

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

FILED-CLERK OF COURT  
GREENVILLE COUNTY JUDGMENT IN A CIVIL CASE  
PAUL B. WICKENSIMER  
CASE NO: 2013CP2305424  
2015 AUG 28 PM 4 43

RECEIVED  
SEP 04 2018  
SC Court of Appeals

Shadia Hewitt vs. Shaw Corporation

**CHECK ONE:**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRCP;  Rule 41(a), SCRCP (Vol. Nonsuit);  Rule 43(k), SCRCP (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRCP;  Bankruptcy:  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other: \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order;  Statement of Judgment by the Court:

Dated at Greenville, South Carolina, this .

Court Reporter:

\_\_\_\_\_  
PRESIDING JUDGE -

This judgment was entered on the August 28, 2015, and a copy mailed first class this August 28, 2015, to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
William Ashley Jordan Jr. 622 Wade Hampton  
Blvd Greenville, SC 29609

\_\_\_\_\_  
John Timothy Merrell PO Box 2757 Greenville,  
SC 29602  
Charles Edgar McDonald III Ogletree Deakins  
Nash Smoak & Stewart P.O. Box 2757 Greenville,  
SC 29602

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
Paul B. Wickensimer Greenville County Clerk Of Court -  
Clerk of Court

FILED-CLERK OF COURT  
STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF GREENVILLE 2015 AUG 28 PM 4 43

Shadia Hewitt,

CASE NO.: 2013-CP-23-05424

Plaintiff(s),

**ORDER GRANTING PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

-vs-

The Shaw Corporation d/b/a Shaw's Pharmacy and  
Charles Cleburn Turner,

**RECEIVED**

SEP 04 2018

Defendant(s).

**SC Court of Appeals**

PROCEDURAL BACKGROUND

This lawsuit arises from the employee-employer relationship between Plaintiff, Ms. Hewitt, and her former employer, Charles Cleburn Turner, a pharmacist and the owner of Defendant The Shaw Corporation. Ms. Hewitt worked as a licensed pharmacist at Shaw's Pharmacy for approximately fifteen years. She alleges in her Complaint that from 2011 through 2013, wages were withheld from her as well as other expenses for which she was due reimbursement from her employer were never paid. The Plaintiff pled three causes of action: (1) a violation of the S.C. Wage Payment Act, (2) breach of contract, and (3) unjust enrichment.

Defendants answered these allegations, and they allege that all payments due to Plaintiff have been made in accordance with the S.C. Wage Payment Act. Defendants further deny that any contract for employment or reimbursement existed.

This matter is before the Court on Plaintiff's motion for partial Summary Judgment. Plaintiff argues that she is entitled to partial summary judgment as to unpaid wages, in the amount of \$10,400.00, between the time period of May 3, 2013, and July 26, 2013. Plaintiff

contends that an Order from The Office of Wages and Child Labor (a division of the Department of Labor, Licensing, and Regulation, "LLR") awarding her these unpaid wages by is binding on the Defendants under the S.C. Wage Payment Act. As a result, the Defendants are collaterally estopped by this decision and these unpaid wages are now due in this case.

LLR's investigation found that Defendants had violated section § 41-10-40(D) of the South Carolina Payment of Wages Law, and in so doing "Failed to pay wages due to Shadia Hewitt in the approximate amount of \$10,400.00 by your regular pay day(s) of 5/3/2013 thru 7/26/2013." (Exhibit A). In the LLR matter, Mr. Turner also admitted that he was "aware of the \$10,400 wage payment he owes to claimant, which he attends [sic] to pay the claimant" during the LLR investigation. (Exhibit A). Despite this order, the wages of \$10,400.00 have not been paid.

Defendants argue in opposition to the Plaintiff's motion that all payments were timely made pursuant to the S.C. Wage Payment Act. In the alternative, Defendants argue that Mr. Turner's admission that he did violate the S.C. Wage Payment Act was merely an admission that he had not paid the wages by the date of the investigation, November of 2013, and that he has since made up his debt to Ms. Hewitt for that period of time. Finally, Defendants contend that Mr. Turner's decision to accept the fine and citation for his LLR violation should not be binding on this civil action.

