

Please Read Instructions on Reverse Side of Yellow copy

Please print in ink or type

Arkansas State Claims Commission

F18

NOV 21 2014

BEFORE THE STATE CLAIMS COMMISSION Of the State of Arkansas

RECEIVED

- Mr. Mrs. Ms. Miss

Johnny Lee Nichols 115100 Claimant

State of Arkansas, Respondent

Dept. of Correction

Do Not Write in These Spaces
Claim No. 15-0394-CC
Date Filed Nov 21, 2014
Amount of Claim \$ 15,000.00
Fund DOC

COMPLAINT Failure to Follow Procedure

Johnny Lee Nichols 115100 the above named Claimant, of P.O. Box 600, Grady AR 71644

County of Lincoln represented by pro-se

of (Street and No.) (City) (State) (Zip Code) (Phone No.) (Fax No.) says:

State agency involved: Arkansas Department of Correction Amount sought: \$ 15,000.00

Month, day, year and place of incident or service: August 14, 2013 Unconscionable Contract - UCC 92-302

Explanation: I was forced to sign a contract under duress through coercion. IF I did not sign the contract, I was under the threat of Major Disciplinary action against my prison class with punishments and possibly punitive time in isolation. The violation is Administrative Directive 12-2 Refusal to participate in a treatment program.

There appears to be a scheme devised that the inmate is placed in the program barracks ahead of time therefore by this placement it is considered his job assignment and refusal to accept assignment, sign the contract, will result in a disciplinary. Had it not been for the coercion or threat of being punished, I would not have signed the contract, but did file many grievances in protest of this malicious scheme which did result into what appears to be retaliation. The following facts are also what lead up to the position I am in reference to case No. 15-0345-CC before this Honorable Claim Commission:

(1) That in the month of August 2013 I was transferred to Pine Bluff Work Release Program, housed in barracks 3, room 11. On the day I, Johnny Lee Nichols 115100, was to receive a job working in the Free World

As parts of this complaint, the claimant makes the statements, and answers the following questions, as indicated: (1) Has claim been presented to any state department or officer thereof? NO

(Yes or No) when? (Month) (Day) (Year) to whom? (Department)

and that \$ was paid thereon: (2) Has any third person or corporation an interest in this claim? ; if so, state name and address

(Name) (Street or R.F.D. & No.) (City) (State) (Zip Code)

and that the nature thereof is as follows: ; and was acquired on ; in the following manner:

THE UNDERSIGNED states on oath that he or she is familiar with the matters and things set forth in the above complaint, and that he or she verily believes that they are true.

Johnny Lee Nichols (Print Claimant/Representative Name) Johnny Lee Nichols (Signature of Claimant/Representative)

SWORN TO and subscribed before me at Grady Ark

(SEAL) Edward Lane on this 18th day of March 2014

Notary Public State of Arkansas Lincoln County Commission # 12362690

SF1- R7/99 Commissioner Expires July 20, 2017

July 20 2017 (Notary Public) (Month) (Day) (Year)

making money (that would be saved for when he would be released from prison) ARKANSAS DEPARTMENT OF CORRECTIONS / Arkansas Department of Corrections (From here forward will be (ADC)) Administration stopped this action from taking place, and directed the Warden of Pine Bluff Unit to transfer Johnny Lee Nichols to the Therapeutic Community (T.C.) Program to complete the program before he would be receiving a job which is NOT part of requirements set forth in policy, Administrative Regulation 1200 Work Release.

(2) Johnny Lee Nichols was not scheduled to see the Parole Board for three (3) years and they are the only authority, besides a court, that can stipulate a program on an inmate, that must be completed before the inmate can be released on parole.

(3) ADC has devised a scheme, by its Administrative Directives (of then) 04-14 quoted in the T.C. Client Handbook and Administrative Directive (AD) 12-32 Assignment to Programs that once ADC has placed an inmate in the barracks, it is considered a job assignment and refusal to accept assignment (by not signing the contract) to a correctional program will result in a disciplinary being written, which will be violation AD 12-2 Refusal to participate in a treatment program.

(4) ADC employees and the T.C. Client Handbook says that the T.C. Program and others like it are "VOLUNTARY" only because this is a "must" to receive Federal Block Grants for each inmate that goes through the program.

