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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

PENCAD-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

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AMENDMENT TO GRIEVANCE OF LARON RICHARDSON, #258786

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; 586.10 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, 0792; C, 0081,0086; F, 1306-1307; H, 1-3.

* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	MX 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	MX 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	MX 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	MX 0	2	12/15/00	12/20/01
MO 1E	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	MX 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

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PLAINTIFF'S EXHIBIT A

A - 0792
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

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
232574	RICHARDSON	ISAAC		20020617	0.50	68.13	34.06
232574	RICHARDSON	ISAAC		20020701	0.50	65.75	32.87
232574	RICHARDSON	ISAAC		20020715	0.50	57.08	28.54
232574	RICHARDSON	ISAAC		20020729	0.50	68.56	34.28
232574	RICHARDSON	ISAAC		20020812	0.50	75.52	37.76
232574	RICHARDSON	ISAAC		20020826	0.50	76.20	38.10
232574	RICHARDSON	ISAAC		20020909	0.50	66.14	33.07
232574	RICHARDSON	ISAAC		20020923	0.50	96.83	48.41
232574	RICHARDSON	ISAAC		20021007	0.50	83.16	41.58
232574	RICHARDSON	ISAAC		20021021	0.50	35.06	17.53
232574	RICHARDSON	ISAAC		20021104	0.50	98.25	49.12
232574	RICHARDSON	ISAAC		20021118	0.50	122.54	61.27
232574	RICHARDSON	ISAAC		20021202	0.50	87.24	43.62
232574	RICHARDSON	ISAAC		20021216	0.50	100.50	50.25
232574	RICHARDSON	ISAAC		20021230	0.50	53.36	26.68
232574	RICHARDSON	ISAAC		20030113	0.50	43.98	21.99
232574	RICHARDSON	ISAAC		20030127	0.50	77.13	38.56
232574	RICHARDSON	ISAAC		20030210	0.50	94.13	47.06
232574	RICHARDSON	ISAAC		20030224	0.50	106.44	53.22
232574	RICHARDSON	ISAAC		20030310	0.50	82.40	41.20
232574	RICHARDSON	ISAAC		20030324	0.50	44.05	22.02
232574	RICHARDSON	ISAAC		20030407	0.50	97.28	48.64
232574	RICHARDSON	ISAAC		20030421	0.50	83.45	41.72
232574	RICHARDSON	ISAAC		20030505	0.50	47.29	23.64
232574	RICHARDSON	ISAAC		20030519	0.50	99.21	49.60
232574	RICHARDSON	ISAAC		20030602	0.50	89.93	44.96
232574	RICHARDSON	ISAAC		20030616	0.50	126.25	63.12
232574	RICHARDSON	ISAAC		20030630	0.50	116.03	58.01
232574	RICHARDSON	ISAAC		20030714	0.50	128.85	64.42
232574	RICHARDSON	ISAAC		20030728	0.50	118.44	59.22
232574	RICHARDSON	ISAAC		20030811	0.50	92.28	46.14
232574	RICHARDSON	ISAAC		20030825	0.50	123.39	61.69
232574	RICHARDSON	ISAAC		20030908	0.50	79.70	39.85
232574	RICHARDSON	ISAAC		20030922	0.50	93.38	46.69
232574	RICHARDSON	ISAAC		20031006	0.50	99.45	49.72
232574	RICHARDSON	ISAAC		20031020	0.50	110.11	55.05
232574	RICHARDSON	ISAAC		20031103	0.50	109.94	54.97
232574	RICHARDSON	ISAAC		20031117	0.50	111.96	55.98
232574	RICHARDSON	ISAAC		20031201	0.50	90.58	45.29
232574	RICHARDSON	ISAAC		20031215	0.50	108.46	54.23
232574	RICHARDSON	ISAAC		20031229	0.50	99.25	49.62
232574	RICHARDSON	ISAAC		20040112	0.50	70.72	35.36
232574	RICHARDSON	ISAAC		20040126	0.50	125.88	62.94
232574	RICHARDSON	ISAAC		20040209	0.50	134.90	67.45
232574	RICHARDSON	ISAAC		20040223	0.50	154.28	77.14
232574	RICHARDSON	ISAAC		20040308	0.50	144.43	72.21
232574	RICHARDSON	ISAAC		20040322	0.50	158.52	79.26
232574	RICHARDSON	ISAAC		20040405	0.50	144.75	72.37
232574	RICHARDSON	ISAAC		20040419	0.50	122.78	61.39
232574	RICHARDSON	ISAAC		20040503	0.50	116.54	58.27
232574	RICHARDSON	ISAAC		20040517	0.50	126.44	63.22
232574	RICHARDSON	ISAAC		20040531	0.50	101.14	50.57
258786	RICHARDSON	LARON	R.	20000117	0.35	35.62	12.46
258786	RICHARDSON	LARON	R.	20000228	0.50	26.52	13.26

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
258786	RICHARDSON	LARON	R.	20000228	1.05	7.50	7.87
258786	RICHARDSON	LARON	R.	20000313	0.50	70.95	35.47
258786	RICHARDSON	LARON	R.	20000313	0.55	6.50	3.57
258786	RICHARDSON	LARON	R.	20000327	0.35	61.63	21.57
258786	RICHARDSON	LARON	R.	20000410	0.35	58.95	20.63
258786	RICHARDSON	LARON	R.	20000424	0.35	60.45	21.15
258786	RICHARDSON	LARON	R.	20000508	0.50	68.67	34.33
258786	RICHARDSON	LARON	R.	20000703	0.35	54.78	19.17
258786	RICHARDSON	LARON	R.	20000717	0.50	29.56	14.78
258786	RICHARDSON	LARON	R.	20000731	0.50	44.95	22.47
258786	RICHARDSON	LARON	R.	20000814	0.50	39.64	19.82
258786	RICHARDSON	LARON	R.	20000828	0.50	20.38	10.19
233472	RICHEY	DENNIS	ROBERT	20000214	0.35	60.00	21.00
233472	RICHEY	DENNIS	ROBERT	20000228	0.35	66.52	23.28
233472	RICHEY	DENNIS	ROBERT	20000313	0.35	67.50	23.62
233472	RICHEY	DENNIS	ROBERT	20000327	0.35	72.72	25.45
233472	RICHEY	DENNIS	ROBERT	20000410	0.50	75.00	37.50
233472	RICHEY	DENNIS	ROBERT	20000424	0.50	75.83	37.91
233472	RICHEY	DENNIS	ROBERT	20000508	0.50	75.00	37.50
233472	RICHEY	DENNIS	ROBERT	20000508	0.80	5.38	4.30
233472	RICHEY	DENNIS	ROBERT	20000522	0.50	67.50	33.75
233472	RICHEY	DENNIS	ROBERT	20000522	0.80	7.50	6.00
233472	RICHEY	DENNIS	ROBERT	20000605	0.50	67.50	33.75
233472	RICHEY	DENNIS	ROBERT	20000703	0.50	60.00	30.00
233472	RICHEY	DENNIS	ROBERT	20000703	0.55	4.83	2.65
233472	RICHEY	DENNIS	ROBERT	20000703	0.35	7.50	2.62
233472	RICHEY	DENNIS	ROBERT	20000717	0.50	67.25	33.62
233472	RICHEY	DENNIS	ROBERT	20000731	0.50	74.97	37.48
233472	RICHEY	DENNIS	ROBERT	20000814	0.50	66.23	33.11
233472	RICHEY	DENNIS	ROBERT	20000828	0.50	74.32	37.16
233472	RICHEY	DENNIS	ROBERT	20000911	0.50	65.05	32.52
233472	RICHEY	DENNIS	ROBERT	20000925	0.50	96.90	48.45
233472	RICHEY	DENNIS	ROBERT	20001009	0.50	96.43	48.21
233472	RICHEY	DENNIS	ROBERT	20001023	0.50	97.34	48.67
233472	RICHEY	DENNIS	ROBERT	20001106	0.50	88.14	44.07
233472	RICHEY	DENNIS	ROBERT	20001120	0.50	89.44	44.72
233472	RICHEY	DENNIS	ROBERT	20001204	0.50	71.05	35.52
233472	RICHEY	DENNIS	ROBERT	20001218	0.50	102.02	51.01
233472	RICHEY	DENNIS	ROBERT	20010101	0.50	39.78	19.89
233472	RICHEY	DENNIS	ROBERT	20010115	0.50	70.16	35.08
233472	RICHEY	DENNIS	ROBERT	20010129	0.50	55.38	27.69
233472	RICHEY	DENNIS	ROBERT	20010212	0.50	92.83	46.41
233472	RICHEY	DENNIS	ROBERT	20010226	0.50	92.85	46.42
233472	RICHEY	DENNIS	ROBERT	20010312	0.50	112.25	56.12
233472	RICHEY	DENNIS	ROBERT	20010326	0.50	111.15	55.57
233472	RICHEY	DENNIS	ROBERT	20010409	0.50	66.72	33.36
233472	RICHEY	DENNIS	ROBERT	20010423	0.50	112.50	56.25
233472	RICHEY	DENNIS	ROBERT	20010507	0.50	109.46	54.73
233472	RICHEY	DENNIS	ROBERT	20010521	0.50	97.28	48.64
233472	RICHEY	DENNIS	ROBERT	20010604	0.50	92.59	46.29
233472	RICHEY	DENNIS	ROBERT	20010618	0.50	111.15	55.57
233472	RICHEY	DENNIS	ROBERT	20010702	0.50	96.05	48.02
233472	RICHEY	DENNIS	ROBERT	20010716	0.50	89.36	44.68
233472	RICHEY	DENNIS	ROBERT	20010730	0.50	111.71	55.85

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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

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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 DONALD ROBINSON, #277520

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; hours in 2000 at $10.66 per hour; hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 3473.58 plus hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

D. Robinson 2-15-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0792; C, 0081,0086; F, 1315-1316; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 2	RANDALL, FRED	280735	C A 25	1	1/30/02	11/12/02
	RANDALL, KEZAR	177479	C 0	1	1/4/00	1/20/00
	RANDOLPH, DEMETRIUS	197113	S B 37	1	9/27/01	1/9/02
	RANDOLPH, DEXTER	255223	C B 11	1	12/1/00	3/21/01
MI 3	RANDOLPH, LINART	279485	A B 56	1	6/26/03	7/1/03
	READY, BRYAN	222265	C B 34	2	8/22/01	2/21/02
MI 3	REAVES, J.	219186	C 0	0		12/20/99
MI 2	REED, LARRY	263184	C A 49	1	4/2/02	5/2/03
MI 3	RETUMA, LEOVILDO	286632	E B 11	1	7/14/03	7/30/03
MI 3	REYNOLDS, AUNDRAY	198792	C B 24	2	10/1/02	12/3/02
MI 3	RICHARDS, LARKLAND	281768	C A 25	1	4/19/02	6/26/03
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	3/25/04
MI 2	RICHARDSON, ANTONIO	266174	C A 42	1	7/10/01	5/2/03
	RICHARDSON, DERRICK	251510	MX 0	2	2/8/00	6/15/00
MI 3	RICHARDSON, GENE	93614	C A 46	1	9/9/99	6/24/04
MI 3	RICHARDSON, ISAAC	232574	C B 2	1	4/8/02	6/24/04
	RICHARDSON, LARON	258786	C A 21	1	6/5/00	8/16/00
MI 3	RICHEY, DENNIS	233472	C B 59	1	2/7/00	6/26/03
	RIDDLE, WILLIAM	248474	C A 38	1	8/5/99	5/31/00
MI 3	RIDDLEY, FREDRICO	271858	C A 32	1	9/18/02	9/23/02
	RILEY, DANIEL	251578	C B 49	1	7/14/00	9/29/00
	RILEY, RONALD	137150	MX 0	2	1/6/00	11/29/01
MI 2	RISH, CHARLES	262087	S A 34	3	9/24/03	11/12/03
MI 2	RISH, CHARLES	262087	C B 39	1	6/6/00	5/2/03
MI 3	RIVERA, IGNACIO	300424	C B 25	1	4/22/04	6/24/04
MI3	RIVERS, HENRY	219118	A A 25	2	8/20/02	8/23/02
	RIVERS, TYRONE	186718	E A 17	2	8/30/01	9/10/01
MI 3	ROBERSON, HAROLD	117001	C B 11	1	11/9/99	6/19/02
	ROBERTS, THOMAS	269101	C A 54	1	10/16/00	7/6/01
	ROBERTS, WILLIAM	124975	C B 0	1	8/13/99	2/11/00
	ROBERTSON, NATHAN	266465	MX 0	2	6/26/00	7/7/00
	ROBINSON, ABRAHAM	260289	MX 0	2	12/15/00	12/20/01
MO 1E	ROBINSON, DARYL	278404	C A 19	1	10/17/01	9/20/02
	ROBINSON, DEXTER	257761	MX 0	2	4/26/00	3/1/01
MI 3	ROBINSON, DONALD	277520	A B 24	2	9/27/01	1/13/03
MI 3	ROBINSON, DONALD	277520	C B 43	1	3/15/04	6/24/04
MI 3	ROBINSON, DONALD	277520	A B 24	1	6/26/03	7/17/03
MI 2	ROBINSON, FREDRICK	233279	C B 22	1	9/25/01	6/20/02
	ROBINSON, GEORGE	263945	E B 13	1	4/5/02	4/20/02
MI 2	ROBINSON, GERALD	219800	C B 54	2	8/10/99	4/8/02
	ROBINSON, GREGORY	264282	C B 38	2	3/30/01	9/13/01
	ROBINSON, HENRY	245323	C 0	1	3/15/00	3/29/00
	ROBINSON, JEFFERY	249454	C B 55	2	11/10/99	7/31/00
MI 3	ROCHESTER, DARRELL	146731	C A 25	1	6/26/03	6/24/04
	RODRIQUEZ, ENRIQUE	271094	C A 31	1	3/30/01	2/22/02
MI 3	ROEBUCK, M.	235910	C A 0	0		1/3/00

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PLAINTIFF'S EXHIBIT A

PENGAD-Bayonne, N.J.

A - 0792
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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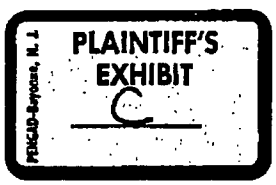

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
278404	ROBINSON	DARYL	TERRY	20020909	0.50	97.65	48.82
278404	ROBINSON	DARYL	TERRY	20020923	0.50	82.38	41.19
257761	ROBINSON	DEXTER	LAMONT	20000131	0.35	2.50	0.87
257761	ROBINSON	DEXTER	LAMONT	20000605	0.35	67.50	23.62
257761	ROBINSON	DEXTER	LAMONT	20000605	0.35	18.00	6.30
257761	ROBINSON	DEXTER	LAMONT	20000619	0.35	75.00	26.25
257761	ROBINSON	DEXTER	LAMONT	20000619	0.70	12.00	8.40
257761	ROBINSON	DEXTER	LAMONT	20000619	0.80	9.10	7.28
257761	ROBINSON	DEXTER	LAMONT	20000703	0.50	60.00	30.00
257761	ROBINSON	DEXTER	LAMONT	20000703	0.55	25.57	14.06
257761	ROBINSON	DEXTER	LAMONT	20000703	0.35	28.00	9.80
257761	ROBINSON	DEXTER	LAMONT	20000703	0.25	14.57	3.64
257761	ROBINSON	DEXTER	LAMONT	20000717	0.50	93.50	46.75
257761	ROBINSON	DEXTER	LAMONT	20000731	0.50	102.40	51.20
257761	ROBINSON	DEXTER	LAMONT	20000814	0.50	80.10	40.05
257761	ROBINSON	DEXTER	LAMONT	20000828	0.50	89.00	44.50
257761	ROBINSON	DEXTER	LAMONT	20000911	0.50	61.25	30.62
257761	ROBINSON	DEXTER	LAMONT	20000925	0.50	89.00	44.50
257761	ROBINSON	DEXTER	LAMONT	20001009	0.50	81.50	40.75
257761	ROBINSON	DEXTER	LAMONT	20001023	0.50	102.40	51.20
257761	ROBINSON	DEXTER	LAMONT	20001023	0.35	7.50	2.62
257761	ROBINSON	DEXTER	LAMONT	20001106	0.50	80.10	40.05
257761	ROBINSON	DEXTER	LAMONT	20001120	0.50	100.35	50.17
257761	ROBINSON	DEXTER	LAMONT	20001204	0.50	89.20	44.60
257761	ROBINSON	DEXTER	LAMONT	20001218	0.50	121.50	60.75
257761	ROBINSON	DEXTER	LAMONT	20010101	0.50	55.75	27.87
257761	ROBINSON	DEXTER	LAMONT	20010115	0.50	77.15	38.57
257761	ROBINSON	DEXTER	LAMONT	20010129	0.50	100.35	50.17
257761	ROBINSON	DEXTER	LAMONT	20010212	0.50	111.50	55.75
257761	ROBINSON	DEXTER	LAMONT	20010226	0.50	100.35	50.17
257761	ROBINSON	DEXTER	LAMONT	20010312	0.50	33.45	16.72
277520	ROBINSON	DONALD	W.	20011203	0.50	60.00	30.00
277520	ROBINSON	DONALD	W.	20011217	0.50	97.32	48.66
277520	ROBINSON	DONALD	W.	20020114	0.50	63.00	31.50
277520	ROBINSON	DONALD	W.	20020128	0.50	83.75	41.87
277520	ROBINSON	DONALD	W.	20020211	0.50	89.96	44.98
277520	ROBINSON	DONALD	W.	20020225	0.50	93.00	46.50
277520	ROBINSON	DONALD	W.	20020311	0.50	90.00	45.00
277520	ROBINSON	DONALD	W.	20020325	0.50	90.00	45.00
277520	ROBINSON	DONALD	W.	20020408	0.50	81.00	40.50
277520	ROBINSON	DONALD	W.	20020422	0.50	112.50	56.25
277520	ROBINSON	DONALD	W.	20020506	0.50	126.64	63.32
277520	ROBINSON	DONALD	W.	20020520	0.50	108.53	54.26
277520	ROBINSON	DONALD	W.	20020603	0.50	137.82	68.91
277520	ROBINSON	DONALD	W.	20020617	0.50	112.50	56.25
277520	ROBINSON	DONALD	W.	20020701	0.50	112.50	56.25
277520	ROBINSON	DONALD	W.	20020715	0.50	109.05	54.52
277520	ROBINSON	DONALD	W.	20020729	0.50	112.28	56.14
277520	ROBINSON	DONALD	W.	20020812	0.50	115.20	57.60
277520	ROBINSON	DONALD	W.	20020826	0.50	117.86	58.93
277520	ROBINSON	DONALD	W.	20020909	0.50	102.87	51.43
277520	ROBINSON	DONALD	W.	20020923	0.50	162.95	81.47
277520	ROBINSON	DONALD	W.	20021007	0.50	128.17	64.08
277520	ROBINSON	DONALD	W.	20021021	0.50	205.49	102.74

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PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
277520	ROBINSON	DONALD	W.	20021104	0.50	127.50	63.75
277520	ROBINSON	DONALD	W.	20021118	0.50	127.19	63.59
277520	ROBINSON	DONALD	W.	20021202	0.50	118.12	59.06
277520	ROBINSON	DONALD	W.	20021216	0.50	121.56	60.78
277520	ROBINSON	DONALD	W.	20021230	0.50	63.75	31.87
277520	ROBINSON	DONALD	W.	20030113	0.50	85.99	42.99
277520	ROBINSON	DONALD	W.	20030127	0.50	11.50	5.75
277520	ROBINSON	DONALD	W.	20030714	0.50	61.17	30.58
277520	ROBINSON	DONALD	W.	20030728	0.50	22.19	11.09
277520	ROBINSON	DONALD	W.	20040419	0.50	30.68	15.34
277520	ROBINSON	DONALD	W.	20040503	0.50	51.52	25.76
277520	ROBINSON	DONALD	W.	20040517	0.50	79.50	39.75
277520	ROBINSON	DONALD	W.	20040531	0.50	60.52	30.26
233279	ROBINSON	FREDERICK	LAFAYETTE	20011022	0.50	66.61	33.30
233279	ROBINSON	FREDERICK	LAFAYETTE	20011105	0.50	50.56	25.28
233279	ROBINSON	FREDERICK	LAFAYETTE	20011119	0.50	55.64	27.82
233279	ROBINSON	FREDERICK	LAFAYETTE	20011203	0.50	51.52	25.76
233279	ROBINSON	FREDERICK	LAFAYETTE	20011217	0.50	55.86	27.93
233279	ROBINSON	FREDERICK	LAFAYETTE	20011231	0.50	34.42	17.21
233279	ROBINSON	FREDERICK	LAFAYETTE	20020114	0.50	58.90	29.45
233279	ROBINSON	FREDERICK	LAFAYETTE	20020128	0.50	86.47	43.23
233279	ROBINSON	FREDERICK	LAFAYETTE	20020211	0.50	102.54	51.27
233279	ROBINSON	FREDERICK	LAFAYETTE	20020225	0.50	96.64	48.32
233279	ROBINSON	FREDERICK	LAFAYETTE	20020311	0.50	87.95	43.97
233279	ROBINSON	FREDERICK	LAFAYETTE	20020325	0.50	97.62	48.81
233279	ROBINSON	FREDERICK	LAFAYETTE	20020408	0.50	87.33	43.66
233279	ROBINSON	FREDERICK	LAFAYETTE	20020422	0.50	118.12	59.06
233279	ROBINSON	FREDERICK	LAFAYETTE	20020506	0.50	140.31	70.15
233279	ROBINSON	FREDERICK	LAFAYETTE	20020520	0.50	107.02	53.51
233279	ROBINSON	FREDERICK	LAFAYETTE	20020603	0.50	107.53	53.76
233279	ROBINSON	FREDERICK	LAFAYETTE	20020617	0.50	110.36	55.18
233279	ROBINSON	FREDERICK	LAFAYETTE	20020701	0.50	46.80	23.40
263945	ROBINSON	GEORGE	ALVIN	20010924	0.50	47.25	23.62
263945	ROBINSON	GEORGE	ALVIN	20011008	0.50	64.50	32.25
263945	ROBINSON	GEORGE	ALVIN	20011022	0.50	75.00	37.50
263945	ROBINSON	GEORGE	ALVIN	20011105	0.50	27.00	13.50
263945	ROBINSON	GEORGE	ALVIN	20020506	0.50	5.25	2.62
263945	ROBINSON	GEORGE	ALVIN	20020506	0.50	34.77	17.38
219800	ROBINSON	GERALD		19990816	0.50	40.00	20.00
219800	ROBINSON	GERALD		19990816	0.70	6.50	4.55
219800	ROBINSON	GERALD		19990830	0.50	79.00	39.50
219800	ROBINSON	GERALD		19990830	0.70	4.50	3.15
219800	ROBINSON	GERALD		19990913	0.50	72.00	36.00
219800	ROBINSON	GERALD		19990913	0.70	21.50	15.05
219800	ROBINSON	GERALD		19990927	0.50	55.00	27.50
219800	ROBINSON	GERALD		19990927	0.70	22.00	15.40
219800	ROBINSON	GERALD		19991011	0.50	75.00	37.50
219800	ROBINSON	GERALD		19991011	0.55	12.00	6.60
219800	ROBINSON	GERALD		19991025	0.50	71.50	35.75
219800	ROBINSON	GERALD		19991108	0.50	75.00	37.50
219800	ROBINSON	GERALD		19991108	0.55	7.50	4.12
219800	ROBINSON	GERALD		19991122	0.50	67.92	33.96
219800	ROBINSON	GERALD		19991206	0.50	56.20	28.10
219800	ROBINSON	GERALD		19991220	2.50	2.00	5.00