These arguments are not persuasive. Firstly, the LLR's investigation found that Defendants failed to pay Ms. Hewitt \$10,400. Secondly, Defendants are precluded from further disputing the wage payment violation under the principle of collateral estoppel because the issue has already been decided in Plaintiff's favor. Finally, the LLR's findings are binding because

Defendant had a full and fair opportunity to litigate, the issue of wage payments was directly determined before LLR, and the same facts would be determinative in this lawsuit.

#### SUMMARY JUDGMENT STANDARD

Summary judgment should be granted when there is no "genuine issue of material fact and the moving party is entitled to judgment as a matter of law." *Bell v. Progressive Direct Ins. Co.*, 407 S.C. 565, 757 S.E.2d 399 (2014)(citing *Lanham v. Blue Cross & Blue Shield of S.C., Inc.*, 349 S.C. 356, 361, 563 S.E.2d 331, 333 (2002)). The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. *Bankers Trust of South Carolina v. Benson*, 267 S.C. 152, 155, 226 S.E.2d 703, 704 (1976).

Pursuant to Rule 56(c), "the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim. *Id.* Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial. *Id.*

#### ANALYSIS

Collateral estoppel principles preclude a party from relitigating an issue which was decided in a previous action. *S. Carolina Property & Casualty Ins. Guarantee Ass'n v. Wal-Mart Stores, Inc.*, 304 S.C. 210, 213, 403 S.E.2d 625, 627 (1991). South Carolina courts have applied

the doctrine of "issue preclusion" to the factual determinations of administrative tribunals. See *Bennett v. S.C. Dep't of Corrections*, 305 S.C. 310, 312, 408 S.E.2d 230, 231 (1991) (citing *Earle v. Aycock*, 276 S.C. 471, 475, 279 S.E.2d 614, 616 (1981)) ("This Court has repeatedly held that, under the doctrines of *res judicata* and collateral estoppel, the decision of an administrative tribunal precludes the relitigation of the issues addressed by that tribunal in a collateral action."); *Crosby v. Prysmian Communications Cables & Sys. USA, LLC*, 397 S.C. 101, 109, 723 S.E.2d 813, 817 (Ct. App. 2012) (holding that the Worker's Compensation commission's findings collaterally estopped further litigation). However, not every factual determination by an administrative agency is entitled to preclusive effect. *Shelton v. Oscar Mayer Foods Corp.*, 325 S.C. 248, 254, 481 S.E.2d 706, 709 (1997).

In *Shelton*, the Court set forth the starting point for analyzing whether a particular agency's findings are preclusive:

In the abstract, there is no legitimate reason to permit a defendant who has already thoroughly and vigorously litigated an issue and lost the opportunity to relitigate the identical question . . . . The public interest demands an end to the litigation of the same issue. Principles of finality, certainty, and the proper administration of justice suggest that a decision once rendered should stand unless some compelling countervailing consideration necessitates relitigation.

*Id.* at 252.

In order to determine whether an agency's finding is preclusive, there must first be a determination of whether the finding meets the traditional elements of collateral estoppel. *Crosby*, 723 S.E.2d at 817. A party claiming preclusive effect under collateral estoppel must demonstrate that the particular issue was "(1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment." *Id.* (citing

*Carolina Renewal Inc. v. South Carolina Department of Trans.*, 385 S.C. 550, 684 S.E.2d 779 (2009)).

