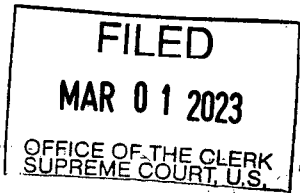


22-6974

No. \_\_\_\_\_



IN THE

SUPREME COURT OF THE UNITED STATES

Theodore Smith — PETITIONER  
(Your Name)

vs.

STATE OF Louisiana — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

Louisiana Supreme Court  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

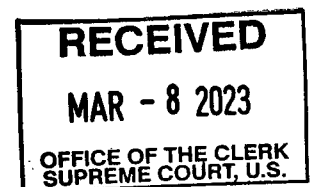
PETITION FOR WRIT OF CERTIORARI

Theodore Smith # 313084  
(Your Name)

P.O. Box 174 / Fox 5-B  
(Address)

St. Gabriel, LA. 70776  
(City, State, Zip Code)

None  
(Phone Number)



### QUESTION(S) PRESENTED

- 1) can a contract that is absolutely null, due to being illegal and in violation of the sex offender registration law, be upheld by using a state collateral review (post-conviction relief) time bar?
- 2) can a state be excused from upholding their side of a plea bargain by using a state collateral review (post-conviction relief) time bar?

## 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:

Jeffery Landry  
Louisiana Attorney General  
  
Louisiana Supreme Court

## RELATED CASES

State v. Smith, 2014 WL 12570081 (La. App. 1 Ct. 11/19/14)  
State ex rel. Smith v. State, 178 So.3d 131 (La. 10/30/15)  
State v. Smith, 2017 WL 1065764 (La. App. 1 Ct. 3/20/15)  
State ex rel. Smith v. State, 250 So.3d 890 (La. 8/31/18)  
State v. Smith, 2022 WL 575972 (La. App. 1 Ct. 2/23/22)  
State v. Smith, 348 So.3d 725 (La. 10/18/22)

In district court, I filed a motion for declaratory judgment in the 2nd Judicial District Court. I can not find the docket number. It is still pending in the district court.

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### OTHER

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 \_\_\_\_\_ to the petition and is

☐ reported at \_\_\_\_\_; 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 \_\_\_\_\_ to the petition and is

☐ reported at \_\_\_\_\_; 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 C to the petition and is

☒ reported at 348 So.3d 775; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

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

☒ reported at 2022 WL 575972; 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 \_\_\_\_\_.

☐ 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: \_\_\_\_\_, 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 10/18/27.  
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 3/02/2023 (date) on 02/10/2023 (date) in Application No. 22 A 694.

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

## STATEMENT OF THE CASE

On the date of September 27, 1994, I plead guilty to one count of indecent behavior with a juvenile (R.S. 14:81). My attorney was not present. I represented myself. After asking me a few questions, the Court determined that I knew enough to represent myself.

During sentencing, it was my understanding that it was stipulated between me and the State that the conviction would not be used to enhance the sentence I was receiving from that case, nor would it be used to enhance any subsequent sentence I may face in the future. The Court also waived me from the mandatory sex offender registration requirement. I was given two years with credit for time served and was extradited to Mississippi.

I am unable to prove the terms of the plea agreement because a court official has destroyed the **Boykin** transcript in the case for the specific purpose of preventing me from proving the terms of the plea agreement and to prevent me from proving that I represented myself during the plea hearing.

While I was in Mississippi, I tried to withdraw from the plea bargain. The court would not let that happen.

I am presently incarcerated for a different crime. The State of Louisiana used this case to enhance the sentence I am now serving to a life.

I later learned that it is against the law for a court to waive, all together, the mandatory sex offender registration requirement; and I have learned that it is a breach of the contract between me and the State for the State to use this conviction to enhance the sentence I am now serving to life because the State promised not to use it. I have tried to make the State live up to it's promise not to use this crime to enhance the sentence I am now serving to no avail. I have also tried to exercise my constitutional right to the obligation of contracts by having the contract



deemed absolutely null due to it being against the public policy of sex offender registration, but the Courts have utilized a collateraal review (post-conviction relief) time bar to prevent me from doing so. I have also filed for a declaratory judgment in the judicial district the case originates from, but am unable to afford the filing fee. So, no action has been taken on that motion.

