

# ARKANSAS CLAIMS COMMISSION

(501)682-1619  
(501)682-2823 FAX



Questions? Send an email to  
ascc.new.claims@arkansas.gov

101 EAST CAPITOL AVENUE, SUITE 410  
LITTLE ROCK, ARKANSAS 72201-3823

Arkansas  
State Claims Commission

MAY 30 2025

RECEIVED

## CLAIM FORM

- 1. Claimant Information.** If a claim involves more than one claimant, additional pages may be attached with the other claimant name(s) and contact information.

MR Bryant Carl [REDACTED]

(title) (last name) (first name) (email)

[REDACTED]

[REDACTED] (state) (zip) (primary phone)

[REDACTED]

- 2. Claimant's Legal Counsel.** An individual claimant may act as his or her own attorney (which is known as proceeding *pro se*). Please review Ark. Code Ann. § 19-10-222 for information about when a business entity may file a *pro se* claim. If a claimant is proceeding *pro se*, this section may be left blank.

(title) (last name) (first name) (email)

(address) (AR bar number)

(city) (state) (zip) (primary phone)

- 3. State Agency Involved.** The Commission can only receive claims against agencies of the State of Arkansas. Please review the Commission's jurisdictional statutes, including Ark. Code Ann. § 19-10-204 and Ark. Code Ann. § 21-5-701, for more information. This information is required for any claim filed at the Commission.

- 4. Date of Incident** May 07, 2025
- 5. Location of Incident** I 30 in Malvern @ mile marker 89 west bound
- 6. CHECK HERE if this claim involves damage to a motor vehicle.**
- 7. CHECK HERE if this claim involves damage to property other than a motor vehicle.**

8. **Explanation of Incident.** Please provide an explanation of your claim, including why you believe the above-listed state agency is liable for your damages under Arkansas law. You may attach additional pages to this form.

*Hit a deep pot hole that Blew out two tubes on the driver side and the tow cover on the bumper came off. And had to call a tow truck to carry the car back to Lexus in Little Rock because the car was ~~not~~ not driveable*

9. **Insurance Coverage.** For a claim involving damage to a vehicle or other property, you must submit a copy of your insurance declarations in effect at the time of the incident. This is not the same as an insurance card. You can obtain a copy of your insurance declarations from your insurer or insurance agent. Please review Ark. Code Ann. § 19-10-302 for more information.

\*\*If you **did NOT** have insurance covering the damaged property or motor vehicle at the time of the incident, **CHECK HERE.**

10. **Additional Required Documents for Property Damage Claims.** You must submit (1) invoice(s) documenting the repair costs, (2) three estimates for repair, OR (3) an explanation why this documentation cannot be provided.

11. If a **state vehicle was involved in this incident**, please provide the following information:

\_\_\_\_\_ (type of state vehicle involved) (license number) (driver)

12. **CHECK HERE** if this claim involves **personal injuries.**

13. **Health insurance coverage.** All personal injury claims require a copy of your health insurance information in place at the time of the incident. Please review Ark. Code Ann. § 19-10-302 for more information.

\*\*If you **did NOT** have health insurance on the date of the incident, **CHECK HERE.**

14. **Amount of Damages, if known:** \$ 1,165.<sup>88</sup> plus Tow Fee \$ 165.66

**IMPORTANT!**

A claim filed at the Commission is a lawsuit against a state agency. The Commission is the courthouse for these lawsuits. Please note that Commission staff can answer general questions about the claim process but cannot give legal advice. The Commission rules and a non-exhaustive list of statutes that relate to the Commission can be found on the Commission website (arclaimscommission.arkansas.gov). The Arkansas Rules of Civil Procedure can be found online (arcourts.gov) under "Info & Resources."

**STOP HERE!**

This signature page must be completed in the presence of a Notary Public. Do not sign until you are directed to do so by the Notary Public. If there is more than one claimant involved in this claim, each claimant must complete a separate signature page.

If you are an ARKANSAS-LICENSED ATTORNEY submitting a claim on behalf of your client, there is a different signature page that must be used. Please call (501)682-1619 and ask for an attorney signature page.

If a BUSINESS OR CORPORATE ENTITY is filing a claim without an attorney (and meets the requirements of Ark. Code Ann. § 19-10-222 for doing so), there is a different signature page that must be used. Please call (501)682-1619 and ask for a corporate signature page.

**Signature Page for Claim Filed by an Individual Claimant**

The undersigned certifies that to the best of my knowledge, information, and belief, this claim is not being presented for any improper purpose; this claim is warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and the factual contentions have evidentiary support of, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Carl Bryant  
Claimant Signature

**ACKNOWLEDGEMENT**

State of Arkansas  
County of Pulaski

On this the 22 day of May, 2025, before me, the undersigned notary, personally appeared Carl Bryant known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.  
Angela Frye  
Signature of Notary Public



[seal of office]

My Commission Expires: 9-12-2031



**East End Towing Inc.**

14721 Ironton Rd, Little Rock AR 72206  
Phone: (501) 888-8849 | Fax: (501) 888-1566  
Payments can be made online by visiting [twbk.co/nwk0D6](http://twbk.co/nwk0D6)

Invoice  
Invoice [Redacted]  
Printed 5/7/2025

Cash

<b>Call #</b>	422825	<b>Authorized by</b>	Cash
<b>Tow Reason</b>	Tow	<b>Tow From</b>	29029 AR-84, Malvern, AR 72104, USA
<b>Driver</b>	Zackary Hogg	<b>Tow To</b>	301 S Shackleford Rd, Little Rock, AR 72211, USA
<b>Truck</b>	Truck 60		
<b>Date/Time Requested</b>	5/7/2025 @ 4:12 AM		
<b>Date/Time Dispatched</b>	5/7/2025 @ 4:12 AM		
<b>Date/Time Enroute:</b>	5/7/2025 @ 4:13 AM		
<b>Date/Time Arrival:</b>	5/7/2025 @ 5:10 AM		
<b>Date/Time Departure</b>	5/7/2025 @ 5:19 AM		
<b>Date/Time Completed</b>	5/7/2025 @ 6:43 AM		
<b>Contact</b>	Carl Bryant [Redacted]		
<b>Contact</b>	Ms. Bryant, [Redacted]		
<b>Notes</b>	paid cash		

SMS received from customer 501-408-9289 at 5/7/2025 4:49:14 AM  
In response to: 'East End Towing is on the way!'  
Message from customer: Okay  
COLLECT \$165.66

HAS RUN FLATS AND DIDNT FEEL SAFE DRIVING IT BACK AFTER HITTING A MAJOR POT HOLE

Year	Make	Model	Color	VIN	Plate	Odometer
2018	Lexus	LS 500	White	[Redacted]	[Redacted]	-

Charge Description	Quantity	Price	Line Total
Tow/Hook Fee	1	\$155.00	\$155.00
		<b>Subtotal</b>	\$155.00
		Saline County - 6.875% Tax	\$10.66
		<b>Grand Total</b>	<b>\$165.66</b>
		<b>Amount Due:</b>	<b>\$165.66</b>

East End Towing Inc. appreciates your business; if you have any questions regarding this invoice, please contact us at (501) 888-8849

Signature: \_\_\_\_\_

View photos for this tow online at <https://app.towbook.com/PublicAccess/Invoice2.aspx?id=228874586&sc=f2045bfe4e>