**A. THE DEFENDANT HAD A FULL AND FAIR OPPORTUNITY TO LITIGATE THE WAGE PAYMENT CLAIM IN THE LLR PROCEEDING.**

The Court finds that the potential penalties and civil action were sufficient incentive for Defendants to litigate the LLR claim fully. LLR's correspondence to the Defendants stated Plaintiff was "alleging non-payment of wages of [the Plaintiff]," and that the investigation was being carried out "[u]nder the South Carolina Payment of Wages Law 41-10-40." (Exhibit B). Under S.C. Code Ann. § 41-10-40 an employer must be assessed a civil penalty and can be further held responsible in a civil action pursuant to the S.C. Payment of Wages Act. S.C. Code Ann. § 41-10-80. S.C. Code Ann. § 41-10-80(D) states that if an employer violates S.C. Code Ann. § 41-10-40, the "employee may recover in a civil action an amount equal to three times the full amount of the unpaid wages, plus costs and reasonable attorney's fees as the court may allow." In addition to the statutory consequences, LLR's correspondence to Defendant stated that a "[f]ailure to respond to these allegations will result in [LLR] accepting the charges made by the [Plaintiff] as factual and appropriate Warnings/Citations being issued." (Exhibit B). Therefore, from the onset of the administrative proceeding, Defendants had sufficient indication of the serious consequences that could result from the investigation to instill the motivation to litigate the claim vigorously.

Defendants argue in their memorandum that the LLR process was not 'formal' enough for Mr. Turner to take Plaintiff's wage payment claim seriously. This argument is unpersuasive. The LLR is the same agency which has the power to revoke Mr. Turner's license to practice as a

pharmacist. Additionally, Mr. Turner was well aware that he was being investigated for a violation of state law and that if the investigation showed he violated that law, he would be fined and potentially liable for treble damages. Significantly, Defendant hired an attorney for the LLR preceding; this fact indicates that he believed the LLR investigation was serious enough to warrant a legal defense. It appears to the Court that Mr. Turner had and still has no defense, as he ultimately admitted the charges against him, and further admitted that he continued to owe the Plaintiff money.

The Court finds that Defendants had a full and fair opportunity to contest the LLR claims against them because they were able to present evidence, witnesses, and factual or legal arguments in his defense.

The Supreme Court of South Carolina held that “[w]here [a] plaintiff has had a full and fair opportunity to litigate . . . he should be collaterally estopped [from] adjudicat[ing] the same issue.” *Irby v. Richardson*, 278 S.C. 484, 487, 298 S.E.2d 452, 454 (1982). The Court of Appeals of South Carolina found that an employer had a full and fair opportunity to litigate the complaint when both parties had the opportunity to present evidence and witnesses, factual or legal arguments, and had the ability to appeal. *See Crosby*, 723 S.E.2d at 817.

Like the employer in *Crosby*, Defendants had the opportunity to present evidence, witnesses, and factual or legal arguments in his defense. LLR noted that the basis for the Plaintiff’s complaint was “that the employer has been taking her paychecks and not only forging her signature, but endorsing the checks and then cashing them at the bank and keeping the cash.” (Exhibit A). Defendants attempted to defend themselves by claiming that “his business was going through a financial strain” and that he would “take her payroll checks for her to the

bank after signing her name" and ultimately give her the cash. (Exhibit A). Clearly, the Defendants had the opportunity to submit evidence to LLR and provide all facts and evidence to refute the Plaintiffs' claims of forgery and conversion of funds. However, during the LLR proceeding, Mr. Turner ultimately admitted that he had not paid Plaintiff because the wage payment checks to her were converted and used for his purposes, rather than wage payments.

Defendants also argue in their memorandum in opposition of summary judgment that they did not have a full and fair opportunity to litigate the issue because they were not able to cross-examine Ms. Hewitt or review the documents she submitted to LLR before LLR made its ruling. This argument is not persuasive.

The purpose of Hewitt's LLR investigation determined the exact same claims asserted here under Chapter 10, Title 41 of the S.C. Code. Chapter 10 of Title 41 of the South Carolina Code was enacted in 1986. Chapter 10 is made up of 11 sections, all of which deal with "the payment of wages." Act 380 of the 106<sup>th</sup> Session of the South Carolina General Assembly was enacted in 1986 "to provide for the method and manner of the payment of wages . . . ." 1986 S.C. Acts, Act 380. This Act set forth the obligations that employers have to pay their employees, and what can occur if employers fail to meet these obligations. Section 41-10-70 clearly gives LLR the ability to conduct an investigation and in the very next code section (§41-10-80) provides that the right of civil action is given to an employee who is not paid due to an employer violation of the very same chapter. "In case of any failure to pay wages due to an employee as required by Section 41-10-40 or 41-10-50 the employee may recover in a civil action an amount equal to three times the full amount of the unpaid wages, plus costs and reasonable attorney's fees as the court may allow." S.C. Code Ann. § 41-10-80 (1993). The

legislation gives Ms. Hewitt the right to bring this action in this proceeding and *refers back to the same authority cited by the LLR investigator when she first put Mr. Turner on notice of the investigation, § 41-10-40*. Based on a reading of these documents, the General Assembly intended the regulatory powers of LLR to go hand in hand with the right of a wronged employee to bring a civil action against that same Defendants.