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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 RALPH SELLARS, #164295

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; 855.12 hours in 2000 at $10.66 per hour; 1333.46 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5738.90 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0793; C, 0081,0086; F, 1336-1337; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	ROGERS, CALVIN J.	262050	C B 31	1	9/25/02	4/9/03
MI 2	ROGERS, ERIC	255010	C A 42	2	11/29/01	8/27/02
MI 3	ROLDAN, FERNANDO	289490	C B 60	1	6/30/03	4/13/04
	ROPER, RASHONE	276964	S A 16	2	8/30/01	1/1/02
	ROSEMOND, JAMES	238635	C 0	1	8/11/99	4/8/00
	ROSS, CHARLIE	243958	C B 21	1	8/11/99	12/1/99
	ROSS, SAMUEL	268981	C B 52	1	10/16/00	6/27/01
	ROSSON, GERRY	258455	C A 46	1	5/31/00	11/16/00
MI 2	ROUSE, KENNETH	257559	C B 4	1	8/6/99	10/18/02
	ROWE, SHAWN	268721	S A 32	1	9/25/00	10/27/00
MI 2	RUONALA, RAYMOND	258133	S B 61	1	5/29/02	10/3/02
MI 2	SALANO, MARTIN	272142	C B 36	1	10/9/02	11/10/03
	SALISBURY, GEORGE	263724	A A 25	1	5/20/02	6/4/02
	SAMPLE, PHILLIP	262088	C B 5	1	5/30/00	9/25/00
	SAMPSON, BRAIN	255793	E B 37	1	6/27/00	7/10/00
MI 2	SAMPSON, JOSEPH	261610	C A 27	2	3/28/02	9/4/02
MI 3	SANDERS, I	257239	C A 0	0		12/6/99
MI 1B	SANDERS, SANDRA	249871	C B 7	1	2/15/00	2/6/04
	SANDERS, TERRY	219895	C B 20	1	5/1/00	8/21/00
	SANDERS, THOMAS	213149	A A 38	1	8/11/99	2/22/00
	[redacted]					
	SATTLER, JAMES	235043	C A 56	1	2/8/02	6/18/02
MI 3	SCHMITZ, JOSEPH	173987	C A 13	1	7/6/99	10/1/02
MI 3	SCHMITZ, JOSEPH	173987	C A 13	1	7/15/99	2/25/04
	SCHOFEILD, RICHARD	280804	E A 29	3	2/5/02	2/6/02
	SCOTT, ARTHUR	251957	C A 28	1	7/31/01	12/10/01
	SCOTT, CHRISTOPHER	276533	S A 15	1	7/30/01	8/22/01
MI 3	SCOTT, D	286443	C A 0	0		3/24/03
	SCOTT, GENE	192924	C 0	1	1/6/00	3/15/00
MI 3	SCOTT, ISAIAH	228008	C A 23	1	3/21/03	6/26/03
	SCOTT, JAMES	231412	S B 38	1	9/25/01	3/5/02
MI3	SCOTT, JEROME	153381	C A 51	2	7/10/01	8/22/02
MI 3	SCOTT, ROOSEVELT	275631	C A 53	3		4/8/04
	SCRIVEN, BRIAN	248731	A B 30	1	1/17/02	1/25/02
	SCRIVEN, EUGENE	216991	E B 8	1	9/25/01	4/5/02
	SCRIVEN, TERRY	238318	S A 33	1	1/14/02	4/22/02
MI 3	SEBASTIAN, JOHN	281904	C A 27	1	2/25/04	6/24/04
MI 3	SELLARS, RALPH	164295	C A 10	1	6/29/00	6/26/03
	SESSIONS, MICHAEL	232076	S A 58	2	5/30/00	9/25/00
	SHANNON, MICHEAL	267667	A A 14	1	4/30/02	5/20/02
MI 2	SHARPE, HAROLD	251233	C A 37	2	3/23/02	12/16/02
	SHARPER, HENRY	219950	A B 44	1	4/25/02	5/13/02
	SHAW, TOMMY	256140	M X 0	0	12/12/00	12/10/01
	SHEPHERD, JACOBI	257342	E A 24	1	1/14/02	2/19/02
MI 3	SHINE, GEORGE	292391	C A 4	1	3/1/04	6/24/04
	SHIRLEY, JAMES	274894	C B 28	2	6/12/01	1/9/02

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PLAINTIFF'S EXHIBIT A

A - 0793
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
216991	SCRIVEN, JR.	EUGENE		20020114	0.50	52.18	26.09
216991	SCRIVEN, JR.	EUGENE		20020128	0.50	74.12	37.06
216991	SCRIVEN, JR.	EUGENE		20020211	0.50	93.19	46.59
216991	SCRIVEN, JR.	EUGENE		20020225	0.50	96.52	48.26
216991	SCRIVEN, JR.	EUGENE		20020311	0.50	88.36	44.18
216991	SCRIVEN, JR.	EUGENE		20020325	0.50	94.57	47.28
216991	SCRIVEN, JR.	EUGENE		20020408	0.50	74.02	37.01
281904	SEBASTIAN	JOHN	F.	20040223	0.50	17.50	8.75
281904	SEBASTIAN	JOHN	F.	20040308	0.50	31.26	15.63
281904	SEBASTIAN	JOHN	F.	20040322	0.50	43.91	21.95
281904	SEBASTIAN	JOHN	F.	20040405	0.50	44.61	22.30
281904	SEBASTIAN	JOHN	F.	20040419	0.50	39.74	19.87
281904	SEBASTIAN	JOHN	F.	20040503	0.50	54.97	27.48
281904	SEBASTIAN	JOHN	F.	20040517	0.50	60.87	30.43
281904	SEBASTIAN	JOHN	F.	20040531	0.50	42.23	21.11
164295	SELLERS	RALPH	BRUCE	20000731	0.50	74.25	37.12
164295	SELLERS	RALPH	BRUCE	20000814	0.50	46.27	23.13
164295	SELLERS	RALPH	BRUCE	20000828	0.50	77.50	38.75
164295	SELLERS	RALPH	BRUCE	20000911	0.50	65.17	32.58
164295	SELLERS	RALPH	BRUCE	20000925	0.50	74.81	37.40
164295	SELLERS	RALPH	BRUCE	20001009	0.50	82.78	41.39
164295	SELLERS	RALPH	BRUCE	20001023	0.50	78.13	39.06
164295	SELLERS	RALPH	BRUCE	20001106	0.50	104.74	52.37
164295	SELLERS	RALPH	BRUCE	20001120	0.50	74.95	37.47
164295	SELLERS	RALPH	BRUCE	20001204	0.50	56.42	28.21
164295	SELLERS	RALPH	BRUCE	20001204	0.25	6.77	1.69
164295	SELLERS	RALPH	BRUCE	20001218	0.50	82.80	41.40
164295	SELLERS	RALPH	BRUCE	20010101	0.50	30.53	15.26
164295	SELLERS	RALPH	BRUCE	20010115	0.50	80.13	40.06
164295	SELLERS	RALPH	BRUCE	20010129	0.50	107.33	53.66
164295	SELLERS	RALPH	BRUCE	20010212	0.50	92.40	46.20
164295	SELLERS	RALPH	BRUCE	20010226	0.50	82.70	41.35
164295	SELLERS	RALPH	BRUCE	20010312	0.50	118.50	59.25
164295	SELLERS	RALPH	BRUCE	20010326	0.50	110.51	55.25
164295	SELLERS	RALPH	BRUCE	20010409	0.50	139.92	69.96
164295	SELLERS	RALPH	BRUCE	20010423	0.50	90.65	45.32
164295	SELLERS	RALPH	BRUCE	20010507	0.50	108.26	54.13
164295	SELLERS	RALPH	BRUCE	20010521	0.50	150.81	75.40
164295	SELLERS	RALPH	BRUCE	20010604	0.50	75.88	37.94
164295	SELLERS	RALPH	BRUCE	20010618	0.50	90.31	45.15
164295	SELLERS	RALPH	BRUCE	20010702	0.50	86.06	43.03
164295	SELLERS	RALPH	BRUCE	20010716	0.50	100.69	50.34
164295	SELLERS	RALPH	BRUCE	20010730	0.50	105.78	52.89
164295	SELLERS	RALPH	BRUCE	20010813	0.50	111.48	55.74
164295	SELLERS	RALPH	BRUCE	20010827	0.50	105.78	52.89
164295	SELLERS	RALPH	BRUCE	20010910	0.50	124.43	62.21
164295	SELLERS	RALPH	BRUCE	20010924	0.50	109.26	54.63
164295	SELLERS	RALPH	BRUCE	20011008	0.50	157.03	78.51
164295	SELLERS	RALPH	BRUCE	20011022	0.50	138.00	69.00
164295	SELLERS	RALPH	BRUCE	20011105	0.50	82.75	41.37
164295	SELLERS	RALPH	BRUCE	20011119	0.50	130.38	65.19
164295	SELLERS	RALPH	BRUCE	20011203	0.50	79.47	39.73
164295	SELLERS	RALPH	BRUCE	20011217	0.50	139.30	69.65
164295	SELLERS	RALPH	BRUCE	20011231	0.50	51.14	25.57

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PENGAD-Bayonne, N.J.

PLAINTIFF'S EXHIBIT F

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
164295	SELLERS	RALPH	BRUCE	20020114	0.50	97.39	48.69
164295	SELLERS	RALPH	BRUCE	20020128	0.50	128.48	64.24
164295	SELLERS	RALPH	BRUCE	20020211	0.50	139.59	69.79
164295	SELLERS	RALPH	BRUCE	20020225	0.50	142.84	71.42
164295	SELLERS	RALPH	BRUCE	20020311	0.50	141.40	70.70
164295	SELLERS	RALPH	BRUCE	20020325	0.50	138.55	69.27
164295	SELLERS	RALPH	BRUCE	20020408	0.50	118.12	59.06
164295	SELLERS	RALPH	BRUCE	20020422	0.50	134.86	67.43
164295	SELLERS	RALPH	BRUCE	20020506	0.50	115.52	57.76
164295	SELLERS	RALPH	BRUCE	20020520	0.50	122.23	61.11
164295	SELLERS	RALPH	BRUCE	20020603	0.50	66.74	33.37
164295	SELLERS	RALPH	BRUCE	20020617	0.50	128.21	64.10
164295	SELLERS	RALPH	BRUCE	20020701	0.50	142.50	71.25
164295	SELLERS	RALPH	BRUCE	20020715	0.50	115.07	57.53
164295	SELLERS	RALPH	BRUCE	20020729	0.50	147.76	73.88
164295	SELLERS	RALPH	BRUCE	20020812	0.50	140.34	70.17
164295	SELLERS	RALPH	BRUCE	20020826	0.50	142.16	71.08
164295	SELLERS	RALPH	BRUCE	20020909	0.50	118.10	59.05
164295	SELLERS	RALPH	BRUCE	20020923	0.50	128.90	64.45
164295	SELLERS	RALPH	BRUCE	20021007	0.50	142.10	71.05
164295	SELLERS	RALPH	BRUCE	20021021	0.50	166.16	83.08
164295	SELLERS	RALPH	BRUCE	20021104	0.50	122.64	61.32
164295	SELLERS	RALPH	BRUCE	20021118	0.50	122.89	61.44
164295	SELLERS	RALPH	BRUCE	20021202	0.50	99.94	49.97
164295	SELLERS	RALPH	BRUCE	20021216	0.50	99.14	49.57
164295	SELLERS	RALPH	BRUCE	20021230	0.50	31.32	15.66
164295	SELLERS	RALPH	BRUCE	20030113	0.50	73.49	36.74
164295	SELLERS	RALPH	BRUCE	20030127	0.50	90.90	45.45
164295	SELLERS	RALPH	BRUCE	20030210	0.50	93.87	46.93
164295	SELLERS	RALPH	BRUCE	20030224	0.50	76.81	38.40
164295	SELLERS	RALPH	BRUCE	20030310	0.50	72.13	36.06
164295	SELLERS	RALPH	BRUCE	20030324	0.50	49.49	24.74
164295	SELLERS	RALPH	BRUCE	20030407	0.50	86.40	43.20
164295	SELLERS	RALPH	BRUCE	20030421	0.50	87.93	43.96
164295	SELLERS	RALPH	BRUCE	20030505	0.50	70.34	35.17
164295	SELLERS	RALPH	BRUCE	20030519	0.50	120.44	60.22
164295	SELLERS	RALPH	BRUCE	20030602	0.50	91.96	45.98
164295	SELLERS	RALPH	BRUCE	20030616	0.50	119.64	59.82
164295	SELLERS	RALPH	BRUCE	20030630	0.50	77.06	38.53
232076	SESSIONS	MICHAEL		20000703	0.35	64.43	22.55
232076	SESSIONS	MICHAEL		20000703	0.25	7.20	1.80
232076	SESSIONS	MICHAEL		20000717	0.50	36.75	18.37
232076	SESSIONS	MICHAEL		20000731	0.50	74.88	37.44
232076	SESSIONS	MICHAEL		20000814	0.50	60.00	30.00
232076	SESSIONS	MICHAEL		20000828	0.50	75.00	37.50
232076	SESSIONS	MICHAEL		20000911	0.50	23.77	11.88
251233	SHARPE	HAROLD		20020422	0.50	52.50	26.25
251233	SHARPE	HAROLD		20020506	0.50	77.20	38.60
251233	SHARPE	HAROLD		20020520	0.50	104.10	52.05
251233	SHARPE	HAROLD		20020603	0.50	102.01	51.00
251233	SHARPE	HAROLD		20020617	0.50	90.30	45.15
251233	SHARPE	HAROLD		20020701	0.50	114.71	57.35
251233	SHARPE	HAROLD		20020715	0.50	90.49	45.24
251233	SHARPE	HAROLD		20020729	0.50	155.71	77.85

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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 GEORGE SHINE, #292391

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 405.50 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, 0793; C, 0081,0086; F, 1338-1339; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
MI 3	ROGERS, CALVIN J.	262050	C B 31	1	9/25/02	4/9/03
MI 2	ROGERS, ERIC	255010	C A 42	2	11/29/01	8/27/02
MI 3	ROLDAN, FERNANDO	289490	C B 60	1	6/30/03	4/13/04
	ROPER, RASHONE	276964	S A 16	2	8/30/01	1/1/02
	ROSEMOND, JAMES	238635	C 0	1	8/11/99	4/8/00
	ROSS, CHARLIE	243958	C B 21	1	8/11/99	12/1/99
	ROSS, SAMUEL	268981	C B 52	1	10/16/00	6/27/01
	ROSSON, GERRY	258455	C A 46	1	5/31/00	11/16/00
MI 2	ROUSE, KENNETH	257559	C B 4	1	8/6/99	10/18/02
	ROWE, SHAWN	268721	S A 32	1	9/25/00	10/27/00
MI 2	RUONALA, RAYMOND	258133	S B 61	1	5/29/02	10/3/02
MI 2	SALANO, MARTIN	272142	C B 36	1	10/9/02	11/10/03
	SALISBURY, GEORGE	263724	A A 25	1	5/20/02	6/4/02
	SAMPLE, PHILLIP	262088	C B 5	1	5/30/00	9/25/00
	SAMPSON, BRAIN	255793	E B 37	1	6/27/00	7/10/00
MI 2	SAMPSON, JOSEPH	261610	C A 27	2	3/28/02	9/4/02
MI 3	SANDERS, I	257239	C A 0	0		12/6/99
MI 1B	SANDERS, SANDRA	249871	C B 7	1	2/15/00	2/6/04
	SANDERS, TERRY	219895	C B 20	1	5/1/00	8/21/00
	SANDERS, THOMAS	213149	A A 38	1	8/11/99	2/22/00
	[redacted]					
	SATTLER, JAMES	235043	C A 56	1	2/8/02	6/18/02
MI 3	SCHMITZ, JOSEPH	173987	C A 13	1	7/6/99	10/1/02
MI 3	SCHMITZ, JOSEPH	173987	C A 13	1	7/15/99	2/25/04
	SCHOFEILD, RICHARD	280804	E A 29	3	2/5/02	2/6/02
	SCOTT, ARTHUR	251957	C A 28	1	7/31/01	12/10/01
	SCOTT, CHRISTOPHER	276533	S A 15	1	7/30/01	8/22/01
MI 3	SCOTT, D	286443	C A 0	0		3/24/03
	SCOTT, GENE	192924	C 0	1	1/6/00	3/15/00
MI 3	SCOTT, ISAIAH	228008	C A 23	1	3/21/03	6/26/03
	SCOTT, JAMES	231412	S B 38	1	9/25/01	3/5/02
MI3	SCOTT, JEROME	153381	C A 51	2	7/10/01	8/22/02
MI 3	SCOTT, ROOSEVELT	275631	C A 53	3		4/8/04
	SCRIVEN, BRIAN	248731	A B 30	1	1/17/02	1/25/02
	SCRIVEN, EUGENE	216991	E B 8	1	9/25/01	4/5/02
	SCRIVEN, TERRY	238318	S A 33	1	1/14/02	4/22/02
MI 3	SEBASTIAN, JOHN	281904	C A 27	1	2/25/04	6/24/04
MI 3	SELLARS, RALPH	164295	C A 10	1	6/29/00	6/26/03
	SESSIONS, MICHAEL	232076	S A 58	2	5/30/00	9/25/00
	SHANNON, MICHEAL	267667	A A 14	1	4/30/02	5/20/02
MI 2	SHARPE, HAROLD	251233	C A 37	2	3/23/02	12/16/02
	SHARPER, HENRY	219950	A B 44	1	4/25/02	5/13/02
	SHAW, TOMMY	256140	M X 0	0	12/12/00	12/10/01
	SHEPHERD, JACOBI	257342	E A 24	1	1/14/02	2/19/02
MI 3	SHINE, GEORGE	292391	C A 4	1	3/1/04	6/24/04
	SHIRLEY, JAMES	274894	C B 28	2	6/12/01	1/9/02

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PLAINTIFF'S EXHIBIT A

A - 0793
June 2004

STATE OF SOUTH CAROLINA)

LEASE

COUNTY OF RICHLAND)

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:

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
251233	SHARPE	HAROLD		20020812	0.50	107.95	53.97
251233	SHARPE	HAROLD		20020826	0.50	106.29	53.14
251233	SHARPE	HAROLD		20020909	0.50	91.70	45.85
251233	SHARPE	HAROLD		20020923	0.50	127.50	63.75
251233	SHARPE	HAROLD		20021007	0.50	151.08	75.54
251233	SHARPE	HAROLD		20021021	0.50	139.47	69.73
251233	SHARPE	HAROLD		20021104	0.50	127.85	63.92
251233	SHARPE	HAROLD		20021118	0.50	113.77	56.88
251233	SHARPE	HAROLD		20021202	0.50	106.68	53.34
251233	SHARPE	HAROLD		20021216	0.50	65.77	32.88
219950	SHARPER	HENRY		20010101	0.50	16.81	8.40
219950	SHARPER	HENRY		20010115	0.50	33.28	16.64
219950	SHARPER	HENRY		20010129	0.50	29.97	14.98
219950	SHARPER	HENRY		20010212	0.50	46.84	23.42
219950	SHARPER	HENRY		20010226	0.50	82.69	41.34
219950	SHARPER	HENRY		20010312	0.50	81.92	40.96
219950	SHARPER	HENRY		20010326	0.50	38.05	19.02
219950	SHARPER	HENRY		20010409	0.50	72.67	36.33
219950	SHARPER	HENRY		20010423	0.50	23.32	11.66
219950	SHARPER	HENRY		20010507	0.50	73.80	36.90
219950	SHARPER	HENRY		20010521	0.50	84.91	42.45
219950	SHARPER	HENRY		20010604	0.50	30.44	15.22
219950	SHARPER	HENRY		20010618	0.50	67.43	33.71
219950	SHARPER	HENRY		20010702	0.50	10.13	5.06
219950	SHARPER	HENRY		20010716	0.50	50.18	25.09
219950	SHARPER	HENRY		20010730	0.50	65.27	32.63
219950	SHARPER	HENRY		20010813	0.50	2.38	1.19
256140	SHAW	TOMMY		20010101	0.50	33.25	16.62
256140	SHAW	TOMMY		20010115	0.50	53.20	26.60
256140	SHAW	TOMMY		20010129	0.50	59.85	29.92
256140	SHAW	TOMMY		20010212	0.50	89.00	44.50
256140	SHAW	TOMMY		20010226	0.50	80.10	40.05
256140	SHAW	TOMMY		20010312	0.50	89.00	44.50
256140	SHAW	TOMMY		20010326	0.50	89.00	44.50
256140	SHAW	TOMMY		20010409	0.50	102.40	51.20
256140	SHAW	TOMMY		20010423	0.50	89.00	44.50
256140	SHAW	TOMMY		20010507	0.50	89.00	44.50
256140	SHAW	TOMMY		20010521	0.50	93.50	46.75
256140	SHAW	TOMMY		20010604	0.50	80.10	40.05
256140	SHAW	TOMMY		20010618	0.50	89.00	44.50
256140	SHAW	TOMMY		20010702	0.50	111.50	55.75
256140	SHAW	TOMMY		20010716	0.50	100.35	50.17
256140	SHAW	TOMMY		20010730	0.50	111.50	55.75
256140	SHAW	TOMMY		20010813	0.50	111.50	55.75
256140	SHAW	TOMMY		20010827	0.50	111.50	55.75
256140	SHAW	TOMMY		20010910	0.50	113.85	56.92
256140	SHAW	TOMMY		20010924	0.50	126.50	63.25
256140	SHAW	TOMMY		20011008	0.50	126.50	63.25
256140	SHAW	TOMMY		20011022	0.50	126.50	63.25
256140	SHAW	TOMMY		20011105	0.50	126.50	63.25
256140	SHAW	TOMMY		20011119	0.50	130.25	65.12
256140	SHAW	TOMMY		20011203	0.50	101.20	50.60
256140	SHAW	TOMMY		20011217	0.50	136.50	68.25
292391	SHINE	GEORGE		20040322	0.50	49.44	24.72