I have also filed into the 19<sup>th</sup> Judicial District Court pursuant to R.S. 15:544.1 seeking a declaratory judgment. That court denied relief.

I have done absolutely everything I know to do to exhaust my remedies in this case before bringing the case to federal court.

This writ follows.

## **REASONS FOR GRANTING THE PETITION**

### **Rule X**

(b) A state court of last resort has decided an important federal question in a way that conflicts with the decision of another state court of last resort or of a United States court of appeals;

(c) A state court or a United States court of appeals has decided an important question of federal law that has not been, but should be, settled by this Court, or has decided an important federal question in a way that conflicts with relevant decisions of this Court.

## LAW AND ARGUMENTS

### CAN A CONTRACT THAT IS ABSOLUTELY NULL, DUE TO BEING ILLEGAL AND IN VIOLATION OF THE SEX OFFENDER REGISTRATION LAW, BE UPHELD BY USING A STATE COLLATERAL REVIEW (POST-CONVICTION RELIEF) TIME BAR?

#### MAY IT PLEASE THE COURT:

Every State district court, State appellate court and the Louisiana Supreme Court (La. S. Ct.) has previously held that plea bargains in the State of Louisiana fall under contract law.<sup>1</sup> This Court has held the same.<sup>2</sup>

In the plea bargain in this case, contrary to the minute entry, I represented myself. It was my understanding that the State promised me this conviction would not be used to enhance the sentence I was facing at the time and would not be used to enhance any other sentence I may face in the future; and that I would not be made to register as a sex offender (register) as required by law. District Court Judge Stephen Duczer informed me that, as a judge, he has the authority to waive me from the registration requirement. These are the promises that motivated me to change my plea from not guilty to guilty, giving up several U.S. and State constitutional rights in the process.

Louisiana law dictates that a court cannot waive altogether the State registration requirement. In *State v. Palin*,<sup>3</sup> the La. S.Ct. held that a sentencing court has the authority to waive the registration requirement as a condition of probation imposed by La. C.Cr.P. Art. 894(H)(4), "However, the court has no authority to waive altogether the registration requirements of LSA-R.S. 15:542, 'violation of which is a criminal offense.'" *Palin* has been applied in *State v. Garth*.<sup>4</sup> Several State cases in Louisiana have held that the duty to register as a

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1 See *State v. Nall*, 379 So.2d 731, 733 (La. 1980); *State v. Canada*, 893 So.2d 784, 786-88 (La. App. 1 Cir. 2001).

2 *Santobello v. New York*, 404 U.S. 257, 260, 92 S.Ct. 495, 30 L.Ed.2d 427, 432 (1971).

3 842 So.2d 322, 326 (La. 2003).

4 970 So.2d 1138, 1140-41 (La. App. 5 Cir. 10/30/07).

sex offender is mandatory.<sup>5</sup> Therefore, considering **Palin**, the court, and/or Judge Duczer, has absolutely no authority to waive the mandatory registration requirement. To do so is an illegal act.

As stated in the Statement of the Case section of this application, a State court official has destroyed the **Boykin** transcript in this case in order to make it impossible for me to prove the terms of the plea bargain/contract and prove that I represented myself during the plea hearing. In lieu of the **Boykin** transcript I present to the Court Defense Exhibit (DE) #1, attached hereto, which is the September 27, 1994 minute entry of the plea hearing. As the Court will see, there is absolutely no mention of the registration requirement in the minute entry. That is because I was waived from the requirement. If I was notified of the registration requirement it would be on the minute entry.<sup>6</sup> To further prove that I was waived altogether from the registration requirement, I present DE #2, attached hereto (also attached as appendix B) which is the district court's ruling dated July 20, 2021 denying relief, wherein, in the last sentence of the third full paragraph on page 3, the court states "The failure of the sentence to require Smith to register as a sex offender inured to Smith's benefit and caused him no prejudice at the time, and continues to cause him no prejudice." Whether the sentence failing to require me to register cause me prejudice or not is not the law. The law is mandatory and not to register is against the law.