**PARKER LEXUS, INC.**

#1 Shackleford West  
LITTLE ROCK, ARKANSAS 72211  
Phone 501-221-1701

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE
[REDACTED]	ROBIN PHILLIPS	758 9923	05/19/25
LABOR RATE	LICENSE NO.	MILEAGE	COLOR
		39,126	
YEAR / MAKE / MODEL	DELIVERY DATE		DELIVERY MILES
18/LEXUS/LS/4DR SDN AWD			
SELLING DEALER NO.		PRODUCTION DATE	
P.T.E. NO.	P.O. NO.	R.O. DATE	
		05/07/25	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	
		MO: 39128	

**JOB# 1 CHARGES**

LABOR-----  
**J# 1 01LEZ1538 M&B 2 RUN FLAT TIRES TECH(S):998 69.95**  
 CUSTOMER REQUEST TO MOUNT AND BALANCE 2 RUN FLAT TIRES  
 COMPLETED MOUNT AND BALANCE OF 2 RUN FLAT TIRES

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 DT000-08860-BS OEM 245/45R20 BS 399.30 399.30  
 1 DT000-08861-BS OEM 275/40R20 BS 478.50 478.50  
 1EJEA0JFJ2922  
 TOTAL - PARTS 877.80

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
 CTIRE RIM REMOVAL TAX 6.00  
 TOTAL - MISC 6.00

**JOB# 1 TOTALS**  
 LABOR 69.95  
 PARTS 877.80  
 MISC 6.00  
**JOB# 1 JOURNAL PREFIX LECS JOB# 1 TOTAL 953.75**

**DISCLAIMER OF WARRANTIES**  
 AS IS - THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

**JOB# 2 CHARGES**

LABOR-----  
**J# 2 38LEZ MISC TECH(S):998 INTERNAL**  
 missing piece in front bumper cover on passenger side under headlight.

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
 94995 8770 05/19/25 TOW BRKT COVER 93.15  
 TOTAL - SUBLET 93.15

**JOB# 2 TOTALS**  
 SUBLET 93.15  
**JOB# 2 JOURNAL PREFIX LECS JOB# 2 TOTAL 93.15**

**ENVIRONMENTAL COMPLIANCE CHARGE**  
 Maintaining and repairing your car inevitably involves the use of chemicals and generation of wastes (solvents, oils, caustics, lead, asbestos, etc.) that must be stored, managed and disposed of in strict compliance with federal, state and local environmental regulations. We support these regulations and also believe our customers do too because they help ensure a safer, healthier environment for everyone. Complying with these regulations increase the cost of service. Ordinarily, increase costs simply result in an increased hourly labor charge. This dealership has decided in lieu of raising its labor rate, to list a compliance charge on appropriate service bills because we believe our customers would be interested to know that they are helping to pay for a cleaner environment.

**JOB# 3 CHARGES**

LABOR-----  
**J# 3 38LEZMPI MPI INSPECTION TECH(S):998 INTERNAL**  
 PERFORM COMPLIMENTARY MULTIPOINT INSPECTION COMPLETED COMPLIMENTARY MULTIPOINT INSPECTION. PLEASE SEE REPORT CARD FOR DETAILS.

**JOB# 3 TOTALS**  
**JOB# 3 JOURNAL PREFIX LECS JOB# 3 TOTAL 0.00**

**JOB# 4 CHARGES**

LABOR-----

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED  
 X \_\_\_\_\_  
 CUSTOMER SIGNATURE

**Thank You!**  
**WE APPRECIATE**  
**YOUR**  
**BUSINESS**

The Reynolds and Reynolds Company ERMNTS14E GC501946 Q (12/03)

## LIMITED WARRANTY

FOR

### LEXUS PARTS OR ACCESSORIES

#### WHAT IS COVERED:

- LEXUS\* warrants that it will either provide a replacement part or repair any LEXUS part or accessory that is defective in material or workmanship. This warranty applies to new or remanufactured parts which are genuine or authorized LEXUS parts. Except for those parts or accessories listed below, this warranty is good for 12 months regardless of mileage from the date of purchase.

#### COVERAGE OTHER THAN 6 MONTHS OR 6,000 MILES:

- LEXUS authorized replacement batteries are warranted for thirty-six (36) months to seventy two (72) months from the date of purchase, on a prorated basis, depending on the battery. Please look at the statement on your battery for the correct warranty coverage. You will receive an option of a replacement battery free of charge, or 100% refund of the cost of the battery during the first three (3) months after purchase. Thereafter, the prorated amount equal to the remaining warranty months, depending on your battery, will be credited toward that of a comparable replacement battery, excluding taxes and installation.
- Air conditioning installed after a vehicle is retailed is warranted for 12 months/unlimited miles.
- Audio systems installed after a vehicle is retailed is warranted for 6 months/6000 miles, whichever occurs first.

#### TIRE LIMITED WARRANTY:

- Tires are warranted independently by the tire manufacturer. See manufacturer's statement for details.

#### WHAT IS NOT COVERED:

- Damage to a LEXUS part or accessory caused by a non-genuine or unauthorized LEXUS part or component is not covered.
- Labor for removal from vehicle and reinstallation of a part or accessory sold "over the counter" is not covered.

- ① Customer is hereby notified that the said property is not insured or protected to the amount of the actual value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the said property remains with the dealer.
- ② Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
- ③ Customer acknowledges that if disassembly is required to make an estimate of costs and time to complete a repair to his vehicle that the act of disassembly may aggravate the disrepair or make the vehicle inoperative, and that if repairs are not made, the vehicle may not be able to be returned in a reassembled state or in reasonably the same condition as when delivered to us.
- ④ All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of (3) days after notice that the repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side thereof. For payment by Credit Card, signature must be approved by Credit Card Company and match that on the repair order.
- ⑤ If the vehicle described herein is not called for within five (5) days after such notice is given, a storage charge of \$5.00 per day, will be made for each day thereafter.
- ⑥ Said Dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
- ⑦ If any such charges remain unpaid for thirty (30) days after such request for payment, said Dealer may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.

- Labor, parts, and other costs (such as all lubricants) connected with recommended maintenance service are not covered. Service adjustments, such as calibration or alignments, are not covered.
- Failures or damages resulting from improper installation, removal, repair, or misuse, negligence, accidents, or modification of the part or the accessory are not covered.
- This Limited Warranty does not apply where the vehicle mileage cannot be determined, or has been altered, or where proof of purchase is unavailable.
- INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS TELEPHONE CALLS, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS ARE NOT COVERED.
- ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS ARE LIMITED TO THE APPLICABLE DURATION OF THIS WRITTEN WARRANTY.
- SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THIS IS THE ONLY EXPRESS WARRANTY AUTHORIZED BY LEXUS.
- This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### OWNERS RESPONSIBILITIES:

- To obtain this warranty coverage, return the part or accessory, or vehicle to which it is attached, to any authorized LEXUS dealer.
- Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase, it is recommended that you retain proof of the purchase date and vehicle mileage at the time of purchase.

\*LEXUS is a division of Toyota Motor Sales, U.S.A., Inc. (a California corporation), for the purpose of warranty in the United States mainland.

