

# STATE OF WISCONSIN

# Senate Journal

## One-Hundred and Second Regular Session

MONDAY, October 26, 2015

The Chief Clerk makes the following entries under the above date.

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1. Wasserstrass Farms, Inc.	Agriculture, Trade, & Consumer Protection	\$2,579.70
2. Mark Bernhardt, Jr.	Revenue	\$783.00

### PETITIONS AND COMMUNICATIONS

#### State of Wisconsin Legislative Reference Bureau

October 26, 2015

The Honorable, the Legislature:

The following rules have been published in the October 26, 2015 Wisconsin Administrative Register No. 718:

<u>Clearinghouse Rules</u>	<u>Effective Date(s)</u>
15-001 .....	2-1-2016
15-007 .....	11-1-2015
15-008 .....	11-1-2015
15-009 .....	11-1-2015
15-016 .....	11-1-2015
15-022 .....	11-1-2015
15-029 .....	11-1-2015
15-030 .....	11-1-2015
15-031 .....	11-1-2015

Sincerely,  
*BRUCE J. HOESLY*  
Senior Legislative Attorney/Code Editor

#### State of Wisconsin Claims Board

September 16, 2015

Enclosed is the report of the State Claims Board covering the claims heard on August 25, 2015. Those claims approved for payment pursuant to the provisions of s.16.007 and 775.05 Stats., have been paid directly by the Board.

This report is for the information of the Legislature, The Board would appreciate your acceptance and publication of it in the Journal to inform the members of the Legislature.

Sincerely,  
*GREGORY D. MURRAY*  
Secretary

**STATE OF WISCONSIN CLAIMS BOARD**  
**The State of Wisconsin Claims Board conducted hearings at the State Capitol Building in Madison, Wisconsin, on August 25, 2015, upon the following claims:**

#### The following claims were decided without hearings:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
3. Cedar Road Meats	Agriculture, Trade, & Consumer Protection	\$423.80
4. TRC Engineers, Inc.	Financial Institutions	\$918.00
5. Michelle Milstein	University of Wisconsin	\$14,803.36
6. Fred Plummer	Revenue	\$18,670.66
7. Mark B. Brown	Corrections	\$21.09
8. Mark B. Brown	Corrections	\$184.56
9. Mark B. Brown	Corrections	\$176.20
10. Ricky Grandy	Corrections	\$42.94
11. Mark S. Hickles	Corrections	\$381.48
12. Robert Morrison	Corrections	\$19.71

#### *With respect to the claims, the Board finds:*

1. **Wasserstrass Farms, Inc.** of Monroe, Wisconsin claims \$2,579.70 for value of milk that could not be sold, allegedly due to retaliation by a DATCP inspector. The claimants state that inspector Jennifer Barker wrote up their farm for violations related to their Delaval robotic milking system. The claimants believe that Barker did not have sufficient training for the Delaval system in order to properly inspect it. The claimants also state they had the system inspected by a DATCP equipment expert, who verbally told them it was working properly (he did not file a written report). The claimants state Ms. Barker told them she had experience inspecting Delaval systems at other farms. The claimants state that they called all the other farms in the area with a Delaval system and found that Ms. Barker had not inspected any of them. The claimants state that they made three requests to DATCP for list of other Delaval systems inspected by Ms. Barker but that DATCP never provided that information. The claimants believe Ms. Barker lied to them about her experience with the Delaval system. They believe her suspension of their license on 12/2/14, was retaliatory because they had questioned Ms. Barker's experience and accused her of lying to them. At hearing, the claimants stated that the Delaval system computer notified them whenever they needed to perform routine maintenance and that they had always performed that maintenance "as best they could." The claimants stated that a prior inspector had told them he

would like them to update their computer software but that they had not done so. The claimants also stated that they made no changes to the milking system, other than performing routine maintenance, between the time they failed inspection and when they passed the reinstatement inspection.