Registration of sex offenders is a public safety concern, and knowledge of someone's status as a sex offender should not be taken lightly.<sup>7</sup> The State legislature clearly stated that the purpose of the sex offender act was to protect the general public and to assist law enforcement agencies efforts to protect their communities.<sup>8</sup> Considering that in conjunction with the fact that

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5 See **State v. Quinones**, 864 So.2d 824, 830-32 (La. App. 5 Cir. 2003); **State v. Myers**, 753 so.2d 9212 (La. App. 4 Cir. 2000); **State v. G.T.** 71 So.3d 394 (La. App. 3 Cir. 2011).

6 See **State v. Hough**, 103 So.3d 477, 480 (La. App. 2 Cir, 8/01/2012); **Shank v. Cain**, 2016 WL 8730318 (E.D. La. 3/04/2016).

7 **Bloxom v. City of Shreveport**, 103 So.3d 383, 391 (La. 2012).

8 **State v. Calhoun**, 694 So.2d 909, 913-14 (La. 1997).

registration of sex offenders is a public safety concern, and someone's status as a sex offender should not be taken lightly, the court informing me that I do not have to register as a sex offender is immoral and contrary to the best interest of public policy.

Judge Duczer's sentence waiving me from registering was in derogation of the sex offender registration law, and would result in me violating the law. Persons may not by their juridical acts derogate from laws enacted for the protection of the public interest, as has occurred in this case. Any act in derogation of such laws is an absolute nullity.<sup>9</sup> A contract is absolutely null when it violates a rule of public order, as when the object of a contract is illicit or immoral. A contract that is absolutely null may not be confirmed.<sup>10</sup>

In Louisiana, an absolutely null contract is deemed never to have existed.<sup>11</sup> LSA-C.C. art. 1966 provides that an obligation cannot exist without a lawful cause. Cause is the reason that a party obligates itself.<sup>12</sup> The cause of the obligation is unlawful when the enforcement of the obligation would produce a result prohibited by law or against public policy.<sup>13</sup>

I have argued these issues in the district court, State court of appeals and State Supreme Court. However, as an affirmative defense, the State and/or the courts have argued and ruled that the claims are procedurally barred and/or time barred from review pursuant to La. C.Cr. P. Art. 930.4 and 930.8, respectively—both being state post-conviction relief bars—despite the fact that absolutely null contracts do not perescribe.<sup>14</sup> The application of these bars is impairing the Obligations of Contracts in this case.

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9 LSA-C.C. art. 7; See *Holliday v. Holliday*, 358 So.2d 618 (1978).

10 LSA-C.C. art. 2030.

11 LSA-C.C. art. 2033.

12 LSA-C.C. art. 1967.

13 LSA-C.C. art. 1968.

14 LSA-C.C. art. 2032.

The Contract Clause to the United States Constitution provides that “[n]o State shall ... pass any ... law impairing the Obligations of Contracts.”<sup>15</sup> Similarly, the Contract Clause of the Louisiana Constitution of 1974 states that “[n]o bill of attainder, ex post facto, or law impairing the obligations of contracts shall be enacted.”<sup>16</sup> The Louisiana Supreme Court has previously described these constitutional provisions as “virtually identical” and “substantially equivalent.”<sup>17</sup>

In evaluating my constitutional claim for contractual impairment, “the existence of the contract and the nature and extent of its obligation become federal questions for the purpose of determining whether they are within the scope and meaning of the Federal Constitution, and for such purposes finality cannot be accorded to the views of the State court.”<sup>18</sup> Because the Contract Clause protects only those contractual obligations recognized as such by the federal Constitution, in order that the constitutional mandate may not become a dead letter, the Court is bound to decide for itself whether a contract was made [and] what its terms and conditions.<sup>19</sup> That will be a tall task for the Court as the *Boykin* transcript has been destroyed by a court official in order to prevent me from proving my case and proving that I represented myself.

