

ORIGINAL

No. _____

23-7626

FILED

MAY 31 2024

OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE

SUPREME COURT OF THE UNITED STATES

Jasper Frazier

(Your Name)

— PETITIONER

vs.

Robert E Carter et al

RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals for Seventh Cir.

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

PETITION FOR WRIT OF CERTIORARI

Jasper Frazier

(Your Name)

E.J.S.P. 1100 Wood Bridge Rd.

(Address)

RAHWAY, NJ 07065

(City, State, Zip Code)

(Phone Number)

Questions Presented

Is the sending state "Indiana" liable for damages in the contract caused by the receiving state of "New Jersey" contract for services Interstate Correction Compact - "Breach of Contract?"

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:

Jasper Frazier Plaintiff - Appellant

Vs.

Robert E. Carter; Christina Reese; Bob Bugher;
Margaret Tucker; Joel Gruber; Jessica A. Wegg;
Johnathan C. Little Defendants - Appellees

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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 A 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☒ is unpublished.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 B 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☒ is unpublished.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 _____ 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☐ is unpublished.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 _____ 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☐ is unpublished.

JURISDICTION

☐ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was April 2, 2024.

☐ 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: May 6, 2024, and a copy of the order denying rehearing appears at Appendix C.

☐ 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).

Jurisdiction

The Judgment of the United States Court of Appeals
for the 7th Circuit was entered on April 2, 2024.

An order denying a Petition for rehearing was
entered on May 6, 2024, and a copy of that
order is Attached as Appendix C to this Petition.

Jurisdiction is conferred by 28 U.S.C. § 1254(1).

Basis For Federal Jurisdiction

This case raises a question of interpretation of breach of contracts, damages occur by the receiving state, holding sending state liable for damages of the First, Eighth And Due Process clause Fourteenth Amendment of the United States Constitution. The district court had jurisdiction under the general federal question jurisdiction conferred by 28 U.S.C. § 1331.

Constitutional And Statutory Provision Involved

This case involves Amendment I to the United States Constitution which, provides:

Section 1. Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the right of the people peaceably to assemble and to petition the Government for a redress of grievances. *Appears At Appendix A Page 2; * Appendix B Page 2-3 of 5.*

This case involves Amendment VIII to The United States Constitution which, provides:

Section 1. Cruel And unusual Punishment inflicted. * Appears At Appendix B Page 2-3 of 5.*

Constitutional And Statutory Provisions Involved

This case involves Amendment XIV - to
The United States Constitution, which
Provides:

Section 1. All Persons born in Naturalized in
the United States, And subject to the juris-
diction thereof, Are citizen of the United
States And of the State wherein they reside.
No state shall make or enforce any law
which shall abridge the Privilege or
immunities of citizens of the United
States; nor shall any state deprive any
Person of life, liberty, or property, without
due Process of law; nor deny to any
Person within its jurisdiction the equal
Protection of the laws. * Appears At
Appendix A. And Appendix B. *

. . .

Constitutional And Statutory Provisions Involved

Section 5. The Congress shall have Power to enforce, by appropriate legislation, the Provisions of this Article.

The Amendment is enforced by Title 42, Section 1983 United States Code.

Every Person who, under color of any statute, Ordinance, regulation, custom, or usage, of any STATE or Territory or the District of Columbia, subjects, or causes to be subjected, any Citizens of the United States or other persons within Jurisdiction thereof to the deprivation of any rights, Privileges, or immunities secured by the Constitution And laws; shall be liable to the Party injured in an Action of law, suit in equity, or other Proper Proceedings for redress, except that in any Action -

Constitutional And Statute

Provisions Involved

bracket against a judicial officer for an Act or omission taken in such officer's judicial capacity; injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable.