DATCP recommends denial of this claim. DATCP notes that the claimants' farm has had repeated problems with its Delaval milking system. DATCP states that inspections found that the robot sometimes failed to find and properly attached to the teats and would fall off onto the ground, where it became dirty. DATCP also notes that Ms. Barker is one of two DATCP inspectors who do nothing but farm inspections and that she has the necessary training to appropriately inspect Deleval robotic milking systems. After repeated failed inspections, DATCP sent the claimants a warning letter on 1/28/14. DATCP held an administrative conference with the claimants after another failed inspection on 3/3/14. DATCP states that another inspection on April 22 found the same problems. Another administrative conference was held on 5/8/14, during which Mr. Wasserstrass signed a stipulation and consent order placing conditions on his license. These conditions included a mandatory summary suspension of his license if the Delaval system was again found to be not working properly. DATCP notes that any suspension of a conditional license continues until a successful inspection. On 10/21/14, Ms. Barker and a DATCP supervisor inspected the system and found it was not working properly. DATCP sent a notice of summary suspension to the claimants on 12/1/14. The procedure for requesting a reinstatement inspection were included with the suspension notice, however, the claimants waited until 12/8/14, to request reinspection. The reinstatement inspection was successfully conducted on December 12, and the claimant's license was immediately reinstated. DATCP notes that the claimants are requesting reimbursement for milk loss between 12/3 and 12/13/14. DATCP believes this loss was not the result of improper behavior by DATCP employees, but rather by the claimants own delay in seeking the reinstatement inspection. At hearing, DATCP stated, and the claimant agreed, that the routine maintenance mentioned by the claimant (replacement of hoses and rubber parts) could easily have made the difference between the failed October inspection and the subsequent successful reinstatement inspection.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**2. Mark Bernhardt, Jr.** of Kenosha, Wisconsin claims \$783.00 for refund of money overpaid due to an estimated tax assessment. The claimant states that in February 2015 he hired H&R Block to file his late annual sales tax returns. The claimant states that H&R Block did not go back far enough and neglected to file returns for 2010. The claimant states his business was not active in 2010. In March 2011 DOR issued an estimated assessment for 2010 sales taxes. DOR levied \$594.24 from the claimant's business

account in September 2011 for the 2010 assessment. In February 2015 the claimant received a letter from DOR stating that they had applied his 2014 individual income tax return of \$181.00 towards the assessment. The claimant filed his 2010 sales tax return, which showed he did not owe any 2010 sales taxes and he then called DOR. The claimant states that if he had called DOR the day before he filed the returns instead of the day after, he would have received his refund. The claimant requests reimbursement of his 2014 tax refund (\$181) because he feels it was H&R Block's error that caused DOR to seize this refund. The claimant believes it is unfair that a taxpayer only has 2 years to claim a refund, while DOR has no restriction regarding how many years back they can pursue a taxpayer. The claimant also requests reimbursement of the \$594.24 levied by DOR in 2011, since he was able to prove that he did not owe any 2010 sales taxes.

DOR recommends denial of this claim. DOR issued an estimated assessment for 2010 sales taxes on 3/22/11. DOR levied monies in September 2011 and also applied the claimant's 2014 income tax refund towards the assessment. The claimant's actual 2010 sales tax return was filed on 2/4/15. DOR points to § 77.59(4)(b), Wis. Stats., which prohibits DOR from refunding the overpayment on the original sales tax assessment since no refund was claimed within the prescribed two-year period.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**3. Cedar Road Meats** of Iron Ridge, Wisconsin claims \$423.80 for cost to replace a septic control box damaged by a DATCP inspector. On 4/29/15, while parked in an undesignated area, a DATCP inspector accidentally backed into a PVC pipe containing the equipment. The claimant requests reimbursement for the cost of replacing the equipment.

DATCP recommends payment of this claim in full. DATCP agrees that an inspector accidentally backed her vehicle over the equipment as alleged by the claimant.

The Board concludes the claim should be paid in the amount of \$423.80 based on equitable principles. The Board further concludes, under authority of § 16.007(6m), Stats., payment should be made from the Department of Agriculture, Trade & Consumer Protection appropriation § 20.115(1)(a), Stats.

**4. TRC Engineers, Inc.** of Windsor, Connecticut claims \$918.00 for refund of an alleged overpayment of fees due to an error on the claimant's Foreign Corporation Annual Report for 2015. The claimant states that its 2015 Wisconsin assets should have been reported as \$0 but were mistakenly reported as \$902,855. The claimant states that this error resulted in DFI calculating fees of \$1,008 instead of the correct amount, \$65. The claimant requests reimbursement for the overpayment.

DFI recommends denial of this claim. DFI notes that it has no means by which to verify the accuracy of the information provided by the claimant, because the claimant has exclusive control over the information on which the

Annual Report's calculations are based. DFI points to the fact that there was no error by DFI or any of its employees. DFI notes that the Claims Board has a history of denying similar claims and recommends that the board deny this claim as well.