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PLAINTIFF'S EXHIBIT F

PENSAD-Bayonne, N. J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
292391	SHINE	GEORGE		20040322	0.50	17.85	8.92
292391	SHINE	GEORGE		20040322	0.50	17.50	8.75
292391	SHINE	GEORGE		20040405	0.50	37.64	18.82
292391	SHINE	GEORGE		20040419	0.50	45.98	22.99
292391	SHINE	GEORGE		20040503	0.50	72.70	36.35
292391	SHINE	GEORGE		20040517	0.50	83.58	41.79
292391	SHINE	GEORGE		20040531	0.50	80.81	40.40
274894	SHIRLEY	JAMES	BARRY	20010618	0.50	9.10	4.55
274894	SHIRLEY	JAMES	BARRY	20010702	0.50	40.05	20.02
274894	SHIRLEY	JAMES	BARRY	20010716	0.50	47.25	23.62
274894	SHIRLEY	JAMES	BARRY	20010730	0.50	43.58	21.79
274894	SHIRLEY	JAMES	BARRY	20010813	0.50	44.80	22.40
274894	SHIRLEY	JAMES	BARRY	20010827	0.50	93.13	46.56
274894	SHIRLEY	JAMES	BARRY	20010910	0.50	36.47	18.23
274894	SHIRLEY	JAMES	BARRY	20010924	0.50	20.13	10.06
274894	SHIRLEY	JAMES	BARRY	20011008	0.50	98.81	49.40
274894	SHIRLEY	JAMES	BARRY	20011022	0.50	84.64	42.32
274894	SHIRLEY	JAMES	BARRY	20011105	0.50	90.00	45.00
274894	SHIRLEY	JAMES	BARRY	20011119	0.50	77.12	38.56
274894	SHIRLEY	JAMES	BARRY	20011203	0.50	56.33	28.16
274894	SHIRLEY	JAMES	BARRY	20011217	0.50	53.75	26.87
274894	SHIRLEY	JAMES	BARRY	20011231	0.50	48.75	24.37
274894	SHIRLEY	JAMES	BARRY	20020114	0.50	40.65	20.32
246717	SIERRA	ANGEL		19990913	0.35	72.00	25.20
246717	SIERRA	ANGEL		19990913	0.55	19.00	10.45
246717	SIERRA	ANGEL		19990927	0.35	54.50	19.07
246717	SIERRA	ANGEL		19990927	0.55	21.25	11.68
246717	SIERRA	ANGEL		19991011	0.50	60.00	30.00
246717	SIERRA	ANGEL		19991011	0.55	15.25	8.38
246717	SIERRA	ANGEL		19991025	0.50	69.25	34.62
246717	SIERRA	ANGEL		19991025	0.55	8.00	4.40
246717	SIERRA	ANGEL		19991108	0.35	52.50	18.37
246717	SIERRA	ANGEL		19991108	0.55	6.00	3.30
246717	SIERRA	ANGEL		19991206	0.50	34.70	17.35
246717	SIERRA	ANGEL		19991206	0.55	8.92	4.90
246717	SIERRA	ANGEL		19991220	2.50	2.00	5.00
246717	SIERRA	ANGEL		19991220	0.35	69.87	24.45
246717	SIERRA	ANGEL		19991220	0.55	13.93	7.66
246717	SIERRA	ANGEL		20000103	0.50	33.32	16.66
246717	SIERRA	ANGEL		20000103	0.55	6.08	3.34
246717	SIERRA	ANGEL		20000117	0.35	75.00	26.25
246717	SIERRA	ANGEL		20000117	0.55	5.52	3.03
246717	SIERRA	ANGEL		20000117	0.50	5.25	2.62
246717	SIERRA	ANGEL		20000117	0.55	2.00	1.10
246717	SIERRA	ANGEL		20000131	0.50	63.20	31.60
246717	SIERRA	ANGEL		20000131	0.55	2.20	1.21
246717	SIERRA	ANGEL		20000214	0.50	72.19	36.09
246717	SIERRA	ANGEL		20000214	0.80	6.50	5.20
246717	SIERRA	ANGEL		20000228	0.50	67.50	33.75
246717	SIERRA	ANGEL		20000228	0.55	7.50	4.12
246717	SIERRA	ANGEL		20000228	1.05	15.00	15.75
246717	SIERRA	ANGEL		20000313	0.50	71.60	35.80
246717	SIERRA	ANGEL		20000313	0.55	6.50	3.57
246717	SIERRA	ANGEL		20000327	0.50	73.98	36.99

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 KENNETH SIMMONS, #278911

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 3574.18 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, 0794; C, 0081,0086; F, 1343-1344; 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
MI 3	SPANN, DERRIAN	254859	C A 35	1	2/4/02	6/16/03
MI 3	SPANN, DERRIAN	254859	S B 43	1	3/10/04	3/12/04
MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

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A - 0794
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
161419	SIMMONS	ARCHIE		20020211	0.50	127.50	63.75
161419	SIMMONS	ARCHIE		20020225	0.50	221.34	110.67
161419	SIMMONS	ARCHIE		20020311	0.50	121.58	60.79
161419	SIMMONS	ARCHIE		20020325	0.50	185.04	92.52
161419	SIMMONS	ARCHIE		20020408	0.50	129.96	64.98
161419	SIMMONS	ARCHIE		20020422	0.50	137.74	68.87
161419	SIMMONS	ARCHIE		20020506	0.50	153.22	76.61
161419	SIMMONS	ARCHIE		20020520	0.50	180.74	90.37
161419	SIMMONS	ARCHIE		20020603	0.50	208.38	104.19
161419	SIMMONS	ARCHIE		20020617	0.50	186.03	93.01
161419	SIMMONS	ARCHIE		20020701	0.50	135.00	67.50
161419	SIMMONS	ARCHIE		20020715	0.50	110.04	55.02
161419	SIMMONS	ARCHIE		20020729	0.50	166.00	83.00
161419	SIMMONS	ARCHIE		20020812	0.50	197.76	98.88
161419	SIMMONS	ARCHIE		20020826	0.50	150.00	75.00
161419	SIMMONS	ARCHIE		20020909	0.50	119.06	59.53
161419	SIMMONS	ARCHIE		20020923	0.50	150.00	75.00
161419	SIMMONS	ARCHIE		20021007	0.50	170.45	85.22
161419	SIMMONS	ARCHIE		20021021	0.50	150.00	75.00
161419	SIMMONS	ARCHIE		20021104	0.50	100.86	50.43
161419	SIMMONS	ARCHIE		20021118	0.50	10.69	5.34
276081	SIMMONS	CHRIS	JEROME	20010813	0.50	49.66	24.83
276081	SIMMONS	CHRIS	JEROME	20010827	0.50	55.16	27.58
276081	SIMMONS	CHRIS	JEROME	20010910	0.50	41.16	20.58
276081	SIMMONS	CHRIS	JEROME	20010924	0.50	37.37	18.68
257411	SIMMONS	DARRELL	LAMAR	20000522	0.50	0.65	0.32
278911	SIMMONS	KENNETH	M.	20020715	0.50	21.28	10.64
278911	SIMMONS	KENNETH	M.	20020729	0.50	36.54	18.27
278911	SIMMONS	KENNETH	M.	20020812	0.50	47.25	23.62
278911	SIMMONS	KENNETH	M.	20020826	0.50	58.17	29.08
278911	SIMMONS	KENNETH	M.	20020909	0.50	67.50	33.75
278911	SIMMONS	KENNETH	M.	20020923	0.50	75.00	37.50
278911	SIMMONS	KENNETH	M.	20021007	0.50	89.48	44.74
278911	SIMMONS	KENNETH	M.	20021021	0.50	104.49	52.24
278911	SIMMONS	KENNETH	M.	20021104	0.50	118.78	59.39
278911	SIMMONS	KENNETH	M.	20021118	0.50	106.78	53.39
278911	SIMMONS	KENNETH	M.	20021202	0.50	93.20	46.60
278911	SIMMONS	KENNETH	M.	20021216	0.50	103.66	51.83
278911	SIMMONS	KENNETH	M.	20021230	0.50	52.50	26.25
278911	SIMMONS	KENNETH	M.	20030113	0.50	59.68	29.84
278911	SIMMONS	KENNETH	M.	20030127	0.50	81.82	40.91
278911	SIMMONS	KENNETH	M.	20030210	0.50	100.16	50.08
278911	SIMMONS	KENNETH	M.	20030224	0.50	100.55	50.27
278911	SIMMONS	KENNETH	M.	20030310	0.50	91.80	45.90
278911	SIMMONS	KENNETH	M.	20030324	0.50	109.14	54.57
278911	SIMMONS	KENNETH	M.	20030407	0.50	92.26	46.13
278911	SIMMONS	KENNETH	M.	20030421	0.50	104.33	52.16
278911	SIMMONS	KENNETH	M.	20030505	0.50	72.96	36.48
278911	SIMMONS	KENNETH	M.	20030519	0.50	39.41	19.70
278911	SIMMONS	KENNETH	M.	20030825	0.50	17.50	8.75
278911	SIMMONS	KENNETH	M.	20030908	0.50	17.50	8.75
278911	SIMMONS	KENNETH	M.	20030922	0.50	17.50	8.75
278911	SIMMONS	KENNETH	M.	20031006	0.50	17.50	8.75
278911	SIMMONS	KENNETH	M.	20031020	0.50	17.50	8.75

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PLAINTIFF'S EXHIBIT F

PENSAD-Bayonne, N.J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
278911	SIMMONS	KENNETH	M.	20031103	0.50	17.50	8.75
278911	SIMMONS	KENNETH	M.	20031117	0.50	77.83	38.91
278911	SIMMONS	KENNETH	M.	20031201	0.50	95.70	47.85
278911	SIMMONS	KENNETH	M.	20031215	0.50	100.55	50.27
278911	SIMMONS	KENNETH	M.	20031229	0.50	97.71	48.85
278911	SIMMONS	KENNETH	M.	20040112	0.50	67.16	33.58
278911	SIMMONS	KENNETH	M.	20040126	0.50	111.64	55.82
278911	SIMMONS	KENNETH	M.	20040209	0.50	88.18	44.09
278911	SIMMONS	KENNETH	M.	20040223	0.50	128.26	64.13
278911	SIMMONS	KENNETH	M.	20040308	0.50	125.55	62.77
278911	SIMMONS	KENNETH	M.	20040322	0.50	127.55	63.77
278911	SIMMONS	KENNETH	M.	20040405	0.50	129.30	64.65
278911	SIMMONS	KENNETH	M.	20040419	0.50	117.13	58.56
278911	SIMMONS	KENNETH	M.	20040503	0.50	127.38	63.69
278911	SIMMONS	KENNETH	M.	20040517	0.50	133.75	66.87
278911	SIMMONS	KENNETH	M.	20040531	0.50	114.75	57.37
273253	SIMMONS	KEVIN	ANTHONY	20010813	0.50	61.72	30.86
273253	SIMMONS	KEVIN	ANTHONY	20010827	0.50	61.83	30.91
273253	SIMMONS	KEVIN	ANTHONY	20010910	0.50	39.82	19.91
273253	SIMMONS	KEVIN	ANTHONY	20010924	0.50	51.06	25.53
273253	SIMMONS	KEVIN	ANTHONY	20011008	0.50	111.84	55.92
273253	SIMMONS	KEVIN	ANTHONY	20011022	0.50	86.36	43.18
273253	SIMMONS	KEVIN	ANTHONY	20011105	0.50	65.30	32.65
273253	SIMMONS	KEVIN	ANTHONY	20011119	0.50	92.86	46.43
273253	SIMMONS	KEVIN	ANTHONY	20011203	0.50	68.66	34.33
273253	SIMMONS	KEVIN	ANTHONY	20011217	0.50	92.90	46.45
273253	SIMMONS	KEVIN	ANTHONY	20011231	0.50	22.68	11.34
273253	SIMMONS	KEVIN	ANTHONY	20020114	0.50	61.86	30.93
273253	SIMMONS	KEVIN	ANTHONY	20020128	0.50	81.27	40.63
273253	SIMMONS	KEVIN	ANTHONY	20020211	0.50	103.16	51.58
273253	SIMMONS	KEVIN	ANTHONY	20020225	0.50	45.38	22.69
270191	SIMMONS	LAVARRIO	Q.R.	20001218	0.50	40.64	20.32
270191	SIMMONS	LAVARRIO	Q.R.	20010101	0.50	16.78	8.39
270191	SIMMONS	LAVARRIO	Q.R.	20010115	0.50	31.29	15.64
270191	SIMMONS	LAVARRIO	Q.R.	20010129	0.50	24.45	12.22
270191	SIMMONS	LAVARRIO	Q.R.	20010212	0.50	67.33	33.66
270191	SIMMONS	LAVARRIO	Q.R.	20010226	0.50	31.03	15.51
270191	SIMMONS	LAVARRIO	Q.R.	20010312	0.50	14.66	7.33
270191	SIMMONS	LAVARRIO	Q.R.	20010326	0.50	49.03	24.51
270191	SIMMONS	LAVARRIO	Q.R.	20010409	0.50	43.02	21.51
270191	SIMMONS	LAVARRIO	Q.R.	20010423	0.50	33.19	16.59
270191	SIMMONS	LAVARRIO	Q.R.	20010507	0.50	37.02	18.51
270191	SIMMONS	LAVARRIO	Q.R.	20010521	0.50	34.46	17.23
270191	SIMMONS	LAVARRIO	Q.R.	20010604	0.50	18.02	9.01
270191	SIMMONS	LAVARRIO	Q.R.	20010618	0.50	17.87	8.93
270191	SIMMONS	LAVARRIO	Q.R.	20010702	0.50	43.63	21.81
270191	SIMMONS	LAVARRIO	Q.R.	20010716	0.50	30.46	15.23
270191	SIMMONS	LAVARRIO	Q.R.	20010730	0.50	57.12	28.56
270191	SIMMONS	LAVARRIO	Q.R.	20010813	0.50	42.20	21.10
270191	SIMMONS	LAVARRIO	Q.R.	20010827	0.50	9.13	4.56
177760	SIMMONS	RICHARD		20000731	0.50	20.05	10.02
177760	SIMMONS	RICHARD		20000814	0.50	59.85	29.92
177760	SIMMONS	RICHARD		20000828	0.50	66.50	33.25
177760	SIMMONS	RICHARD		20000911	0.50	53.20	26.60

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

5794

Grievance # 0656-04

AMENDMENT TO GRIEVANCE OF RONALD SIMMONS, #267937

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 4498.65 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.

Ronald N. Simmons #267937 11/28/04
(Grievant Signature) (Date)

* Attached are Exh. A, 0794; C, 0081,0086; F, 1345-1346; 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.

5795

AMENDMENT TO GRIEVANCE OF RONALD SIMMONS, #267937

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 4498.65 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)

* 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
MI 3	SPANN, DERRIAN	254859	C A 35	1	2/4/02	6/16/03
MI 3	SPANN, DERRIAN	254859	S B 43	1	3/10/04	3/12/04
MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

5797

A - 0794
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.

A:\SCDC FINAL CONTRACT.doc
August 17, 1998

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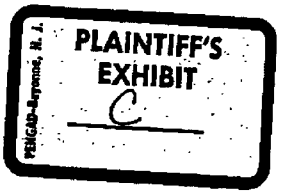


A - 0081
June 2004

00021

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

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

3.3 Mutual Duties of the Parties:

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

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

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

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

ARTICLE 4 General Terms and Conditions:

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

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

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
177760	SIMMONS	RICHARD		20000925	0.50	66.50	33.25
177760	SIMMONS	RICHARD		20001009	0.50	81.50	40.75
177760	SIMMONS	RICHARD		20001023	0.50	102.40	51.20
177760	SIMMONS	RICHARD		20001023	0.35	7.50	2.62
177760	SIMMONS	RICHARD		20001106	0.50	89.00	44.50
177760	SIMMONS	RICHARD		20001120	0.50	71.20	35.60
177760	SIMMONS	RICHARD		20001218	0.50	99.00	49.50
177760	SIMMONS	RICHARD		20010101	0.50	44.50	22.25
177760	SIMMONS	RICHARD		20010115	0.50	70.75	35.37
177760	SIMMONS	RICHARD		20010129	0.50	80.10	40.05
177760	SIMMONS	RICHARD		20010212	0.50	100.35	50.17
177760	SIMMONS	RICHARD		20010226	0.50	100.35	50.17
177760	SIMMONS	RICHARD		20010312	0.50	111.50	55.75
177760	SIMMONS	RICHARD		20010326	0.50	111.50	55.75
177760	SIMMONS	RICHARD		20010409	0.50	127.90	63.95
177760	SIMMONS	RICHARD		20010423	0.50	111.50	55.75
177760	SIMMONS	RICHARD		20010507	0.50	111.50	55.75
177760	SIMMONS	RICHARD		20010521	0.50	116.75	58.37
177760	SIMMONS	RICHARD		20010604	0.50	89.20	44.60
177760	SIMMONS	RICHARD		20010618	0.50	111.50	55.75
177760	SIMMONS	RICHARD		20010702	0.50	100.35	50.17
177760	SIMMONS	RICHARD		20010716	0.50	93.75	46.87
177760	SIMMONS	RICHARD		20010730	0.50	111.50	55.75
177760	SIMMONS	RICHARD		20010813	0.50	126.50	63.25
177760	SIMMONS	RICHARD		20010827	0.50	141.50	70.75
267937	SIMMONS	RONALD	N.	20010730	0.50	31.08	15.54
267937	SIMMONS	RONALD	N.	20010813	0.50	47.76	23.88
267937	SIMMONS	RONALD	N.	20010827	0.50	47.33	23.66
267937	SIMMONS	RONALD	N.	20010910	0.50	67.50	33.75
267937	SIMMONS	RONALD	N.	20010924	0.50	73.50	36.75
267937	SIMMONS	RONALD	N.	20011008	0.50	59.76	29.88
267937	SIMMONS	RONALD	N.	20011022	0.50	72.98	36.49
267937	SIMMONS	RONALD	N.	20011105	0.50	82.68	41.34
267937	SIMMONS	RONALD	N.	20011119	0.50	88.33	44.16
267937	SIMMONS	RONALD	N.	20011203	0.50	64.18	32.09
267937	SIMMONS	RONALD	N.	20011217	0.50	88.00	44.00
267937	SIMMONS	RONALD	N.	20011231	0.50	39.10	19.55
267937	SIMMONS	RONALD	N.	20020114	0.50	56.10	28.05
267937	SIMMONS	RONALD	N.	20020128	0.50	72.52	36.26
267937	SIMMONS	RONALD	N.	20020211	0.50	109.08	54.54
267937	SIMMONS	RONALD	N.	20020225	0.50	62.17	31.08
267937	SIMMONS	RONALD	N.	20020311	0.50	101.15	50.57
267937	SIMMONS	RONALD	N.	20020325	0.50	107.07	53.53
267937	SIMMONS	RONALD	N.	20020408	0.50	93.03	46.51
267937	SIMMONS	RONALD	N.	20020422	0.50	112.50	56.25
267937	SIMMONS	RONALD	N.	20020506	0.50	97.61	48.80
267937	SIMMONS	RONALD	N.	20020520	0.50	96.00	48.00
267937	SIMMONS	RONALD	N.	20020603	0.50	96.80	48.40
267937	SIMMONS	RONALD	N.	20020617	0.50	77.22	38.61
267937	SIMMONS	RONALD	N.	20020701	0.50	57.18	28.59
267937	SIMMONS	RONALD	N.	20020715	0.50	84.20	42.10
267937	SIMMONS	RONALD	N.	20020729	0.50	84.45	42.22
267937	SIMMONS	RONALD	N.	20020812	0.50	103.65	51.82
267937	SIMMONS	RONALD	N.	20020826	0.50	119.00	59.50

5800

PLAINTIFF'S EXHIBIT F

PENGAD-Bayonne, N.J.

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
267937	SIMMONS	RONALD	N.	20020909	0.50	107.39	53.69
267937	SIMMONS	RONALD	N.	20020923	0.50	128.53	64.26
267937	SIMMONS	RONALD	N.	20021007	0.50	122.09	61.04
267937	SIMMONS	RONALD	N.	20021021	0.50	124.83	62.41
267937	SIMMONS	RONALD	N.	20021104	0.50	125.34	62.67
267937	SIMMONS	RONALD	N.	20021118	0.50	132.75	66.37
267937	SIMMONS	RONALD	N.	20021202	0.50	96.39	48.19
267937	SIMMONS	RONALD	N.	20021216	0.50	117.58	58.79
267937	SIMMONS	RONALD	N.	20021230	0.50	62.51	31.25
267937	SIMMONS	RONALD	N.	20030113	0.50	58.19	29.09
267937	SIMMONS	RONALD	N.	20030127	0.50	94.40	47.20
267937	SIMMONS	RONALD	N.	20030210	0.50	115.57	57.78
267937	SIMMONS	RONALD	N.	20030224	0.50	94.69	47.34
267937	SIMMONS	RONALD	N.	20030224	0.50	94.69	47.34
267937	SIMMONS	RONALD	N.	20030310	0.50	95.03	47.51
267937	SIMMONS	RONALD	N.	20030324	0.50	79.31	39.65
267937	SIMMONS	RONALD	N.	20030407	0.50	103.73	51.86
267937	SIMMONS	RONALD	N.	20030421	0.50	82.23	41.11
267937	SIMMONS	RONALD	N.	20030505	0.50	44.59	22.29
267937	SIMMONS	RONALD	N.	20030519	0.50	101.27	50.63
267937	SIMMONS	RONALD	N.	20030602	0.50	78.68	39.34
267937	SIMMONS	RONALD	N.	20030616	0.50	105.25	52.62
267937	SIMMONS	RONALD	N.	20030630	0.50	41.68	20.84
300422	SIMMONS	STEPHONE		20040517	0.50	69.18	34.59
300422	SIMMONS	STEPHONE		20040517	0.50	49.60	24.80
300422	SIMMONS	STEPHONE		20040531	0.50	53.63	26.81
257560	SIMMONS	TRAVIS		19991011	0.35	45.50	15.92
257560	SIMMONS	TRAVIS		19991011	0.55	1.50	0.82
257560	SIMMONS	TRAVIS		19991025	0.35	14.00	4.90
272982	SIMMONS, JR.	ALBERT		20011008	0.50	39.70	19.85
272982	SIMMONS, JR.	ALBERT		20011022	0.50	28.62	14.31
272982	SIMMONS, JR.	ALBERT		20011105	0.50	22.91	11.45
220017	SIMPSON	EDWARD	LARRY	19990816	0.35	24.00	8.40
220017	SIMPSON	EDWARD	LARRY	19990816	0.55	6.00	3.30
220017	SIMPSON	EDWARD	LARRY	19990830	0.35	78.50	27.47
220017	SIMPSON	EDWARD	LARRY	19990830	0.55	4.50	2.47
220017	SIMPSON	EDWARD	LARRY	19990913	0.35	72.00	25.20
220017	SIMPSON	EDWARD	LARRY	19990913	0.55	22.75	12.51
220017	SIMPSON	EDWARD	LARRY	19990927	0.35	58.25	20.38
220017	SIMPSON	EDWARD	LARRY	19990927	0.55	30.00	16.50
220017	SIMPSON	EDWARD	LARRY	19991011	0.35	75.00	26.25
220017	SIMPSON	EDWARD	LARRY	19991011	0.55	15.50	8.52
220017	SIMPSON	EDWARD	LARRY	19991025	0.15	75.00	11.25
220017	SIMPSON	EDWARD	LARRY	19991025	0.50	73.25	36.62
220017	SIMPSON	EDWARD	LARRY	19991025	0.55	24.00	13.20
220017	SIMPSON	EDWARD	LARRY	19991108	0.50	75.00	37.50
220017	SIMPSON	EDWARD	LARRY	19991122	0.50	65.90	32.95
220017	SIMPSON	EDWARD	LARRY	19991206	0.50	55.80	27.90
220017	SIMPSON	EDWARD	LARRY	19991220	2.50	2.00	5.00
220017	SIMPSON	EDWARD	LARRY	19991220	0.50	71.85	35.92
220017	SIMPSON	EDWARD	LARRY	20000103	0.50	33.47	16.73
220017	SIMPSON	EDWARD	LARRY	20000103	0.55	4.55	2.50
220017	SIMPSON	EDWARD	LARRY	20000117	0.55	7.50	4.12
220017	SIMPSON	EDWARD	LARRY	20000117	0.50	15.00	7.50

5801

PLAINTIFF'S EXHIBIT F

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

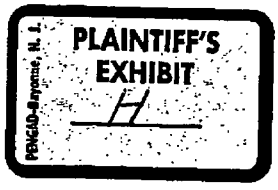
Date: 9/20/04

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.