- (5) That Johnny Lee Nichols was forced to sign into the THERAPEUTIC COMMUNITY (T.C.) PROGRAM under contract on August 14, 2013.
- (6) That Johnny Lee Nichols was under duress (threats and coercion) to sign the contract or be punished through a Major Disciplinary if he did not sign the contract and participate in the program.
- (7) That the performance of this contract was illegal and un-lawful due to the fact it required Johnny Lee Nichols to be subjected to intentionally cruel and wanton punishments such as sleep deprivation, etc., etc..
- (8) That Johnny Lee Nichols was BLACK-MAILED to sign into the T.C. Program by ADC Administration before he would be allowed to be placed on a job that would pay money, for upon his release, only because ADC receives funds from Federal Block Grants for each signed contract.
- (9) A contract that is signed under "duress" of any kind is in violation of the Uniform Commercial Code - U.C.C. such as § 2-302 Unconscionable Contract and/or adhesion contract and/or FRAUD because there is no choice to participate voluntarily/willingly.
- (10) That Johnny Lee Nichols was not allowed to have a copy of the contract that he signed under duress and did request a copy "in writing" on October 1, 2013 but was ignored by the T.C. Program staff: Sharon McGlothlin, Cecilia Thompson, and Ms. Perham.

(11) That the T.C. Program main structure is that inmates are to confront negative behaviors, ironically enough when Johnny Lee Nichols protested the laws that were being violated, he was punished for doing so. The T.C. Program staff wanted the inmates to only confront each other which places one inmate in a position to abuse another. Inmates may not be placed in positions of authority over other inmates and may not be given power to exercise discretion in the control of other inmates "in any way". A permanent injunction was entered in 1982 prohibiting ADC from placing inmates in positions over other inmates in case: FINNEY V MABRY, 534 F.Supp. 1026 (1982).

This program puts ADC in contempt of court.

(12) That Johnny Lee Nichols did confront all negative behaviors and did participate in the program by handing in all home work on time, participate in class, and did do all inmate inflicted sanctions that were placed on him.

(13) That it is illegal, un-lawful, and morally wrong to make a rule that by its enforcement, "its sole existence", it produces funds. Since all parties that are involved in this contract and all parties who refused to correct its abuse have some benefit from this contract, they all share in intent, accessory, conspiracy, and possibly racketeering. A man has a property right in the "use" of his name and it can not be taken from that man under ultimatum of unfair conditions.

Each grievance should be considered for its complete statement; the response of each grievance should be noted for its lack of any concern and blatant disregard for policy and the law.

There was a total of 15 grievances written on this issue however some of them quoted specific issues that this Honorable Commission declines to entertain.

(14) That in grievance TU-13-00473 and TU-13-00480 Johnny Lee Nichols contested the fact that he was forced to be subjected to the T.C. Program before he could be placed on a Free World job that would pay money. He contested being BLACK-MAZLED.

(15) That in grievance WR-13-00211 Johnny Lee Nichols directly contested the discrepancy of how the T.C. Program is NOT a voluntary program by the policy that is quoted in the T.C. Client Handbook. The appeal from the warden's decision was signed and mailed out on December 6, 2013. Wendy L. Kelley rejected the appeal because she said Nichols did not follow policy and the time had expired. Wendy Kelley is giving the impression that she did not receive the appeal till December 30, 2013. So are "WE" to believe the U.S. Postal Service took 24 days to deliver my appeal to Wendy Kelley's office?

(16) That in grievance WR-13-00218 Johnny Lee Nichols directly contested the T.C. Program staff members actions of adding an extension of time on to the total amount of time he must do in the program, without real justification. Staff did not like the fact that Nichols

confronted their negative behavior and nor their law breaking. This grievance is not a necessary element of this claim but it does show the mind set of all people involved. NOTICE again that Nichols signed and mailed the appeal out through the U.S. Mail the very same day he received the rejection from the warden, which was December 6, 2013. Again Wendy L. Kelley rejected the appeal because it took 24 days to reach her office through the U.S. Postal Service.

(17) That in grievances WR-13-00181 and WR-14-00024 Johnny Lee Nichols directly contested the contract that he was forced to sign however there are also declarations of the contracts performance which are constitutional violations which would not have been allowed or possible without the Unconscionable Contract in question.