**B. THE WAGE PAYMENT CLAIM WHICH ASSERTS THAT DEFENDANTS CONVERTED THE PLAINTIFF'S PAYCHECKS AND DID NOT PAY THE PLAINTIFF WAS DIRECTLY DETERMINED BY LLR IN THE PRIOR PROCEEDING.**

The Court finds that the wage payment claim was directly determined by the LLR investigation because the LLR proceeding determined the existence of a violation of the South Carolina Wage Payment Act.

The Court of Appeals of South Carolina has stated that collateral estoppel bars the relitigation of issues which have been previously determined. *Crosby*, 723 S.E.2d at 820 (citing *Bennett v. South Carolina Dep't of Corrections*, 305 S.C. 310, 313, 408 S.E.2d 230, 231-32 (2011)). In *Crosby*, the Workers' Compensation Commission determined a worker was injured at work and deserved workers compensation benefits. *Id.* at 105-06. When the employee brought a claim against the employer for benefits the employer asserted as a defense that the Claimant was not an employee. *Id.* The Court of Appeals rejected this argument and held that the issue had been decided and thus the Defendant was precluded from re-litigating the workers' compensation claim.

The complaint before this Court alleges Defendant failed to pay Plaintiff wages in violation of S.C. Code Ann. § 41-10-10 *et seq.* The LLR investigation determined that Defendants committed "[a] violation of wage statute 41-10-40" by failing to pay Plaintiff wages. Because

LLR determined Defendant failed to pay Plaintiff wages and violated South Carolina's Wage Payment Act, the Defendants are precluded from re-litigating this issue.

The LLR investigation determined that the Defendants "never had [Plaintiff] sign off on any of the cash payments and has no records to show that she ever received these payments every week." The checks written to the Plaintiff were cashed by the Defendants and converted for the Defendants' use. LLR held that "our office has gone back 3 months of the claimant's payroll records for Shadia Hewitt owing her a total of \$10,400.00 for 13 missed pay dates. The employer is aware of the \$10,400.00 wage payment he owes to claimant, which he attends [sic] to pay claimant."

Pursuant to *Beall v. Doe*, 281 S.C. 363, 315 S.E.2d 186 (Ct. App. 1984), the LLR findings from the above-referenced investigation are binding on the Defendant in this action, and he is collaterally estopped from arguing that "Plaintiff was paid all salary and expenses due to [the Plaintiff]" for the period of May 3, 2013 through July 26, 2013 (Answer and Counterclaim of Defendants, p. 3). As the Defendant has presented no other valid argument in opposition to the Plaintiff's motion for partial summary judgment, the Court finds that there are no material issues of fact and that the Plaintiff is entitled to judgment as a matter of law, pursuant to Rule 56, SCRPC.

The unpaid wages for the period of May 3, 2013 through July 26, 2013 are \$10,400.00. These should be trebled, pursuant to the above-referenced code section.

It is **THEREFORE** ordered that Plaintiff's motion for partial summary judgment be, and the same is hereby granted.

It is **FURTHER** ordered that the Plaintiff is entitled to treble this amount and is entitled to actual damages of \$31,200.00, plus costs and attorneys' fees.

Within ten days of the date of entry of this order, the Plaintiff shall submit an affidavit and an affidavit of counsel setting forth the claim for attorneys' fees and costs.