5802



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

5803

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

5804

AMENDMENT TO GRIEVANCE OF SAMUEL SIMMONS, # ~~unknown~~ 302393

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.

Samuel Simmons 8-4-06
(Grievant Signature) (Date)

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

5805

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.

5-806

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

5807

00626

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.

5-808

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

5809

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 8/0

AMENDMENT TO GRIEVANCE OF STEPHONE SIMMONS, #300422

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

S. Simmons 3-13-5
(Grievant Signature) (Date)

* Attached are Exh. A, 0794; C, 0081,0086; F, 1346; 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.

5811

AMENDMENT TO GRIEVANCE OF STEPHONE SIMMONS, #300422

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

(Grievant Signature) (Date)

* Attached are Exh. A, 0794; C, 0081,0086; F, 1346; 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.

58/2

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
MI 3	SPANN, DERRIAN	254859	C A 35	1	2/4/02	6/16/03
MI 3	SPANN, DERRIAN	254859	S B 43	1	3/10/04	3/12/04
MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

5813

A - 0794
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

The Building shall be constructed according to plans approved by the state in accordance with all applicable federal and state and local rules and regulations and SCDC security requirements. The State Engineer's approval of all building plans is required. The cost of the Building (excluding personal property located in the Building such as furnishings and equipment) is estimated to be $ 1,200,000 [illegible]. 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.

5814

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

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.

5816

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

5817

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 EDWARD SIMPSON, #220017

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 867.32 hours in 1999 at $9.68 per hour; 2671.00 hours in 2000 at $10.66 per hour; 1762.15 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 4117.29 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, 0794; C, 0081,0086; F, 1346-1348; 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
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	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
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MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

5820

A - 0794
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.

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5821

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

Inmate #	LastName	FirstName	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
267937	SIMMONS	RONALD	N.	20020909	0.50	107.39	53.69
267937	SIMMONS	RONALD	N.	20020923	0.50	128.53	64.26
267937	SIMMONS	RONALD	N.	20021007	0.50	122.09	61.04
267937	SIMMONS	RONALD	N.	20021021	0.50	124.83	62.41
267937	SIMMONS	RONALD	N.	20021104	0.50	125.34	62.67
267937	SIMMONS	RONALD	N.	20021118	0.50	132.75	66.37
267937	SIMMONS	RONALD	N.	20021202	0.50	96.39	48.19
267937	SIMMONS	RONALD	N.	20021216	0.50	117.58	58.79
267937	SIMMONS	RONALD	N.	20021230	0.50	62.51	31.25
267937	SIMMONS	RONALD	N.	20030113	0.50	58.19	29.09
267937	SIMMONS	RONALD	N.	20030127	0.50	94.40	47.20
267937	SIMMONS	RONALD	N.	20030210	0.50	115.57	57.78
267937	SIMMONS	RONALD	N.	20030224	0.50	94.69	47.34
267937	SIMMONS	RONALD	N.	20030224	0.50	94.69	47.34
267937	SIMMONS	RONALD	N.	20030310	0.50	95.03	47.51
267937	SIMMONS	RONALD	N.	20030324	0.50	79.31	39.65
267937	SIMMONS	RONALD	N.	20030407	0.50	103.73	51.86
267937	SIMMONS	RONALD	N.	20030421	0.50	82.23	41.11
267937	SIMMONS	RONALD	N.	20030505	0.50	44.59	22.29
267937	SIMMONS	RONALD	N.	20030519	0.50	101.27	50.63
267937	SIMMONS	RONALD	N.	20030602	0.50	78.68	39.34
267937	SIMMONS	RONALD	N.	20030616	0.50	105.25	52.62
267937	SIMMONS	RONALD	N.	20030630	0.50	41.68	20.84
300422	SIMMONS	STEPHONE		20040517	0.50	69.18	34.59
300422	SIMMONS	STEPHONE		20040517	0.50	49.60	24.80
300422	SIMMONS	STEPHONE		20040531	0.50	53.63	26.81
257560	SIMMONS	TRAVIS		19991011	0.35	45.50	15.92
257560	SIMMONS	TRAVIS		19991011	0.55	1.50	0.82
257560	SIMMONS	TRAVIS		19991025	0.35	14.00	4.90
272982	SIMMONS, JR.	ALBERT		20011008	0.50	39.70	19.85
272982	SIMMONS, JR.	ALBERT		20011022	0.50	28.62	14.31
272982	SIMMONS, JR.	ALBERT		20011105	0.50	22.91	11.45
220017	SIMPSON	EDWARD	LARRY	19990816	0.35	24.00	8.40
220017	SIMPSON	EDWARD	LARRY	19990816	0.55	6.00	3.30
220017	SIMPSON	EDWARD	LARRY	19990830	0.35	78.50	27.47
220017	SIMPSON	EDWARD	LARRY	19990830	0.55	4.50	2.47
220017	SIMPSON	EDWARD	LARRY	19990913	0.35	72.00	25.20
220017	SIMPSON	EDWARD	LARRY	19990913	0.55	22.75	12.51
220017	SIMPSON	EDWARD	LARRY	19990927	0.35	58.25	20.38
220017	SIMPSON	EDWARD	LARRY	19990927	0.55	30.00	16.50
220017	SIMPSON	EDWARD	LARRY	19991011	0.35	75.00	26.25
220017	SIMPSON	EDWARD	LARRY	19991011	0.55	15.50	8.52
220017	SIMPSON	EDWARD	LARRY	19991025	0.15	75.00	11.25
220017	SIMPSON	EDWARD	LARRY	19991025	0.50	73.25	36.62
220017	SIMPSON	EDWARD	LARRY	19991025	0.55	24.00	13.20
220017	SIMPSON	EDWARD	LARRY	19991108	0.50	75.00	37.50
220017	SIMPSON	EDWARD	LARRY	19991122	0.50	65.90	32.95
220017	SIMPSON	EDWARD	LARRY	19991206	0.50	55.80	27.90
220017	SIMPSON	EDWARD	LARRY	19991220	2.50	2.00	5.00
220017	SIMPSON	EDWARD	LARRY	19991220	0.50	71.85	35.92
220017	SIMPSON	EDWARD	LARRY	20000103	0.50	33.47	16.73
220017	SIMPSON	EDWARD	LARRY	20000103	0.55	4.55	2.50
220017	SIMPSON	EDWARD	LARRY	20000117	0.55	7.50	4.12
220017	SIMPSON	EDWARD	LARRY	20000117	0.50	15.00	7.50

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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
220017	SIMPSON	EDWARD	LARRY	20000117	0.55	2.00	1.10
220017	SIMPSON	EDWARD	LARRY	20000131	0.35	47.90	16.76
220017	SIMPSON	EDWARD	LARRY	20000214	0.50	75.00	37.50
220017	SIMPSON	EDWARD	LARRY	20000214	0.55	3.33	1.83
220017	SIMPSON	EDWARD	LARRY	20000214	0.80	6.50	5.20
220017	SIMPSON	EDWARD	LARRY	20000214	0.55	5.50	3.02
220017	SIMPSON	EDWARD	LARRY	20000228	0.50	67.50	33.75
220017	SIMPSON	EDWARD	LARRY	20000228	0.55	5.57	3.06
220017	SIMPSON	EDWARD	LARRY	20000228	1.05	15.00	15.75
220017	SIMPSON	EDWARD	LARRY	20000313	0.65	75.00	48.75
220017	SIMPSON	EDWARD	LARRY	20000313	0.55	6.03	3.31
220017	SIMPSON	EDWARD	LARRY	20000327	0.65	75.00	48.75
220017	SIMPSON	EDWARD	LARRY	20000327	0.75	13.25	9.93
220017	SIMPSON	EDWARD	LARRY	20000327	1.00	7.50	7.50
220017	SIMPSON	EDWARD	LARRY	20000410	0.65	75.00	48.75
220017	SIMPSON	EDWARD	LARRY	20000410	0.75	29.77	22.32
220017	SIMPSON	EDWARD	LARRY	20000410	1.00	7.50	7.50
220017	SIMPSON	EDWARD	LARRY	20000424	0.65	75.00	48.75
220017	SIMPSON	EDWARD	LARRY	20000424	0.75	31.31	23.48
220017	SIMPSON	EDWARD	LARRY	20000424	0.25	7.00	1.75
220017	SIMPSON	EDWARD	LARRY	20000508	0.65	75.00	48.75
220017	SIMPSON	EDWARD	LARRY	20000508	0.75	38.20	28.65
220017	SIMPSON	EDWARD	LARRY	20000508	0.25	14.34	3.58
220017	SIMPSON	EDWARD	LARRY	20000522	0.65	67.50	43.87
220017	SIMPSON	EDWARD	LARRY	20000522	0.75	49.47	37.10
220017	SIMPSON	EDWARD	LARRY	20000522	0.25	15.00	3.75
220017	SIMPSON	EDWARD	LARRY	20000605	0.65	67.50	43.87
220017	SIMPSON	EDWARD	LARRY	20000605	0.75	24.58	18.43
220017	SIMPSON	EDWARD	LARRY	20000703	0.65	60.00	39.00
220017	SIMPSON	EDWARD	LARRY	20000703	0.75	39.92	29.94
220017	SIMPSON	EDWARD	LARRY	20000703	0.35	4.68	1.63
220017	SIMPSON	EDWARD	LARRY	20000703	0.25	11.13	2.78
220017	SIMPSON	EDWARD	LARRY	20000717	0.50	111.27	55.63
220017	SIMPSON	EDWARD	LARRY	20000731	0.50	146.03	73.01
220017	SIMPSON	EDWARD	LARRY	20000814	0.50	82.20	41.10
220017	SIMPSON	EDWARD	LARRY	20000828	0.50	104.70	52.35
220017	SIMPSON	EDWARD	LARRY	20000911	0.50	85.18	42.59
220017	SIMPSON	EDWARD	LARRY	20000925	0.50	196.76	98.38
220017	SIMPSON	EDWARD	LARRY	20001009	0.50	130.66	65.33
220017	SIMPSON	EDWARD	LARRY	20001023	0.50	137.74	68.87
220017	SIMPSON	EDWARD	LARRY	20001106	0.50	117.77	58.88
220017	SIMPSON	EDWARD	LARRY	20001120	0.50	99.75	49.87
220017	SIMPSON	EDWARD	LARRY	20001204	0.50	121.87	60.93
220017	SIMPSON	EDWARD	LARRY	20001218	0.50	163.26	81.63
220017	SIMPSON	EDWARD	LARRY	20010101	0.50	53.33	26.66
220017	SIMPSON	EDWARD	LARRY	20010115	0.50	121.54	60.77
220017	SIMPSON	EDWARD	LARRY	20010129	0.50	100.32	50.16
220017	SIMPSON	EDWARD	LARRY	20010212	0.50	169.78	84.89
220017	SIMPSON	EDWARD	LARRY	20010226	0.50	124.21	62.10
220017	SIMPSON	EDWARD	LARRY	20010312	0.50	139.59	69.79
220017	SIMPSON	EDWARD	LARRY	20010326	0.50	169.65	84.82
220017	SIMPSON	EDWARD	LARRY	20010409	0.50	195.35	97.67
220017	SIMPSON	EDWARD	LARRY	20010423	0.50	149.04	74.52
220017	SIMPSON	EDWARD	LARRY	20010507	0.50	155.48	77.74

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
220017	SIMPSON	EDWARD	LARRY	20010521	0.50	109.83	54.91
220017	SIMPSON	EDWARD	LARRY	20010604	0.50	90.42	45.21
220017	SIMPSON	EDWARD	LARRY	20010618	0.50	111.75	55.87
220017	SIMPSON	EDWARD	LARRY	20010702	0.50	125.19	62.59
220017	SIMPSON	EDWARD	LARRY	20010716	0.50	127.12	63.56
220017	SIMPSON	EDWARD	LARRY	20010730	0.50	163.55	81.77
220017	SIMPSON	EDWARD	LARRY	20010813	0.50	157.78	78.89
220017	SIMPSON	EDWARD	LARRY	20010827	0.50	161.76	80.88
220017	SIMPSON	EDWARD	LARRY	20010910	0.50	134.68	67.34
220017	SIMPSON	EDWARD	LARRY	20010924	0.50	133.74	66.87
220017	SIMPSON	EDWARD	LARRY	20011008	0.50	167.91	83.95
220017	SIMPSON	EDWARD	LARRY	20011022	0.50	177.96	88.98
220017	SIMPSON	EDWARD	LARRY	20011105	0.50	138.30	69.15
220017	SIMPSON	EDWARD	LARRY	20011119	0.50	140.19	70.09
220017	SIMPSON	EDWARD	LARRY	20011203	0.50	125.19	62.59
220017	SIMPSON	EDWARD	LARRY	20011217	0.50	145.36	72.68
220017	SIMPSON	EDWARD	LARRY	20011231	0.50	61.78	30.89
220017	SIMPSON	EDWARD	LARRY	20020114	0.50	94.16	47.08
220017	SIMPSON	EDWARD	LARRY	20020128	0.50	110.20	55.10
220017	SIMPSON	EDWARD	LARRY	20020211	0.50	133.70	66.85
220017	SIMPSON	EDWARD	LARRY	20020225	0.50	133.71	66.85
220017	SIMPSON	EDWARD	LARRY	20020311	0.50	132.71	66.35
220017	SIMPSON	EDWARD	LARRY	20020325	0.50	130.28	65.14
220017	SIMPSON	EDWARD	LARRY	20020408	0.50	123.24	61.62
220017	SIMPSON	EDWARD	LARRY	20020422	0.50	135.00	67.50
220017	SIMPSON	EDWARD	LARRY	20020506	0.50	131.21	65.60
220017	SIMPSON	EDWARD	LARRY	20020520	0.50	134.20	67.10
220017	SIMPSON	EDWARD	LARRY	20020603	0.50	144.14	72.07
220017	SIMPSON	EDWARD	LARRY	20020617	0.50	139.94	69.97
220017	SIMPSON	EDWARD	LARRY	20020701	0.50	132.30	66.15
220017	SIMPSON	EDWARD	LARRY	20020715	0.50	118.76	59.38
220017	SIMPSON	EDWARD	LARRY	20020729	0.50	134.59	67.29
220017	SIMPSON	EDWARD	LARRY	20020812	0.50	132.25	66.12
220017	SIMPSON	EDWARD	LARRY	20020826	0.50	132.34	66.17
220017	SIMPSON	EDWARD	LARRY	20020909	0.50	89.24	44.62
218627	SIMPSON	JACKIE		20020506	0.50	5.25	2.62
238270	SIMPSON	TASWAN	O'DELL	20010827	0.50	14.07	7.03
238270	SIMPSON	TASWAN	O'DELL	20010910	0.50	52.14	26.07
238270	SIMPSON	TASWAN	O'DELL	20010924	0.50	52.44	26.22
238270	SIMPSON	TASWAN	O'DELL	20011008	0.50	68.82	34.41
238270	SIMPSON	TASWAN	O'DELL	20011022	0.50	87.62	43.81
238270	SIMPSON	TASWAN	O'DELL	20011105	0.50	94.83	47.41
238270	SIMPSON	TASWAN	O'DELL	20011119	0.50	79.67	39.83
238270	SIMPSON	TASWAN	O'DELL	20011203	0.50	68.19	34.09
238270	SIMPSON	TASWAN	O'DELL	20011217	0.50	81.70	40.85
238270	SIMPSON	TASWAN	O'DELL	20020114	0.50	55.42	27.71
238270	SIMPSON	TASWAN	O'DELL	20020128	0.50	76.73	38.36
238270	SIMPSON	TASWAN	O'DELL	20020211	0.50	84.86	42.43
238270	SIMPSON	TASWAN	O'DELL	20020225	0.50	93.77	46.88
238270	SIMPSON	TASWAN	O'DELL	20020311	0.50	102.26	51.13
238270	SIMPSON	TASWAN	O'DELL	20020325	0.50	92.43	46.21
238270	SIMPSON	TASWAN	O'DELL	20020408	0.50	47.92	23.96
281888	SIMPSON	VIRGIL		20020603	0.50	8.03	4.01
281888	SIMPSON	VIRGIL		20020617	0.50	50.04	25.02

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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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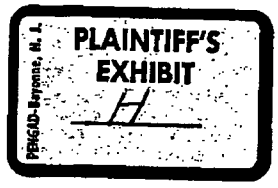

RESUME-3/03
Dr. Joseph J. Benich

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

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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

5828

AMENDMENT TO GRIEVANCE OF DAVID R. SIMS, #278067

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 1238.18 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 R Sims 2/7/06
(Grievant Signature) (Date)

*Attached are Exh. A, 0794; C, 0081,0086; F, 1351; 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
MI 3	SPANN, DERRIAN	254859	C A 35	1	2/4/02	6/16/03
MI 3	SPANN, DERRIAN	254859	S B 43	1	3/10/04	3/12/04
MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

5830

A - 0794
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.

5831

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
254678	SIMS	BRYSON		20011119	0.50	146.00	73.00
254678	SIMS	BRYSON		20011203	0.50	113.20	56.60
278067	SIMS	DAVID	RAY	20020715	0.50	39.55	19.77
278067	SIMS	DAVID	RAY	20020729	0.50	38.38	19.19
278067	SIMS	DAVID	RAY	20020812	0.50	40.82	20.41
278067	SIMS	DAVID	RAY	20020826	0.50	73.78	36.89
278067	SIMS	DAVID	RAY	20020909	0.50	80.88	40.44
278067	SIMS	DAVID	RAY	20020923	0.50	89.34	44.67
278067	SIMS	DAVID	RAY	20021007	0.50	99.96	49.98
278067	SIMS	DAVID	RAY	20021021	0.50	62.47	31.23
278067	SIMS	DAVID	RAY	20021104	0.50	57.08	28.54
278067	SIMS	DAVID	RAY	20021118	0.50	62.11	31.05
278067	SIMS	DAVID	RAY	20021202	0.50	37.84	18.92
278067	SIMS	DAVID	RAY	20021216	0.50	58.63	29.31
278067	SIMS	DAVID	RAY	20021230	0.50	34.94	17.47
278067	SIMS	DAVID	RAY	20030113	0.50	68.28	34.14
278067	SIMS	DAVID	RAY	20030127	0.50	86.45	43.22
278067	SIMS	DAVID	RAY	20030210	0.50	86.25	43.12
278067	SIMS	DAVID	RAY	20030224	0.50	28.25	14.12
278067	SIMS	DAVID	RAY	20030310	0.50	40.23	20.11
278067	SIMS	DAVID	RAY	20030324	0.50	60.00	30.00
278067	SIMS	DAVID	RAY	20030714	0.50	92.94	46.47
263155	SIMS	MICHAEL		20000131	0.35	35.10	12.28
263155	SIMS	MICHAEL		20000131	0.55	7.50	4.12
263155	SIMS	MICHAEL		20000214	0.35	75.00	26.25
263155	SIMS	MICHAEL		20000214	0.80	6.50	5.20
263155	SIMS	MICHAEL		20000214	0.55	2.33	1.28
263155	SIMS	MICHAEL		20000228	0.35	67.32	23.56
263155	SIMS	MICHAEL		20000228	1.05	7.00	7.35
263155	SIMS	MICHAEL		20000313	0.35	73.13	25.59
263155	SIMS	MICHAEL		20000313	0.55	2.61	1.43
263155	SIMS	MICHAEL		20000313	0.55	6.50	3.57
263155	SIMS	MICHAEL		20000327	0.50	75.00	37.50
263155	SIMS	MICHAEL		20000327	0.55	1.87	1.02
263155	SIMS	MICHAEL		20000327	0.80	7.50	6.00
263155	SIMS	MICHAEL		20000410	0.50	75.00	37.50
263155	SIMS	MICHAEL		20000410	0.55	9.15	5.03
263155	SIMS	MICHAEL		20000410	0.80	7.50	6.00
263155	SIMS	MICHAEL		20000424	0.50	69.55	34.77
263155	SIMS	MICHAEL		20000508	0.50	57.55	28.77
156097	SINGLETON	JOHN	F.	20000228	0.50	28.25	14.12
156097	SINGLETON	JOHN	F.	20000228	0.55	7.50	4.12
156097	SINGLETON	JOHN	F.	20000228	1.05	7.50	7.87
156097	SINGLETON	JOHN	F.	20000313	0.50	73.23	36.61
156097	SINGLETON	JOHN	F.	20000313	0.55	6.50	3.57
156097	SINGLETON	JOHN	F.	20000327	0.50	75.00	37.50
156097	SINGLETON	JOHN	F.	20000327	0.55	8.82	4.85
156097	SINGLETON	JOHN	F.	20000327	0.80	7.50	6.00
156097	SINGLETON	JOHN	F.	20000410	0.50	75.00	37.50
156097	SINGLETON	JOHN	F.	20000410	0.55	13.60	7.48
156097	SINGLETON	JOHN	F.	20000410	0.80	15.00	12.00
156097	SINGLETON	JOHN	F.	20000424	0.50	69.63	34.81
156097	SINGLETON	JOHN	F.	20000508	0.50	75.00	37.50
156097	SINGLETON	JOHN	F.	20000508	0.80	14.55	11.64

5833

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.

5834

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

5-836

AMENDMENT TO GRIEVANCE OF JONATHAN SINGLETON, #287670

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

Jonathan Singleton 2-7-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0794; C, 0081,0086; F, 1352; 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
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	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
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	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
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	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
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MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

5838

A - 0794
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:

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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.