IN NO WAY IS Johnny Lee Nichols BRINGING A CONSTITUTIONAL CLAIM TO THIS HONORABLE CLAIMS COMMISSION, only the contract in question. By the contract ADC employees said they had the right to exploit the inmates.

A contract "must" be entered into knowingly, voluntarily, & intentionally.

Arkansas Department of Corrections employees involved in this contract :

Sharon McGlothlin, Cecilia Thompson, Eve Parham, Dexter Payne, Marvin Evans, Wendy L. Kelley, and Grant Harris

also Stephen D. William, Mr Chism

CONCLUSION

This contract is a good example of how Johnny Lee Nichols and others are being exploited for economic and commercial gain to the fullest extent. To use threats, coercion, or to be under duress to sign a contract makes the contract unconscionable under the Uniform Commercial Code - Title 4 of the A.C.A - § 2-302.

THIS IS A SWORD AS WELL AS A SHIELD !!!

Duress is considered as a species of fraud in which compulsion in some form takes the place of deception in accomplishing an injury, and, like fraud, constitutes a meritorious ground to set aside a contract executed as a result thereof. The free assent of the parties being essential to a valid contract, duress, either of imprisonment or by threats, or other acts, by which the free will of the party is restrained and his consent induced, will render the contract voidable at the instance of the injured party signs the contract.

Due to the fact ADC receives funds for each inmate that goes through the T.C. Program and each contract is signed under duress, ADC is committing fraud to receive those funds and can be proven by ADC policy.

There is a list of 45 witnesses, including my self, all of which was forced to sign the same contract under duress. How many of these contracts was signed in 2014?

There is NO way ADC can deny this.

A contract "must" be entered into knowingly, voluntarily, and intentionally.

TI **WITNESSES**
or **WITNESSES**

WITNESSES

to satisfy

11-11-2011 00

Robins, M

Mackcum, M

Bynum, D

Brewer, W

Farley, S

Sims, F

Law, P

Ballin, P

Gates, R

Emery, D

Paramo, E

Williams, N

Sanders, J

Jensen, Lloyd

COX J

Morehead, R

Thomas, J

kellensworth B

Martin, K

Norris, D

Lambert, K

Robinson, R

Holladay, M

Elliott, D

Buker, B

Foster, J

Debnar J

Morris, G

Mitchell, D

Richards, T

Tucker, T

Morgan B

McGee, M

HOOTEN B.

Ayala, E

Stocker, E

Wallace, D

Stacy, F

Killinger, J

Mitchell, J

Burrows, D

Clark, A

Winston, J

Andrews, A

Nichols, J

INJURIES

As a result of the actions of ADC employees following the management of the administration through Regulations and Directives, the policies have become in error against the laws of the STATE OF ARKANSAS, therefore ADC has profited from my signature by illegal and unlawful ways:

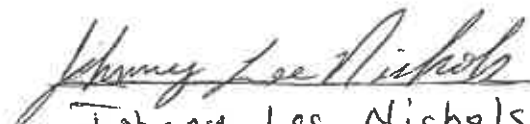
- (1) ADC nor any of its employees have my permission to use my signature,
- (2) Any signature ADC does have was obtained illegally and unlawfully,
- (3) Johnny Lee Nichols did not receive any just compensation for the signature that was acquired under duress,
- (4) The grief that has been endured bringing this to the ADC Administration,
- (5) The cost and time for preparing this complaint such as copying fees, postage, etc. . . .

RELIEF

For the reasons herein given
I am requesting this Commission to award
me \$15,000.00 or half of what ADC
made off of the contract I was forced to
sign, which ever one is the least of the
two and any or all relief deemed just and
proper.

Good and valuable consideration.

Respectfully


Johnny Lee Nichols

November 18, 2014

Arkansas Claims Commission
DEC 01 2014

RECEIVED
CLAIMANT

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

JOHNNY L. NICHOLS (ADC 115100)

V. NO. 15-0394-CC

ARKANSAS DEPARTMENT OF CORRECTION

RESPONDENT

ANSWER

COMES NOW the Respondent, Arkansas Department of Correction, and for its Answer, states and alleges as follows:

1. Respondent denies liability in this claim and asserts it will hold the Claimant to strict proof on each allegation unless admitted by Respondent. Respondent reserves the right to plead further upon completion of the investigation by internal affairs and requests the matter be held in abeyance until the investigation is complete.
2. The applicable account information required by the Commission is:

a. Agency number: 0480	b. Cost Center: HCA 0100
c. Internal Order: 340301	d. Fund Center: 509

WHEREFORE, for the reasons cited above the Respondent prays that the claim be dismissed with prejudice and that Claimant take nothing, or in the alternative that the matter be held in abeyance until completion of the investigation by internal affairs.