GQ501946 Q



# PARKER LEXUS, INC.

#1 Shackleford West  
LITTLE ROCK, ARKANSAS 72211  
Phone 501-221-1701

CUSTOMER NO. [REDACTED]	ADVISOR <b>ROBIN PHILLIPS</b>	TAG NO. 758 9923	INVOICE DATE 05/19/25
CARL BRYANT [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 39,126
	YEAR / MAKE / MODEL 18/LEXUS/LS/4DR SDN AWD		DELIVERY DATE
	VEHICLE ID NO. [REDACTED]		DELIVERY MILES
	P.T.E. NO.		SELLING DEALER NO.
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R.O. DATE 05/07/25

MO: 39128

LABOR-----  
**J# 4 37LEZ** CAR WASH TECH(S):998 INTERNAL  
 COMPLIMENTARY CAR WASH  
 COMPLETED COMPLIMENTARY EXTERIOR WASH AND VACUUM

JOB# 4 TOTALS-----  
 JOB# 4 JOURNAL PREFIX LECS JOB# 4 TOTAL 0.00  
 JOB# 5 CHARGES-----

LABOR-----  
**J# 5+30LEZ** BODY (WINDOW/DOOR) TECH(S):998 INTERNAL  
 CUSTOMER IS MISSING TOW COVER ON FRONT BUMPER.  
 \$225.23 FOR PART REPLACEMENT AND PAINT ON REPAIR ORDER

JOB# 5 TOTALS-----  
 JOB# 5 JOURNAL PREFIX LECS JOB# 5 TOTAL 0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
 JOB # A CSS SHOP SUPPLIES 26.88  
 TOTAL - MISC 26.88

ESTIMATE-----  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$0.00 (+TAX)  
 APPROVED ADDITIONAL COST OF \$1135.48 FOR TOTAL ESTIMATE OF \$1135.48 (+TAX) ON 05/07/25 AT 09:02A  
 BY CARL BRYANT COMMENTS

RECOMMENDED NOT DONE/ DECLINED SERVICES-----  
 01LEZPTBFI PETRA THROTTLE BODY TECH: 998 \$258.07  
 COMMENTS: CUSTOMER DECLINED AT THIS TIME  
 38LEZ01 MISC TECH: 998

TOTALS-----

\*\*\*\*\*  
 \*\* TOTAL LABOR.... 69.95  
 \*\* TOTAL PARTS.... 877.80  
 \*\* [ ] CASH [ ] CHECK CK NO. [ ] \*\* TOTAL SUBLET... 93.15  
 \*\* TOTAL G.O.G.... 0.00  
 \*\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*\* TOTAL MISC CHG. 32.88  
 \*\* TOTAL MISC DISC 0.00  
 \*\* [ ] AMEX [ ] OTHER [ ] CHARGE \*\* TOTAL TAX..... 92.10  
 \*\* \*\*\*\*\*  
 \*\*\*\*\* TOTAL INVOICE \$ 1165.88 \*\*\*\*\*

\*\* WHERE CUSTOMERS REFER THEIR FRIENDS \*\*

\_\_\_\_\_  
CUSTOMER SIGNATURE

**DISCLAIMER OF WARRANTIES**  
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NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED

X \_\_\_\_\_  
CUSTOMER SIGNATURE

*Thank You!*  
**WE APPRECIATE  
 YOUR  
 BUSINESS**

## LIMITED WARRANTY

FOR

### LEXUS PARTS OR ACCESSORIES

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- ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS ARE LIMITED TO THE APPLICABLE DURATION OF THIS WRITTEN WARRANTY.
- SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THIS IS THE ONLY EXPRESS WARRANTY AUTHORIZED BY LEXUS.
- This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

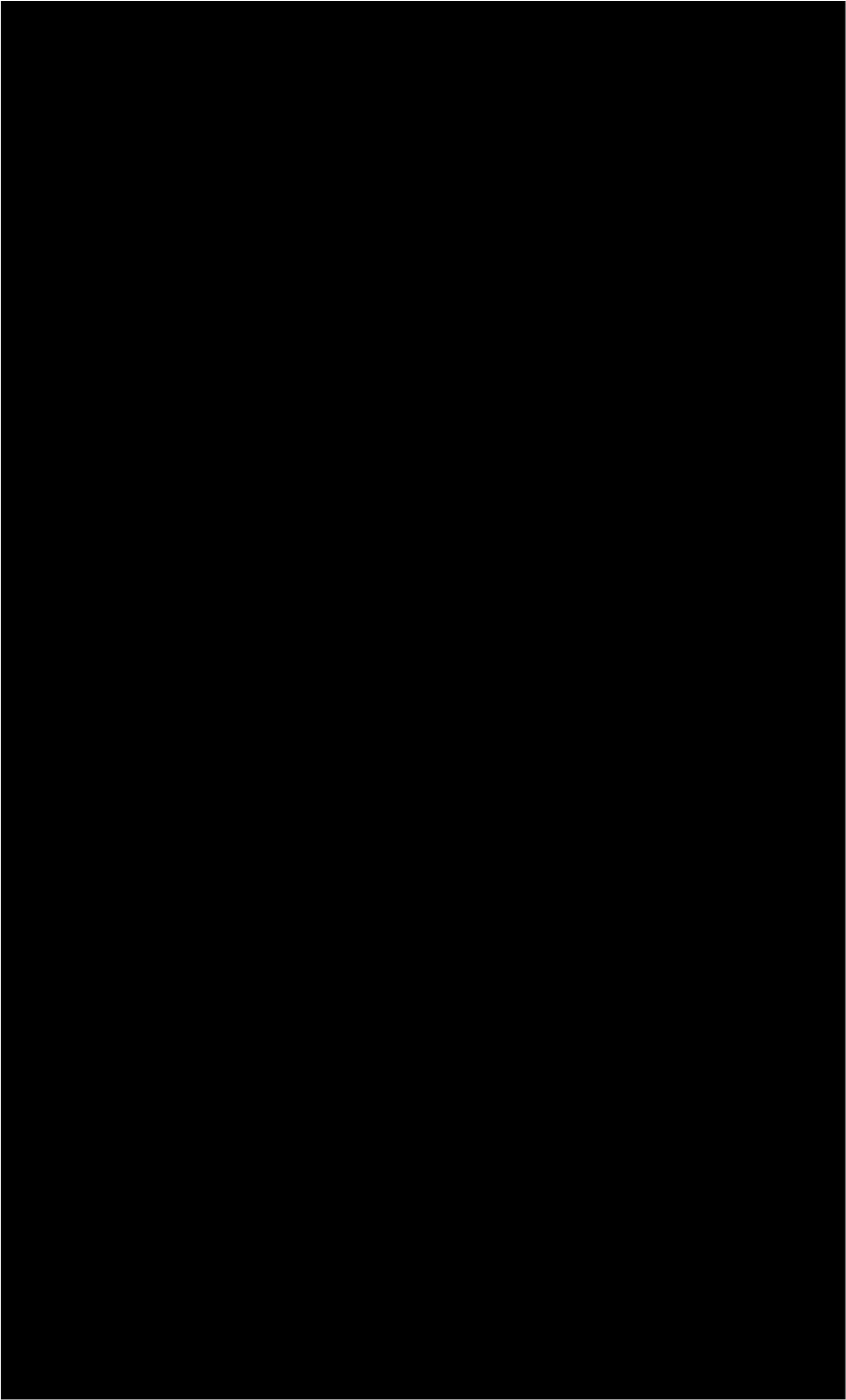
#### OWNERS RESPONSIBILITIES:

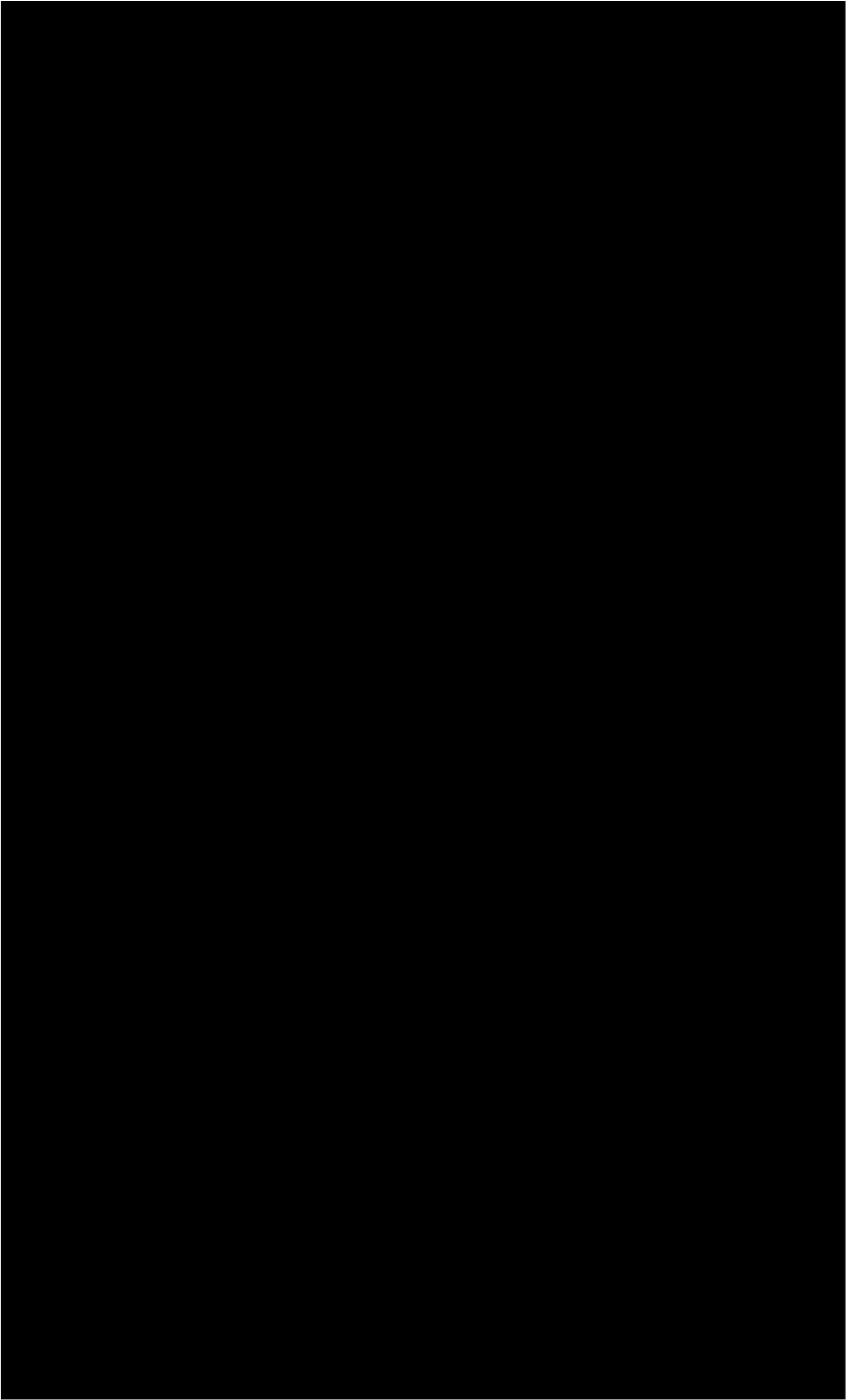
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- Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase, it is recommended that you retain proof of the purchase date and vehicle mileage at the time of purchase.

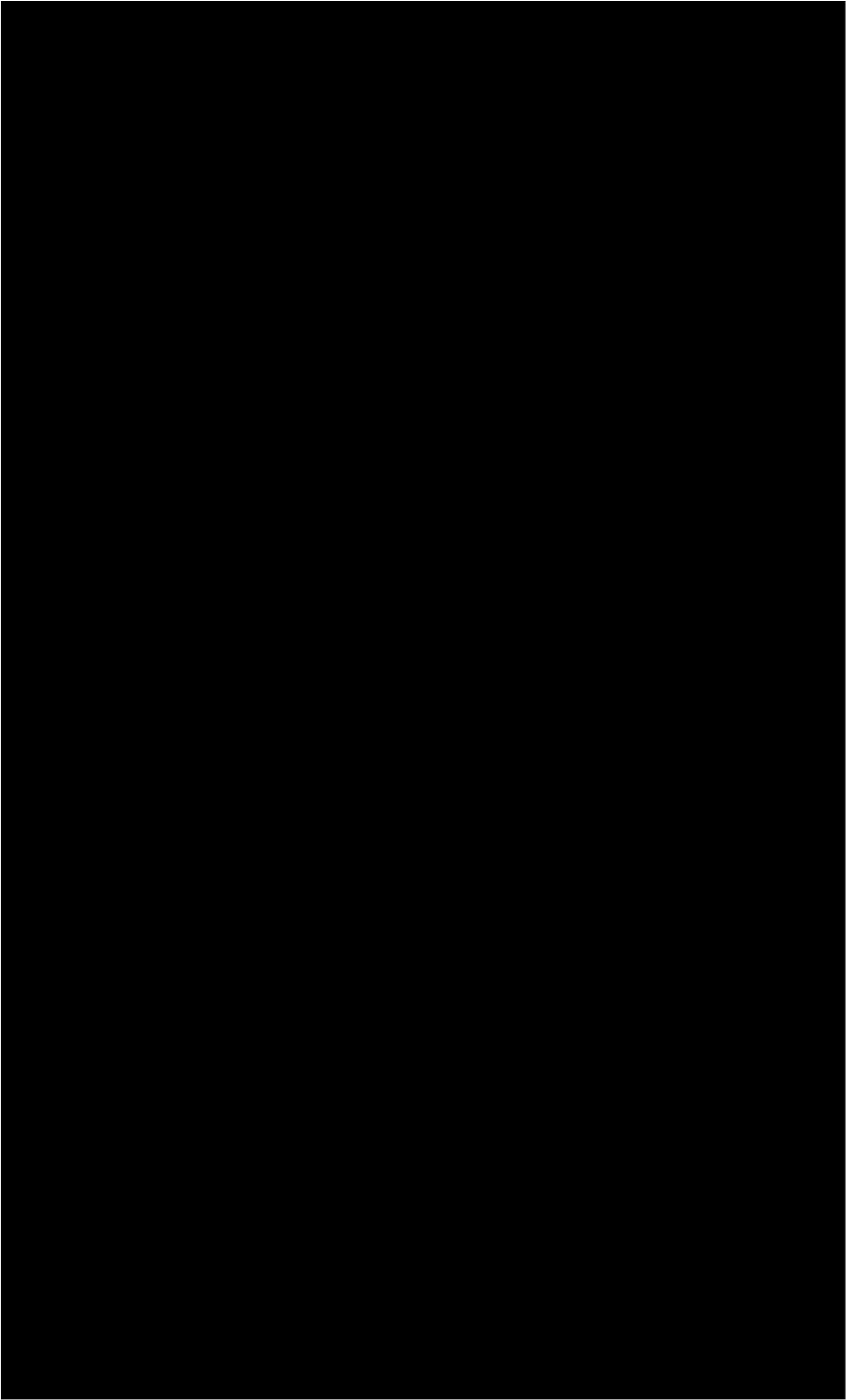
\*LEXUS is a division of Toyota Motor Sales, U.S.A., Inc. (a California corporation), for the purpose of warranty in the United States mainland.