5839

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
156097	SINGLETON	JOHN	F.	20000522	0.50	67.50	33.75
156097	SINGLETON	JOHN	F.	20000522	0.55	27.17	14.94
156097	SINGLETON	JOHN	F.	20000522	0.25	21.67	5.41
156097	SINGLETON	JOHN	F.	20000605	0.50	67.50	33.75
156097	SINGLETON	JOHN	F.	20000605	0.55	33.37	18.35
156097	SINGLETON	JOHN	F.	20000605	0.25	14.17	3.54
156097	SINGLETON	JOHN	F.	20000605	0.55	10.00	5.50
287670	SINGLETON	JONATHAN	O	20030728	0.50	51.04	25.52
287670	SINGLETON	JONATHAN	O	20030728	0.50	55.52	27.76
287670	SINGLETON	JONATHAN	O	20030811	0.50	41.85	20.92
287670	SINGLETON	JONATHAN	O	20030825	0.50	52.15	26.07
287670	SINGLETON	JONATHAN	O	20030908	0.50	58.93	29.46
287670	SINGLETON	JONATHAN	O	20030922	0.50	60.88	30.44
196139	SINKLER	ISAAC		20011022	0.50	46.75	23.37
196139	SINKLER	ISAAC		20011105	0.50	50.58	25.29
196139	SINKLER	ISAAC		20011119	0.50	58.84	29.42
196139	SINKLER	ISAAC		20011203	0.50	57.83	28.91
196139	SINKLER	ISAAC		20011217	0.50	68.95	34.47
196139	SINKLER	ISAAC		20020114	0.50	51.13	25.56
219966	SMALLS	BENJAMIN		20000228	0.50	31.47	15.73
219966	SMALLS	BENJAMIN		20000228	0.55	7.50	4.12
219966	SMALLS	BENJAMIN		20000228	1.05	7.50	7.87
219966	SMALLS	BENJAMIN		20000313	0.50	75.00	37.50
219966	SMALLS	BENJAMIN		20000313	0.55	1.82	1.00
219966	SMALLS	BENJAMIN		20000313	0.55	6.50	3.57
219966	SMALLS	BENJAMIN		20000327	0.50	75.00	37.50
219966	SMALLS	BENJAMIN		20000327	0.55	18.77	10.32
219966	SMALLS	BENJAMIN		20000327	0.80	7.50	6.00
219966	SMALLS	BENJAMIN		20000410	0.50	75.00	37.50
219966	SMALLS	BENJAMIN		20000410	0.55	22.08	12.14
219966	SMALLS	BENJAMIN		20000410	0.80	15.00	12.00
219966	SMALLS	BENJAMIN		20000424	0.50	75.00	37.50
219966	SMALLS	BENJAMIN		20000424	0.55	33.35	18.34
219966	SMALLS	BENJAMIN		20000424	0.25	7.00	1.75
219966	SMALLS	BENJAMIN		20000508	0.50	75.00	37.50
219966	SMALLS	BENJAMIN		20000508	0.55	38.90	21.39
219966	SMALLS	BENJAMIN		20000508	0.25	14.41	3.60
219966	SMALLS	BENJAMIN		20000522	0.50	67.50	33.75
219966	SMALLS	BENJAMIN		20000522	0.55	51.12	28.11
219966	SMALLS	BENJAMIN		20000522	0.25	15.00	3.75
219966	SMALLS	BENJAMIN		20000605	0.50	67.50	33.75
219966	SMALLS	BENJAMIN		20000605	0.55	39.35	21.64
219966	SMALLS	BENJAMIN		20000605	0.25	14.20	3.55
219966	SMALLS	BENJAMIN		20000703	0.50	60.00	30.00
219966	SMALLS	BENJAMIN		20000703	0.55	33.00	18.15
219966	SMALLS	BENJAMIN		20000703	0.35	4.68	1.63
219966	SMALLS	BENJAMIN		20000703	0.25	18.55	4.63
219966	SMALLS	BENJAMIN		20000717	0.50	80.41	40.20
219966	SMALLS	BENJAMIN		20000717	0.55	25.78	14.17
219966	SMALLS	BENJAMIN		20000731	0.50	137.61	68.80
219966	SMALLS	BENJAMIN		20000814	0.50	71.16	35.58
219966	SMALLS	BENJAMIN		20000828	0.50	84.70	42.35
219966	SMALLS	BENJAMIN		20000911	0.50	69.06	34.53
219966	SMALLS	BENJAMIN		20000925	0.50	125.67	62.83

5841

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

5844

AMENDMENT TO GRIEVANCE OF TIMOTHY SMITH, #296539

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

_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0794; C, 0081,0086; F, 1357; 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
MI 3	SPANN, DERRIAN	254859	C A 35	1	2/4/02	6/16/03
MI 3	SPANN, DERRIAN	254859	S B 43	1	3/10/04	3/12/04
MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

5846

A - 0794
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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00026

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
199324	SMITH	ROBERT	D.	20020114	0.50	83.56	41.78
199324	SMITH	ROBERT	D.	20020128	0.50	67.58	33.79
199324	SMITH	ROBERT	D.	20020211	0.50	111.91	55.95
199324	SMITH	ROBERT	D.	20020225	0.50	57.88	28.94
199324	SMITH	ROBERT	D.	20020311	0.50	71.56	35.78
199324	SMITH	ROBERT	D.	20020325	0.50	55.79	27.89
199324	SMITH	ROBERT	D.	20020408	0.50	111.20	55.60
199324	SMITH	ROBERT	D.	20020422	0.50	112.18	56.09
199324	SMITH	ROBERT	D.	20020506	0.50	62.04	31.02
199324	SMITH	ROBERT	D.	20020520	0.50	69.81	34.90
199324	SMITH	ROBERT	D.	20020603	0.50	37.60	18.80
199324	SMITH	ROBERT	D.	20030127	0.50	15.06	7.53
199324	SMITH	ROBERT	D.	20030210	0.50	44.58	22.29
199324	SMITH	ROBERT	D.	20030224	0.50	39.97	19.98
199324	SMITH	ROBERT	D.	20030310	0.50	38.26	19.13
199324	SMITH	ROBERT	D.	20030324	0.50	49.35	24.67
199324	SMITH	ROBERT	D.	20030407	0.50	31.00	15.50
199324	SMITH	ROBERT	D.	20030714	0.50	5.25	2.62
296539	SMITH	TIMOTHY	A.	20040405	0.50	17.64	8.82
296539	SMITH	TIMOTHY	A.	20040419	0.50	45.45	22.72
296539	SMITH	TIMOTHY	A.	20040503	0.50	44.86	22.43
296539	SMITH	TIMOTHY	A.	20040517	0.50	46.81	23.40
296539	SMITH	TIMOTHY	A.	20040531	0.50	56.01	28.00
234775	SMOOT	LEROY		20010409	0.50	35.81	17.90
234775	SMOOT	LEROY		20010409	0.50	52.09	26.04
234775	SMOOT	LEROY		20010423	0.50	83.78	41.89
234775	SMOOT	LEROY		20010507	0.50	96.70	48.35
234775	SMOOT	LEROY		20010521	0.50	89.97	44.98
234775	SMOOT	LEROY		20010604	0.50	41.54	20.77
234775	SMOOT	LEROY		20010618	0.50	47.17	23.58
234775	SMOOT	LEROY		20010702	0.50	82.60	41.30
234775	SMOOT	LEROY		20010716	0.50	67.02	33.51
234775	SMOOT	LEROY		20010730	0.50	37.93	18.96
234775	SMOOT	LEROY		20010813	0.50	43.23	21.61
234775	SMOOT	LEROY		20010827	0.50	47.61	23.80
234775	SMOOT	LEROY		20010910	0.50	91.02	45.51
234775	SMOOT	LEROY		20010924	0.50	109.61	54.80
234775	SMOOT	LEROY		20011008	0.50	126.72	63.36
234775	SMOOT	LEROY		20011022	0.50	119.13	59.56
234775	SMOOT	LEROY		20011105	0.50	56.00	28.00
234775	SMOOT	LEROY		20011119	0.50	110.97	55.48
234775	SMOOT	LEROY		20011203	0.50	87.25	43.62
234775	SMOOT	LEROY		20011217	0.50	68.95	34.47
234775	SMOOT	LEROY		20020114	0.50	78.19	39.09
234775	SMOOT	LEROY		20020128	0.50	118.72	59.36
234775	SMOOT	LEROY		20020211	0.50	105.65	52.82
234775	SMOOT	LEROY		20020225	0.50	118.23	59.11
234775	SMOOT	LEROY		20020311	0.50	89.51	44.75
234775	SMOOT	LEROY		20020325	0.50	64.62	32.31
234775	SMOOT	LEROY		20020408	0.50	108.60	54.30
234775	SMOOT	LEROY		20020422	0.50	123.85	61.92
234775	SMOOT	LEROY		20020506	0.50	144.19	72.09
234775	SMOOT	LEROY		20020520	0.50	130.43	65.21
234775	SMOOT	LEROY		20020603	0.50	114.24	57.12

5849

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

5851

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

5852

AMENDMENT TO GRIEVANCE OF JEFF SPEARS, #281697

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 110.52 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, 0794; C, 0081,0086; F, 1359; 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
	SIERRA, ANGEL	246717	C 0	1	11/29/99	4/24/00
	SILVIS, RICHARD	275273	E B 32	1	7/10/01	7/17/01
	SIMMONS, ALBERT	272982	E A 28	1	9/25/01	10/29/01
MI 3	SIMMONS, ARCHIE	161419	C B 46	2	3/14/00	11/4/02
	SIMMONS, CHRIS	276081	E A 31	1	7/27/01	9/17/01
MI 2	SIMMONS, DETRICK	197509	C B 37	1	3/15/00	5/2/03
MI 2	SIMMONS, DETRICK	197509	C B 37	1	12/23/03	6/24/04
MI 3	SIMMONS, KENNETH	278911	S A 37	1	7/3/02	6/24/04
	SIMMONS, KEVIN	273253	C B 14	1	7/26/01	2/21/02
	SIMMONS, LAVARRIO	270191	C A 28	1	3/8/01	8/16/01
	SIMMONS, RICHARD	177760	M X 0	2	7/28/00	8/24/01
MI 3	SIMMONS, RONALD	267937	C B 14	1	7/19/01	6/26/03
MI 3	SIMMONS, STEPHONE	300422	C A 17	1	4/16/04	6/24/04
MI 3	SIMMONS, T	257560	C A 0	0		10/25/99
MI 2	SIMPSON, EDWARDS	220017	C B 52	1	8/11/99	9/3/02
	SIMPSON, JACKIE	218627	S A 29	2	4/11/02	4/19/02
MI 3	SIMPSON, JACKIE	218627	W D277	3	7/8/03	10/27/03
MI 3	SIMPSON, VIRGIL	281888	C A 17	1	5/29/02	5/7/03
MI 3	SIMPSON, VIRGIL	281888	C A 53	1	5/29/02	4/7/04
	SIMPSONS, TASWAN	238270	S B 52	1	8/17/01	4/5/02
	SIMS, BRYSON	254678	M X 0	2	1/6/00	12/18/01
MI 3	SIMS, DAVID	278067	C A 29	1	6/19/02	1/20/04
	SIMS, MICHAEL	263155	C 0	1	11/4/99	5/2/00
	SINGLETON, JOHN	156097	C A 12	1	2/15/00	6/13/00
MI 3	SINGLETON, JONATHAN	287670	C B 26	1	6/26/03	9/18/03
	SINKLER, ISAAC	196139	E A 15	1	9/25/01	1/14/02
	SMALLS, BENJAMIN	219966	S B 12	1	2/15/00	2/13/01
	SMITH, AARON	259712	C 0	1	8/6/99	1/5/00
MI 2	SMITH, ANTHONY	294015	C A 35	1	3/10/04	3/16/04
	SMITH, GERALD	281415	A B 5	1	5/13/02	6/25/02
	SMITH, JAMES	248821	C B 7	1	8/14/00	9/29/00
	SMITH, JEREMY	215272	C A 47	1	5/21/01	2/28/02
	SMITH, JOE	161281	S A 26	2	8/30/01	11/30/01
	SMITH, JONATHAN	270764	E A 27	1	2/16/01	3/8/01
	SMITH, KEVIN	272440	C B 52	2	2/19/01	11/8/01
MI 3	SMITH, KEVIN	272440	C A 36	1	11/8/02	5/2/03
MI 2	SMITH, LARRY	241178	C A 62	1	10/13/00	12/4/03
MI 3	SMITH, ROBERT	199324	S B 18	1	1/21/03	6/27/03
MI 3	SMITH, ROBERT G.	246106	E A 24	3		3/17/04
MI 3	SMITH, TIMOTHY	296539	C A 6	1	3/29/04	6/24/04
MI 2	SMOOT, LEROY	234775	S B 25	1	2/23/01	9/6/02
	SNOW, DARYL	232890	C B 47	1	5/29/01	11/14/01
MI 3	SPANN, DERRIAN	254859	C A 35	1	2/4/02	6/16/03
MI 3	SPANN, DERRIAN	254859	S B 43	1	3/10/04	3/12/04
MI 3	SPEARS, JEFFERY	281697	C B 30	1	4/28/04	6/24/04
	STALEY, GENE	211893	C B 41	1	1/10/00	4/27/01

PLAINTIFF'S EXHIBIT A

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A - 0794
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

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
254859	SPANN	DERRIAN	LATROYCE	20030616	0.50	124.30	62.15
254859	SPANN	DERRIAN	LATROYCE	20030630	0.50	7.84	3.92
254859	SPANN	DERRIAN	LATROYCE	20031103	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20031117	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20031201	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20031215	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20031229	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20040112	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20040126	0.50	17.50	8.75
254859	SPANN	DERRIAN	LATROYCE	20040322	0.50	4.56	2.28
281697	SPEARS	JEFFREY	ALLEN	20040503	0.50	17.50	8.75
281697	SPEARS	JEFFREY	ALLEN	20040517	0.50	58.40	29.20
281697	SPEARS	JEFFREY	ALLEN	20040531	0.50	34.62	17.31
211893	STALEY	GENE		20000117	0.35	35.23	12.33
211893	STALEY	GENE		20000117	0.55	0.57	0.31
211893	STALEY	GENE		20000131	0.35	63.57	22.24
211893	STALEY	GENE		20000214	0.35	73.30	25.65
211893	STALEY	GENE		20000214	0.55	5.50	3.02
211893	STALEY	GENE		20000228	0.35	65.53	22.93
211893	STALEY	GENE		20000313	0.50	73.78	36.89
211893	STALEY	GENE		20000327	0.50	74.73	37.36
211893	STALEY	GENE		20000410	0.50	74.80	37.40
211893	STALEY	GENE		20000424	0.50	74.83	37.41
211893	STALEY	GENE		20000508	0.50	75.00	37.50
211893	STALEY	GENE		20000508	0.55	2.00	1.10
211893	STALEY	GENE		20000522	0.50	67.50	33.75
211893	STALEY	GENE		20000522	0.55	2.02	1.11
211893	STALEY	GENE		20000605	0.50	67.50	33.75
211893	STALEY	GENE		20000605	0.55	6.13	3.37
211893	STALEY	GENE		20000703	0.50	60.00	30.00
211893	STALEY	GENE		20000703	0.55	10.25	5.63
211893	STALEY	GENE		20000703	0.35	4.72	1.65
211893	STALEY	GENE		20000717	0.50	67.67	33.83
211893	STALEY	GENE		20000731	0.50	74.77	37.38
211893	STALEY	GENE		20000814	0.50	93.22	46.61
211893	STALEY	GENE		20000828	0.50	100.77	50.38
211893	STALEY	GENE		20000911	0.50	90.50	45.25
211893	STALEY	GENE		20000925	0.50	95.92	47.96
211893	STALEY	GENE		20001009	0.50	96.69	48.34
211893	STALEY	GENE		20001023	0.50	96.37	48.18
211893	STALEY	GENE		20001106	0.50	93.14	46.57
211893	STALEY	GENE		20001120	0.50	87.75	43.87
211893	STALEY	GENE		20001204	0.50	61.30	30.65
211893	STALEY	GENE		20001218	0.50	132.09	66.04
211893	STALEY	GENE		20010101	0.50	47.94	23.97
211893	STALEY	GENE		20010115	0.50	51.05	25.52
211893	STALEY	GENE		20010129	0.50	94.02	47.01
211893	STALEY	GENE		20010212	0.50	5.62	2.81
211893	STALEY	GENE		20010226	0.50	54.51	27.25
211893	STALEY	GENE		20010312	0.50	140.26	70.13
211893	STALEY	GENE		20010326	0.50	109.61	54.80
211893	STALEY	GENE		20010409	0.50	127.91	63.95
211893	STALEY	GENE		20010423	0.50	129.38	64.69
211893	STALEY	GENE		20010507	0.50	65.25	32.62

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PERSAD-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.

5858

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

5860

AMENDMENT TO GRIEVANCE OF WILLIAM THOMAS, #272501

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 4375.53 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.

William L. Thomas 2-6-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0795; C, 0081,0086; F, 1375; 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
	STEELE, CHRISTOPHER	241447	S B 53	1	7/12/02	8/15/02
MI 3	STEPHENS, BRIAN	131066	C B 63	1	1/18/02	2/20/03
	STEVENS, JEFFREY	167227	S A 34	1	11/3/00	2/1/01
	STEVENS, VERNON	246800	C B 45	1	6/6/00	11/13/01
	STEVENSON, COLIN	272245	S B 33	2	12/15/00	4/10/02
MI 3	STEVENSON, MARVIN	210502	C B 36	1	5/31/00	6/26/03
MI 3	STEWART, ALVIN	278595	C A 57	1	10/24/01	6/24/04
	STEWART, RICKY	269015	C A 1	1	10/18/00	3/5/01
MI 3	STINSON, JEFF	260047	C A 9	1	9/21/99	6/24/04
MI 3	STOGNER, CHRISTOPHER	273665	E A 30	1	6/11/04	6/14/04
	STONE, MENDELL	283376	S A 29	1	5/29/02	7/12/02
MI 3	STROUSE, R	260048	C A 0	0		10/25/99
MI 3	SULLIVAN, BUDDY	298225	E B 55	3		3/17/04
MI 1B	SULLIVAN, MICHAEL	265327	C B 49	1	6/6/00	1/16/04
	SULLIVAN, WARREN	240015	C 0	1	2/15/00	5/12/00
	SUMMERS, JAMES	241133	C B 52	1	3/27/00	4/24/01
	SUMPTER, MERVIN	271271	C A 30	1	1/12/01	2/21/02
	SUMTER, JOHN	262545	C B 26	1	4/6/01	6/27/01
	SUTTON, RANDY	240637	M 0	1	1/6/00	4/3/00
	SWEAT, CHARLES	231115	A A 17	1	9/30/99	2/22/00
	TARTER, MARK	281878	A A 33	0	4/17/02	5/13/02
MI 2	TATOM, DAVID	287658	C B 28	1	6/26/03	11/6/03
	TAYLOR, SYDNEY	235995	C A 9	2	7/1/99	8/8/02
MI 2	TEVIS, JEFFREY R	216442	C B 27	1	4/22/04	6/24/04
	THEODORE, ANTONIO	276366	E B 2	2	8/24/01	9/18/01
	THOMAS, CHAUNCEY	244243	C A 28	2	6/12/01	2/1/02
	THOMAS, CLIFFORD	139956	C A 10	1	8/11/99	11/13/00
	THOMAS, DERRICK	259051	C B 47	1	6/6/00	3/28/01
MI 3	THOMAS, WILLIAM	272501	C A 32	1	10/29/01	6/1/03
MI 3	THOMAS, WILLIAM L.	272501	C A 15	1	5/27/04	6/3/04
MI 1B	THOMPSON, CURTIS	266448	C A 54	1	10/13/00	5/2/03
MI 1B	THOMPSON, CURTIS	266448	C A 54	1	12/16/03	6/24/04
	THOMPSON, GARY	269401	C A 20	1	10/16/00	2/8/01
MO 1E	THOMPSON, JOE	278849	C A 28	2	11/26/01	9/5/02
	THOMPSON, PAUL	280785	C A 26	1	1/18/02	8/12/02
	THOMPSON, SAMMIE	269035	A A 25	1	10/16/00	12/11/01
	THRIFT, MARK	198706	C B 16	3	10/22/01	10/23/01
	TIMBERLAKE, WESLEY	229756	E A 30	2	6/7/01	6/19/01
	TIMMONS, D'ANGELO	272523	S A 58	1	9/4/01	10/12/01
MI 3	TINO, JAMES	145030	C B 58	1	7/18/02	5/2/03
	TONEY, DAVID	231620	MX 0	1	3/15/00	12/11/01
	TONEY, RICKFORD	215019	C B 61	1	3/29/00	12/4/01
	TOWNSEND, CLAUDIS	238349	E A 26	1	10/13/00	11/21/00
	TRAN, TRIN	255695	MX 0	2	7/21/00	11/30/00
	TROTTER, RANDY	268936	C B 61	1	10/16/00	3/5/01
	TROUGHT, MARLON	257675	C 0	1	2/15/00	5/8/00