The Contract Clause does not, however, constitutionalize all questions of contract law or prohibit States from developing the law of contracts according to their own lights. In analyzing a claim brought under the Contract Clause, courts “accord respectful consideration and great weight to the views of the State’s highest court,” and the court’s inquiry necessarily “involves an appraisal of the statutes of the State and the decisions of its courts.”<sup>20</sup> When the “construction

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15 United State Constitution Article 1, § 10, cl. 1.

16 La. Const. Article 1 § 23.

17 *Morial v. Smith and Wesson Corp.*, 785 So.2d 1, 13 (La. 4/03/02); *Segura v. Frank*, 630 So.2d 714, 728 (La. 01/14/94).

18 *Irving Trust Co. v. Day*, 314 U.S. 556, 561, 62 S.Ct. 3908, 86 L.Ed. 452 (1942); *Douglas v. Kentucky*, 168 U.S. 488, 502, 18 S.Ct. 199, 204, 42 L.Ed. 553; *Railroad Commission v. Eastern Texas R.R.*, 264 U.S. 79, 86, 87, 44 S.Ct. 247, 249, 69 L.Ed. 569 (1924); *Coolidge v. Long*, 282 U.S. 582, 597, 51 S.Ct. 306, 309, 75 L.Ed. 562 (1931); *United States Mortgage Co. v. Matthews*, 293 U.S. 232, 236, 55 S.Ct. 168, 170, 79 L.Ed. 299 (1935); *Higginbotham v. Baton Rouge*, 306 U.S. 535, 538, 59 S.Ct. 705, 706, 83 L.Ed. 968 (1939).

19 *State of Indiana ex rel Anderson v. Brand*, 303 U.S. 95, 100, 58 S.Ct. 443, 82 L.Ed. 685 (1938).

20 *Id.*

and effect” of a contract “is a State question,” the federal courts “must determine it from the law of the State” but “give our own judgment derived from” State law.<sup>21</sup> Courts have therefore noted that the question of whether an alleged contractual obligation exists “is an issue of both State and Federal law” and that “[i]nitially it is a question of State law, for only those arrangements enforceable as contractual obligations under State law are protected by the Contract Clause against impairment.”<sup>22</sup>

Several State courts of last resort have held that an absolutely null contract cannot be allowed to stand, or be ratified; as has U.S. Circuit Courts of Appeals. Thus, the adjudication of the State court of last resort (the Louisiana Supreme Court) is in conflict with the decision of other state courts of last resort and of the United State court of appeals. In *Inter-Continental Promotions, Inc. v. MacDonald*,<sup>23</sup> the U.S. Fifth Circuit Court of Appeals ruled that there is no doubt that a contract to perform an illegal act is void and will not be enforced in Florida courts.<sup>24</sup> And in *Matter of PetroQuest Energy, Incorporated*,<sup>25</sup> the U.S. Fifth Circuit stated “Under the state’s [Louisiana’s] law, a contract is absolutely null when it violates a rule of public order, as when the object of a contract is illicit or immoral. “A contract that is absolutely null may not be confirmed.” In *Shaughnessy v. D. Antoni*,<sup>26</sup> the Fifth Circuit held “...the contract being for a service of more than 5 years was prohibited by the law of Louisiana and was ab initio and in toto illegal and void, so that no action can be founded on it. The civil code of Louisiana declares: Art. 12: ‘whatever is done in contravention of a prohibitory law is void, although the nullity be not formally directed’; and Art. 1893: ‘An obligation without a cause, or with a false or unlawful

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21 *Appleby v. City of New York*, 271 U.S. 364, 380, 46 S.Ct. 569, 70 L.Ed. 992 (1926).