Respectfully submitted,
Department of Correction Office of Counsel

Lisa Mills Wilkins by JDS
 LISA MILLS WILKINS Ark. Bar #87190
 Attorney Supervisor
 Post Office Box 8707
 Pine Bluff, AR 71611
 (870)267-6844 Office
 (870)267-6373 Facsimile

CERTIFICATE OF SERVICE

I certify that a copy of this pleading has been served this 26 day of November 2014, on the Claimant by placing a copy of the same in the U. S. Mail, regular postage to:

Johnny L. Nichols (ADC 109352)
Varner Unit
PO Box 600
Grady, AR 71644-0600

Lisa Mills Wilkins by JDS
 LISA MILLS WILKINS Ark. Bar #87190

BEFORE THE STATE CLAIMS COMMISSION

JOHNNY LEE NICHOLS 115100

CLAIMANT

Vs.

No. 15-0394-CC

ARKANSAS DEPARTMENT OF CORRECTIONS
(ADC)

December 3, 2014

RESPONSE TO RESPONDENT

REQUEST FOR A HEARING

Arkansas Claims Commission
DEC 05 2014
RECEIVED

Now comes the Claimant, Johnny Lee Nichols, pro se, in responding to Lisa Mills Wilkins (ADC) and Requesting a Hearing be set to present this claim to this Honorable Commission, by the following Facts:

- ① Respondent denies liability of any wrong doing of the employees of ADC however Nichols has exhausted many grievances pertaining to this issue and those employees did not provide a remedy for their actions.
- ② ADC employees forced Nichols to sign a contract, or be punished for not signing the contract, which makes this action under duress through coercion, thereby breaking many laws of the Uniform Commercial Code

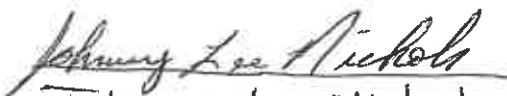
- U.C.C. - which is in Title 4 of the Arkansas Code Annotated, more specific but not limited to §4-2-302 Unconscionable Contract.

And since ADC policy will prove this is the normal procedure that employees follow to ensure that the contract is signed, each contract, by law, is VOID.

③ By this neglect of law Johnny Lee Nichols has been caused a considerable injury and he believes that he should be allowed to move forward with discovery and will be submitting admissions to the Respondent in short order.

④ Since the Respondent failed to address the claims set forth by Johnny Lee Nichols, the Respondent has in fact left all claims and issues in dispute. Therefore the Claimant prays this matter be set for a hearing before this Honorable Commission.

Respect Fully



Johnny Lee Nichols

VARNER UNIT

P.O. Box 600

Grady, AR 71644

CERTIFICATE OF SERVICE

I, Johnny Lee Nichols 115100, do certify that a copy of this response was placed in the Vorner Unit Inmate Mail box and sent postage prepaid by the U.S. Mail Service to:

Lisa Mills Wilkins
P.O. Box 8707
Pine Bluff, AR 71611

December 3, 2014

Johnny Lee Nichols
Johnny Lee Nichols

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

JOHNNY NICHOLS (ADC #115100)

CLAIMANT

V.

NO. 15-0394-CC

ARKANSAS DEPARTMENT OF CORRECTION

RESPONDENT


RESPONDENT'S MOTION TO DISMISS

COMES NOW the Respondent, Arkansas Department of Correction, and for its MOTION TO DISMISS, states and responds as follows:

1. Claimant seeks \$15,000.00 for failure to follow policy. This court lacks jurisdiction over this subject matter under ARCP 12(b)(1) and 12(b)(6) and it should be dismissed.
2. Claimant states that he was forced to sign a contract for his job assignment as part of the ADC policy.
3. Respondent was following its policy in assigning an inmate to a job or treatment program. It did not violate any policy by having Claimant assigned to a therapeutic Community Program.
4. Furthermore, job assignments are non-grievable and Claimant has no right to be housed to assigned to any particular place as long as it is not in violation of a medical script. He has alleged no such violation.
5. Based on the foregoing statements, has failed to state a claim upon which relief can be granted herein under ARCP Rule 12(b)(6) and 12(b)(1).