For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia. * Appears in Appendix A; Appendix B*

STATEMENT OF THE CASE

The Petitioner's complaint alleged he settle 4 Federal Global 42 U.S.C. 1983 with State of Indiana. Petitioner sign a binding contract with State of Indiana to dismiss 4 Federal Global 42 U.S.C. 1983 and Contract For Services Between The State of Indiana And The State of New Jersey For The Implementation of The Interstate Connection Compact (I.C.C.), Indiana Statute IC11-8-4; New Jersey Statutes Annotated 30:7C-1 et. seq. Petitioner was sent to New Jersey Department of Correction with a hidden agenda by State of Indiana And Geo Group Private Prison New Castle Correctional Facility. The contract Petitioner sign caused damages in New Jersey. Petitioner was never inform, no (1) man cell was available to him; his religion was not aware religious list for New Jersey Penal system. Petitioner been denied religious discrimination, religious Books taken, denied to communicate.

* See Appendix Part- P-16*

STATEMENT of The case

with spiritual Advisor through U.S. Postal mail using a Black marker to tamper with Federal mail, rubbing out Postal date on legal envelope, falsifying in incoming legal book when arrive at Facility, contact Postmaster General, Post Office not to deliver Privileged, legal mail to Deputy Contact Joel Gruber "Contact" in Indiana for Ruckstote Connection Contact, Religious Organization, Attorneys, confiscation over 500 Pieces of legal out/incoming mail, over \$1,000.00 spent on legal mail, Postage, copies certified. register can be traced on U.S. P.S. com, using inmates to aid on Petitioner as retaliation, use Percelegals to aid by notify legal copies, then confiscate legal copies when mail out, using inmates to monitor Petitioner legal filings, Post on their debt account. Place a software on

*See Appendix Page 16

STATEMENT of the Case

Petitioner pay account, allow his emails to be read by inmates, Gang members, to deter Petitioner from filing complaints communication with his family, Place in Restrictive Housing 11 times, 3 times without charges, Administrative Segregation Custody Unit without lights, heat, cleaning supplies, fed spoiled food, denied medical Attention for 3.5 - 4 years result into "Beta-Thalassemia sicure cell" Refuse to see outside specialist hemoglobinist doctor to prescribed Right treatment And over 1,000 Personal Property destroyed (3) TVs, lead books taken so Petitioner could litigate Federal Cases Against State of Indiana - Geo Group And/or Violation Federal Communication Act 18 U.S.C. 32511(A) Operation outside the ordinary Course of business under Electronic Communi-

*See Appendix Page 16

STATEMENT OF THE CASE

ication Act, 18 U.S.C. 3251 (C) Imposes liability,
New Jersey Consumer Fraud Act (C.F.A.) § 6.81
Breach of Contract, 18 U.S.C. 32520 (A)
And/or Breach of duty to preserve the
health and security of Petitioner the
Contract Petitioner Sigh to dismiss (4)
Global 42 U.S.C. 1983 And Tuberside
Connection Contract forceable under
Federal And State laws. Petitioner Attorney's
never filed a Stipulation on Petition-
er behalf order by U.S. District Court
nor inform no stipulation was filed
for (1) mail, Access to his religion
legal materials for 7th Circuit or
Federal Appellate Courts and for
Retaliation from defendants and receiving
State. Petitioner been racial discrimi-
nated And/or religious discriminated

* See Appendix Part 1- Page

Statement of The Case

in Practice his religion Moorish
Science Temple of America (M.S.T.A.) -

See * Appendix Part 1 - Page 16

REASONS FOR GRANTING THE PETITION

(A) Conflicts with Decisions of Other Courts.

The holding of the Courts below talks about Breach of Contracts, the language in the Contract and damages occur by receiving State "New Jersey". The sending state sign a Contract with Petitioner to dismiss (4) Global lawsuits with a hidden Agenda. Damages occur is directly contrary to the holding in 2 Federal Circuits, 8 State Appellate Courts and United State Supreme Court. See * Swear v Fore Foods Corp. 911 F.3d 874 (7th Cir. 2018) Breach of Contract Claim: (1) The Plaintiff must show enforceable contract; (2) Damages breach the contract and (3) Damages occur... Jesich v Home Depot 507 F.3d 203 (3d Cir. 2007) Petitioner establish a claim for breach of contract; (2) A breach of that contract and (3) Damages

See Appendix P-1-P-16

Reason For Granting The Petition

occur from the contract.... King v.