**IT IS SO ORDERED**



\_\_\_\_\_  
The Honorable J. Cordell Maddox, Jr.  
Tenth Judicial Circuit

*August 16th*  
June \_\_\_\_\_, 2015

*Auderson* \_\_\_\_\_ South Carolina

# **EXHIBIT A**

S.C. DEPARTMENT OF LABOR, LICENSING AND REGULATION  
 DIVISION OF INVESTIGATIONS & ENFORCEMENT  
 OFFICE OF WAGES & CHILD LABOR  
 PO BOX 11329, COLUMBIA, SC 29211-1329

*WJD*

CITATION AND NOTIFICATION OF PENALTY

Shaws Pharmacy  
 1633 East North Street  
 Greenville SC 29607

Issuance Date:	11/26/2013
Report #:	2013-933
Employer #:	1
Citation #:	123-2014

*This citation describes alleged violation(s) of 41-10-40 & 41-10-30, South Carolina Code of Laws, 1976, as amended. The penalty (ies) listed below are based on the following violations. You must pay the proposed penalty (ies) pursuant to 41-10-30. This citation and/or civil penalty maybe reviewed by requesting, in writing, an Administrative Review. Such requests must be addressed to: Supervisor, South Carolina Department of Labor, Licensing and Regulation, Office of Wages & Child Labor, PO Box 11329, Columbia, SC 29211-1329, and must be mailed within 30 calendar days from receipt of this Citation and Notification of Penalty. To contest this citation before the Administrative Law Court, file your request for a hearing accompanied by the filing fee with the Administrative Law Court, Edgar Brown Building, 1305 Pendleton Street, Suite 224, Columbia SC 29201. This citation concerns application of the South Carolina Payment of Wage Statute and does not necessarily establish all aspects of debts due between the employer and employee.*

# OF VIOLATIONS	SECTION (S) VIOLATED	DESCRIPTION	PENALTY
	§41-10-30 (A)	Failed to give written notification as required by law to: as follows:	\$
	§41-10-30 (B)	Failed to keep records of:	\$
	§41-10-30 (C)	Failed to furnish itemized statement to each employee showing:	\$
		A warning was previously issued on	
	§41-10-40 (A)	Employer failed to pay with a negotiable instrument that was not dated for the pay day(s) in the approximate amount of \$	\$
	§41-10-40 (C)	Withheld or diverted from the wages of wages not required or permitted by state or federal law on or about in the approximate amount of \$	\$
13	§41-10-40 (D)	Failed to pay wages due to Shadia Hewitt in the approximate amount of \$10,400.00 by your regular pay day(s) of 5/3/2013 thru 7/26/2013	\$1,300.00

CERTIFICATE OF SERVICE BY MAIL  
 This is to certify that the undersigned has this date served  
 this citation in the above entitled action upon all  
 parties to this cause by depositing a copy hereto, in the United  
 States Mail, postage paid, or by the Interagency Mail Service  
 addressed to the party (ies) or their attorney (s), to the following  
 address: 1633 East North St, Greenville SC 29607  
 No. 13

*[Signature]*  
 Signature of Chief Investigator

**TOTAL OF PENALTY: \$ 1,300.00**  
 Please make check or money order payable to S.C.  
 Department of Labor, Licensing & Regulation, and  
 indicate citation number on remittance.

Case Number: 2013-933  
Employer: Shaws Pharmacy  
Claimant: Shadia Hewitt  
Type of Complaint: Wages

The claimant Shadia Hewitt filed a complaint with this office alleging that the employer did not pay her wages on multiple scheduled pay dates.

Investigator Hinton contacted the employer Charles Turner and advised him that a complaint had been filed with our office against the company and we proceeded to conduct the investigation. Investigator also received a call on 11/19/2013 from John Merrell [REDACTED] who stated that he was Mr. Turner's attorney and would be representing him in this matter.

The claimant, Shadia Hewitt, states that the employer has been taking her paychecks and not only forging her signature, but endorsing the checks and then cashing them at the bank and keeping the cash. Claimant states this has gone on for a couple of years and is owed around \$96,000 in un paid wages.