WHEREFORE, for the reasons stated above and the evidence submitted, the Claim filed should be dismissed.

Respectfully submitted,
Department of Correction Office of Counsel


LISA MILLS WILKINS Ark. Bar #87190
Attorney Supervisor
Post Office Box 8707
Pine Bluff, AR 71611
(870)267-6844 Office
(870)267-6373 Facsimile

Arkansas Claims Commission
DEC 19 2014
RECEIVED

CERTIFICATE OF SERVICE

I certify that a copy of this Motion to Dismiss has been served this 18 day of December, 2014, on the Claimant by placing a copy of the same in the U. S. Mail, regular postage to:

Johnny L. Nichols (ADC 115100)
Varner Unit
PO Box 600
Grady, AR 71644-0600


LISA MILLS WILKINS Ark. Bar #87190

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

JOHNNY LEE NICHOLS 115100

CLAIMANT
Arkansas Claims Commission

- VS -

NO. 15-0394-CC

DEC 23 2014

RECEIVED

ARKANSAS DEPARTMENT OF CORRECTIONS
(ADC)

CLAIMANTS RESPONSE TO RESPONDENT

CLAIMANT REQUESTS DISMISSAL OF
RESPONDENT'S MOTION

Comes Now, Johnny Lee Nichols, pro-se, against Arkansas Department of Corrections (ADC) attorney Lisa Mills Wilkins and her motion to Dismiss Case No. 15-0394-CC.

1. This case should not be dismissed because what has been stated is incorrect.
2. Nowhere in ADC Administration Regulation (AR) or Administrative Directive (AD) does it say that an inmate must sign his name on a contract, NOR can Johnny Lee Nichols find where it says anything about a contract at all.
3. IF it did say that the inmate must sign the contract or be written a disciplinary, this would be against the Uniform Commercial Code (UCC).

④ ALL contracts "must" be entered into KNOWINGLY, INTENTIONALLY, and WILLINGLY to be valid, or what is the point in going through the motions of a contract at all.

⑤ Our society is nothing but contracts, therefore ADC would be violating the law if in any AR or AD they did say I must contract or be punished for not signing the contract.

I do not believe they will find a legislative body that will pass any law that will violate this #1 rule: knowingly, willingly, and intentionally.

⑥ PROVE THIS AR or AD DOES EXIST!
- That violates the Uniform Commercial Code —

⑦ What ADC employee(s) are doing is: YES they are assigning the inmate to the Treatment Program as a job assignment, and, then, the Contract is forced on the inmate because ADC must have a contract to be able to "NOT" violate a court order, because the performance is unlawful.

⑧ There is a permanent injunction prohibiting the Respondents from placing inmates in positions of authority or discretion and control over other inmates "in any way".
FINNEY -VS- MABRY, 534 F. Supp. 1026 (1982).

⑨ Without a contract this is contempt of court,
- FEDERAL COURT —

⑩ And this contract "MAYBE" how ADC receives their Federal Block Grants Fund for each participant.

⑪ "Job Assignment" is a term that may be being used in such a manner in which to prevent grievances on the treatment programs. However, we can not let this fact camouflage the main issue of this case, namely a contract is a contract and should follow U.C.C. rules. Specifically, a contract "must" have no duress involved from either party to be conscionable as per U.C.C. 2-302. This contractual issue has been ignored in the Respondents MOTION TO DISMISS.

⑫ The contract that the ADC forces an inmate to sign (including claimant) allows the staff to treat me in an unlawful and inhumane way and they use "the contract" as a way to claim an inmate has waived his "right" to fair and civilized treatment. However again as inmates we "do not" enter into this contract knowingly, willingly, intentionally, or voluntarily due to the fact we are coerced to enter into this illegal contract.

The Respondent has presented a smoke screen to this Honorable Commission, trying to deceive, and should be held accountable.