The Board defers decision of this claim at this time in order to seek additional information from DFI.

**5. Michelle Milstein** of Shorewood, Wisconsin claims \$14,803.36 for damages related to an allegedly improper termination from an instructor position at UW-Milwaukee. On 8/8/14 the claimant was offered and accepted a full-time position for fall 2014 as an ESL instructor. The claimant began working for UWM on 8/19/14 and was told her salary would be \$17,137.50 for teaching two ESL sections for the Fall 2014 semester. The claimant taught her first two classes on 9/3/14. On 9/5/14, after teaching her first class, she was informed that she was being terminated due to low enrollment in the ESL program. The claimant attempted to find a teaching position at another institution but was unsuccessful because the semester had already begun. The claimant notes that prior to her acceptance of the UWM position, she had been contacted by MATC regarding moving forward in the hiring process for a part-time instructor position. That position was no longer available when she was terminated by UWM.

The claimant believes she is entitled to the remainder of her salary for the fall 2014 semester. She states that she had a valid oral contract with UWM beginning 8/8/14 and that at no time did UWM inform her that the terms of that contract included the ability to terminate her due to low enrollment. The claimant disputes UWM's assertion that a written contract dated 9/3/14 was in effect when she was terminated. The claimant notes that she never signed that contract, which was not even mailed to her until five days after her termination.

The claimant believes it was reasonable for her to rely on UWM's promise of employment for the full fall 2014 semester. The claimant notes that acceptance of full-time employment at UWM would naturally preclude her from employment at other institutions. The claimant states that she is familiar with academic hiring practices and that the fact that lecturers are not eligible for tenure does not mean lecturers cannot be issued contracts for fixed terms, such as one or more semesters.

On 10/15/14 the claimant filed a Notice of Claim against UWM. The claimant alleges that this NOC contained two distinct claims, a breach of contract claim related to her termination and a wage claim related to UWM's failure to pay her for work already performed. On 11/24/14 UWM sent her a paycheck along with a letter explaining that the payment was "in satisfaction of wages owed...for the period of August 18, 2014 through and including September 5, 2014." The claimant states it is clear from UWM's letter that they understood the claimant had two distinct claims and that the payment only satisfied her wage claim. The claimant also alleges that, by law, a wage claim cannot be satisfied in exchange for a settlement of other claims.

UWM recommends denial of this claim. The offer made to the claimant on 8/8/14 was for a Lecturer position

(\$17,137.50 per semester). Upon the claimant's acceptance of the offer, the ESL Department contacted the College of Letters & Science to obtain a written employment contract. The College informed the ESL Department that based on her experience; the claimant could only be employed as an Associate Lecturer (\$13,537.50 per semester). UWM notes that all ESL lecturers are issued written employment contracts and that UWM made it clear to the claimant that she would have a written contract. UWM alleges the claimant clearly understood this because she inquired about the status of the written contract on several occasions. UWM states that due to a beginning of semester backlog in the College, the written employment contract was not finalized until 9/3/14.

UWM states that even if the written contract is not controlling as the claimant alleges, UWM had a right to terminate under the oral contract. UWM notes it never at any time represented to the claimant that her employment was guaranteed for the full semester. Although the claimant argues that UWM never told her it could terminate her due to low enrollment, UWM never told the claimant that it could not do so. In the absence of a promise by UWM of guaranteed employment for the full semester, the claimant is not allowed to invent such a promise, simply because it is in her favor. UWM also notes the claimant has not provided proof that she forewent other employment. The alleged MATC employment offer was not an official job offer, but only an invitation to move to the "next step" in the hiring process. UWM also notes that this was a part-time position and that the claimant has provided no salary information regarding MATC's alleged offer.

UWM states it has a well-established past practice of terminating lectures due to low enrollment and a legitimate business need to do so, as reflected by the standard language in the written contract. Pursuant to UWM policy, the claimant was terminated because she had been the most recently hired ESL lecturer. UWM argues that the possibility of enrollment related termination should not be a surprise to anyone familiar with academic employment and that it was not reasonable for the claimant to assume her employment was guaranteed for the full semester.

