



OFFICE OF THE CLERK  
**WISCONSIN COURT OF APPEALS**

110 EAST MAIN STREET, SUITE 215  
P.O. BOX 1688  
MADISON, WISCONSIN 53701-1688

Telephone (608) 266-1880  
TTY: (800) 947-3529  
Facsimile (608) 267-0640  
Web Site: [www.wicourts.gov](http://www.wicourts.gov)

**DISTRICT IV**

March 14, 2024

To:

Hon. Frank D. Remington  
Circuit Court Judge  
Electronic Notice

Jeff Okazaki  
Clerk of Circuit Court  
Dane County Courthouse  
Electronic Notice

Karla Z. Keckhaver  
Electronic Notice

DeLorean Bryson, 487033  
Green Bay Correctional Inst.  
P.O. Box 19033  
Green Bay, WI 54307-9033

Green Bay Correctional Institution  
Business Office  
P.O. Box 19033  
Green Bay, WI 54307-9033

Special Litigation & Appeals Unit  
Department of Justice  
P.O. Box 7857  
Madison, WI 53707-7857

You are hereby notified that the Court has entered the following opinion and order:

---

2022AP1782

DeLorean Bryson v. Kevin A. Carr (L.C. # 2022CV573)

Before Kloppenburg, P.J., Nashold, and Taylor, JJ.

**Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).**

DeLorean Bryson, pro se, appeals a circuit court order affirming a decision by the Secretary of the Department of Corrections (DOC) relating to a kufi Bryson purchased from an outside, non-DOC vendor.<sup>1</sup> Based on our review of the briefs and the record, we conclude at

---

<sup>1</sup> A kufi is “a head covering worn by some Muslims.” *Ajala v. West*, 106 F. Supp. 3d 976, 979 (W.D. Wis. 2015).

conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21(1) (2021-22).<sup>2</sup> We affirm.

Bryson filed an inmate complaint stating that his institution improperly denied him access to the kufi. The warden dismissed the complaint, and the secretary upheld the dismissal. Bryson filed a petition for a writ of a certiorari in the circuit court, seeking review of the secretary's decision. After the court affirmed the secretary's decision, Bryson appealed to this court.

“The scope of our review on certiorari is identical to that of the [circuit] court.” *State ex rel. Ortega v. McCaughtry*, 221 Wis. 2d 376, 385-86, 585 N.W.2d 640 (Ct. App. 1998). Our review is “limited to whether the agency’s decision was within its jurisdiction, the agency acted according to law, its decision was arbitrary or oppressive[,] and the evidence of record substantiates the decision.” *Id.* at 385.

Bryson argues that the agency’s decision to deny him access to the kufi he purchased from the outside vendor violates one or more of the above standards because the decision is contrary to a DOC policy (DAI Policy 309.61.02), an administrative code provision (WIS. ADMIN. CODE § DOC 309.52), and a statute (WIS. STAT. § 133.01).<sup>3</sup> The secretary contends that Bryson’s arguments based on these provisions are not persuasive. We agree with the secretary, and we address each provision in turn.

Under DAI Policy 309.61.02, inmates are allowed to have personal religious items, as specified in a detailed chart. The policy provides that these items may not be purchased from a

---

<sup>2</sup> All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

<sup>3</sup> All references to WIS. ADMIN. CODE § DOC 309.52 are to the December 2023 register date unless otherwise noted.

non-DOC outside vendor unless they are unavailable from a DOC contracted vendor or from the prison chapel. As relevant to Bryson's argument, the chart specifies that an inmate may have one kufi that is "[s]ewn or knit only."

Bryson argues that he should have been allowed to have the kufi from the outside vendor because that kufi is knitted and it is cheaper and thicker than the kufi available from the contracted vendor. We conclude that the agency reasonably rejected this argument. As the secretary points out, the DAI policy does not state that price or quality is justification for purchasing from an outside vendor, and the agency found that the kufi available from the contracted vendor "appears knitted." Bryson does not establish that the record lacks substantial evidence to support this finding. See *Von Arx v. Schwarz*, 185 Wis. 2d 645, 656, 517 N.W.2d 540 (Ct. App. 1994) ("We may not substitute our judgment for that of the [agency]; we inquire only whether substantial evidence supports [its] decision.").

Relying apparently on the DAI policy, Bryson also argues that he should be allowed to have the kufi he purchased from the outside vendor because a prison chaplain approved it. However, the policy states that "[c]onsultation [with the chaplain] does not constitute approval."

We turn to the administrative code provision on which Bryson relies, WIS. ADMIN. CODE § DOC 309.52. As relevant here, this provision states that "[i]nstitutions shall permit inmates to purchase approved personal property not carried in the canteen" and "shall permit purchases from a sufficient number of enterprises to ensure a reasonable selection and a competitive price." Sec. DOC 309.52(1)(d).

Bryson argues that the agency violated this administrative code provision because the price of the kufi available through the only contracted vendor at the time was excessively

expensive and significantly more expensive than the kufi he purchased from the outside vendor.<sup>4</sup> We are not persuaded that this establishes a violation of WIS. ADMIN. CODE § DOC 309.52, at least not without additional evidence that the price of the kufi available from the contracted vendor was not a reasonable, competitive price for a comparable kufi.

Bryson relies on an inmate complaint filed by another inmate in which it appears that the complaint was resolved based on WIS. ADMIN. CODE § DOC 309.52, and the inmate was allowed to purchase a typewriter from an outside vendor. However, Bryson has not demonstrated that the case involving the typewriter is factually comparable to his case. Among other possible factual differences, the inmate seeking to purchase a typewriter asserted that there was a period of over ten months when the typewriter model listed by the contracted vendor was out of stock, whereas Bryson has not made a similar assertion here regarding the kufi listed by the contracted vendor.

Additionally, even if there may be some inconsistency between the agency's decision in the case involving the typewriter and the agency's decision here, this is not a sufficient basis to overturn the agency's decision. *See Robertson Transp. Co. v. PSC*, 39 Wis. 2d 653, 661, 159 N.W.2d 636 (1968) (“Consistency, of course, is a virtue both in administrative and in judicial determinations but inconsistencies in determinations arising by comparison are not proof of arbitrariness or capriciousness.”).

We turn finally to Bryson's reliance on WIS. STAT. § 133.01. This statute contains a statement of legislative intent relating to Chapter 133, titled “Trusts and Monopolies.” As we understand it, Bryson argues that § 133.01 requires us to broadly interpret all DOC code

---

<sup>4</sup> The secretary does not appear to dispute that the kufi available through the contracted vendor cost \$9.25, while the kufi that Bryson purchased from the outside vendor cost \$3.45.

provisions and policies in favor of price competition. However, as the secretary’s briefing demonstrates, Bryson’s reliance on § 133.01 is misplaced. “The section expressly describes the legislature’s intent as applying to *this* chapter (that is, chapter 133), and nowhere states that it is the intent of the section that the entire Wisconsin Code be interpreted in light of § 133.01.”

*County of Milwaukee v. Williams*, 2007 WI 69, ¶48, 301 Wis. 2d 134, 732 N.W.2d 770.

Therefore,

IT IS ORDERED that the circuit court’s order is summarily affirmed pursuant to WIS. STAT. RULE 809.21(1).

IT IS FURTHER ORDERED that this summary disposition order will not be published.

---

*Samuel A. Christensen*  
*Clerk of Court of Appeals*