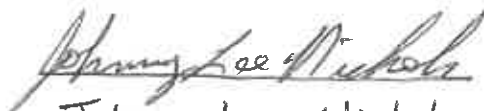
How long would our society stand within the business world if contracts were forced on them?

Voluntary Servitude requires a voluntary contract or it would be slavery.

This "MOTION" the Respondents has presented should be dismissed with prejudice and allow CLAIMANT to continue with his REQUEST FOR ADMISSIONS in this case: NO. 15-0394-CC

I Johnny Lee Nichols appeal to this Honorable Commission and to the General Assembly on this U.C.C. violation.

Respectfully,




Johnny Lee Nichols
P.O. Box 600
Grady, AR 71644

CERTIFICATE OF SERVICE

I certify that a copy of this Response to Respondent has been served this 21 day of December 2014 on the Responded by placing a copy of the same in the U.S. Postal Service, postage pre-paid to:

Lisa Mills Wilkins
P.O. Box 8707
Pine Bluff, AR 71611



Johnny Lee Nichols

STATE CLAIMS COMMISSION DOCKET
OPINION

Amount of Claim \$ 15,000.00

Claim No. 15-0394-CC

Johnny Nichols, #115100 Claimant Attorneys Pro se Claimant
vs.
AR Dept. of Correction Respondent Lisa Wilkins, Attorney Respondent
State of Arkansas
Date Filed November 21, 2014 Type of Claim Failure to Follow Procedure

FINDING OF FACTS

The Claims Commission hereby unanimously grants the Respondent's "Motion to Dismiss" for reasons set forth in paragraphs 2, 3, and 4 contained in the motion. Therefore, this claim is hereby unanimously denied and dismissed.

(See Back of Opinion Form)

CONCLUSION

The Claims Commission hereby unanimously grants the Respondent's "Motion to Dismiss" for reasons set forth in paragraphs 2, 3, and 4 contained in the motion. Therefore, this claim is hereby unanimously denied and dismissed.

Date of Hearing January 8, 2015

Date of Disposition January 8, 2015

Richard May Chairman
H. A. Moore Commissioner

Bill Janata Commissioner

**Appeal of any final Claims Commission decision is only to the Arkansas General Assembly as provided by Act #33 of 1997 and as found in Arkansas Code Annotated §19-10-211.

IN THE STATE CLAIMS COMMISSION

JOHNNY LEE NICHOLS 115100

CLAIMANT RECEIVED

Arkansas
State Claims Commission
JAN 14 2015

- VS - CASE NO. 15-0394-CC

ARKANSAS DEPARTMENT OF CORRECTIONS
- ADC -

MOTION FOR RECONSIDERATION

Explanation:

Claimant, Johnny Lee Nichols, requests that the Claims Commission would reconsider the decision given on January 8, 2015 regarding this claim. This claim was dismissed on January 8, 2015 for reasons set forth in paragraphs 2, 3, and 4 contained in the "Motion to Dismiss" as filed by attorney for Respondent, Lisa Wilkins. This reconsideration should be granted and set for hearing because the attorney for Respondent has manipulated, confused, and intertwined their answers to deceive this Honorable Commission, further more the interest of justice for claimant's claims have been totally disregarded and dishonored by the Respondent.

RELIEF

Claimant requests discovery in this claim to be continued with a hearing date set for the conclusion of this matter before the assembled commission, or in the alternative, claimant would request that the Arkansas State Claims Commission would consider

this as NOTICE OF APPEAL in this matter, and Forward NOTICE to the proper Venue, and provide Plaintiff with directions for proper procedures for making such appeal to the Arkansas General Assembly (or Subcommittee) as provided by Act #33 of 1997 and as found in Arkansas Code Annotated § 19-10-211; and any or all relief deemed just and proper.

Respectfully
Johnny Lee Nichols
Johnny Lee Nichols

CERTIFICATE OF SERVICE

I certify that a copy of this Motion for Reconsideration has been served this 12th day of January 2015 on the Respondent by placing a copy of the same in the U.S. Postal Service to:

Lisa Mills Wilkins
P.O. Box 8707
Pine Bluff, AR 71611

Johnny Lee Nichols
Johnny Lee Nichols

Johnny Lee Nichols 115100 requests that this Honorable Commission "RE-READ" his motion:

"CLAIMANTS RESPONSE TO RESPONDENT"

that was file-marked December 23, 2014 because Nichols clearly made declarations that exposes ADC, the Respondent.