North Security Inc 1790 N.E. 2d 474 at 485 (Ind. 2003) (citing Edmond v Brown 600 N.E. 133 134 (Ind. App. 1992) Reason-
dent breach there duty to preserve the health and security of Plaintiff... Doe v. Indiana Dept. of Child Servs 181 N.E. 3d 199 (Ind. 2007) (1) owed him a duty of care; (2) Breaching that duty and (3) Proximately caused his injuries.....

The essential elements of any breach of contract claim are the existence of a contract, the defendants there of and damages "Old Nat'l Bank v. Kelly" 131 N.E. 3d 522 531 (Ind. App. 2015) (quoting Holloway v. Bob Evans Farms Inc 1695 N.E. 2d. 99, 995 (Ind. App. 1998); see* Also Hoobert v. University of Evansville 1977 N.E. 2d 924, 937 (Ind. 2012) ("The Plaintiff must prove damages resulting from the breach").

see Appendix P-1-P-16

Reason For Granting The Petition

Idiava Contract Law requires a Plaintiff to prove damages with reasonable certainty "Noble Roman's Inc. v. Word 1760 N.E.2d 1132, 1140 (Ind. Ct. App. 2002); while the Plaintiff need not to prove the amount of damages suffered to mathematical certainty, the award must be supported by evidence in the record [Gigas, 665 N.E.2d at 856]

B Importance of the Question Presented

This case presents a fundamental question of the interpretation of this Court's decision in ... Contracts must be construed like any other contracts by their terms and consistent with the intent of the parties *Norfolk Southern R Co. v. James N. Kirby, Pty LTD, 543 U.S. 14, 31 125 S.Ct. 1385 160 L. Ed. 2d 283 (2004). See Also * 2 T. Schoenbaum,

See Appendix P-1 P-16

Reason For Granting The Petition

Admiralty And Maritime Law § 112, "PM."
(6th Ed. 2018) ("If Federal maritime law
includes General Principal of Contract
Law.")

When the words of a contract in writing
Are clear And unambiguous its meaning
is to be ascertained in accordance with
its Plainly expressed intent. * M & B

Polymers USA LLC v. Tock, 1574 U.S. 427
437, 135 S.Ct. 926, 190 L.Ed. 2d 804 (2015)
(quoting 11 R. Corb. Williston on Contracts
§ 3:06 P. 108 (4th ed. 2012) (Williston)... IN
Such Circumstances, the parties' *intent* can
be determined from the face of the agree-
ment and the language that they used to
memorialize that agreement * Williston §
3:06 at 97-98, 112-113

But "If When a written contract is an-
see *Appendix P-1. P-16

Reason For Granting The Petition

ambiguous; its meaning is a question of fact requiring a determination of the intent of the parties in entering the contract "that may include examining *relevant extrinsic evidence of the parties' intent and the meaning of the words that they used."
*Id. 330:7, at 116-119, 124 (Footnote omitted).

The Supreme Court has reiterated that a reviewing court's task is to apply the text [of the statute], not to improve upon it EPA v. Eme Homer City Generation, 584 U.S. 1188, 1188 L. Ed. 2d 775 (2014) (Allegation in original) (quoting Pavelic, LeFlore v. Marvel Ent. Grp., 439 U.S. 120, 126, 1105 S. Ct. 456, 107 L. Ed. 2d 438 (1989)).

Applying this case's 1981 protects the equal right of all persons within jurisdiction.