The employer, Charles Turner, states that his business was going through a financial strain and had explained this to the claimant Ms. Hewitt and with her knowledge and permission he would take her payroll checks for her to the bank after signing her name and endorsing his and in return cashing the checks. Once check was cashed, he would always give it to Ms. Hewitt even though it would not always be on the scheduled pay date. The employer stated that the reason why he started cashing the claimant's checks for her was so that he could better keep up with his business banking account and therefore preventing her checks from bouncing or coming back as NSF checks. Employer was worried that between his daily medication orders and employee paychecks all being deducted around the same time that the account would go in the negative and checks would start bouncing, so to prevent that he decided to start taking her checks up to bank himself so that he could monitor the daily account and the timing of the payroll deductions for the claimant. Employer never had claimant sign off on any of the cash payments and has no records to show that she ever received these payments every week.

In conclusion, our office has gone back 3 months of the claimant's payroll records for Shadia Hewitt owing her a total of \$10,400 for 13 missed pay dates. The employer is aware of the \$10,400 wage payment he owes to claimant, which he attends to pay claimant.

**NON-PAYMENT OF WAGES:**

<u>Pay Date:</u>	<u>Amount Owed:</u>
5/3/13	\$800
5/10/13	\$800
5/17/13	\$800
5/24/13	\$800
5/31/13	\$800
6/7/13	\$800
6/14/13	\$800
6/21/13	\$800
6/28/13	\$800
7/5/13	\$800

7/12/13	\$800
7/14/13	\$800
7/26/13	\$800
TOTAL: \$10,400	

E-1-1 Employer statement to alleged allegations.

E-1-2 Payroll Records

E-1-3 Copies of Forged Paychecks

A Warning of wage statute 41-10-30 has been issued for failure to provide in writing Terms of Employment.

A Violation of wage statute 41-10-40 has occurred and a citation is recommended for failure to pay Shadia Hewitt \$10,400 on scheduled pay dates: 5/3/13, 5/10/13, 5/17/13, 5/24/13, 5/31/13, 6/7/13, 6/14/13, 6/21/13, 6/28/13, 7/5/13, 7/12/13, 7/19/13 & 7/26/13.

**EXHIBIT B**



Nikki R. Haley  
Governor

Holly G. Pisurk  
Director

October 23, 2013

South Carolina  
Department of Labor, Licensing and Regulation  
Division of Professional and Occupational Licensing  
Office of Investigations and Enforcement



110 Centerville Drive  
Post Office Box 11329  
Columbia, SC 29211-1329  
(803) 896-4470  
FAX: (803) 896-4650  
www.llronline.com

SHAW'S PHARMACY #3  
ATTN: Charles Turner  
1633 E NORTH ST  
GREENVILLE SC 29607

**COPY**

Re: Wage Complaint: 2013-933  
Claimant: Shadia K Hewitt

Dear Charles Turner:

As an investigator, I investigate employee wage claims in order to determine employer's compliance with the South Carolina Payment of Wages Law. This office has received a wage complaint against SHAW'S PHARMACY #3 alleging non-payment of wages of Shadia K Hewitt for the dates listed on the complaint. Under the South Carolina Payment of Wages Law 41-10-40, this office may institute an investigation of the alleged violation. Please find enclosed a copy of the wage complaint received by this office. You will be required to respond within three business days to this complaint so that I can fully investigate this complaint.

In order to expedite the resolution of these allegations, please provide to me by either email or fax, copies of the following documents:

- 1) A copy of any **WRITTEN TERMS OF EMPLOYMENT** provided to the claimant. These terms would include any written notice of normal working hours, wages agreed upon, time and place of payment, and vacation policies.
- 2) The Federal Tax ID number for the business and the number of employees in South Carolina.
- 3) Time records for the employee and copy of pay checks that match the time records Dates: 1/1/2012 through 7/24/2013
- 4) Copy of company's Handbook with Policies & Procedures; Copies of all Paycheck Stubs; Copy of Payroll History; Copy of Claimants Terms of Employment
- 5) Summary of your company's position to each allegation, with supporting documentation, on your company letterhead.

Failure to respond to these allegations will result in our accepting the charges made by the claimant (as stated) as factual and appropriate Warnings/Citations being issued.

Sincerely,

Dana Hinton  
Investigator III  
(803) 896-4759  
dana.hinton@llr.sc.gov