- ① Customer is hereby notified that the said property is not insured or protected to the amount of the actual value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the said property remains with the dealer.
- ② Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
- ③ Customer acknowledges that if disassembly is required to make an estimate of costs and time to complete a repair to his vehicle that the act of disassembly may aggravate the disrepair or make the vehicle inoperative, and that if repairs are not made, the vehicle may not be able to be returned in a reassembled state or in reasonably the same condition as when delivered to us.
- ④ All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of (3) days after notice that the repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side thereof. For payment by Credit Card, signature must be approved by Credit Card Company and match that on the repair order.
- ⑤ If the vehicle described herein is not called for within five (5) days after such notice is given, a storage charge of \$5.00 per day, will be made for each day thereafter.
- ⑥ Said Dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
- ⑦ If any such charges remain unpaid for thirty (30) days after such request for payment, said Dealer may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.

GQ501946 Q







**From:** [ASCC New Claims](#)  
**To:** [REDACTED]  
**Bcc:** [Kathryn Irby](#)  
**Subject:** Carl Bryant, Claim No. 251831 - deficient  
**Date:** Friday, June 6, 2025 8:37:00 AM  
**Attachments:** [Carl Bryant Claim form and supporting docs - 251831.pdf](#)

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Dear Mr. Bryant,

The Claims Commission is in receipt of your claim documents. However, you do not state which state agency or department you believe to be responsible for your damages. If your claim is against a state agency or department, please write that agency or department name on line 3 (“State Agency Involved”) of your enclosed claim form and return the completed form to our office or respond to this email. If your claim is not against a state agency or department, you will need to file your claim elsewhere.

Thank you,  
Caitlin

**Caitlin McDaniel**

*Administrative Specialist II*

**Arkansas State Claims Commission**

101 East Capitol Avenue, Suite 410

Little Rock, Arkansas 72201

(501) 682-1619

**From:** [REDACTED]  
**To:** [ASCC New Claims](mailto:ASCC.New.Claims)  
**Subject:** Re: Carl Bryant, Claim No. 251831 - deficient  
**Date:** Friday, June 6, 2025 9:54:52 AM

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Arkansas highway department is responsible. How do I put it on the form

On Fri, Jun 6, 2025, 8:37 AM ASCC New Claims <[ASCC.New.Claims@arkansas.gov](mailto:ASCC.New.Claims@arkansas.gov)> wrote:

Dear Mr. Bryant,

The Claims Commission is in receipt of your claim documents. However, you do not state which state agency or department you believe to be responsible for your damages. If your claim is against a state agency or department, please write that agency or department name on line 3 (“State Agency Involved”) of your enclosed claim form and return the completed form to our office or respond to this email. If your claim is not against a state agency or department, you will need to file your claim elsewhere.

Thank you,

Caitlin

**Caitlin McDaniel**

*Administrative Specialist II*

**Arkansas State Claims Commission**

[101 East Capitol Avenue, Suite 410](#)

[Little Rock, Arkansas 72201](#)

(501) 682-1619

**From:** [ASCC New Claims](#)  
**To:** [REDACTED]  
**Bcc:** [Kathryn Irby](#)  
**Subject:** RE: Carl Bryant, Claim No. 251831  
**Date:** Monday, June 23, 2025 12:49:00 PM

---

Dear Mr. Bryant,

We have received your response, and have added your response to your claim. Your claim is currently in review status. Once reviewed, it will be sent to the ArDOT for response.

Thank you,  
Caitlin

**Caitlin McDaniel**  
*Administrative Specialist II*  
**Arkansas State Claims Commission**  
101 East Capitol Avenue, Suite 410  
Little Rock, Arkansas 72201  
(501) 682-1619

---

**From:** Denita Eason <[REDACTED]>  
**Sent:** Friday, June 6, 2025 9:55 AM  
**To:** ASCC New Claims <[ASCC.New.Claims@arkansas.gov](mailto:ASCC.New.Claims@arkansas.gov)>  
**Subject:** Re: Carl Bryant, Claim No. 251831 - deficient

Arkansas highway department is responsible. How do I put it on the form

On Fri, Jun 6, 2025, 8:37 AM ASCC New Claims <[ASCC.New.Claims@arkansas.gov](mailto:ASCC.New.Claims@arkansas.gov)> wrote:

Dear Mr. Bryant,

The Claims Commission is in receipt of your claim documents. However, you do not state which state agency or department you believe to be responsible for your damages. If your claim is against a state agency or department, please write that agency or department name on line 3 ("State Agency Involved") of your enclosed claim form and return the completed form to our office or respond to this email. If your claim is not against a state agency or

department, you will need to file your claim elsewhere.

Thank you,  
Caitlin

**Caitlin McDaniel**

*Administrative Specialist II*

**Arkansas State Claims Commission**

[101 East Capitol Avenue, Suite 410](#)

[Little Rock, Arkansas 72201](#)

(501) 682-1619

**From:** [ASCC New Claims](#)  
**To:** [Davenport, Michelle L.](#); [Blakley, Sharon D.](#); [Walker, LaKeysha N.](#); [Wallace, Courtney E.](#)  
**Cc:** [Kathryn Irby](#)  
**Subject:** CLAIM: Carl Bryant v. ArDOT, Claim No. 251831  
**Date:** Thursday, June 26, 2025 11:10:00 AM  
**Attachments:** [Carl Bryant v. ArDOT agency ltr .pdf](#)  
[Carl Bryant Claim File - 251831.pdf](#)

---

Dear Ms. Davenport,

Please confirm receipt of the attached claim file. The agency may file its response to this claim electronically by sending it to [ascpleadings@arkansas.gov](mailto:ascpleadings@arkansas.gov), with a copy to the claimant pursuant to the Arkansas Rules of Civil Procedure.

Please contact Kathryn Irby with any questions.

Thank you,  
Caitlin

**Caitlin McDaniel**  
*Administrative Specialist II*  
**Arkansas State Claims Commission**  
101 East Capitol Avenue, Suite 410  
Little Rock, Arkansas 72201  
(501) 682-1619

June 26, 2025

Ms. Michelle Davenport  
Arkansas Department of Transportation  
Post Office Box 2261  
Little Rock, Arkansas 72209

(via email)

RE: ***Carl Bryant v. Arkansas Department of Transportation***  
**Claim No. 251831**

---

Dear Ms. Davenport,

Enclosed please find a copy of the above-styled claim filed against the Arkansas Department of Transportation. Pursuant to the Arkansas Rules of Civil Procedure, as well as Claims Commission Rule 2.2, you have **thirty days from the date of service** in which to file a responsive pleading.