See *Appendix Pal - Pal 6

Reason For Granting The Petition

ction of the United States to make and enforce contracts without respect of race "Domino's Pizza, Inc. v. McDonald, 1546, U.S. 470, 474, 126 S. Ct. 1246, 163 L Ed. 2d 1069 (2006) (internal quotations marks omitted).

C. Important of The Question Presented

This presents a fundamental question in contract for service between the STATE of Indiana and the STATE of New Jersey for the implementation of the Interstate Corrections Compact [Indiana statute IC 11-8-4; New Jersey statute Annotated 30:7C-1 et seq. Pigeon] (2). Governing Law. Except where otherwise provided in, or required by the

See Appendix P44-P46

Reason For Granting The Petition

Interstate Correction Compact, the statutes of the sending state shall govern in any matter relating to an inmate confined pursuant to this contract.... Under this contract Petitioner been denied to communicate with non-prisoners and this court states Petitioner have a First Amendment Right to communicate with prisoners Paxton v. Martinez, 416 U.S. 396, 408-09, 94 S. Ct. 1800 (1974).. The lower court in Third Circuit agree the same Nasir v. Morgan, 1350, 366, 369 n.3 (3d. Cir. 2003). And Seventh Circuit Chavers v. Abramson, 803 F. Supp. 1512, 1514 (E.D. Wis. 1992)

Petitioner denied due process under contract for service, damages occur states of Indiana fail to govern Petitioner Constitutional Rights with receiving state. This Court's decision in Walk v. McDowell, 418 U.S. 839,

See Appendix Pa 4 - Pa 16

Reason For Granting The Petition

~~566 AYS Ct. 2963 (1974)~~ is of great public importance because it affects the operations of the prison systems in all 50 states, the District of Columbia, and hundreds of city and county jails. In view of the large amount of litigation over prison disciplinary proceedings / Guidance on the question is also of great importance to prisoners under Contract For Services - Interstate Correctional Contract between states, because it affects their ability to receive fair decisions in proceedings that may result in months or years of added incarceration or harsh punitive confinement especially when the sending state refuse to govern inmates / Petitioner Constitutional Rights pertain to contract.

The issues importance is enhanced by the fact the lower courts in this case have

See Appendix Pa 1 - Pa 16

Reason For Granting The Petition

Seriously misinterpreted Wolff. Farteen
Amendment Prohibits a state from depriving
ANY Person of liberty life or property.
This can held in Wolff Petitioner entitled
to Substantial And Procedural due process

Procedural Due process: the prison must
provide you with some amount of protection
(like a hearing or notice) before the prison
harms your life, liberty or property.

Discipline Placement in segregation, transfer
to different prisons And loss of Good time
Credit are all things that the prison
can do to violate Procedural due
process..... Petitioner have to show a liberty
interest, second show Petitioner have gotten
more Procedural than received.... Petitioner
have a liberty interest when the prison

See Appendix Pg 1- Pg 16

Reason For Granting The Petition

Actions interfere with or violate your constitutionally protected Rights or result into conditions of confinement that are much worse than is normal for prisoners

"Petitioner refuse housing at East Jersey State Prison, not wanting to be classify in the cell with a inmate smoking KZ.

Petitioner was found Guilty Given a 100 day's in Administrative Segregation Custody Unit Newark, NJ, at Northern State Prison, no heat, electricity, lights And/or under harsh conditions not related to contract to dismiss (4) Federal lawsuit under Interstate Correction Compact For services, 100 days Good time lost, And 30 day's loss of

see Appadix Pa 1 - Pa 16

Reason For Granting The Petition

Jail emails, music and recreational.

This Court found, when prisoners lose good time credits because of a disciplinary charge they are entitled to: (1) written notice of disciplinary violation (2) the right to call witnesses at their hearing (3) Assistant in preparing for the hearing; (4) a written statement of the reason for being found guilty and (5) a fair and impartial decision maker in the hearing... Petitioner been placed in Lock up 11 times (3) times without charges for speaking out against abuse not consisted to contract he sign with the sending State "Indiana". ALL his Lock up stay being Atypical And Significant hardship.

