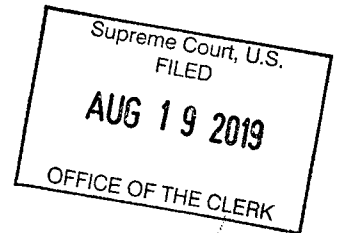


19-5706

No. _____

ORIGINAL

IN THE
SUPREME COURT OF THE UNITED STATES



James Gregory Armistead — PETITIONER
(Your Name)

vs.

Laura P. Watson, et al. — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

U.S. STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

JAMES GREGORY ARMISTEAD
(Your Name)

Scotland Correctional Institution
(Address) 22385 McGirts Bridge Rd

Laurinburg, North Carolina 28353
(City, State, Zip Code)

N/A
(Phone Number)

QUESTION(S) PRESENTED

WHETHER COURT OF APPEALS CIRCUIT
COURT ERROR FOR DENYING PETITIONER'S
42 U.S.C. § 1983 CLAIM AS TIME-BARRED
WHEN PETITIONER'S CLAIMS IS BASE ON
AN INJUNCTION, ALSO PETITIONER'S
CLAIM WAS BASED ON WORKFORCE
INVESTMENT ACT AGREEMENT CONTRACT
28 U.S.C. § 1346(a)(2) 2. Tucker Act.

WHETHER CIRCUIT COURT OF APPEAL'S
ERROR FOR DENYING PETITIONER'S CLAIM
FOR FAILS TO STATE A CLAIM UPON WHICH
RELIEF MAY BE GRANTED, WHEN PETITIONER
HELD STATE'S AND FEDERAL AGENCY NEGLIGENCE
FOR HIS INCARCERATION BY THE FULFILLMENT
OF AN LEGALLY BINDING WORKFORCE AGREEMENT.

LIST OF PARTIES

- [] All parties appear in the caption of the case on the cover page.
- [☒] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

JENNIE BOWEN

TIMOTHY WARE

ROGER SHACKLEFORD

MOSE DORSEY

SETH EDWARDS

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CASES

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see eg. Wesley W. Kirk v. U.S. of America, 451 F.2d 690 (10th Cir. 1971) pg. 1 & 2	
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Constantine v. Rectors and Visitors of George Mason University 411 F.3d 474 (4th Cir. 2006) pg. 1 & 2	
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McKithen v. Brown, 481 F.3d 89 (2d Cir. 2007) pg. 4	

STATUTES AND RULES

14-100 N.C. Gen. Stat. obtaining property by false pretenses, The Workforce Investment Act. Agreement Contract of 1998 Public Law 105-220, Professor Corbin has said that express contract includes those contracts actually intended and tacitly understood. 3 Corbin on Contracts § 563, 1960 Ed. Thus then, there must be either Circumstances or Conduct from it that can be inferred that there was a meeting of the mind b. or either testimony or proof of an express Written Contract. An Contract agreement is an legal binding document.

OTHER

Where services performed by one person are knowingly and voluntarily accepted by another the law will presume that such services were given and received in expectation of being paid therefor, and will imply a promise to pay the reasonable worth, but where a party voluntarily does an act or renders services, and there is no intention at that time that he should charge therefor, or understanding, express or implied, that the other should pay, he will not be permitted to recover, for the law does not convert an intended gratuity into a legal obligation. 15 O.S. 1951 §§ 131-133.

IN THE
SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☒ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix B to the petition and is

☐ reported at unknown; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

The opinion of the United States district court appears at Appendix A to the petition and is

☐ reported at unknown; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

☐ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix N/A to the petition and is

☐ reported at N/A; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the N/A court appears at Appendix N/A to the petition and is

☐ reported at N/A; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

JURISDICTION

☐ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was June 24, 2019.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: July 31, 2019., and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☐ For cases from **state courts**:

The date on which the highest state court decided my case was _____.
A copy of that decision appears at Appendix _____.