Your responsive pleading should include your agency number, fund code, appropriation code, cost center, and activity/section/unit/element that this claim should be charged against, if liability is admitted, or if the Claims Commission approves this claim for payment. This information is necessary even if your agency denies liability.

Sincerely,

Kathryn Irby

ES: cmcdaniel

cc: Carl Bryant, *Claimant* (w/o encl.) (via email)

**From:** [ASCC New Claims](#)  
**To:** [REDACTED]  
**Bcc:** [Kathryn Irby](#)  
**Subject:** Carl Bryant v. ArDOT, Claim No. 251831  
**Date:** Thursday, June 26, 2025 11:10:00 AM  
**Attachments:** [Carl Bryant v. ArDOT agency ltr .pdf](#)

---

Dear Mr. Bryant,

Attached please find a copy of the letter sent with your claim to the Arkansas Department of Transportation.

Thank you,  
Caitlin

**Caitlin McDaniel**  
*Administrative Specialist II*  
**Arkansas State Claims Commission**  
101 East Capitol Avenue, Suite 410  
Little Rock, Arkansas 72201  
(501) 682-1619

**From:** [Wallace, Courtney E.](#)  
**To:** [ASCC New Claims](#); [Davenport, Michelle L.](#); [Blakley, Sharon D.](#)  
**Cc:** [Kathryn Irby](#)  
**Subject:** RE: CLAIM: Carl Bryant v. ArDOT, Claim No. 251831  
**Date:** Thursday, June 26, 2025 1:54:52 PM  
**Attachments:** [image001.png](#)

---

Received

*Courtney Wallace*

Legal Technician



PH: 501-569-2277

Email: [Courtney.Wallace@ardot.gov](mailto:Courtney.Wallace@ardot.gov)

---

**From:** ASCC New Claims <[ASCC.New.Claims@arkansas.gov](mailto:ASCC.New.Claims@arkansas.gov)>  
**Sent:** Thursday, June 26, 2025 11:11 AM  
**To:** Davenport, Michelle L. <[Michelle.Davenport@ardot.gov](mailto:Michelle.Davenport@ardot.gov)>; Blakley, Sharon D. <[Sharon.Blakley@ardot.gov](mailto:Sharon.Blakley@ardot.gov)>; Walker, LaKeysha N. <[LaKeysha.Walker@ardot.gov](mailto:LaKeysha.Walker@ardot.gov)>; Wallace, Courtney E. <[Courtney.Wallace@ardot.gov](mailto:Courtney.Wallace@ardot.gov)>  
**Cc:** Kathryn.Irby <[Kathryn.Irby@arkansas.gov](mailto:Kathryn.Irby@arkansas.gov)>  
**Subject:** CLAIM: Carl Bryant v. ArDOT, Claim No. 251831

**CAUTION:** This email originated from outside of ARDOT. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Davenport,

Please confirm receipt of the attached claim file. The agency may file its response to this claim electronically by sending it to [ascpleadings@arkansas.gov](mailto:ascpleadings@arkansas.gov), with a copy to the claimant pursuant to the Arkansas Rules of Civil Procedure.

Please contact Kathryn Irby with any questions.

Thank you,  
Caitlin

**Caitlin McDaniel**

*Administrative Specialist II*

**Arkansas State Claims Commission**

101 East Capitol Avenue, Suite 410

Little Rock, Arkansas 72201

(501) 682-1619

**From:** [Wallace, Courtney E.](#)  
**To:** [ASCC Pleadings](#)  
**Cc:** [Martinez, Ivan](#); [Newberry, Helen A.](#); [Blakley, Sharon D.](#); [Fenigenburg, Cody W.](#)  
**Subject:** Bryant v. ARDOT Claim 251831 - ANS-MTD  
**Date:** Tuesday, July 22, 2025 3:17:49 PM  
**Attachments:** [image001.png](#)  
[Bryant.251831.ANS-MTD.2025.07.22.pdf](#)

---

Please acknowledge receipt of the attached Answer and Motion to Dismiss for the referenced claim.

*Courtney Wallace*

Legal Technician



PH: 501-569-2277

Email: [Courtney.Wallace@ardot.gov](mailto:Courtney.Wallace@ardot.gov)



ARDOT.gov | Jared D. Wiley, P.E., Director

LEGAL DIVISION

Iván Martínez | Staff Attorney | [Ivan.Martinez@ardot.gov](mailto:Ivan.Martinez@ardot.gov)

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261

Phone: (501) 569-2158 | Fax: (501) 569-2164

July 22, 2025

Carl Bryant  


Re: *Carl Bryant v. AR Dept. of Transportation*  
*Claim No. 251831*

Dear Mr. Bryant:

Reference is made to the subject claim. The purpose of this letter is to inform you that the Arkansas Department of Transportation (Department) has filed an Answer and Motion to Dismiss your claim with the Arkansas State Claims Commission. Enclosed, you will find a copy of the Answer and Motion to Dismiss that contains the legal arguments that support the Department's position.

Please know this is not the final decision regarding your claim. The handling of your claim, as well as the final decision, is made by the Arkansas State Claims Commission. If you have questions concerning when a decision will be issued, you can contact them at (501) 682-1619.

If you need to submit additional information to the Arkansas State Claims Commission or if you wish to dispute the Motion to Dismiss, please do so in writing because this provides a record of your submission. Their address is 101 E. Capitol Avenue, #410, Little Rock, AR 72201. The law requires that you provide a copy to our Legal Division so that we are aware of the information as well. Our address is Arkansas Department of Transportation, Legal Division, P.O. Box 2261, Little Rock, AR 72203.

One other point to make is that if you need legal advice, none of the Department's attorneys can provide it to you or even discuss the merits of your claim over the phone or by email. The reason for this, is that we represent the Arkansas Department of Transportation. If you need legal advice, please contact your own attorney.

If you have any questions, concerns, or you would like additional information concerning this process, please contact Iván Martínez at (501) 569-2158. We appreciate your patience as we seek a resolution to this disagreement through the process that has been established by State law.

Sincerely,

Iván Martínez  
 Staff Attorney, Arkansas Dept. of Transportation

IM/cew  
 Enclosure

cc: Kathryn Irby, Director  
 Arkansas State Claims Commission (*via email*)



ARDOT.gov | Jared D. Wiley, P.E., Director  
LEGAL DIVISION  
Iván Martínez | Staff Attorney | Ivan.Martinez@ardot.gov  
10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261  
Phone: (501) 569-2158 | Fax: (501) 569-2164

July 22, 2025

Ms. Kathryn Irby, Director  
Arkansas State Claims Commission  
101 East Capitol Avenue, Suite 410  
Little Rock, AR 72201-3823

(via email)

Re: *Carl Bryant v. AR Dept. of Transportation*  
*Claim No. 251831*

Dear Ms. Irby:

Please find attached the Answer and Motion to Dismiss in the above-styled claim. Please confirm receipt at your earliest convenience.