See* Appendix Page 1- Page 16

Reason For Granting The Petition

Petitioner suffer cruel and unusual Punishment: receiving state conspire GeoBrap, state of Indiana to place a Software or Give inmates the means to read his JAIL emails off kiosk to deter Petitioner from filing complaints about his confinement. This court in Rhodes v. Chapman 1452 U.S. 337, 346 (1981) prohibition of cruel and unusual Punishment: the Eighth Amendment protects the right to safe and humane conditions that are unsafe that are extreme and serious.... This court held in Dennis v. Sparks 1449 U.S. (1980) Traditional way in which Private Prison can engaged in state action by acting in concert with state actors See Also* Taver v. Glover 467 U.S. 914, 920, 109 S. Ct. 2820 (1989)

See Appendix Pa 1 - Pa 16

Reason For Granting Petition

Arrive in New Jersey and for sign the contract... U.S. v. Gordon 1407 U.S. 368 73 L Ed. 741 02 S. Ct. 2385 (1982) When action that is detrimental to a defendant has been taken of the exercise of a legal right, the presumption of an improper vindictiveness motive is applied Anywhere a reasonable likelihood of vindictiveness exist.... Smith v. Wade 461 U.S. 305 103 S. Ct. 1026 (1983) Prison officials exhibited malice ill will and a desire to injure.

The lower court relied on a case in Seventh Circuit treated a variety of belief system as a religion "Moonish Science Temple of America" Mack v. Orleans 180 F3d 1175-77-78 (7th Cir. 1996) The First Amendment have treated a variety of belief system as a religion. Before Petitioner was transfer to New Jersey, sign a binding contract to
See Appendix Pa1- Pa16

Reason For Granting the Petition

Private Prison may be acting under color of State law when conspiring with State officials 18 U.S.C. § 2511 (A) impose liability on those who act intentionally Pahoke 1405 F.Supp. 2d at 1189 Devices that were designed marked and use to permit illegal programming 18 U.S.C. § 2520 (A) operating outside the ordinary course of business Electronic Communication Act. Blum v. Yacobs KY 457 U.S. 991, 102 S.Ct. 2777, 73 L.Ed.2d 594 (1984) Government Agents or Private actors provided significant encouragement either overt or covert for the activity. See Also Waddell v. Garrison 1523 U.S. S. Ct. 121, 125 119 S.Ct. 489 (1989) Obstruction of Justice, intimidation or retaliation in Federal Courts Proceeds. ... Geo Group Private Prison new Castle Correctional Facility and State of Indiana with malicious, vindictiveness set this up with New Jersey officials and inmates before Petitioner
See Appendix Pa 1. Pa 16.

Reason For Granting Petition

Dismiss (4) Global Federal 42 U.S.C. § 1983,
He was allow to worship his religion,
hold religious meeting or attend worship,
communicate with his spiritual advisor
in person, U.S. Postal Service, wear his
religious neck lace, wear his Fez or
store in his cell for study. Prior to
Petitioner coming to New Jersey State
of Indiana "Defendant's" presented New
Jersey Department of Correction Petition-
er classification File listing his
religious preference as moonish science
temple of America.... New Jersey Policy
10A:17-5.21 Files and records: (A) During
reception into a correctional facility,
each inmates religious preference shall
be reported in his classification record
s. Receiving state knew before hand they
"New Jersey" couldnt accomodate Peti-
tioner religious needs and didnt