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PLAINTIFF'S EXHIBIT A

A - 0795
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
259051	THOMAS	DERRICK	L.	20010101	0.50	36.57	18.28
259051	THOMAS	DERRICK	L.	20010115	0.50	90.86	45.43
259051	THOMAS	DERRICK	L.	20010129	0.50	93.33	46.66
259051	THOMAS	DERRICK	L.	20010212	0.50	67.70	33.85
259051	THOMAS	DERRICK	L.	20010226	0.50	106.01	53.00
259051	THOMAS	DERRICK	L.	20010312	0.50	88.18	44.09
259051	THOMAS	DERRICK	L.	20010326	0.50	61.03	30.51
259051	THOMAS	DERRICK	L.	20010409	0.50	14.59	7.29
272501	THOMAS	WILLIAM	LEON	20020114	0.50	47.00	23.50
272501	THOMAS	WILLIAM	LEON	20020128	0.50	70.25	35.12
272501	THOMAS	WILLIAM	LEON	20020211	0.50	80.08	40.04
272501	THOMAS	WILLIAM	LEON	20020225	0.50	82.42	41.21
272501	THOMAS	WILLIAM	LEON	20020311	0.50	90.00	45.00
272501	THOMAS	WILLIAM	LEON	20020325	0.50	81.88	40.94
272501	THOMAS	WILLIAM	LEON	20020408	0.50	72.00	36.00
272501	THOMAS	WILLIAM	LEON	20020422	0.50	82.56	41.28
272501	THOMAS	WILLIAM	LEON	20020506	0.50	105.44	52.72
272501	THOMAS	WILLIAM	LEON	20020520	0.50	143.69	71.84
272501	THOMAS	WILLIAM	LEON	20020603	0.50	103.62	51.81
272501	THOMAS	WILLIAM	LEON	20020617	0.50	123.05	61.52
272501	THOMAS	WILLIAM	LEON	20020701	0.50	109.21	54.60
272501	THOMAS	WILLIAM	LEON	20020715	0.50	92.36	46.18
272501	THOMAS	WILLIAM	LEON	20020729	0.50	61.08	30.54
272501	THOMAS	WILLIAM	LEON	20020812	0.50	130.43	65.21
272501	THOMAS	WILLIAM	LEON	20020826	0.50	148.01	74.00
272501	THOMAS	WILLIAM	LEON	20020909	0.50	131.60	65.80
272501	THOMAS	WILLIAM	LEON	20020923	0.50	134.25	67.12
272501	THOMAS	WILLIAM	LEON	20021007	0.50	163.85	81.92
272501	THOMAS	WILLIAM	LEON	20021021	0.50	125.04	62.52
272501	THOMAS	WILLIAM	LEON	20021104	0.50	124.51	62.25
272501	THOMAS	WILLIAM	LEON	20021118	0.50	142.19	71.09
272501	THOMAS	WILLIAM	LEON	20021202	0.50	128.88	64.44
272501	THOMAS	WILLIAM	LEON	20021216	0.50	137.30	68.65
272501	THOMAS	WILLIAM	LEON	20021230	0.50	80.03	40.01
272501	THOMAS	WILLIAM	LEON	20030113	0.50	88.35	44.17
272501	THOMAS	WILLIAM	LEON	20030127	0.50	117.19	58.59
272501	THOMAS	WILLIAM	LEON	20030210	0.50	113.11	56.55
272501	THOMAS	WILLIAM	LEON	20030224	0.50	116.15	58.07
272501	THOMAS	WILLIAM	LEON	20030310	0.50	107.16	53.58
272501	THOMAS	WILLIAM	LEON	20030324	0.50	124.79	62.39
272501	THOMAS	WILLIAM	LEON	20030407	0.50	96.48	48.24
272501	THOMAS	WILLIAM	LEON	20030421	0.50	103.68	51.84
272501	THOMAS	WILLIAM	LEON	20030505	0.50	95.04	47.52
272501	THOMAS	WILLIAM	LEON	20030519	0.50	151.64	75.82
272501	THOMAS	WILLIAM	LEON	20030602	0.50	114.72	57.36
272501	THOMAS	WILLIAM	LEON	20040531	0.50	17.50	8.75
272501	THOMAS	WILLIAM	LEON	20040531	0.50	41.76	20.88
272501	THOMAS	WILLIAM	LEON	20040531	0.50	142.50	71.25
272501	THOMAS	WILLIAM	LEON	20040531	0.50	154.73	77.36
266448	THOMPSON	CURTIS	JEROME	20001023	0.50	24.37	12.18
266448	THOMPSON	CURTIS	JEROME	20001106	0.50	51.01	25.50
266448	THOMPSON	CURTIS	JEROME	20001120	0.50	54.67	27.33
266448	THOMPSON	CURTIS	JEROME	20001204	0.50	34.30	17.15
266448	THOMPSON	CURTIS	JEROME	20001218	0.50	73.95	36.97

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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

5868

AMENDMENT TO GRIEVANCE OF CURTIS THOMPSON, #266448

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; 274.67 hours in 2000 at $10.66 per hour; 1012.36 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5366.59 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, 0795; C, 0081,0086; F, 1375-1377; 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
266448	THOMPSON	CURTIS	JEROME	20030210	0.50	114.66	57.33
266448	THOMPSON	CURTIS	JEROME	20030224	0.50	93.87	46.93
266448	THOMPSON	CURTIS	JEROME	20030310	0.50	112.50	56.25
266448	THOMPSON	CURTIS	JEROME	20030324	0.50	88.96	44.48
266448	THOMPSON	CURTIS	JEROME	20030407	0.50	82.39	41.19
266448	THOMPSON	CURTIS	JEROME	20030421	0.50	116.32	58.16
266448	THOMPSON	CURTIS	JEROME	20030505	0.50	65.79	32.89
266448	THOMPSON	CURTIS	JEROME	20031229	0.50	39.11	19.55
266448	THOMPSON	CURTIS	JEROME	20040112	0.50	26.86	13.43
266448	THOMPSON	CURTIS	JEROME	20040126	0.50	37.84	18.92
266448	THOMPSON	CURTIS	JEROME	20040209	0.50	36.88	18.44
266448	THOMPSON	CURTIS	JEROME	20040223	0.50	65.93	32.96
266448	THOMPSON	CURTIS	JEROME	20040308	0.50	52.47	26.23
266448	THOMPSON	CURTIS	JEROME	20040322	0.50	76.25	38.12
266448	THOMPSON	CURTIS	JEROME	20040405	0.50	67.48	33.74
266448	THOMPSON	CURTIS	JEROME	20040419	0.50	71.76	35.88
266448	THOMPSON	CURTIS	JEROME	20040503	0.50	75.12	37.56
266448	THOMPSON	CURTIS	JEROME	20040517	0.50	59.60	29.80
266448	THOMPSON	CURTIS	JEROME	20040531	0.50	58.88	29.44
269401	THOMPSON	GARY	RAY	20001023	0.50	27.07	13.53
269401	THOMPSON	GARY	RAY	20001106	0.50	113.41	56.70
269401	THOMPSON	GARY	RAY	20001120	0.50	50.20	25.10
269401	THOMPSON	GARY	RAY	20001204	0.50	50.66	25.33
269401	THOMPSON	GARY	RAY	20001204	0.25	6.88	1.72
269401	THOMPSON	GARY	RAY	20001218	0.50	97.62	48.81
269401	THOMPSON	GARY	RAY	20010101	0.50	36.74	18.37
269401	THOMPSON	GARY	RAY	20010115	0.50	7.50	3.75
269401	THOMPSON	GARY	RAY	20010115	0.50	53.33	26.66
269401	THOMPSON	GARY	RAY	20010129	0.50	63.95	31.97
269401	THOMPSON	GARY	RAY	20010212	0.50	29.73	14.86
278849	THOMPSON	JOE		20020114	0.50	34.69	17.34
278849	THOMPSON	JOE		20020128	0.50	32.85	16.42
278849	THOMPSON	JOE		20020211	0.50	75.00	37.50
278849	THOMPSON	JOE		20020225	0.50	79.50	39.75
278849	THOMPSON	JOE		20020311	0.50	86.66	43.33
278849	THOMPSON	JOE		20020325	0.50	86.25	43.12
278849	THOMPSON	JOE		20020408	0.50	81.00	40.50
278849	THOMPSON	JOE		20020422	0.50	90.00	45.00
278849	THOMPSON	JOE		20020506	0.50	82.80	41.40
278849	THOMPSON	JOE		20020520	0.50	36.75	18.37
278849	THOMPSON	JOE		20020603	0.50	92.33	46.16
278849	THOMPSON	JOE		20020617	0.50	127.50	63.75
278849	THOMPSON	JOE		20020701	0.50	127.50	63.75
278849	THOMPSON	JOE		20020715	0.50	98.63	49.31
278849	THOMPSON	JOE		20020729	0.50	111.35	55.67
278849	THOMPSON	JOE		20020812	0.50	114.75	57.37
278849	THOMPSON	JOE		20020826	0.50	121.86	60.93
278849	THOMPSON	JOE		20020909	0.50	89.47	44.73
280785	THOMPSON	PAUL		20020325	0.50	60.52	30.26
280785	THOMPSON	PAUL		20020325	0.50	42.69	21.34
280785	THOMPSON	PAUL		20020408	0.50	40.96	20.48
280785	THOMPSON	PAUL		20020422	0.50	41.81	20.90
280785	THOMPSON	PAUL		20020506	0.50	75.38	37.69
280785	THOMPSON	PAUL		20020520	0.50	79.09	39.54

AMENDMENT TO GRIEVANCE OF JAMES TINO, #145030

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 1442.89 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

James Tino 145030 (Grievant Signature) 2/3/06 (Date)

* Attached are Exh. A, 0795; C, 0081,0086; F, 1378-1379; 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
	STEELE, CHRISTOPHER	241447	S B 53	1	7/12/02	8/15/02
MI 3	STEPHENS, BRIAN	131066	C B 63	1	1/18/02	2/20/03
	STEVENS, JEFFREY	167227	S A 34	1	11/3/00	2/1/01
	STEVENS, VERNON	246800	C B 45	1	6/6/00	11/13/01
	STEVENSON, COLIN	272245	S B 33	2	12/15/00	4/10/02
MI 3	STEVENSON, MARVIN	210502	C B 36	1	5/31/00	6/26/03
MI 3	STEWART, ALVIN	278595	C A 57	1	10/24/01	6/24/04
	STEWART, RICKY	269015	C A 1	1	10/18/00	3/5/01
MI 3	STINSON, JEFF	260047	C A 9	1	9/21/99	6/24/04
MI 3	STOGNER, CHRISTOPHER	273665	E A 30	1	6/11/04	6/14/04
	STONE, MENDELL	283376	S A 29	1	5/29/02	7/12/02
MI 3	STROUSE, R	260048	C A 0	0		10/25/99
MI 3	SULLIVAN, BUDDY	298225	E B 55	3		3/17/04
MI 1B	SULLIVAN, MICHAEL	265327	C B 49	1	6/6/00	1/16/04
	SULLIVAN, WARREN	240015	C 0	1	2/15/00	5/12/00
	SUMMERS, JAMES	241133	C B 52	1	3/27/00	4/24/01
	SUMPTER, MERVIN	271271	C A 30	1	1/12/01	2/21/02
	SUMTER, JOHN	262545	C B 26	1	4/6/01	6/27/01
	SUTTON, RANDY	240637	M 0	1	1/6/00	4/3/00
	SWEAT, CHARLES	231115	A A 17	1	9/30/99	2/22/00
	TARTER, MARK	281878	A A 33	0	4/17/02	5/13/02
MI 2	TATOM, DAVID	287658	C B 28	1	6/26/03	11/6/03
	TAYLOR, SYDNEY	235995	C A 9	2	7/1/99	8/8/02
MI 2	TEVIS, JEFFREY R.	216442	C B 27	1	4/22/04	6/24/04
	THEODORE, ANTONIO	276366	E B 2	2	8/24/01	9/18/01
	THOMAS, CHAUNCEY	244243	C A 28	2	6/12/01	2/1/02
	THOMAS, CLIFFORD	139956	C A 10	1	8/11/99	11/13/00
	THOMAS, DERRICK	259051	C B 47	1	6/6/00	3/28/01
MI 3	THOMAS, WILLIAM	272501	C A 32	1	10/29/01	6/1/03
MI 3	THOMAS, WILLIAM L.	272501	C A 15	1	5/27/04	6/3/04
MI 1B	THOMPSON, CURTIS	266448	C A 54	1	10/13/00	5/2/03
MI 1B	THOMPSON, CURTIS	266448	C A 54	1	12/16/03	6/24/04
	THOMPSON, GARY	269401	C A 20	1	10/16/00	2/8/01
MO 1E	THOMPSON, JOE	278849	C A 28	2	11/26/01	9/5/02
	THOMPSON, PAUL	280785	C A 26	1	1/18/02	8/12/02
	THOMPSON, SAMMIE	269035	A A 25	1	10/16/00	12/11/01
	THRIFT, MARK	198706	C B 16	3	10/22/01	10/23/01
	TIMBERLAKE, WESLEY	229756	E A 30	2	6/7/01	6/19/01
	TIMMONS, D'ANGELO	272523	S A 58	1	9/4/01	10/12/01
MI 3	TINO, JAMES	145030	C B 58	1	7/18/02	5/2/03
	TONEY, DAVID	231620	MX 0	1	3/15/00	12/11/01
	TONEY, RICKFORD	215019	C B 61	1	3/29/00	12/4/01
	TOWNSEND, CLAUDIS	238349	E A 26	1	10/13/00	11/21/00
	TRAN, TRIN	255695	MX 0	2	7/21/00	11/30/00
	TROTTER, RANDY	268936	C B 61	1	10/16/00	3/5/01
	TROUGHT, MARLON	257675	C 0	1	2/15/00	5/8/00

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PLAINTIFF'S EXHIBIT A

A - 0795
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

PENCAD-Bayonne, N.J.

A - 0086
June 2004

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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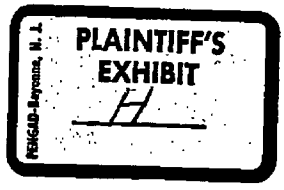

RESUME-3/03
Dr. Joseph J. Benich

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

5877

AMENDMENT TO GRIEVANCE OF JAMES TRUMPER, #247429

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 2417.09 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) 2-4-06 (Date)

* Attached are Exh. A, 0796; C, 0081,0086; F, 1381-1382; 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	TRUMPER,JR. JAMES	247429	C A 60	1	4/16/02	6/26/03
	TUCKER, CLINTON	250034	C B 25	1	4/16/01	8/8/02
	TUCKER, WALKER	155569	M X 0	2	1/6/00	11/9/01
	TURNER, JOEL	247816	C A 29	2	4/24/02	7/29/02
	TUTOR, THOMAS	271189	C A 14	1	2/23/01	5/8/02
	TWITTY, IRVING	270014	C B 23	1	6/12/01	9/7/01
	VARGAS, RICHARD	258788	S B 3	1	1/17/02	2/19/02
	VARN, JAMES	270672	E A 22	2	7/23/01	8/7/01
	VARNER, WALTER	249997	E A 33	1	10/13/00	11/7/00
	VEREEN, KIRK	156086	C B 57	2	10/1/99	7/6/01
MI 2	VEREEN, RODNEY	276373	C A 21	1	2/6/04	2/25/04
MI 2	VEREEN, RODNEY	276373	C A 21	1	7/30/01	5/2/03
MI 2	VEREEN, STEPHEN	278586	C A 26	1	4/5/02	11/10/03
	VERNON, JEROME	218574	C B 11	1	6/27/00	8/16/00
	VICTOR, WILLIAM	197756	A B 51	1	10/11/02	10/14/02
	VINCENT, ROMAN	166965	E B 21	2	7/23/01	8/1/01
	VOTEE, JULIAN	235377	C A 35	2	2/28/00	6/27/00
	WADE, RYAN	268804	C B 31	2	8/30/01	6/19/02
	WAGNER, RICHARD	232518	S A 27	2	10/29/01	2/4/02
MI 3	WALKER, A	259990	C A 0	0		11/8/99
	WALKER, JOHN	267588	C B 60	1	7/21/00	1/26/01
MI 3	WALKER, JOSEPH	162475	C B 31	1	3/17/04	6/14/04
	WALKER, MARKE	235682	C B 48	1	6/13/00	8/18/00
	WALLACE, JERRY	251519	C B 10	1	4/6/00	7/24/01
MI 3	WALLACE, W	196083	C A 0	0		2/12/01
	WARING, ERNEST	276677	S A 30	1	10/16/01	4/19/02
	WASHINGTON, JULIUS	228909	C B 43	1	2/14/00	6/4/02
	WASHINGTON, SAMUEL	153789	M X 0	2	1/4/00	1/30/01
	WASHINGTON, SHAROD	280549	C B 14	2	1/11/02	8/19/02
	WATFORD, RICKY	257422	C 0	1	3/15/00	4/3/00
	WATSON, JOHN	248444	C 0	1	1/4/00	1/20/00
MI 1B	WATSON, MICHAEL	234236	C A 53	1	6/28/00	6/26/03
	WATSON, PAUL	270346	E A 25	1	12/7/00	1/8/01
	WELDON, JOHN	259827	C B 8	1	2/22/00	11/9/99
	WELLS, CHARLES	254954	C B 1	1	4/12/00	8/10/00
	WELLS, JAMES	180458	C A 35	2	12/12/01	2/1/02
	WELLS, LEROY	274255	C A 14	2	7/24/01	10/30/01
	WELLS, MARVIN	255658	C 0	1	1/24/00	3/21/00
	WELLS, RAY	173651	A A 12	1	6/1/01	6/6/01
	WELLS, SAMUEL	259660	C B 34	1	9/9/99	7/7/00
	WELLS, STEVEN	276642	S A 22	2	3/23/02	4/5/02
	WERTS, KIDRICK	277770	S A 15	2	9/14/01	10/2/01
MO 1E	WESSON, EDWARD	233529	C B 49	2	6/6/00	8/29/02
	WESTON, FRANK	261379	C B 33	2	10/20/99	7/10/00
	WHEELER, DARIN	257719	C B 20	1	7/20/00	8/4/00
MI 2	WHEELING, DEMETRIUS	264976	C B 50	1	5/14/04	6/24/04

5879

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

PLAINTIFF'S EXHIBIT C

AMENDMENT TO GRIEVANCE OF RAY LEE WELLS, #173651

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; 15.75 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.

Ray Wells 2-16-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0796, C, 0081,0086; F, 1395; 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	TRUMPER,JR. JAMES	247429	C A 60	1	4/16/02	6/26/03
	TUCKER, CLINTON	250034	C B 25	1	4/16/01	8/8/02
	TUCKER, WALKER	155569	M X 0	2	1/6/00	11/9/01
	TURNER, JOEL	247816	C A 29	2	4/24/02	7/29/02
	TUTOR, THOMAS	271189	C A 14	1	2/23/01	5/8/02
	TWITTY, IRVING	270014	C B 23	1	6/12/01	9/7/01
	VARGAS, RICHARD	258788	S B 3	1	1/17/02	2/19/02
	VARN, JAMES	270672	E A 22	2	7/23/01	8/7/01
	VARNER, WALTER	249997	E A 33	1	10/13/00	11/7/00
	VEREEN, KIRK	156086	C B 57	2	10/1/99	7/6/01
MI 2	VEREEN, RODNEY	276373	C A 21	1	2/6/04	2/25/04
MI 2	VEREEN, RODNEY	276373	C A 21	1	7/30/01	5/2/03
MI 2	VEREEN, STEPHEN	278586	C A 26	1	4/5/02	11/10/03
	VERNON, JEROME	218574	C B 11	1	6/27/00	8/16/00
	VICTOR, WILLIAM	197756	A B 51	1	10/11/02	10/14/02
	VINCENT, ROMAN	166965	E B 21	2	7/23/01	8/1/01
	VOTEE, JULIAN	235377	C A 35	2	2/28/00	6/27/00
	WADE, RYAN	268804	C B 31	2	8/30/01	6/19/02
	WAGNER, RICHARD	232518	S A 27	2	10/29/01	2/4/02
MI 3	WALKER, A	259990	C A 0	0		11/8/99
	WALKER, JOHN	267588	C B 60	1	7/21/00	1/26/01
MI 3	WALKER, JOSEPH	162475	C B 31	1	3/17/04	6/14/04
	WALKER, MARKE	235682	C B 48	1	6/13/00	8/18/00
	WALLACE, JERRY	251519	C B 10	1	4/6/00	7/24/01
MI 3	WALLACE, W	196083	C A 0	0		2/12/01
	WARING, ERNEST	276677	S A 30	1	10/16/01	4/19/02
	WASHINGTON, JULIUS	228909	C B 43	1	2/14/00	6/4/02
	WASHINGTON, SAMUEL	153789	M X 0	2	1/4/00	1/30/01
	WASHINGTON, SHAROD	280549	C B 14	2	1/11/02	8/19/02
	WATFORD, RICKY	257422	C 0	1	3/15/00	4/3/00
	WATSON, JOHN	248444	C 0	1	1/4/00	1/20/00
MI 1B	WATSON, MICHAEL	234236	C A 53	1	6/28/00	6/26/03
	WATSON, PAUL	270346	E A 25	1	12/7/00	1/8/01
	WELDON, JOHN	259827	C B 8	1	2/22/00	11/9/99
	WELLS, CHARLES	254954	C B 1	1	4/12/00	8/10/00
	WELLS, JAMES	180458	C A 35	2	12/12/01	2/1/02
	WELLS, LEROY	274255	C A 14	2	7/24/01	10/30/01
	WELLS, MARVIN	255658	C 0	1	1/24/00	3/21/00
	WELLS, RAY	173651	A A 12	1	6/1/01	6/6/01
	WELLS, SAMUEL	259660	C B 34	1	9/9/99	7/7/00
	WELLS, STEVEN	276642	S A 22	2	3/23/02	4/5/02
	WERTS, KIDRICK	277770	S A 15	2	9/14/01	10/2/01
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	WESTON, FRANK	261379	C B 33	2	10/20/99	7/10/00
	WHEELER, DARIN	257719	C B 20	1	7/20/00	8/4/00
MI 2	WHEELING, DEMETRIUS	264976	C B 50	1	5/14/04	6/24/04

5883

PLAINTIFF'S EXHIBIT 21

A - 0796
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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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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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
180458	WELLS	JAMES	D.	20000731	0.50	42.99	21.49
180458	WELLS	JAMES	D.	20000814	0.50	69.12	34.56
180458	WELLS	JAMES	D.	20000828	0.50	61.92	30.96
180458	WELLS	JAMES	D.	20000911	0.50	38.43	19.21
180458	WELLS	JAMES	D.	20000925	0.50	66.72	33.36
180458	WELLS	JAMES	D.	20001009	0.50	66.50	33.25
180458	WELLS	JAMES	D.	20001023	0.50	40.27	20.13
180458	WELLS	JAMES	D.	20001106	0.50	82.28	41.14
180458	WELLS	JAMES	D.	20001120	0.50	65.65	32.82
180458	WELLS	JAMES	D.	20001204	0.50	16.40	8.20
180458	WELLS	JAMES	D.	20020129	0.50	44.09	22.04
180458	WELLS	JAMES	D.	20020211	0.50	25.05	12.52
274255	WELLS	LEROY		20010827	0.50	47.24	23.62
274255	WELLS	LEROY		20010910	0.50	43.05	21.52
274255	WELLS	LEROY		20010924	0.50	42.61	21.30
274255	WELLS	LEROY		20011008	0.50	63.62	31.81
274255	WELLS	LEROY		20011022	0.50	67.50	33.75
274255	WELLS	LEROY		20011105	0.50	52.50	26.25
255658	WELLS	MARVIN		20000131	0.35	26.15	9.15
255658	WELLS	MARVIN		20000214	0.35	67.50	23.62
255658	WELLS	MARVIN		20000228	0.35	57.88	20.25
255658	WELLS	MARVIN		20000313	0.35	45.17	15.80
255658	WELLS	MARVIN		20000327	0.50	41.60	20.80
173651	WELLS	RAY	LEE	20010618	0.50	15.75	7.87
259660	WELLS, JR	SAM		19990927	0.35	54.50	19.07
259660	WELLS, JR	SAM		19990927	0.55	10.75	5.91
259660	WELLS, JR	SAM		19991011	0.50	69.50	34.75
259660	WELLS, JR	SAM		19991011	0.55	5.50	3.02
259660	WELLS, JR	SAM		19991025	0.50	71.50	35.75
259660	WELLS, JR	SAM		19991108	0.50	75.00	37.50
259660	WELLS, JR	SAM		19991122	0.50	67.50	33.75
259660	WELLS, JR	SAM		19991122	0.55	7.50	4.12
259660	WELLS, JR	SAM		19991206	0.50	46.34	23.17
259660	WELLS, JR	SAM		19991206	0.55	5.00	2.75
259660	WELLS, JR	SAM		19991220	2.50	2.00	5.00
259660	WELLS, JR	SAM		19991220	0.50	70.97	35.48
259660	WELLS, JR	SAM		19991220	0.55	7.50	4.12
259660	WELLS, JR	SAM		20000103	0.50	33.92	16.96
259660	WELLS, JR	SAM		20000103	0.55	2.63	1.44
259660	WELLS, JR	SAM		20000117	0.55	7.50	4.12
259660	WELLS, JR	SAM		20000117	0.50	67.50	33.75
259660	WELLS, JR	SAM		20000117	0.55	4.88	2.68
259660	WELLS, JR	SAM		20000131	0.50	64.82	32.41
259660	WELLS, JR	SAM		20000131	0.55	7.50	4.12
259660	WELLS, JR	SAM		20000214	0.50	74.26	37.13
259660	WELLS, JR	SAM		20000214	0.80	6.50	5.20
259660	WELLS, JR	SAM		20000214	0.55	5.50	3.02
259660	WELLS, JR	SAM		20000228	0.50	64.90	32.45
259660	WELLS, JR	SAM		20000228	1.05	15.00	15.75
259660	WELLS, JR	SAM		20000313	0.50	74.06	37.03
259660	WELLS, JR	SAM		20000327	0.50	75.00	37.50
259660	WELLS, JR	SAM		20000410	0.65	67.43	43.82
259660	WELLS, JR	SAM		20000410	0.80	7.50	6.00
259660	WELLS, JR	SAM		20000424	0.75	75.00	56.25

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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

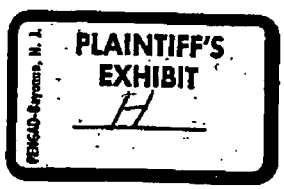
Date: 9/20/04

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.