Sincerely,

Iván Martínez  
Staff Attorney, Arkansas Dept. of Transportation

IM/cew  
Enclosure

cc: Carl Bryant



**BEFORE THE STATE CLAIMS COMMISSION  
OF THE STATE OF ARKANSAS**

**CARL BRYANT**

**CLAIMANT**

**V.**

**CLAIM NO. 251831**

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**RESPONDENT**

**ANSWER AND MOTION TO DISMISS**

**COMES THE RESPONDENT**, Arkansas Department of Transportation, by and through its Staff Attorney, Iván Martínez and Helen Newberry, and for its Answer and Motion to Dismiss states the following:

1. The Respondent denies all allegations of the Complaint not admitted herein.
2. The Claimant's damage was not caused by negligence of the Arkansas Department of Transportation or its employees.
3. A Claim for Negligence requires duty, breach, damages, and causation. *Chambers v. Stern*, 347 Ark. 395, 406, 64 S.W.3d 737, 744 (2002); *Prosser and Keeton on Torts*, Ch. 5, § 30. Arkansas is a fact-pleading state, and to determine whether a cause of action has been sufficiently pled the courts look to the allegations of fact that the plaintiff (here the Claimant) contends support that cause of action. *Rippee v. Walters*, 73 Ark. App. 111, 114, 40 S.W.3d 823, 826 (2001). A dismissal is proper when the complaint (here, the claim) only states conclusions without facts that support that conclusion. *Id.* Here, Claimant has not stated facts sufficient to support a claim for negligence.
4. The **burden of proof** is on the Claimant. In order to prevail on a claim of negligence under Arkansas Law, the party bringing the action must prove that the Respondent owed a duty to the Claimant, that the duty was breached, and that the breach was the proximate cause of the

Claimant's injury. *Fordyce Bank & Trust Co. v. Bean Timberland, Inc.* 369 Ark 90, 94, 251 S.W.3d 267, 270 (2007).

5. The State is not a no-fault insurer of the general public. Without any claim and proof of negligence on the part of the Respondent, the State should not be liable for Claimant's damages.

6. Affirmatively pleading, the Respondent states that it has not breached its duty to operate the State Highway System. There are almost 16,000 miles of State Highway in Arkansas, it is impossible to predict when and where a pothole will develop. Encountering a pothole is a risk assumed by the public in general as a part of travel. Historically and legally, the Commission will not award damages caused by a pothole unless a Claimant can show some negligence on the part of the Respondent. Such proof of negligence must generally include facts to indicate that the Respondent had prior knowledge of the pothole, yet the respondent failed to respond within a reasonable amount of time to repair the pothole. Claimant has not provided any such evidence, therefore the claim should be denied and dismissed because Claimant has failed to meet the "**breach of duty**" element of negligence.

7. Claimant has failed to state a claim against the Respondent for which relief can be granted. Claimant failed to provide any evidence showing that the Respondent was aware of the pothole subject of this claim, and failed to show that the Respondent did not respond within a reasonable amount of time of being notified of said pothole. Claimant has failed to meet the "**damage**" and "**causation**" elements of negligence by showing that any damage was caused by the negligence of the Respondent. This matter should be denied and dismissed pursuant to Arkansas Rules of Civil Procedure, Rule 12(b)(6).

8. Further, Respondent, Arkansas Department of Transportation, keeps and maintains records of reported potholes across the State in a system which is created by the public use of AskARDOT. Although Respondent does not have to provide records of such a search as it is Claimant's burden to produce plead the facts on which its claim should be granted, such database and other records were searched by Respondent. There was a pothole reported by the Arkansas State Police on May 7, 2025. An Area Maintenance Crew was dispatched that evening, and the pothole was temporarily repaired. On May 8, 2025, another Area Maintenance Crew was dispatched to fix the pothole permanently.

9. However, the mere existence of a pothole that has been repaired is inadmissible to show anything other than whether the Respondent had notice of the pothole in question, and when it received that notice. Evidence of subsequent remedial measures is not admissible to prove negligence or culpable conduct in connection with an event pursuant to Ark. R. Evid. 407.

10. The Respondent takes these extra steps to expedite claims, determine possible negligence, and make the claims process easier for the Commission and the public. The burden is on the Claimant to demonstrate causation. Any Claimant who is a citizen of Arkansas can obtain the same information via AskARDOT at [ardot.gov](http://ardot.gov) under The Arkansas Freedom of Information Act of 1967, Ark. Code Ann. §25-19-101 *et seq.* Requests for information from non-Arkansans will be fulfilled as a general inquiry. The Respondent objects to any further requirements imposed on it to relieve the burden of the Claimant in consideration that the burden of proof is on the Claimant. Additional research into every claim received places an undue burden on staff in multiple departments and causes the unnecessary expenditure of taxpayer funds.

**WHEREFORE**, the Respondent prays for dismissal of the Complaint and for all other proper relief to which it may be entitled, including that the Claimant be held to a strict negligence standard

**RESPECTFULLY SUBMITTED,  
ARKANSAS DEPARTMENT OF  
TRANSPORTATION**

By: *Ivan Martinez*  
Iván Martínez Ark. Bar No. 2024003  
Staff Attorney  
Arkansas Department of Transportation  
P.O. Box 2261  
Little Rock, AR 72203-2261  
(501) 569-2158  
[ivan.martinez@ardot.gov](mailto:ivan.martinez@ardot.gov)  
Helen Newberry AR Bar No. 2018101  
Staff Attorney  
Arkansas Department of Transportation  
P. O. Box 2261  
Little Rock, AR 72203-2261  
(501) 569-2003  
[helen.newberry@ardot.gov](mailto:helen.newberry@ardot.gov)

**CERTIFICATE OF SERVICE**

I, Iván Martínez, certify that I have served the foregoing Answer and Motion to Dismiss upon the Claimant by mailing a true copy of same this 22nd of July 2025, to:

Carl Bryant



*Ivan Martinez*

\_\_\_\_\_  
Iván Martínez

## BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

CARL BRYANT

CLAIMANT

V.

CLAIM NO. 251831

ARKANSAS DEPARTMENT OF  
TRANSPORTATION

RESPONDENT

ORDER

Now before the Arkansas State Claims Commission (the “Commission”) is the motion filed by the Arkansas Department of Transportation (the “Respondent”) to dismiss the claim of Carl Bryant (the “Claimant”). Based upon a review of the motion, the claim file, and the law of the State of Arkansas, the Commission hereby finds as follows:

1. Claimant filed the instant claim, alleging that Claimant’s vehicle was damaged by a pothole on Interstate 30 on May 7, 2025.
2. Respondent filed a motion to dismiss pursuant to Ark. R. Civ. Proc. 12(b)(6), arguing, *inter alia*, that Claimant failed to show that Respondent had prior knowledge of a pothole yet failed to respond within a reasonable amount of time to repair it. Respondent referenced its AskArDOT database<sup>1</sup> and previous potholes reported in the area in its motion.
3. Claimant did not respond to the motion.

---

<sup>1</sup> The Commission notes that the AskArDOT portal was launched by Respondent in October 2023. <https://ardot.gov/news/23-292/> A citizen may submit a request to Respondent under the Arkansas Freedom of Information Act for pothole reports in a particular location for a particular timeframe, and the request can be submitted “in person, by telephone, by mail, by facsimile transmission, by electronic mail, or by other electronic means provided by the custodian,” which would include Respondent’s AskArDOT customer service portal (<https://ardot.gov/about-us/>). Ark. Code Ann. § 25-19-105(a)(2)(B).

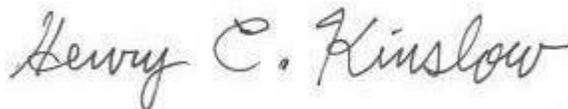
4. In order for the Commission to make an award on a pothole claim, the Commission has historically held that a claimant must show that Respondent knew or should have known of the pothole and that Respondent failed to repair it in a reasonable amount of time.