☐ A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

An unforeseeable enlargement of Criminal statute, applied retroactively, operates precisely like an ex post facto law, or law impairing the obligation of Contracts, such as Art. I § 10. of the Constitution forbids. It is clear the Wisdom of the Job Link program decision to entered into the agreement with Petitioner should be of no concern to state prosecutor.

Workforce Investment Act. Agreement of 1998 Public Law 105-220, a right to benefits that is granted esp. by law or contract, Some Courts have held that entitlements are a property interest and therefore subject to procedural due process under Fifth and Fourteenth Amendments to U.S. Constitution When denied by federal or state governments,

A government program that provides provides benefits to members of a group that has a statutory entitlement, also the benefits distributed by such a program. Agreement, a act or fact of agreeing (by mutual). Unity of opinion, understanding, or intent; esp: the mutual assent of the contracting parties to the same terms (if they reach), Under Common law, agreement is a necessary element of a valid contract.

Under Uniform Commercial Code section 1-201(3), agreement is the is the bargain of the contracting parties as represented explicitly by thier language or implicitly by other circumstances (as a course of dealing) an expression (as a settlement, covenant, or contract) must be sufficiently definite before a court can enforce it - J. D. Calamari and J. M. Perillo.

STATEMENT OF THE CASE

Defendant Was indicted on 10 May 2010 for two Count of obtaining property by false pretenses and the status of being a habitual felon.

Defendant (Petitioner) Was tried by a jury at the 30 April 2012 Criminal Session of Beaufort County Superior Court. The jury found Petitioner guilty of all charges and the status of being a habitual felon.

The Court sentenced Petitioner as a habitual felon to 108 months minimum and 139 months maximum imprisonment. Petitioner gave oral notice of appeal in open Court on 1 May 2012.

The Mid-East Commission administers the Job Link Program in Beaufort County. The Job Link Program uses Federal funds under the Workforce Investment Act to assist unemployed individuals in training for and securing employment. The program is referred to as the "WIA program".

On 3 August 2009, Petitioner enrolled in the WIA Adult program. He was required to sign a contract to participate in the program. The focal point of the contract provision.

ONLY ITEMS REQUIRED FOR TRAINING WILL BE

APPROVED FOR PAYMENT. Required items are defined as

items required by all students in the class or program. you

must obtain prior approval from your WIA Career Consultant if

required items are needed that is [sic] not included on your TTA Voucher.

REASONS FOR GRANTING THE PETITION

Petitioner was terminated from the Workforce Investment Act. program without an opportunity for an informal hearing, on Jan. 6, 2010. Petitioner received a correspondent advising him he would no longer receive benefits from the program, and if Petitioner attempts to enter the center that would be considered trespassing and appropriate will be taken.

Job Link agency filed a police report on Jan. 12, 2010, alleging Petitioner's false pretense, and that they pursue charges against Petitioner; these are clear violations of Petitioner's Constitutional rights, to an informal hearing fifth and fourteenth amendment and eight amendment.

The North Carolina Department of Commerce Division of Workforce Development, stated in a correspondence to Petitioner that the issue of return of property was a non-criminal matter; however Job Link pursued criminal actions against Petitioner in violation of the Constitution.

Petitioner attempted to appeal his termination on the federal level, which according to the WIA. agreement gave him the Constitutional rights to this appeal, however the federal appeal alleged that I (Petitioner) was afforded a local hearing, and that they did not see where Job Link had violated any of the WIA. rules and regulations.

However documents will show and prove after
Petitioner Jan. 6, 2010. termination that he was not allow an
informal hearing, and that Petitioner was arrested and
charge with obtaining property by false pretense, documents
will show and prove that the WIA agreement, had no
provision for an return or refund for anything obtain by the
fulfillment of agreement, and the local Job Link had nothing implemented
for an return, Petitioner seek an "Injunction" against Job Link holding liable for
his incarceration, and the federal appeals agency, for these constitutional
violations and many other reason Pititioner seek an grant of certiorari.

CONCLUSION

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The petition for a writ of certiorari should be granted.

Respectfully submitted,

James R. Armistead

Date: August 12, 2019.