See Appadix Pa1. Pa16

Reason For Granting Petition

inform him his religion wasnt on
approve list by sending state "Indiana"
or "receiving state "New Jersey". Petitioner
been racial religious discriminated in
practice his religion, made to go in
a room size of a closet to practice
religion, or inform no space available
and/or he trying to recruit inmates to
join Moorish Science Temple of
America by East Jersey State Prison Inmate.
Petitioner spent over "1,000,000" trying
to have Freedom of Religion, Expression
Worship and hold service. New Jersey
religious committee approve the religion
on December 28, 2023 in accordance with
New Jersey Department of Correction Policy
10A:17-6.6(a)(1) And 10A:17.5.1(A) Freedom
of Religious Affiliation and voluntary
See Appendix Pa1- Pa16

Reason For Granting Petition

Worship. Petitioner's religious books
was taken from him and his religi-
ous mail been singled out by Prison

Authorities. The lower court of Seventh
Circuit in Linell v. Casperson, 360 F.Supp.
2d 932, 1958 (W.D. Wis. 2005) ("The denial
of a privilege to adherents of one
religion while granting to others is
discrimination on the basis of religion
in violation of the equal protection
clause of the Constitution."). Aff'd,
169 Fed Appx. 999 (7th Cir. 2006) (unpublished).

..... R.H.S. v. Warden, 1339 F.Supp. 1183,
1185-86 (W.D. Wis. 1997) (Prison's restric-
tion of 700 bibles and only two Korans
was unconstitutional. Johnson-
Bey v. Love, 1863 F.2d 1308, 1311-12 (7th
Cir. 1998) (evidence that ban on

See Appendix Pa 1- Pa 16

Reason For Granting Petition

inmates - Conduct services was enforced unreasonably and that defendants delayed unreasonably in arranging for outside minister stated a constitutional claim")

..... Valiant v. Berryman 1829 F.2d 1441, 1444 (8th Cir. 1987) (Allegations that mail room from Moorish Science Temple of America was singled out for special handling stated a claim of religious discrimination..... Perez v. Frank 1433 F.Supp.2d 985, 966 (W.D. Wis. 2006) (TO EXHA Petitioner contends that the religious traditions of other inmates are being accommodated while Islamic traditions are not, his allegations stated a claim under the establishment clause.")..... This court stated in Plee v. Doe, 457 U.S. 202 72 L Ed 2d 786, 102 S.Ct. 838 (1982) The Fourteenth Amendment

See Appendix Part 16

Reason For Granting Petition

equal protections clause extends to anyone who is subject to the law of the state Religious Land Use and Institutionalized Person Act. In 2000 Congress enacted the R.L.U.I.P.A. in response to the Supreme Court holding in City of Boerne v Flores 1521 U.S. 507 (1997) The statute provides: No Government shall impose a substantial burden on the religious exercise of a person residing in or confined in institution.... See Also Cruz v Beto 1405 U.S. 319 (1972) No law shall prohibited the free exercise of religion..... The Constitution And R.L.U.I.P. protects each individuals religion beliefs. one need not belong to an established church or sect. Travis v Illinois Dept of Employment Security

See Appendix Pg 1- Pg 16

Reason For Granting Petition

1489 U.S. 829, 833, 109 S.Ct. 1514 (1989)....
42 U.S.C.A. 3200 cc-1(A) (R.L.U.I.P.A.)

Petitioner denied access to adequate medical care under contract for service. Petitioner been complaining of leg pain and swollen hands. New Jersey official denying Petitioner to see a outside specialist, not inform of blood work or "nothing wrong go back to the cell, Place in lock up something until Petitioner initiated a Federal Complaint in District of New Jersey re: Trazier; Staten Plaintiffs v. Reagle et. AL. defendants 24-cv-1151 ES-CLW. Petitioner was diagnose with Beta-Thalassemia Trait 1. Petitioner

See Appedix Pa1-Pa16

Reason For Granting Petition

wrote to Deputy Compact Joel Gruber for Indiana Interstate Correction Compact, inform conditions with receiving state not consisted with contract he sign to dismiss (4) 42 USC 1983.

Civil lawsuits, come back not here.

Receiving state "New Jersey" conspire with Indiana to deny correspondence. Joel Gruber respond to Petitioner stating "I'm still here and doesn't know why his legal letter come back?"