5. The Commission will hold the instant motion for thirty days to allow Claimant to amend the complaint to include good faith allegations of fact (1) that Respondent knew or should have known about the pothole prior to Claimant's incident and (2) that Respondent failed to repair it within a reasonable amount of time. Should Claimant fail to amend the complaint on or before **December 1, 2025**, or should Claimant determine that Claimant cannot, in good faith, make such allegations, the Commission will grant Respondent's motion for failure to state a claim upon which relief can be granted. Should Claimant amend the complaint, the Commission will deny the motion as moot (Respondent to free to file another motion regarding the amended complaint).

IT IS SO ORDERED.



ARKANSAS STATE CLAIMS COMMISSION  
Dee Holcomb



ARKANSAS STATE CLAIMS COMMISSION  
Henry Kinslow



ARKANSAS STATE CLAIMS COMMISSION  
Paul Morris, chair

DATE: November 7, 2025

**Notices which may apply to this claim**

- (1) A party has forty (40) days from transmission of this Order to file a Motion for Reconsideration or a Notice of Appeal with the Commission. Ark. Code Ann. § 25-44-211(a)(1). If a Motion for Reconsideration is denied, that party then has twenty (20) days from the transmission of the denial of the Motion for Reconsideration to file a Notice of Appeal with the Commission. Ark. Code Ann. § 25-44-211(a)(1)(B)(ii). A decision of the Commission may only be appealed to the General Assembly. Ark. Code Ann. § 25-44-211(a)(3).
- (2) If a Claimant is awarded \$15,000.00 or less by the Commission at hearing, that award is held forty (40) days from the date of disposition before payment will be processed to allow either party to utilize its remedies under Ark. Code Ann. § 25-44-211(a). Note: This does not apply to agency admissions of liability and negotiated settlement agreements.
- (3) Awards or negotiated settlement agreements of more than \$15,000.00 are referred to the General Assembly for approval and authorization to pay. Ark. Code Ann. § 25-44-215(b).

**From:** [Kathryn Irby](#)  
**To:** [REDACTED] "[Martinez, Ivan](#)"; "[Newberry, Helen A.](#)"; "[cody.eenigenburg@ardot.gov](mailto:cody.eenigenburg@ardot.gov)"  
**Cc:** "[Blakley, Sharon](#)"; [Wallace, Courtney E.](#)  
**Bcc:** [Mika Tucker](#)  
**Subject:** ORDER: Bryant v. ArDOT, 251831  
**Date:** Sunday, November 9, 2025 8:28:00 PM  
**Attachments:** [C27--Bryant v. ArDOT, 251831.pdf](#)

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Mr. Bryant and ArDOT counsel Martinez, Newberry, and Eenigenburg:

Please see attached order entered by the Commission. The claimant may submit any amendment to [ascpleadings@arkansas.gov](mailto:ascpleadings@arkansas.gov) or via mail to the Commission at the address below.

Kathryn Irby

**Arkansas State Claims Commission**  
101 East Capitol Avenue, Suite 410  
Little Rock, Arkansas 72201  
(501) 682-1619

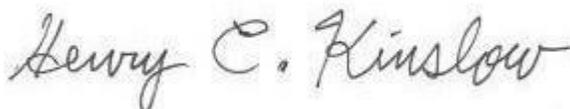
**BEFORE THE ARKANSAS STATE CLAIMS COMMISSION****CARL BRYANT****CLAIMANT****V.****CLAIM NO. 251831****ARKANSAS DEPARTMENT OF  
TRANSPORTATION****RESPONDENT****ORDER**

Now before the Arkansas State Claims Commission (the “Commission”) is the motion filed by the Arkansas Department of Transportation (the “Respondent”) to dismiss the claim of Carl Bryant (the “Claimant”). The Commission previously entered an order on November 7, 2025, giving Claimant until December 1, 2025, to amend the claim to include good faith allegations of fact (1) that Respondent knew or should have known about the pothole prior to Claimant’s incident and (2) that Respondent failed to repair it within a reasonable amount of time. Per the Commission’s November 7, 2025, Claimant’s failure to amend the complaint by December 1, 2025, will result in the dismissal of Claimant’s claim. To date, Claimant has not amended the complaint. As such, pursuant to the Commission’s November 7, 2025, order, the Commission DISMISSES Claimant’s claim pursuant to Ark. R. Civ. Proc. 12(b)(6) for failure to state facts upon which relief can be granted. The Commission further finds that the dismissal is without prejudice, such that Claimant may refile as permitted by Arkansas law.

IT IS SO ORDERED.



ARKANSAS STATE CLAIMS COMMISSION  
Dee Holcomb



ARKANSAS STATE CLAIMS COMMISSION  
Henry Kinslow, Chair



ARKANSAS STATE CLAIMS COMMISSION  
Sylvester Smith

DATE: December 4, 2025

**Notices which may apply to this claim**

- (1) A party has forty (40) days from transmission of this Order to file a Motion for Reconsideration or a Notice of Appeal with the Commission. Ark. Code Ann. § 25-44-211(a)(1). If a Motion for Reconsideration is denied, that party then has twenty (20) days from the transmission of the denial of the Motion for Reconsideration to file a Notice of Appeal with the Commission. Ark. Code Ann. § 25-44-211(a)(1)(B)(ii). A decision of the Commission may only be appealed to the General Assembly. Ark. Code Ann. § 25-44-211(a)(3).
- (2) If a Claimant is awarded \$15,000.00 or less by the Commission at hearing, that award is held forty (40) days from the date of disposition before payment will be processed to allow either party to utilize its remedies under Ark. Code Ann. § 25-44-211(a). Note: This does not apply to agency admissions of liability and negotiated settlement agreements.
- (3) Awards or negotiated settlement agreements of more than \$15,000.00 are referred to the General Assembly for approval and authorization to pay. Ark. Code Ann. § 25-44-215(b).

**From:** [Kathryn Irby](#)  
**To:** [REDACTED] "[Martinez, Ivan](#)"; "[Newberry, Helen A.](#)"; "[cody.eenigenburg@ardot.gov](mailto:cody.eenigenburg@ardot.gov)"  
**Cc:** "[Blakley, Sharon](#)"; [Wallace, Courtney E.](#)  
**Bcc:** [Mika Tucker](#)  
**Subject:** ORDER: Bryant v. ArDOT, 251831  
**Date:** Monday, December 15, 2025 1:46:00 PM  
**Attachments:** [C45--Bryant v. ArDOT, 251831.pdf](#)

---

Mr. Bryant and ArDOT counsel:

Please see attached order entered by the Commission. To the extent that either party disagrees with the Commission's decision, please review Section 1 of the text box at the end of the order for the options at this point. Please note that any future filings should be submitted to [ascpleadings@arkansas.gov](mailto:ascpleadings@arkansas.gov), with a copy to the opposing party.

Kathryn Irby

**Arkansas State Claims Commission**

101 East Capitol Avenue, Suite 410  
Little Rock, Arkansas 72201  
(501) 682-1619

**From:** [REDACTED]  
**To:** [ASCC Pleadings](#)  
**Subject:** Carl bryant  
**Date:** Monday, January 12, 2026 3:46:28 PM

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You don't often get email from [REDACTED]. [Learn why this is important](#)

I am wanting to appeal my case