This contractual issue has been ignored, so far, completely in this case. In "NO" Administrative Regulation, Directive, Memorandum, Notice, or any other rule or policy of ADC does it say that there is a contract because it is disguised as a job assignment. As inmates we do not enter into this contract knowingly, willingly, intentionally, or voluntarily like a contract requires. WE WILL BE PUNISHED IF WE DO NOT SIGN THE CONTRACT. By signing this contract it appears we are waiving our rights to fair and civilized treatment(s).

Johnny Lee Nichols
January 12, 2015

STAT CLAIMS COMMISSION DOCKET
OPINION

Amount of Claim \$ 15,000.00

Claim No. 15-0394-CC

Johnny Nichols, #115100 Claimant Pro se Claimant
vs. Attorneys
AR Dept. of Correction Respondent Lisa Wilkins, Attorney Respondent
State of Arkansas
Date Filed November 21, 2014 Type of Claim Failure to Follow Procedure

FINDING OF FACTS

The Claims Commission hereby unanimously denies Claimant's "Motion for Reconsideration" for the Claimant's failure to offer evidence that was not previously available. Therefore, the Commission's January 8, 2015, order remains in effect.

IT IS SO ORDERED.


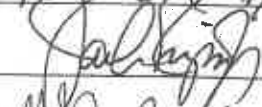
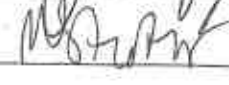
(See Back of Opinion Form)

CONCLUSION

The Claims Commission hereby unanimously denies Claimant's "Motion for Reconsideration" for the Claimant's failure to offer evidence that was not previously available. Therefore, the Commission's January 8, 2015, order remains in effect.

Date of Hearing February 5, 2015

Date of Disposition February 5, 2015


Chairman

Commissioner

Commissioner

**Appeal of any final Claims Commission decision is only to the Arkansas General Assembly as provided by Act #39 of 1997 and as found in Arkansas Code Annotated §19-10-211.

BEFORE THE STATE CLAIMS COMMISSION

JOHNNY LEE NICHOLS 115100

CLAIMANT / APPELLANT

- VS -

CASE No. 15 - 0394 - CC

ARKANSAS DEPARTMENT OF CORRECTIONS

RESPONDENT

FEBRUARY 15, 2015

Arkansas
State Claims Commission
FEB 20 2015

NOTICE OF APPEAL

The claim Nichols made was not addressed, at all

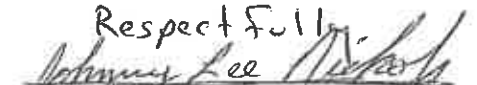
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I, Johnny Lee Nichols the pro se Claimant / Appellant hereby gives NOTICE of appeal as this Honorable State Claims Commission has erred in their unanimous dismissal of this claim and then in denying the Reconsideration therefore Nichols seeking a remedy must appeal to the Arkansas General Assembly as provided by Act # 33 of 1997 and as found in Arkansas Code Annotated section 19-10-211.

(A policy of ADC, "In No Way", is superior to the uniform Commercial code)

The learned Attorney for ADC has implied that forcing inmates to sign a contract is policy and without any verification (PROOF) the Honorable Claims Commission has created this error by assuming a contract can be signed under duress (threat of punishment). Good Faith requires a contract to be entered into knowingly, willingly, intentionally, and voluntarily. By signing the contract in question, it appears we as inmates are waiving our rights to fair and civilized treatment, or punished if we do not sign the contract.

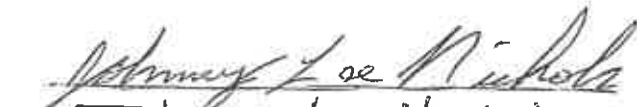
Respectfully,


Johnny Lee Nichols

CERTIFICATE OF SERVICE

I certify that a copy of this
NOTICE OF APPEAL has been served
this February 15, 2015 on the Respondent
by placing a copy of the same in the
U.S. Postal Service, postage prepaid
to:

Lisa Mills Wilkins
Attorney Supervisor
P.O. Box 8707
Pine Bluff, AR 71611


Johnny Lee Nichols