5887



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

5889

AMENDMENT TO GRIEVANCE OF KENNETH WHITE, #228409

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 146.85 hours in 1999 at $9.68 per hour; 1856.74 hours in 2000 at $10.66 per hour; 1282.03 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5404.66 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.

Kenneth L. White 2-3-06
(Grievant Signature) (Date)

* Attached are Exh. A, 0797; C, 0081,0086; F, 1401-1402; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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

PLAINTIFF'S EXHIBIT
5891
A - 0797
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

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
275268	WHITE	JEFFERY	B.	20020909	0.50	4.90	2.45
228409	WHITE	KENNETH	EARL	19991220	2.50	2.00	5.00
228409	WHITE	KENNETH	EARL	19991220	0.35	70.92	24.82
228409	WHITE	KENNETH	EARL	19991220	0.55	1.11	0.61
228409	WHITE	KENNETH	EARL	19991220	0.35	43.72	15.30
228409	WHITE	KENNETH	EARL	20000103	0.35	28.03	9.81
228409	WHITE	KENNETH	EARL	20000103	0.55	1.07	0.58
228409	WHITE	KENNETH	EARL	20000117	0.35	66.53	23.28
228409	WHITE	KENNETH	EARL	20000131	0.50	64.83	32.41
228409	WHITE	KENNETH	EARL	20000214	0.50	75.00	37.50
228409	WHITE	KENNETH	EARL	20000228	0.50	67.50	33.75
228409	WHITE	KENNETH	EARL	20000228	1.05	15.00	15.75
228409	WHITE	KENNETH	EARL	20000313	0.35	64.35	22.52
228409	WHITE	KENNETH	EARL	20000327	0.35	36.50	12.77
228409	WHITE	KENNETH	EARL	20000410	0.50	71.07	35.53
228409	WHITE	KENNETH	EARL	20000424	0.50	69.70	34.85
228409	WHITE	KENNETH	EARL	20000508	0.35	44.48	15.56
228409	WHITE	KENNETH	EARL	20000522	0.50	67.47	33.73
228409	WHITE	KENNETH	EARL	20000605	0.50	67.33	33.66
228409	WHITE	KENNETH	EARL	20000703	0.65	59.72	38.81
228409	WHITE	KENNETH	EARL	20000703	0.35	7.50	2.62
228409	WHITE	KENNETH	EARL	20000717	0.50	78.00	39.00
228409	WHITE	KENNETH	EARL	20000731	0.50	107.81	53.90
228409	WHITE	KENNETH	EARL	20000814	0.50	92.95	46.47
228409	WHITE	KENNETH	EARL	20000828	0.50	38.75	19.37
228409	WHITE	KENNETH	EARL	20000911	0.50	84.34	42.17
228409	WHITE	KENNETH	EARL	20000925	0.50	91.72	45.86
228409	WHITE	KENNETH	EARL	20001009	0.50	98.03	49.01
228409	WHITE	KENNETH	EARL	20001023	0.50	96.33	48.16
228409	WHITE	KENNETH	EARL	20001106	0.50	96.00	48.00
228409	WHITE	KENNETH	EARL	20001120	0.50	85.06	42.53
228409	WHITE	KENNETH	EARL	20001204	0.50	45.59	22.79
228409	WHITE	KENNETH	EARL	20001218	0.50	109.87	54.93
228409	WHITE	KENNETH	EARL	20010101	0.50	55.31	27.65
228409	WHITE	KENNETH	EARL	20010115	0.50	93.01	46.50
228409	WHITE	KENNETH	EARL	20010129	0.50	96.72	48.36
228409	WHITE	KENNETH	EARL	20010212	0.50	57.54	28.77
228409	WHITE	KENNETH	EARL	20010226	0.50	97.58	48.79
228409	WHITE	KENNETH	EARL	20010312	0.50	72.60	36.30
228409	WHITE	KENNETH	EARL	20010326	0.50	113.09	56.54
228409	WHITE	KENNETH	EARL	20010409	0.50	96.94	48.47
228409	WHITE	KENNETH	EARL	20010423	0.50	106.92	53.46
228409	WHITE	KENNETH	EARL	20010507	0.50	72.30	36.15
228409	WHITE	KENNETH	EARL	20010521	0.50	107.59	53.79
228409	WHITE	KENNETH	EARL	20010604	0.50	107.19	53.59
228409	WHITE	KENNETH	EARL	20010618	0.50	125.10	62.55
228409	WHITE	KENNETH	EARL	20010702	0.50	135.45	67.72
228409	WHITE	KENNETH	EARL	20010716	0.50	100.47	50.23
228409	WHITE	KENNETH	EARL	20010730	0.50	72.04	36.02
228409	WHITE	KENNETH	EARL	20010813	0.50	117.63	58.81
228409	WHITE	KENNETH	EARL	20010827	0.50	111.53	55.76
228409	WHITE	KENNETH	EARL	20010910	0.50	114.16	57.08
228409	WHITE	KENNETH	EARL	20010924	0.50	76.76	38.38
228409	WHITE	KENNETH	EARL	20011008	0.50	142.43	71.21

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
228409	WHITE	KENNETH	EARL	20011022	0.50	88.94	44.47
228409	WHITE	KENNETH	EARL	20011105	0.50	129.33	64.66
228409	WHITE	KENNETH	EARL	20011119	0.50	131.62	65.81
228409	WHITE	KENNETH	EARL	20011203	0.50	97.62	48.81
228409	WHITE	KENNETH	EARL	20011217	0.50	144.04	72.02
228409	WHITE	KENNETH	EARL	20020114	0.50	97.68	48.84
228409	WHITE	KENNETH	EARL	20020128	0.50	114.90	57.45
228409	WHITE	KENNETH	EARL	20020211	0.50	126.58	63.29
228409	WHITE	KENNETH	EARL	20020225	0.50	111.82	55.91
228409	WHITE	KENNETH	EARL	20020311	0.50	128.21	64.10
228409	WHITE	KENNETH	EARL	20020325	0.50	111.47	55.73
228409	WHITE	KENNETH	EARL	20020408	0.50	115.61	57.80
228409	WHITE	KENNETH	EARL	20020422	0.50	57.01	28.50
228409	WHITE	KENNETH	EARL	20020506	0.50	84.74	42.37
228409	WHITE	KENNETH	EARL	20020520	0.50	80.82	40.41
228409	WHITE	KENNETH	EARL	20020603	0.50	110.43	55.21
228409	WHITE	KENNETH	EARL	20020617	0.50	119.47	59.73
228409	WHITE	KENNETH	EARL	20020701	0.50	118.71	59.35
228409	WHITE	KENNETH	EARL	20020715	0.50	90.27	45.13
228409	WHITE	KENNETH	EARL	20020729	0.50	110.48	55.24
228409	WHITE	KENNETH	EARL	20020812	0.50	121.91	60.95
228409	WHITE	KENNETH	EARL	20020826	0.50	124.56	62.28
228409	WHITE	KENNETH	EARL	20020909	0.50	89.06	44.53
228409	WHITE	KENNETH	EARL	20020923	0.50	152.04	76.02
228409	WHITE	KENNETH	EARL	20021007	0.50	139.20	69.60
228409	WHITE	KENNETH	EARL	20021021	0.50	112.72	56.36
228409	WHITE	KENNETH	EARL	20021104	0.50	86.99	43.49
228409	WHITE	KENNETH	EARL	20021118	0.50	65.29	32.64
228409	WHITE	KENNETH	EARL	20021202	0.50	130.62	65.31
228409	WHITE	KENNETH	EARL	20021216	0.50	97.18	48.59
228409	WHITE	KENNETH	EARL	20021230	0.50	55.04	27.52
228409	WHITE	KENNETH	EARL	20030113	0.50	87.88	43.94
228409	WHITE	KENNETH	EARL	20030127	0.50	110.58	55.29
228409	WHITE	KENNETH	EARL	20030210	0.50	117.17	58.58
228409	WHITE	KENNETH	EARL	20030224	0.50	68.64	34.32
228409	WHITE	KENNETH	EARL	20030310	0.50	104.06	52.03
228409	WHITE	KENNETH	EARL	20030324	0.50	99.03	49.51
228409	WHITE	KENNETH	EARL	20030407	0.50	81.38	40.69
228409	WHITE	KENNETH	EARL	20030421	0.50	116.32	58.16
228409	WHITE	KENNETH	EARL	20030505	0.50	75.20	37.60
228409	WHITE	KENNETH	EARL	20030519	0.50	120.52	60.26
228409	WHITE	KENNETH	EARL	20030602	0.50	105.01	52.50
228409	WHITE	KENNETH	EARL	20030616	0.50	149.78	74.89
228409	WHITE	KENNETH	EARL	20030630	0.50	89.71	44.85
262782	WHITE	SHAWN	JARMINE	20000117	0.35	31.25	10.93
262782	WHITE	SHAWN	JARMINE	20000117	0.55	1.92	1.05
262782	WHITE	SHAWN	JARMINE	20000131	0.35	55.73	19.50
262782	WHITE	SHAWN	JARMINE	20000214	0.35	67.50	23.62
262782	WHITE	SHAWN	JARMINE	20000228	0.35	67.37	23.57
262782	WHITE	SHAWN	JARMINE	20000313	0.35	53.33	18.66
262782	WHITE	SHAWN	JARMINE	20000327	0.50	67.32	33.66
262782	WHITE	SHAWN	JARMINE	20000410	0.35	60.00	21.00
262782	WHITE	SHAWN	JARMINE	20000424	0.35	54.88	19.20
262782	WHITE	SHAWN	JARMINE	20000508	0.50	59.55	29.77

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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

5898

AMENDMENT TO GRIEVANCE OF BOBBY WILLIAMS, #286523

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.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

5899

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:

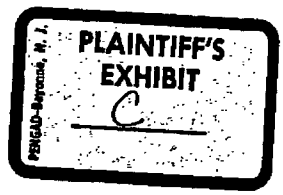
NOW, THEREFORE, the parties hereto do agree as follows:

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.

5900



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.

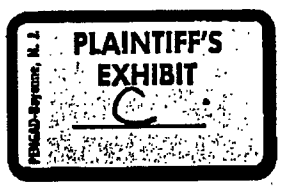
2. Compliance with Convict Labor Laws: Williams and SCDC agree that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of South Carolina or the United States as they relate to the utilization of prison labor. Should either Federal or State Law (or 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

5901



To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

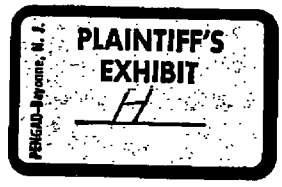
Date: 9/20/04

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.

5902



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

5903

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

5904

AMENDMENT TO GRIEVANCE OF DERRICK WILLIAMS, #272958

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 585.18 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.

Derrick Williams 02/13/06

(Grievant Signature) (Date)

* Attached are Exh. A, 0797; C, 0081,0086; F, 1408-1409; 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.

5905

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

PLAINTIFF'S EXHIBIT

5906

A - 0797
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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5907

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.

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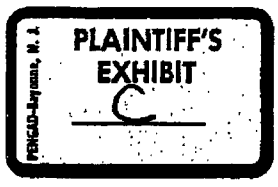
5908



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
259180	WILKINS	FRED		20020715	0.50	63.52	31.76
259180	WILKINS	FRED		20020729	0.50	71.52	35.76
259180	WILKINS	FRED		20020812	0.50	70.10	35.05
259180	WILKINS	FRED		20020826	0.50	96.68	48.34
259180	WILKINS	FRED		20020909	0.50	83.48	41.74
259180	WILKINS	FRED		20020923	0.50	90.00	45.00
259180	WILKINS	FRED		20021007	0.50	90.00	45.00
259180	WILKINS	FRED		20021021	0.50	90.00	45.00
259180	WILKINS	FRED		20021104	0.50	90.00	45.00
259180	WILKINS	FRED		20021118	0.50	114.65	57.32
259180	WILKINS	FRED		20021202	0.50	96.71	48.35
259180	WILKINS	FRED		20021216	0.50	73.65	36.82
261282	WILLIAMS	BRIAN	K.	19991108	0.35	14.50	5.07
261282	WILLIAMS	BRIAN	K.	19991108	0.55	3.00	1.65
261282	WILLIAMS	BRIAN	K.	19991122	0.35	37.12	12.99
261282	WILLIAMS	BRIAN	K.	19991122	0.55	2.75	1.51
219730	WILLIAMS	DARRELL		20000424	0.35	75.00	26.25
219730	WILLIAMS	DARRELL		20000424	0.55	51.80	28.49
219730	WILLIAMS	DARRELL		20000424	0.25	12.90	3.22
219730	WILLIAMS	DARRELL		20000508	0.55	30.25	16.63
219730	WILLIAMS	DARRELL		20000508	0.35	75.00	26.25
219730	WILLIAMS	DARRELL		20000508	0.25	14.26	3.56
219730	WILLIAMS	DARRELL		20000522	0.50	67.50	33.75
219730	WILLIAMS	DARRELL		20000522	0.55	51.60	28.38
219730	WILLIAMS	DARRELL		20000522	0.25	21.68	5.42
219730	WILLIAMS	DARRELL		20000605	0.50	67.50	33.75
219730	WILLIAMS	DARRELL		20000605	0.75	34.87	26.15
219730	WILLIAMS	DARRELL		20000605	0.55	5.20	2.86
219730	WILLIAMS	DARRELL		20000703	0.50	60.00	30.00
219730	WILLIAMS	DARRELL		20000703	0.55	42.10	23.15
219730	WILLIAMS	DARRELL		20000703	0.35	7.50	2.62
219730	WILLIAMS	DARRELL		20000703	0.25	11.05	2.76
219730	WILLIAMS	DARRELL		20000717	0.50	117.35	58.67
219730	WILLIAMS	DARRELL		20000731	0.50	143.56	71.78
219730	WILLIAMS	DARRELL		20000814	0.50	90.08	45.04
219730	WILLIAMS	DARRELL		20000814	0.55	8.50	4.67
219730	WILLIAMS	DARRELL		20000828	0.50	143.06	71.53
219730	WILLIAMS	DARRELL		20000911	0.50	72.33	36.16
219730	WILLIAMS	DARRELL		20000925	0.50	19.15	9.57
219730	WILLIAMS	DARRELL		20010730	0.50	54.66	27.33
219730	WILLIAMS	DARRELL		20010813	0.50	63.78	31.89
219730	WILLIAMS	DARRELL		20010813	0.50	63.78	31.89
219730	WILLIAMS	DARRELL		20010827	0.50	89.77	44.88
219730	WILLIAMS	DARRELL		20010910	0.50	86.75	43.37
219730	WILLIAMS	DARRELL		20010924	0.50	68.52	34.26
219730	WILLIAMS	DARRELL		20011008	0.50	82.50	41.25
219730	WILLIAMS	DARRELL		20011022	0.50	21.71	10.85
272958	WILLIAMS	DERRICK	LORENZO	20010827	0.50	11.68	5.84
272958	WILLIAMS	DERRICK	LORENZO	20010910	0.50	47.16	23.58
272958	WILLIAMS	DERRICK	LORENZO	20010924	0.50	61.86	30.93
272958	WILLIAMS	DERRICK	LORENZO	20011008	0.50	55.80	27.90
272958	WILLIAMS	DERRICK	LORENZO	20011022	0.50	84.33	42.16
272958	WILLIAMS	DERRICK	LORENZO	20011105	0.50	79.76	39.88
272958	WILLIAMS	DERRICK	LORENZO	20011119	0.50	41.82	20.91

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PLAINTIFF'S EXHIBIT F

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

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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

5913

AMENDMENT TO GRIEVANCE OF TIMOTHY WILSON, #261971

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

Grievant requests back wages owed for 126.85 hours in 1999 at $9.68 per hour; 2078.71 hours in 2000 at $10.66 per hour; 1346.09 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5522.85 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

(Grievant Signature) (Date)

* Attached are Exhibits A, 0797; C, 0081, 0086; F, 1413-1415; & H, 1
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

5914

AMENDMENT TO GRIEVANCE OF TIMOTHY WILSON, #261971

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

Grievant requests back wages owed for 126.85 hours in 1999 at $9.68 per hour; 2078.71 hours in 2000 at $10.66 per hour; 1346.09 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 5522.85 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

_____ _____

(Grievant Signature) (Date)

* Attached are Exhibits A, 0797; C, 0081, 0086; F, 1413-1415; & H, 1-
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

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Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
180217	WILSON	JAMES	C.	20020211	0.50	112.50	56.25
180217	WILSON	JAMES	C.	20020225	0.50	111.35	55.67
180217	WILSON	JAMES	C.	20020311	0.50	113.52	56.76
180217	WILSON	JAMES	C.	20020325	0.50	105.68	52.84
180217	WILSON	JAMES	C.	20020408	0.50	93.75	46.87
180217	WILSON	JAMES	C.	20020422	0.50	123.78	61.89
180217	WILSON	JAMES	C.	20020506	0.50	126.92	63.46
180217	WILSON	JAMES	C.	20020520	0.50	102.64	51.32
180217	WILSON	JAMES	C.	20020603	0.50	96.57	48.28
180217	WILSON	JAMES	C.	20020617	0.50	105.80	52.90
180217	WILSON	JAMES	C.	20020701	0.50	103.47	51.73
180217	WILSON	JAMES	C.	20020715	0.50	96.12	48.06
180217	WILSON	JAMES	C.	20020729	0.50	93.30	46.65
180217	WILSON	JAMES	C.	20020812	0.50	67.36	33.68
180217	WILSON	JAMES	C.	20020826	0.50	119.73	59.86
180217	WILSON	JAMES	C.	20020909	0.50	50.32	25.16
143040	WILSON	JOHN	LEE	20020603	0.50	42.29	21.14
143040	WILSON	JOHN	LEE	20020617	0.50	43.84	21.92
143040	WILSON	JOHN	LEE	20020701	0.50	32.90	16.45
143040	WILSON	JOHN	LEE	20020715	0.50	56.23	28.11
294102	WILSON	JOHN	EDWARD	20040308	0.50	17.84	8.92
294102	WILSON	JOHN	EDWARD	20040322	0.50	41.07	20.53
294102	WILSON	JOHN	EDWARD	20040405	0.50	43.58	21.79
294102	WILSON	JOHN	EDWARD	20040419	0.50	38.62	19.31
294102	WILSON	JOHN	EDWARD	20040503	0.50	51.47	25.73
294102	WILSON	JOHN	EDWARD	20040517	0.50	72.21	36.10
294102	WILSON	JOHN	EDWARD	20040531	0.50	54.68	27.34
253487	WILSON	SAMMIE	LEE	19990830	0.35	72.00	25.20
253487	WILSON	SAMMIE	LEE	19990830	0.55	4.50	2.47
253487	WILSON	SAMMIE	LEE	19990913	0.35	70.75	24.76
253487	WILSON	SAMMIE	LEE	19990913	0.55	18.50	10.17
253487	WILSON	SAMMIE	LEE	19990927	0.35	47.00	16.45
253487	WILSON	SAMMIE	LEE	19990927	0.55	11.00	6.05
253487	WILSON	SAMMIE	LEE	19991011	0.50	74.75	37.37
253487	WILSON	SAMMIE	LEE	19991011	0.55	34.50	18.97
253487	WILSON	SAMMIE	LEE	19991025	0.50	61.75	30.87
253487	WILSON	SAMMIE	LEE	19991025	0.55	14.50	7.97
253487	WILSON	SAMMIE	LEE	19991108	0.50	75.00	37.50
253487	WILSON	SAMMIE	LEE	19991108	0.55	8.00	4.40
253487	WILSON	SAMMIE	LEE	19991122	0.50	66.45	33.22
253487	WILSON	SAMMIE	LEE	19991206	0.50	45.50	22.75
253487	WILSON	SAMMIE	LEE	19991220	2.50	2.00	5.00
253487	WILSON	SAMMIE	LEE	19991220	0.50	74.73	37.36
228412	WILSON	TEDDY		20011231	0.50	18.88	9.44
228412	WILSON	TEDDY		20020114	0.50	23.16	11.58
228412	WILSON	TEDDY		20020128	0.50	10.96	5.48
261971	WILSON	TIMOTHY	CAIN	19991206	0.35	53.82	18.83
261971	WILSON	TIMOTHY	CAIN	19991206	0.35	6.60	2.31
261971	WILSON	TIMOTHY	CAIN	19991220	2.50	2.00	5.00
261971	WILSON	TIMOTHY	CAIN	19991220	0.35	54.73	19.15
261971	WILSON	TIMOTHY	CAIN	20000103	0.35	9.70	3.39
261971	WILSON	TIMOTHY	CAIN	20000117	0.50	74.60	37.30
261971	WILSON	TIMOTHY	CAIN	20000131	0.50	64.88	32.44
261971	WILSON	TIMOTHY	CAIN	20000214	0.50	75.00	37.50

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PLAINTIFF'S EXHIBIT

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

5917

PLAINTIFF'S EXHIBIT

AMENDMENT TO GRIEVANCE OF TONY WHITT, #242918

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 -0- hours in 1999 at $9.68 per hour; 1180.78 hours in 2000 at $10.66 per hour; 805.77 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 815.46 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Tony Whitt (Grievant Signature) 2-10-06 (Date)

* Attached are Exh. A, 0797; C, 0081,0086; H, 1-3. Hrs./pay not in Exh
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

5918

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

PLAINTIFF'S EXHIBIT P

5919

A - 0797
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

5926

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

5921

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.

5922

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 ANTHONY WRIGHT, #199009

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; 2515.77 hours in 2000 at $10.66 per hour; 1947.15 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 180.12 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Anthony Wright 2/3/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0797; C, 0081,0086; F, 1422-1423; 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.

