

IN THE CLAIMS COMMISSION OF THE STATE OF TENNESSEE
MIDDLE DIVISION

FILED
IN THE CLAIMS COMMISSION
CLERK'S OFFICE
2013 JUL 24 A 11:52

ANTONIUS HARRIS, et al,)
)
 Claimants,) Claim No. T20121412
)
vs.)
)
STATE OF TENNESSEE,)
) Regular Docket
 Defendant.)

ORDER GRANTING STATE'S MOTION TO DISMISS

This matter came on before Robert N. Hibbett, Commissioner and judge of the facts and the law, upon the transfer of this claim from the Division of Claims Administration. This claim arises out of a wage dispute between Claimants, who are inmates incarcerated at Riverbend Maximum Security Institution of the Tennessee Department of Correction, and the State. Claimants allege that they were not paid as promised for work performed in the Riverbend facility. The State, in its Motion to Dismiss, has argued that Claimants have failed to state a claim for negligent deprivation of statutory rights under Tenn. Code Ann. §9-8-307(a)(1)(N). The State has also argued that Claimants have failed to state a claim for breach of a written contract pursuant to Tenn. Code Ann. §9-8-307(L). For

the reasons outlined below, the Tribunal grants Defendant's motion to dismiss.

I. Claimants have failed to state a claim for negligent deprivation of statutory rights because inmates are not "employees" within the meaning of Tenn. Code Ann. §50-2-101, §50-2-104, or §50-2-105.

In order to maintain a claim for negligent deprivation of a statutory right, Claimants must first point to the existence of a statutory right. *See Abrams v. Madison County Highway Dep't*, 495 S.W.2d 539 (Tenn. 1973).

The Supreme Court of Tennessee has held that an inmate "cannot and does not make a true contract of hire with the authorities by whom he is confined. The inducements which might be held out to him, in the form of extra food or even money, are in no sense consideration for an enforceable contract of hire." *Id.* at 541. While the statute at issue in *Abrams* was a worker's compensation statute, the underlying analysis concerning the employment status of inmates is fundamentally the same. Tenn. Code Ann. §50-2-101(a) excludes "domestic service and agricultural pursuits" from the requirement that prospective employees be informed as to wages. Some legal scholars have drawn parallels between inmate labor and other "non-market" sources of labor, for example:

Like the more familiar housework and caregiving performed by family members at home, prisoners' labor is located outside the economy on conventional maps of social spheres drawn by lawyers, demographers, and economists.

Noah D. Zatz, *Working at the Boundaries of Markets: Prison Labor and the Economic Dimension of Employment Relationships*, 61 Vand. L. Rev. 857, 864 (2008).

Further, the express language of Tenn. Code Ann. §41-1-402(1) manifests a clear intention of the General Assembly to require inmates "to perform some type of work." By contrast, there is no express language, either in Tenn. Code Ann. §41-1-402 or §50-2-101 *et. seq.*, which supports Claimants' assertion that inmates are "employees" within the meaning of the Wage Regulations Act. Therefore the Tribunal holds that Claimants have failed to state a claim for negligent deprivation of statutory rights under Tenn. Code Ann. §9-8-307(a)(1)(N).

II. Claimants have failed to state a claim for breach of a written contract.

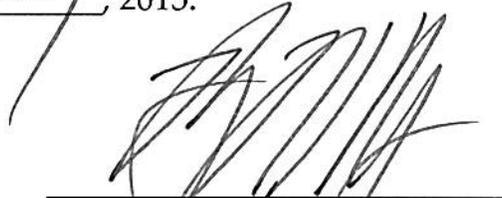
The Claims Commission has authority to hear "actions for breach of a written contract between the claimant and the state which was executed by one (1) or more state officers or employees with authority to execute the contract." Tenn. Code Ann. §9-8-307(a)(1)(L). Claimants have failed to point to the existence of a written contract within the meaning of this

statutory provision. Accordingly, the Claims Commission lacks subject matter jurisdiction to hear Claimants' breach of contract claim, and the claim must be dismissed. *See Stewart v. State*, 33 S.W.3d 785, 790 (Tenn. 2000).

IT IS THEREFORE ORDERED:

That the claim is respectfully dismissed with prejudice.

ENTER this 23 day of July, 2013.



ROBERT N. HIBBETT
Claims Commissioner

CERTIFICATE OF SERVICE

This is to certify that a true and exact copy of the foregoing document has been served upon the following parties of record:

PAMELA S. LORCH
Attorney General's Office
P. O. Box 20207
Nashville, TN 37202-0207
(615) 322-2594

STEVEN C. COMPTON
Attorney for Claimant
P.O. Box 633
Nolensville, TN 37135
(615) 483-0348

This 24th of July, 2013.



PAULA SWANSON
Administrative Clerk
Tennessee Claims Commission