UWM received the claimant's NOC on 10/20/14. Because UWM recognized that the initial verbal offer made to her was for the position of Lecturer, not Associate Lecturer, UWM paid the claimant for the work she performed at that higher Lecturer rate. The letter UWM sent with this payment clearly references the NOC, stating "with this payment, UWM considers its obligations regarding Ms. Milstein's employment to be satisfied." UWM notes that the doctrine of accord and satisfaction does not prevent UWM from discharging more than one claim with a single payment. Furthermore, UWM notes the payment was issued on 11/11/14, fourteen days before the claimant filed her wage claim with DWD. UWM believes the claimant accepted discharge of her claims when she cashed the check sent by UWM.

UWM does not believe it owes the claimant any amount beyond what it has already paid her under any legal theory and recommends denial of the claim in its entirety.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers,

agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**6. Fred Plummer** of Moreno Valley, California claims \$18,670.66 for reimbursement of estimated tax assessments based on allegedly faulty information for tax year 1995. In 2011 DOR began to garnish the claimant's wages for unfiled income taxes for the years 1993-1995. The claimant contacted DOR a number of times to explain that he had no income in 1995. He states that DOR required proof but that he did not understand how to prove that he had no income. The claimant also states there were "other issues" regarding his residency between 2004 and 2012. In July 2013 the claimant hired a tax service to resolve the dispute with DOR. In June 2014 the claimant's tax preparer submitted his missing returns and social security records proving the claimant had no income during the years in question. DOR accepted the records as proof and ceased collection of the tax assessment. The claimant does not understand why DOR insisted he had income during the years in question, since he never received any W-2s or 1099s for those years. The claimant states that DOR garnished \$18,670.66 between 2011 and 2014 and requests reimbursement of that amount.

DOR recommends denial of this claim. On 3/17/97 DOR issued an estimated assessment for failure to file income tax returns for 1993-95. In July 2011 DOR began collecting on the assessment through wage certification. DOR received 37 payments through certification and also intercepted the claimant's 2011-2013 income tax refunds. Documentation substantiating the claimant's lack of income for 1993-95 was submitted to DOR on 6/17/14. Section 71.75(5), Wis. Stats., prohibits DOR from refunding the overpayment on the estimated assessment because no refund was claimed within the prescribed four-year period.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**7. Mark B. Brown** of Waupun, Wisconsin claims \$21.09 for value of blue jeans and deodorant he alleges were improperly destroyed by DOC. The claimant was transferred to Waupun Correctional Institution (WCI). On 8/6/14 he was informed by WCI staff that his jeans and deodorant were contraband and not allowed. The claimant filed an inmate complaint on 8/8/14 regarding these items. The claimant alleges he was told by a WCI corrections officer that if the grievance was dismissed, the claimant would be able to mail the items to his family. The claimant states that he told the officer he wanted to mail out the items if his grievance was denied and that the officer replied "I'll remember and you'll have time to mail it out." The claimant states that he received notice of the final disposition of his complaint on 11/4/14 and that he sent a letter to the property room the next day requesting that they mail the jeans and deodorant to his family. The claimant states that two days later he was notified that the property had been destroyed. The claimant states that he followed the rules and procedures set forth by DOC and that DOC improperly destroyed the items.

DOC recommends denial of this claim. DOC notes that the property items in question were preserved during the pendency of the claimant's inmate complaint. DOC also notes that despite having almost 90 days to do so, the claimant failed to communicate his preference for disposal of his jeans and deodorant to WCI Property staff. The claimant's complaint was dismissed on 10/31/14 and his property was destroyed on 11/4/14 consistent with DOC policy. DOC believes there was no negligence on the part of DOC employees and that the claim should be denied.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**8. Mark B. Brown** of Waupun, Wisconsin claims \$184.56 for value of a radio, TV antenna, 2 magazines, and a catalog allegedly destroyed or stolen by DOC staff. The claimant is an inmate at Waupun Correctional Institution (WCI). He states that on 8/22/14, while housed in the Step 3 segregation unit at WCI, he was taken by WCI officers to a doctor's appointment. The claimant alleges the officers used excessive force against him, beat him up and took him to a new cell in Step 2 segregation. He alleges that while he was in the new cell one or more of the WCI officers went to his old cell and stole or destroyed some of his property. The claimant states that he had all of his electronics and four magazines in his Step 3 cell and that DOC is lying when it says otherwise. He also alleges that DOC forged DOC Attachment #2 to make it appear that the claimant did not own a radio. The claimant alleges that the WCI officers who stole his property also destroyed the paperwork relating to his radio. The claimant states that he had four magazines while in his Step 2 cell and that it is not possible for inmates in segregation to dispose of or discard magazines because they are on 24-hour lockdown. The claimant believes that WCI officers have a grudge against him due to the excessive force incident and that DOC is lying to cover up their actions.