22 *Pineman v. Oechslin*, 637 F.2d 601, 604 (2d Cir. 3/16/1981).

23 367 F.2d 293, 296 (5<sup>th</sup> Cir. 10/10/1966).

24 Citing *Local No. 234, etc v. Henley & Beckwith, Inc.*, 1953, Fla., 66 So.2d 818; *Lassiter & Co. v. Taylor*, 1930, 99 Fla. 819, 128 So 14, 69 A.L.R. 689.

25 54 F.4th 299, 305 (5<sup>th</sup> Cir. 11/29/2022).

26 100 F.2d 422, 424 (5<sup>th</sup> Cir. 12/16/1938).

cause, can have no effect.’ The court went on to say “these are principles of general jurisprudence, if one contracts to do a thing prohibited by law he cannot be compelled to do it, nor can he collect the promised cause of consideration for having done it. The contract is void, wholly void. Neither party can found any right on it.” In *De Wolf v. Johnson*,<sup>27</sup> this Court stated “that a court of equity will not lend it’s aid to an illegal or unconscionable bargain is true.” And in *McMullen v. Hoffman*,<sup>28</sup> this Court held:

“The authorities from the earliest time to the present unanimously hold that no court will lend its assistance in any way towards carrying out the terms of an illegal contract. In case any action is brought in which it is necessary to prove the illegal contract in order to maintain the action, courts will not enforce it, nor will they enforce any alleged rights directly springing from such contract. In cases of this kind the maxim is: ‘*prior est conditio defendentis*.’”

In denying discretionary review, the Louisiana Supreme Court is upholding an illegal, and absolutely null, contract—that would result in my violating the law by not registering—that was created by the State of Louisiana and accepted by the State district court .... things no court in the Nation would, according to case law and other State’s statutory law, allow to happen, or accepting happening.

This Court should hear this case because there is no telling how many other cases exist in the State similar to this one. In any event, I am unable to find any other case in Louisiana, or any other State in the Nation, where a court used State collateral review time and/or procedural bar(s) to uphold an illegal and absolutely null contract. I have a 5<sup>th</sup> grade education and I’ll be the first to admit that I’m not the smartest guy in the room. In saying that, it’s not to say that there is not a case like this one that I just have not been able to find.

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<sup>27</sup> 23 U.S. 367, 392, 6 L.Ed. 343 (1825).

<sup>28</sup> 174 U.S. 639, 654, 19 S.Ct. 839, 43 L.Ed. 1117.



This Court should also hear this case because the State Supreme Court has decided an important question of federal law that has not been, but should be, settled by this Court, or has decided an important federal question in a way that conflicts with relevant decisions of this Court in a few different ways: (1) can an illegal, and absolutely null, contract be upheld using State post-conviction relief time and/or procedural time bar(s) even though State and Federal contract law clearly states that an absolutely null contract does not prescribe; (2) can laws designed to protect the public (the sex offender registration requirement) be circumvented by not hearing a case when it is presented by using State post-conviction relief time and/or procedural time bars.

**CAN A STATE BE EXCUSED FROM UPHOLDING THEIR SIDE OF A PLEA  
BARGAIN BY USING A STATE COLLATERAL REVIEW (POST-CONVICTION  
RELIEF) TIME BAR?**

In *Santobello v. New York*,<sup>29</sup> this Court ruled that only two things can take place if the State does not uphold their promise during a plea bargain. The defendant could request specific performance of the contract, or that the plea bargain be withdrawn and the case goes back to the procedural posture the case was in before the plea bargain was reached.<sup>30</sup> In Louisiana, similar to *Santobello*, under the substantive law, there are two alternative remedies available for breach of a plea bargain: (1) specific performance of the agreement, or (2) nullification or withdrawal of the plea.<sup>31</sup> The Mississippi Supreme Court has held the same in *Danley v. State*,<sup>32</sup> and *State v. Adams County Circuit Court*,<sup>33</sup> and the Alabama Supreme Court has also held the same in *Ex Parte Richardson*,<sup>34</sup> and *Nelson v. State*.<sup>35</sup> I can not get to the research computer right now, but I

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29 404 U.S. 257, 261, 92 S.Ct. 495, 30 L.Ed.2d 427 (1971).