This Court in Estelle v. Gamble, 429 U.S. 97, 103 (1976) explained that IAN inmate must rely on Prison Authorities to treat his medical needs. if the authorities fail to do so, those needs will not be met..... deliberate indifference to a serious medical need of prisoner
see *Appendix Pa.1. Pa.16

Reason For Granting Petition

Medical care (1) Prison Officials - Knew about your serious medical need and (2) the Prison officials failed to respond reasonable to it. Estelle, 429 U.S. at 104... The lower court relied on case for inadequate medical service in the Seventh Circuit and/or Third Circuit Lightfoot v. Walker 1986 F.Supp. 504, 517, 527 (S.D. Ill. 1980) (Turdawake System of Medical care) Hughes v. United Correctional Center 1931 F.2d 425, 428 (7th Cir. 1991) Evidence medical staff treated Plaintiff not as a patient, but as a nuisance and were insufficiently interested in his health to take even minimal steps. Drummer v. O'Conner 991 F.2d 64 168-69 (3d Cir. 1993) (holding that delay of treatment for non-medical reasons could constitute deliberate indifference.

See* Appendix Pull- Pull 6

Reason for Granting Petition

These being State "Indiana" And the defendants been serving Petitioner legal materials Under Contract For Service Interstate Correction Compact where Petitioner lost Appellant cases And/or Federal cases in Seventh Appeals court New Jersey Department of Correction doesn't carry legal materials for state of Indiana. This court stated in Bonds v. Smith 1430 U.S. 817, 818 97 S.Ct. 1491 (1971) Prison officials must assist inmates in the preparations And filings legal papers by providing adequate law Libraries or adequate assistance from a person trained in the law. Sholes and Sholes 1760 N.E. 2d.

See Appendix Pg 1- Pg 16

Reason For Granting Petition

1252 2000 Ind. App. Lexis 1213 (Ind. Ct. 2000) Determined to be without sufficient means to prosecute or defend the action. 18 U.S.C. 35003(A) State to

Federal transfers have General been accommodated Pursuant to a statute which Authorizes the Attorney General to contract with states "for the custody, care (subsistence, education, treatment,

.... of persons convicted in state courts, After certifying that proper housing, and adequate treatment facilities and personnel are available. Scyles

V. Thomas, 99 Ill. 2d 122, 457 N.E. 440, 441 (Ill. 1983) ("Under the compact a transferred inmate retains all the rights and privileges he possessed while confined within. Prison system.

See Appendix P-1 - P-16

Reason For Granting Petition

Sahlin v. Dickey 1827 F.2d 90, 93-94 (7th Cir. 1987) Prisoners transfer from one state to another have a right to access legal materials from their home state.

Petitioner personal property taken from without due process rights so he can't

litigate any complaints against receiving and/or sending state cost. Petitioner demands amount of money he doesn't have. This court stated in Logan

v. Zimmerman Bush Co. 455 U.S. 422

436 1102 S.Ct. 1148 (1982) Deprivations

of property that are authorized or result from established procedures may deny due process. The lower court in Seventh

Circuit rule the same in Caldwell v.

See Appendix Pa 1. Pa 16

Reason For Granting Petition

Miller, 790 F.2d 589, 608 (7th Cir. 1986)
And Third Circuit See *Arthur v. Scheid-
emont 1671 F.Supp. 330, 334 (D.N.J.