DOC recommends denial of this claim. DOC states that despite the claimant's assertions otherwise, it is his burden to establish his claim by showing that DOC staff negligently handled his property and that he has failed to do so. DOC notes that much of the property claimed is not allowed while inmates are in segregation and that the claimant has provided no proof that these items were actually in his cell on the day in question. DOC points to WCI records, which indicate that the claimant had two magazines in his Step 3 cell, not four as he alleges. DOC believes there is no evidence to support the claimant's allegation that staff destroyed or improperly handled his personal property.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**9. Mark B. Brown** of Waupun, Wisconsin claims \$176.20 for value of radio, extension cord, sweatshirt, and two T-shirts allegedly lost or stolen by DOC personnel, or by other inmates due to DOC negligence. The claimant was an

inmate at Fox Lake Correctional Institution (FLCI) from 12/19/12 to 5/21/14. He alleges he was deliberately injured by FLCI officers on 3/23/14. The claimant alleges DOC guards attacked him before he was placed in segregation. The claimant states that while he was in segregation no one challenged his ownership of his sweatshirt and two T-shirts and that he received a property inventory sheet showing he owned those items. He also states that while he was in segregation, the FLCI property officer verbally told him that he had seen the claimant's radio with his other property in the property room. The claimant alleges that another inmate told him DOC officers left some of the claimant's property in his old cell when he was moved to segregation, which would have allowed other inmates to steal it. The claimant also alleges FLCI officers lost or destroyed many of his property receipts, including the receipts for his sweatshirt and two T-shirts. On 5/22/14 the claimant was transferred to the Wisconsin Secure Program Facility (WSPF). He states that when WSPF officers gave him his property in June 2014, he realized that items were missing. The claimant states WSPF staff also told him that his radio was with his other property in the property room. The claimant believes DOC officers are retaliating against him by deliberately destroying or stealing his property.

DOC recommends denial of this claim. The claimant arrived at FLCI on 12/19/12. He was sent to FLCI segregation on 3/24/14 and transferred to WSPF on 5/21/14. DOC states that when packing his property for transfer, staff discovered the claimant did not have receipts for one sweatshirt and two T-shirts. Per DOC policy, inmates must maintain receipts for all property and property in an inmate's possession without receipts is considered contraband. DOC states the sweatshirt and T-shirts were deemed contraband, removed from the claimant's property and destroyed per DOC policy. DOC notes that although the claimant may have owned a radio at one time while at FLCI, the 3/24/14 inventory shows that he no longer did. DOC also points to the property inventory completed on 5/21/14 upon the claimant's transfer to WSPF. This inventory clearly shows the claimant did not possess a radio or an extension cord. DOC believes it is likely the claimant lost, sold, had stolen, or threw away these items. DOC believes the claimant has provided no evidence that his personal property was improperly handled by DOC staff and therefore recommends denial of this claim.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**10. Ricky Grandy** of Waupun, Wisconsin claims \$42.94 for three magazines allegedly lost by DOC personnel. The claimant is an inmate at Waupun Correctional Institution (WCI). The claimant alleges he had four books and six magazines when he was moved to the segregation unit at WCI. While in segregation, the claimant requested his books and magazines. WCI property responded that he only had three magazines in his property but could not possess any magazines until he was moved to Step 3 segregation. The

claimant filed an inmate complaint regarding the missing magazines. He states that he did not have a copy of his property inventory at the time and therefore mistakenly said 8 magazines were missing in his initial complaint. He filed a second complaint with the correct number of magazines. Both of the claimant's complaints were denied. The claimant requests reimbursement for his three missing magazines.

DOC recommends denial of this claim. DOC believes the claimant has provided no evidence that his magazines were improperly handled by DOC staff or that they were ever missing at all. The claimant was moved into segregation on 9/22/13 and ultimately was released on 11/14/14. DOC notes that a 3/11/14 property inventory reflects that the claimant's property contained a total of 10 books and magazines. While in segregation, the claimant was allowed to have his four books, leaving a total of six magazines, which the claimant was not allowed to access while in segregation.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one with the state should assume and pay based on equitable principles.