30 *Santobello*, 404 U.S. at 263.

31 *State v. Chalaire*, 375 So.2d 107 (La. 1979); *State v. Wade*, 364 So.2d 575 (La. 1979); *State v. Greer*, 572 So.2d 1166 (La. App. 1 Cir. 1990); *State v. O'Conner*, 2012 La. App. Unpub. LEXIS 583 (La. App. 1 Cir. 2012).

32 540 So.2d 619, 622 (Miss. 12/28/1988).

33 735 So.2d 201, 204 (Miss. 3/25/1999).

34 678 So.2d 1046, 1047 (Ala. 11/22/1995).

35 866 So.2d 599 (Ala. 5/23/2003).

am positive that Federal Courts of Appeal have held the same way. A criminal plea is analogous to a civil compromise.<sup>36</sup>

In this case, the State of Louisiana promised me that I would not have to register as a sex offender (a violation of LSA-R.S. 15:542) and that the State would not use this conviction to enhance any subsequent sentence I may face. However, the State used this conviction to enhance, to life, the sentence I am currently serving. To prove that the State used the plea the promised they would not use to enhance any future sentence I may face, I present to the Court DE #3 attached hereto, which is the Multiple Offender Bill of Information which was filed by the State on January 07, 1998 wherein the State relied, in part, on docket number 220022 to enhance, to life, the sentence I am now serving. Attached hereto as DE #4 is the sentencing transcript dated January 03, 2000 in docket number 274151-1 showing and proving that the State relied on the case in docket number 220022, and the court accepted that evidence and conviction to enhance the sentence to life. That serves as a breach of their promise not to use this conviction to enhance any subsequent sentence.

The State and the court has denied this claim stating that the deal I claim was made between myself and the State did not mention anything about this part of the deal. I beg to differ. When the deal was made, I kept asking the court if the conviction would be used in any subsequent sentence I may face. The Court said that it would not. Then the court and the State was saying that it was just to the case at hand. I again asked if it also included any other sentence I may face in the future. The court told me that that is what is meant when it was stipulated that it would not be used to enhance the sentence. Representing myself, I thought that what I was being told was the truth. Now, the State and the Court is saying that that is not what was meant by what

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36 *State v. Canada*, 838 So.2d 784, 788; See La. C.C. Arts 3071-3083.

was being said. The court and/or the state has made it impossible for me to prove the terms of the contract because a court official has destroyed the Boykin transcript to prevent me from proving my case.

on Page 1 of appendix B - which is also DE # 2 - The district court Judge stated, in pertinent part: ".... then - Judge Duczer denied Smith's motion to withdraw his plea, quoting a portion of the transcript of the guilty plea which shows articulation of the 3-pronged Boykin requirement...." In the first full paragraph of Page 2 of the same document, the court states:

"The record shows that, although the portion of the transcript cited, by Judge Duczer in denying Smith's motion to withdraw his guilty plea exists, there is no transcript of the guilty plea colloquy in the record, nor are there notes available for transcripts since the court reporter in 1994 no longer works

at the court, and her records were destroyed by Hurricane Katrina in 2005. Due to the unavailability of transcript, Smith has argued in the Past, and argues here, that there was more to the guilty Plea than the agreement to a 2 year Parish Jail sentence and a promise by the state not to enhance this sentence with a multiple bill...."

what the court fails to state in its ruling is how many times I requested a copy of <sup>the</sup> Baykin transcript before Hurricane Katrina going all the way back to the year of 2000 or 2001 to after Hurricane Katrina only to be denied every time. Its not as the court tries to make it seem.... that only after the court said they don't have the transcript that I started raising the claim(s). I asked for the transcript several different times knowing what it will say. I need the transcript to support my case. Just because a court official destroyed the transcript and the court made absolutely no effort to make another one even after the

court knew, or should have known, the pre-existing transcript no longer exists, does not mean I give up my fight. It means I make the claim without the evidence and rely on what's left in the record (such as no mention of notification the registration requirement in the minute entry indicating I was waived from the registration requirement proving, contrary to the trial court's assertion in its ruling, that there was something more in the plea deal besides 7 years with credit for time served and no enhancement of only that sentence.