5925

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

PLAINTIFF'S EXHIBIT 4

5926

A - 0797
June 2004

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

LEASE

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

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

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

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

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

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

ARTICLE 1 General:

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

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

5927

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

A - 0086
June 2004

00626

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
228727	WREN	HENRY		20010521	0.50	40.36	20.18
228727	WREN	HENRY		20010604	0.50	101.06	50.53
228727	WREN	HENRY		20010618	0.50	103.65	51.82
228727	WREN	HENRY		20010702	0.50	107.21	53.60
228727	WREN	HENRY		20010716	0.50	104.25	52.12
228727	WREN	HENRY		20010730	0.50	106.02	53.01
228727	WREN	HENRY		20010813	0.50	129.62	64.81
228727	WREN	HENRY		20010827	0.50	126.00	63.00
228727	WREN	HENRY		20010910	0.50	131.34	65.67
228727	WREN	HENRY		20010924	0.50	132.16	66.08
228727	WREN	HENRY		20011008	0.50	168.30	84.15
228727	WREN	HENRY		20011022	0.50	136.10	68.05
228727	WREN	HENRY		20011105	0.50	123.42	61.71
228727	WREN	HENRY		20011119	0.50	131.68	65.84
228727	WREN	HENRY		20011203	0.50	101.88	50.94
228727	WREN	HENRY		20011217	0.50	135.49	67.74
228727	WREN	HENRY		20020114	0.50	88.98	44.49
228727	WREN	HENRY		20020128	0.50	114.75	57.37
228727	WREN	HENRY		20020211	0.50	127.50	63.75
228727	WREN	HENRY		20020225	0.50	114.70	57.35
228727	WREN	HENRY		20020311	0.50	130.86	65.43
228727	WREN	HENRY		20020325	0.50	134.91	67.45
228727	WREN	HENRY		20020408	0.50	120.78	60.39
228727	WREN	HENRY		20020422	0.50	108.41	54.20
228727	WREN	HENRY		20020506	0.50	112.82	56.41
228727	WREN	HENRY		20020520	0.50	126.66	63.33
228727	WREN	HENRY		20020603	0.50	118.48	59.24
228727	WREN	HENRY		20020617	0.50	134.86	67.43
228727	WREN	HENRY		20020701	0.50	130.54	65.27
228727	WREN	HENRY		20020715	0.50	126.86	63.43
228727	WREN	HENRY		20020729	0.50	126.36	63.18
228727	WREN	HENRY		20020812	0.50	132.30	66.15
228727	WREN	HENRY		20020826	0.50	135.00	67.50
228727	WREN	HENRY		20020909	0.50	121.50	60.75
228727	WREN	HENRY		20020923	0.50	122.90	61.45
228727	WREN	HENRY		20021007	0.50	132.68	66.34
228727	WREN	HENRY		20021021	0.50	196.94	98.47
228727	WREN	HENRY		20021104	0.50	131.44	65.72
228727	WREN	HENRY		20021118	0.50	139.31	69.65
228727	WREN	HENRY		20021202	0.50	92.38	46.19
228727	WREN	HENRY		20021216	0.50	131.50	65.75
228727	WREN	HENRY		20021230	0.50	75.47	37.73
228727	WREN	HENRY		20030113	0.50	90.05	45.02
228727	WREN	HENRY		20030127	0.50	112.90	56.45
228727	WREN	HENRY		20030210	0.50	85.87	42.93
228727	WREN	HENRY		20030224	0.50	120.60	60.30
228727	WREN	HENRY		20030310	0.50	140.75	70.37
228727	WREN	HENRY		20030324	0.50	120.27	60.13
228727	WREN	HENRY		20030407	0.50	140.64	70.32
228727	WREN	HENRY		20030421	0.50	123.79	61.89
228727	WREN	HENRY		20030505	0.50	85.22	42.61
228727	WREN	HENRY		20030519	0.50	9.56	4.78
199009	WRIGHT	ANTHONY		20000214	0.35	60.00	21.00
199009	WRIGHT	ANTHONY		20000228	0.35	66.18	23.16

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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
199009	WRIGHT	ANTHONY		20000228	1.05	15.00	15.75
199009	WRIGHT	ANTHONY		20000313	0.35	75.00	26.25
199009	WRIGHT	ANTHONY		20000313	0.55	3.00	1.65
199009	WRIGHT	ANTHONY		20000313	0.55	6.50	3.57
199009	WRIGHT	ANTHONY		20000327	0.35	75.00	26.25
199009	WRIGHT	ANTHONY		20000327	0.55	2.00	1.10
199009	WRIGHT	ANTHONY		20000327	0.80	7.50	6.00
199009	WRIGHT	ANTHONY		20000410	0.50	74.45	37.22
199009	WRIGHT	ANTHONY		20000410	0.80	7.50	6.00
199009	WRIGHT	ANTHONY		20000424	0.50	75.00	37.50
199009	WRIGHT	ANTHONY		20000424	0.55	12.58	6.91
199009	WRIGHT	ANTHONY		20000424	0.25	12.92	3.23
199009	WRIGHT	ANTHONY		20000508	0.50	65.00	32.50
199009	WRIGHT	ANTHONY		20000508	0.80	7.30	5.84
199009	WRIGHT	ANTHONY		20000522	0.50	67.50	33.75
199009	WRIGHT	ANTHONY		20000522	0.55	44.05	24.22
199009	WRIGHT	ANTHONY		20000522	0.25	21.68	5.42
199009	WRIGHT	ANTHONY		20000605	0.50	67.50	33.75
199009	WRIGHT	ANTHONY		20000605	0.55	56.52	31.08
199009	WRIGHT	ANTHONY		20000605	0.25	14.12	3.53
199009	WRIGHT	ANTHONY		20000703	0.50	60.00	30.00
199009	WRIGHT	ANTHONY		20000703	0.55	43.77	24.07
199009	WRIGHT	ANTHONY		20000717	0.50	88.97	44.48
199009	WRIGHT	ANTHONY		20000731	0.50	147.48	73.74
199009	WRIGHT	ANTHONY		20000814	0.50	79.44	39.72
199009	WRIGHT	ANTHONY		20000828	0.50	103.16	51.58
199009	WRIGHT	ANTHONY		20000911	0.50	71.67	35.83
199009	WRIGHT	ANTHONY		20000925	0.50	162.10	81.05
199009	WRIGHT	ANTHONY		20001009	0.50	165.95	82.97
199009	WRIGHT	ANTHONY		20001023	0.50	138.00	69.00
199009	WRIGHT	ANTHONY		20001106	0.50	103.58	51.79
199009	WRIGHT	ANTHONY		20001120	0.50	97.69	48.84
199009	WRIGHT	ANTHONY		20001204	0.50	142.03	71.01
199009	WRIGHT	ANTHONY		20001204	0.25	6.83	1.70
199009	WRIGHT	ANTHONY		20001218	0.50	177.72	88.86
199009	WRIGHT	ANTHONY		20010101	0.50	91.08	45.54
199009	WRIGHT	ANTHONY		20010115	0.50	156.97	78.48
199009	WRIGHT	ANTHONY		20010129	0.50	154.87	77.43
199009	WRIGHT	ANTHONY		20010212	0.50	120.56	60.28
199009	WRIGHT	ANTHONY		20010226	0.50	115.51	57.75
199009	WRIGHT	ANTHONY		20010226	1.55	1.00	1.55
199009	WRIGHT	ANTHONY		20010312	0.50	112.50	56.25
199009	WRIGHT	ANTHONY		20010326	0.50	124.70	62.35
199009	WRIGHT	ANTHONY		20010409	0.50	178.44	89.22
199009	WRIGHT	ANTHONY		20010423	0.50	177.07	88.53
199009	WRIGHT	ANTHONY		20010507	0.50	197.84	98.92
199009	WRIGHT	ANTHONY		20010521	0.50	249.35	124.67
199009	WRIGHT	ANTHONY		20010604	0.50	122.85	61.42
199009	WRIGHT	ANTHONY		20010618	0.50	122.99	61.49
199009	WRIGHT	ANTHONY		20010702	0.50	112.50	56.25
199009	WRIGHT	ANTHONY		20010716	0.50	101.25	50.62
199009	WRIGHT	ANTHONY		20010730	0.50	78.87	39.43
236759	WRIGHT	ELI		20000410	0.35	38.00	13.30
236759	WRIGHT	ELI		20000424	0.50	67.50	33.75

To: Douglas Westbrook, Attorney at Law

From: Dr. Joseph Benich, Economic Loss Expert

Subject: Your 9/14/04 request

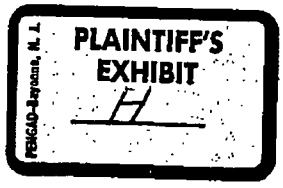
Date: 9/20/04

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.

5931



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

5933

AMENDMENT TO GRIEVANCE OF ROBERT WYDMAN, #260331

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

Grievant requests back wages owed for hours in 1999 at $9.68 per hour; 1047.51 hours in 2000 at $10.66 per hour; 410.96 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 345.60 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

Robert Wydman 10-14-05
(Grievant Signature) (Date)

* Attached are Exh. A, 0798; C, 0081,0086; F, 1425; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

AMENDMENT TO GRIEVANCE OF ROBERT WYDMAN, #260331

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Grievant requests back wages owed for _____ hours in 1999 at $9.68 per hour; 1047.51 hours in 2000 at $10.66 per hour; 410.96 hours in 1-1-01 to 6-30-01 at $11.08 per hour; and 345.60 hours* in 7-1-01 to present at $4 per hour; less wages paid, §24-3-40 deductions, and soc. sec./medicare; plus interest, costs, and attorney fees.

_____ _____
(Grievant Signature) (Date)

* Attached are Exh. A, 0798; C, 0081,0086; F, 1425; H, 1-3.
* An hours "plus" figure here means Grievant may have worked past the latest date in Exh. F, June 2004, requiring addition to figure.

	NAME	SCDC	DORM	SHIFT	HIRED	RELEASED
	WRIGHT, ELI	236759	MX 0	2	4/4/00	11/30/00
	WRIGHT, JOHNNIE	269062	C B 32	1	10/16/00	7/11/01
MI 3	WRIGHT, M	219665	C A 0	0		7/3/00
MI 3	WYATT, J.	92353	C A 0	0		6/19/00
	WYDMAN, ROBERT	260331	C B 4	1	6/19/00	11/7/00
	WYDMAN, ROBERT (*)	260331	C A 29	1	4/8/01	9/25/01
MI 3	YOUMOUS, ERIC	281091	C B 10	1	9/19/02	6/26/03
	YOUNG, ANTWAN	196930	S B 31	2	9/4/01	12/31/01
	YOUNG, BRUCE	226695	C 0	1	12/6/99	1/14/00
	YOUNG, JULIUS	268251	C B 53	1	12/7/00	11/5/01
MI 2	YOUNG, RONALD	152442	C A 12	2	5/29/02	12/5/02
MI 3	ZAVALA, ROGELIO	245106	C A 38	1	5/1/99	6/10/04
MI 2	ZILL, JOHN	278973	C B 22	1	11/26/01	10/3/02

TOTAL PERSONNEL: [redacted] 101

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

A - 0798
June 2004

5936

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.

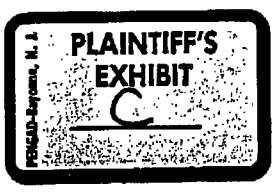
Williams and SCDC may mutually agree upon a bonus plan for inmates based on productivity and quality control. Such bonus will be paid in its entirety by Williams to SCDC for distribution to inmates.

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



Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
192353	WYATT, JR.	HOMER	RAY	19991220	0.55	4.45	2.44
192353	WYATT, JR.	HOMER	RAY	20000103	0.50	24.50	12.25
192353	WYATT, JR.	HOMER	RAY	20000103	0.55	2.85	1.56
192353	WYATT, JR.	HOMER	RAY	20000619	0.35	24.72	8.65
192353	WYATT, JR.	HOMER	RAY	20000619	1.05	7.50	7.87
260331	WYDMAN	ROBERT		20000117	0.50	75.00	37.50
260331	WYDMAN	ROBERT		20000117	0.55	21.07	11.58
260331	WYDMAN	ROBERT		20000117	0.50	15.00	7.50
260331	WYDMAN	ROBERT		20000117	0.55	2.50	1.37
260331	WYDMAN	ROBERT		20000131	0.50	34.78	17.39
260331	WYDMAN	ROBERT		20000214	0.50	75.00	37.50
260331	WYDMAN	ROBERT		20000214	0.55	18.44	10.14
260331	WYDMAN	ROBERT		20000214	0.80	6.50	5.20
260331	WYDMAN	ROBERT		20000228	0.35	52.50	18.37
260331	WYDMAN	ROBERT		20000228	1.05	7.50	7.87
260331	WYDMAN	ROBERT		20000313	0.50	69.50	34.75
260331	WYDMAN	ROBERT		20000313	0.55	6.50	3.57
260331	WYDMAN	ROBERT		20000327	0.50	74.54	37.27
260331	WYDMAN	ROBERT		20000410	0.35	47.40	16.59
260331	WYDMAN	ROBERT		20000424	0.50	75.00	37.50
260331	WYDMAN	ROBERT		20000424	0.55	8.38	4.60
260331	WYDMAN	ROBERT		20000508	0.35	8.02	2.80
260331	WYDMAN	ROBERT		20000731	0.50	68.60	34.30
260331	WYDMAN	ROBERT		20000731	0.50	32.53	16.26
260331	WYDMAN	ROBERT		20000814	0.50	37.95	18.97
260331	WYDMAN	ROBERT		20000828	0.50	99.01	49.50
260331	WYDMAN	ROBERT		20000911	0.50	69.88	34.94
260331	WYDMAN	ROBERT		20000925	0.50	36.52	18.26
260331	WYDMAN	ROBERT		20001009	0.50	29.67	14.83
260331	WYDMAN	ROBERT		20001023	0.50	33.94	16.97
260331	WYDMAN	ROBERT		20001106	0.50	36.75	18.37
260331	WYDMAN	ROBERT		20001120	0.50	5.03	2.51
260331	WYDMAN	ROBERT		20010423	0.50	84.97	42.48
260331	WYDMAN	ROBERT		20010507	0.50	52.12	26.06
260331	WYDMAN	ROBERT		20010521	0.50	13.11	6.55
260331	WYDMAN	ROBERT		20010604	0.50	84.10	42.05
260331	WYDMAN	ROBERT		20010618	0.50	107.11	53.55
260331	WYDMAN	ROBERT		20010702	0.50	69.55	34.77
260331	WYDMAN	ROBERT		20010716	0.50	60.68	30.34
260331	WYDMAN	ROBERT		20010730	0.50	44.39	22.19
260331	WYDMAN	ROBERT		20010813	0.50	79.03	39.51
260331	WYDMAN	ROBERT		20010827	0.50	40.65	20.32
260331	WYDMAN	ROBERT		20010910	0.50	75.80	37.90
260331	WYDMAN	ROBERT		20010924	0.50	28.65	14.32
260331	WYDMAN	ROBERT		20011008	0.50	16.40	8.20
281091	YOUMOUS	ERIC		20021216	0.50	63.17	31.58
281091	YOUMOUS	ERIC		20021230	0.50	27.33	13.66
281091	YOUMOUS	ERIC		20030113	0.50	50.42	25.21
281091	YOUMOUS	ERIC		20030127	0.50	70.72	35.36
281091	YOUMOUS	ERIC		20030210	0.50	74.24	37.12
281091	YOUMOUS	ERIC		20030224	0.50	74.34	37.17
281091	YOUMOUS	ERIC		20030310	0.50	65.50	32.75
281091	YOUMOUS	ERIC		20030324	0.50	61.26	30.63
281091	YOUMOUS	ERIC		20030407	0.50	61.61	30.80

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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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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

5941

AMENDMENT TO GRIEVANCE OF ERIC YOUMOUS, SR., #281091

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 900.40 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.

Eric Youmous Sr. 2/5/06
(Grievant Signature) (Date)

* Attached are Exh. A, 0798; C, 0081,0086; F, 1425-1426; 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
	WRIGHT, ELI	236759	MX 0	2	4/4/00	11/30/00
	WRIGHT, JOHNNIE	269062	C B 32	1	10/16/00	7/11/01
MI 3	WRIGHT, M	219665	C A 0	0		7/3/00
MI 3	WYATT, J.	92353	C A 0	0		6/19/00
	WYDMAN, ROBERT	260331	C B 4	1	6/19/00	11/7/00
	WYDMAN, ROBERT (*)	260331	C A 29	1	4/8/01	9/25/01
MI 3	YOUMOUS, ERIC	281091	C B 10	1	9/19/02	6/26/03
	YOUNG, ANTWAN	196930	S B 31	2	9/4/01	12/31/01
	YOUNG, BRUCE	226695	C 0	1	12/6/99	1/14/00
	YOUNG, JULIUS	268251	C B 53	1	12/7/00	11/5/01
MI 2	YOUNG, RONALD	152442	C A 12	2	5/29/02	12/5/02
MI 3	ZAVALA, ROGELIO	245106	C A 38	1	5/1/99	6/10/04
MI 2	ZILL, JOHN	278973	C B 22	1	11/26/01	10/3/02

TOTAL PERSONNEL: [redacted] 1011

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

A - 0798
June 2004

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PLAINTIFF'S EXHIBIT A

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

PENGAD-Bayonne, N.J.

00626

Inmate #	Last Name	First Name	Middle Name	Pay Date	Pay Rate	Hours	Pay Amount
192353	WYATT, JR.	HOMER	RAY	19991220	0.55	4.45	2.44
192353	WYATT, JR.	HOMER	RAY	20000103	0.50	24.50	12.25
192353	WYATT, JR.	HOMER	RAY	20000103	0.55	2.85	1.56
192353	WYATT, JR.	HOMER	RAY	20000619	0.35	24.72	8.65
192353	WYATT, JR.	HOMER	RAY	20000619	1.05	7.50	7.87
260331	WYDMAN	ROBERT		20000117	0.50	75.00	37.50
260331	WYDMAN	ROBERT		20000117	0.55	21.07	11.58
260331	WYDMAN	ROBERT		20000117	0.50	15.00	7.50
260331	WYDMAN	ROBERT		20000117	0.55	2.50	1.37
260331	WYDMAN	ROBERT		20000131	0.50	34.78	17.39
260331	WYDMAN	ROBERT		20000214	0.50	75.00	37.50
260331	WYDMAN	ROBERT		20000214	0.55	18.44	10.14
260331	WYDMAN	ROBERT		20000214	0.80	6.50	5.20
260331	WYDMAN	ROBERT		20000228	0.35	52.50	18.37
260331	WYDMAN	ROBERT		20000228	1.05	7.50	7.87
260331	WYDMAN	ROBERT		20000313	0.50	69.50	34.75
260331	WYDMAN	ROBERT		20000313	0.55	6.50	3.57
260331	WYDMAN	ROBERT		20000327	0.50	74.54	37.27
260331	WYDMAN	ROBERT		20000410	0.35	47.40	16.59
260331	WYDMAN	ROBERT		20000424	0.50	75.00	37.50
260331	WYDMAN	ROBERT		20000424	0.55	8.38	4.60
260331	WYDMAN	ROBERT		20000508	0.35	8.02	2.80
260331	WYDMAN	ROBERT		20000731	0.50	68.60	34.30
260331	WYDMAN	ROBERT		20000731	0.50	32.53	16.26
260331	WYDMAN	ROBERT		20000814	0.50	37.95	18.97
260331	WYDMAN	ROBERT		20000828	0.50	99.01	49.50
260331	WYDMAN	ROBERT		20000911	0.50	69.88	34.94
260331	WYDMAN	ROBERT		20000925	0.50	36.52	18.26
260331	WYDMAN	ROBERT		20001009	0.50	29.67	14.83
260331	WYDMAN	ROBERT		20001023	0.50	33.94	16.97
260331	WYDMAN	ROBERT		20001106	0.50	36.75	18.37
260331	WYDMAN	ROBERT		20001120	0.50	5.03	2.51
260331	WYDMAN	ROBERT		20010423	0.50	84.97	42.48
260331	WYDMAN	ROBERT		20010507	0.50	52.12	26.06
260331	WYDMAN	ROBERT		20010521	0.50	13.11	6.55
260331	WYDMAN	ROBERT		20010604	0.50	84.10	42.05
260331	WYDMAN	ROBERT		20010618	0.50	107.11	53.55
260331	WYDMAN	ROBERT		20010702	0.50	69.55	34.77
260331	WYDMAN	ROBERT		20010716	0.50	60.68	30.34
260331	WYDMAN	ROBERT		20010730	0.50	44.39	22.19
260331	WYDMAN	ROBERT		20010813	0.50	79.03	39.51
260331	WYDMAN	ROBERT		20010827	0.50	40.65	20.32
260331	WYDMAN	ROBERT		20010910	0.50	75.80	37.90
260331	WYDMAN	ROBERT		20010924	0.50	28.65	14.32
260331	WYDMAN	ROBERT		20011008	0.50	16.40	8.20
281091	YOUMOUS	ERIC		20021216	0.50	63.17	31.58
281091	YOUMOUS	ERIC		20021230	0.50	27.33	13.66
281091	YOUMOUS	ERIC		20030113	0.50	50.42	25.21
281091	YOUMOUS	ERIC		20030127	0.50	70.72	35.36
281091	YOUMOUS	ERIC		20030210	0.50	74.24	37.12
281091	YOUMOUS	ERIC		20030224	0.50	74.34	37.17
281091	YOUMOUS	ERIC		20030310	0.50	65.50	32.75
281091	YOUMOUS	ERIC		20030324	0.50	61.26	30.63
281091	YOUMOUS	ERIC		20030407	0.50	61.61	30.80

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PLAINTIFF'S EXHIBIT F

PENCAD Systems, N. J.

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

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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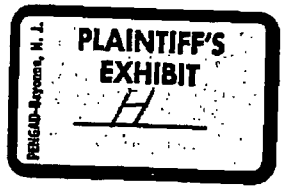

RESUME-3/03
Dr. Joseph J. Benich

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

5951

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW JUDGE DIVISION

Harold Roberson, #117001 released, deceased,

Appellant,

vs.

South Carolina Department of Corrections,

Respondent.

NOTICE OF APPEAL

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

Grievance No. _____

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

Harold Roberson
Appellant's Name

c/o Mr. Henry Roberson (father)
Mailing Address

201 Henderson St.

Greenville, SC 29611
City, State, Zip Code

(864) 232-4387
Telephone Number

Signed

11-6-08
Dated

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

5952

(See reverse side for instructions)

STATE OF SOUTH CAROLINA	)	IN THE ADMINISTRATIVE LAW COURT
	)	
HAROLD ROBERSON, #117001	)	
	)	
Grievant/Appellant,	)	
	)	
vs.	)	CERTIFICATE OF SERVICE
	)	
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS,	)	
	)	
Respondent/Appellee.	)	
	)	

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

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

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

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

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

(3) One copy was mailed pursuant to Directive to SCDC Policy GA-01.12 to:

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

5953 D H Westbrook

Douglas H. Westbrook

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

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