**11. Mark S. Hickles** of Boscobel, Wisconsin claims \$381.48 for return of restitution money deducted from the claimant's inmate account by DOC. On 7/9/05 the claimant received a conduct report at Racine Correctional Institution (RCI) for fighting, disruptive conduct, and permitting another inmate to enter his quarters. The claimant was found not guilty of fighting, however, RCI deducted money from his account for half the cost of medical treatment for the other inmate. The claimant believes that because he was found not guilty of fighting, it was improper for DOC to charge him restitution. He requests return of the money taken from his account by DOC.

DOC recommends denial of this claim. DOC states that on 7/9/05 the claimant allowed another inmate to enter his quarters and engaged in horseplay, which resulted in injury to the other inmate. The claimant was found guilty of disruptive behavior and allowing another inmate to enter his quarters, both of which are violations of DOC rules. As a consequence of these rule violations the claimant received 180 days of disciplinary segregation and was required to pay half the cost of the other inmate's medical treatment. DOC began deducting this restitution from the claimant's inmate account on 8/7/06. The claimant filed an inmate complaint regarding the restitution on 10/1/13, well beyond the 14 day time limit and his complaint was denied. Pursuant to Wis. Admin. Code s. 303.72(5) effective 2001, an inmate found guilty of violating disciplinary rules may be subject to a penalty, including restitution. DOC notes that the claimant never sought the available certiorari review of the disciplinary decision and that the decision was never reversed. DOC believes the claimant's request for reimbursement more than 9 years later is an impermissible collateral attack on a final disciplinary decision and should be denied.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which

the state is legally liable nor one with the state should assume and pay based on equitable principles.

**12. Robert Morrison** of Fox Lake, Wisconsin claims \$19.71 for money deducted from the claimant's account for canteen items he never received. On 9/2/14 the claimant ordered items from the Dodge Correctional Institution (DCI) canteen. The claimant was housed in Unit 7 when he placed the order. DCI deducted \$19.71 from his account for the canteen items. On 9/5/14 the claimant was transferred to another institution and therefore did not receive an inmate account statement for two weeks. When he received his account statement, he realized that DCI deducted the money for items he never received. The claimant filed an inmate complaint which was denied because it was filed past the 14 day time limit.

DOC recommends payment of this claim based on equitable principles. DOC records indicate the claimant placed his canteen order while housed in Unit 7 at DCI. Shortly thereafter the claimant was transferred to Unit 12 at DCI and then to another institution. DOC has no evidence that the claimant ever received the items he purchased and therefore does not dispute his claim.

The Board concludes the claim should be paid in the amount of \$19.71 based on equitable principles. The Board further concludes, under authority of § 16.007(6m), Stats., payment should be made from the Department of Corrections appropriation § 20.410 (1)(a), Stats.

*The Board concludes:*

**That the following identified claimants are denied:**

Wasserstrass Farms, Inc.  
 Mark Bernhardt, Jr.  
 Michelle Milstein  
 Fred Plummer  
 Mark B. Brown (3 claims)  
 Ricky Grandy  
 Mark S. Hickles

**That decision of the following claims is deferred to a later date:**

TRC Engineers, Inc.

**That payment of the amounts below to the identified claimants from the following statutory appropriations is justified under § 775.05, Stats:**

Cedar Road Meats	\$423.80	§ 20.115 (1)(a), Wis. Stats.
Robert Morrison	\$19.71	§ 20.410 (1)(a), Wis. Stats.

**Dated at Madison, Wisconsin this 15<sup>th</sup> day of September, 2015.**

*COREY FINKELMEYER*

Chair, Representative of the Attorney General

*GREGORY D. MURRAY*

Secretary, Representative of the Secretary of Administration

*BRIAN HAGEDORN*

Representative of the Governor

*LUTHER OLSEN*

Senate Finance Committee

*MARY CZAJA*

Assembly Finance Committee

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**REFERRALS AND RECEIPT OF  
 COMMITTEE REPORTS CONCERNING  
 PROPOSED ADMINISTRATIVE RULES**

The joint committee for review of **Administrative Rules** reports and recommends:

**Senate Clearinghouse Rule 15-032**

Relating to exemption from required uninsured motorist, underinsured motorist, and medical payments coverage.

No action taken on October 26, 2015.

*STEPHEN NASS*

Senate Chairperson