Each time I requested a copy of the Baykin transcript, one would think the court would ascertain whether or not it exists in the record, and if it did not the court would order it to be produced. A defendant is entitled to one free copy of the Baykin transcript.

In my state court applications, I raised an independent ground requesting the court to apply the spoliation of records doctrine, granting an adverse evidentiary presumption in my favor

That The Boykin transcript would say what I am saying it says. One thing is absolutely certain: the transcript once existed.

From the moment it was entered into the record to the time I was sentenced to life, only one person needed that transcript to prove the predicate offense during sentence enhancement, and that person is then assistant district attorney - now Judge - Scott Gardner. I contend he read the transcript and realized the plea agreement is illegal. I represented myself during the plea (contrary to the court minutes); the agreement, in part, was the conviction would not be used to enhance any subsequent sentence and instead of using the transcript to prove that predicate offense, he threw the transcript away and used the minute entry instead to prove the predicate offense occurred.

Some may challenge my contention. If so, think about it: If I was a prosecutor who had to prove a predicate conviction occurred in order to enhance a sentence, I would turn to the transcript of the last plea bargain. If the transcript did not exist, I would file a motion asking the transcript to be created instead

of relying on a minute entry. But that was not done in this case, indicating the transcript existed and it was not in the state's favor. Otherwise, why ask for a damning transcript to be created that already exists?

### Relief Requested

That the plea bargain be stricken from the record and this case be returned to the pretrial stage.

## REASONS FOR GRANTING THE PETITION

This case deals with Louisiana state courts aiding and abetting me in violating the mandatory sex offender registration law by waiving me, altogether, from registering during a plea bargain deal. The registration requirement is a Public Policy designed to protect the Public and assist law enforcement in keep track of sex offenders.

Plea bargains are contracts between state and defendant. Thus, subject to Article I, § 10, Cl. 1 to the United States Constitution. Waiving me from registering rendered the contract between the state and I absolutely null. In Louisiana, an absolutely null contract does not prescribe; can be raised at any time; and, according to Louisiana law, does not exist and can not be upheld due to it being illegal.

Also, the state is not living up to the promise they made to me not to use this conviction to enhance any subsequent sentence.

I have tried to reverse the absolutely null contract utilizing my constitutional due process right to the obligations of contracts. However, the state of Louisiana is using both La. C. Cr. P. Art. 930.4 and 930.8 procedural and time bars, respectively, found in the state post-conviction relief law(s) impairing the obligations of contracts.



The state district court, appellate court, and court of last resort rulings are indicative that it is common practice in this state to create illegal terms in a contract, breach a plea contract, and derogate from the registration law.

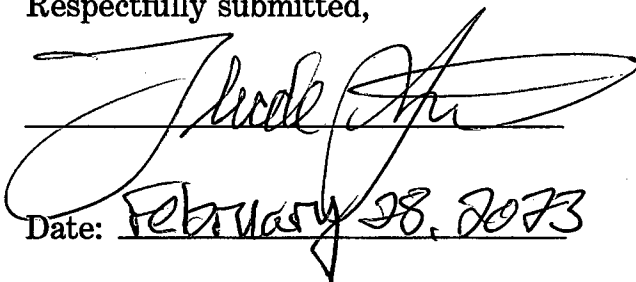
I cannot prove the terms of the contract because a court official has destroyed the Boykin transcript.

This court has never determined whether or not a state can uphold an absolutely null and illegal contract by impairing the obligations of contracts via the use of post-conviction federal time and procedural bars.

**CONCLUSION**

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Date: February 28, 2023