1987)... The lower court relied on a case Hess v. Garcia 172 F.4th 753, 767-68 (7th Cir. 2023) stating New Jersey Prison Official is held for their own actions. The Seventh Appeal Court error in law because there is a existing contract Petitioner sign with Indiana under the Interstate Correction Compact Contract For Services Indiana states IC 11-8-4; New Jersey states Annotated 30:10C-1 et seq PP 6 e 2 Duration 10-1-2019 to 10-1-2029 *Governing Law* Except where otherwise provided or required by the interstate corrections compact, the statute of the sending state "Indiana" SHALL Govern IN ANY MATTER RELATING TO ANY INMATE CONFINED TO THIS CONTRACT. This language talks about Petitioner. Respondents have not Govern Petitioner Constitutional Rights in New Jersey. Petitioner doesn't have any criminal charges in.
See Appendix Pa 1- Pa 16

Reason For Granting Petition

New Jersey or commitment Sending state Indiana order Receiving State "New Jersey" to classify, take Good time, Place in lock-up, denying medical treatment, knowing his due Process And Constitutional Rights is being violated. New Jersey send a Progress Report back to Indiana; Indiana respond with the report provided by New Jersey. Classification bump Petitioner Points to 18 so he can't make a bond as retaliation And Indiana score him as 12. This violate Contract For Service in Classification. Pages (12) Responsibility for Offender-Custody "Give them reasonable, humane care & treatment necessary medical services in contract. This has not happen. The Supreme Court stated contracts must be construed like other contracts by their terms and consistent with the intent of the Parties * Norfolk Southern R.Co v. Jones & Kirby, PTY LTD 543 U.S. 14, 131 L.S.Ct. 385 160 L.Ed 2d 283 (2004).... This Court has reiterated that a reviewing Court task is to apply the text [of the statute], not to improve upon it. EPA v. Eme Homer City Generation, 584, 1188 L.Ed.

See Appendix Pa 1- Pa 16

Reason For Granting Petition

Id. 775 (2014) (Alteration in original) (Quoting Revere v. Massachusetts General, 439 U.S. 120, 126, 1105 S. Ct. 486, 107 L. Ed. 2d 438 (1989) ... Parties seeking to invoke the jurisdiction of Federal Courts must show that they have suffered a injury, that there is a causal connection between the injury is redress by a favorable decision by the courts. Lujan v. Defs of Wildlife, 504 U.S. 555, 560, 112 S. Ct. 2130, 119 L. Ed. 2d 351 (1992) The Seventh Appeals Court is in conflict with Indiana Appeal Appellate Court Breach of Contract "Indiana Contract Law requires Petition to prove damages with reasonable certainty in Noble Pomostar v. Ward, 760 N.E. 2d 1132, 1140 (Ind. Ct. App. 2002) and Breach of Contract, the existing of a contract, damages occur in Old Nat'l Bank v. Bob Evans Farms Inc., 1695 N.E. 2d 99, 995 (Ind. App. 1998) ... the Award must be supported by evidence [Gibbs, 656 N.E. 2d at 856]; See Also King v. North East Security Inc., 790 N.E. 2d 474 at 485 (Ind. Ct. App. 2003) (citing Edmond v. Brown, 1600 N.E. 133 (Ind. Ct. App. 1992) Breach of Contract.

This case is Very important, not only to Petitioner but to other inmates who sign contract to dismiss Federal complaints 42 U.S.C. § 1983 under contract-

See* Appendix Pg 1 - Pg 16

Reason For Granting Petition

For Service, Interstate Connection Compact
Between states, who liable when damages
Are done by receiving state. "Breach of
Contract" by sending state."

*see Appendix Pa 1 - Pa 16

Conclusion

For The Foregoing reasons, writ certiorari should
be Granted.

Cert. of Service

I, Jasper Frazier hereby certify that the writ
certiorari Appendix Pa 1 - Pa 16 Attach is true
And correct 28th day of May 2024 mail from
below address using mail box rule: Houston

V. LACK 487 U.S. 266 S.Ct. 2379 (1988) from East
Jersey State Prison mail Sgt. Cipker And Personnel's

Office of Indiana AtG.

odd Rokita

to Deputy AtG.

Natalie F. Weiss

302 W. Washington

St. I.G.C.S. 5th Fl.

IndPHJW 46204

Respectfully Submitted

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