

# STATE OF WISCONSIN

# Senate Journal

## One–Hundredth Regular Session

MONDAY, October 29, 2012

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

### PETITIONS AND COMMUNICATIONS

**State of Wisconsin  
Office of Senator Julie Lassa**

October 25, 2012

The Honorable, The Senate:

I am writing to inform you that the Senate Committee on Economic Development, Entrepreneurship and Biotechnology has reviewed WHEDA's report to the Legislature, *Dividends for Wisconsin*, pursuant to Wisconsin Statute 234.165 (2)(b). This report was received by the committee on September 24, 2012.

No objections have been raised to this request. Therefore, the request is approved.

Sincerely,  
*JULIE LASSA*

Chair, Committee on Economic Development,  
Entrepreneurship and Biotechnology

**State of Wisconsin  
Legislative Reference Bureau**

October 29, 2012

To the Honorable, the Legislature:

The following rules have been published in the October 31, 2012 Wisconsin Administrative Register No.682:

<u>Clearinghouse Rules</u>	<u>Effective Date(s)</u>
12-009 .....	11-1-2012
12-010 .....	11-1-2012

Sincerely,

*BRUCE J. HOESLY*

Senior Legislative Attorney/Code Editor

**State of Wisconsin  
Claims Board**

October 15, 2012

The Honorable, The Senate:

Enclosed is the report of the State Claims Board covering the claims heard on September 26, 2012.

Those claims approved for payment pursuant to the provisions of ss. 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

**On September 26, 2012, at the State Capitol Building in Madison, Wisconsin, the State of Wisconsin Claims Board considered the following claims:**

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1. John & Bonnie Weiglein	Transportation	a)'11 claim \$5,683.50 b)'08 claim \$3,671.25
2. Richard Wood	Children and Families	\$6,347.00
3. Kelle Dorn	Health Services	\$6,638.25

**The following claims were considered and decided without hearings:**

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
4. Michael T. Davis	Corrections	\$269.76
5. James A. Newson	Corrections	\$32.03
6. Joey Davis	Corrections	\$9,825.00
7. R.D. Black	Corrections	\$457.60
8. Tramell Starks	Corrections	\$228.93
9. Antonio D. Johnson	Corrections	\$168.00
10. Daymon Tate	Corrections	\$152.86
11. Fannie Rhodes	Corrections	\$452.00
12. Nicholas Roesler	Corrections	\$179.00

**B. The Board considered approval of draft minutes from its June 7, 2012 meeting.** Motion to approve made by Member Hagedorn and seconded by Member Strachota. Motion to approve minutes passed.

**C. Discussion regarding payment of damages that are or could be insured by claimant.** The Board declines to set policy regarding payment of damages that are or could be covered by insurance at this time and will continue to consider insurance coverage of claims on a case by case basis. Motion made by Chairman Means, seconded by Member Taylor. Motion passed.

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

**2. Richard Wood** of Appleton, Wisconsin claims \$6,347.00 for return of funds allegedly seized illegally by DCF.

Firstly, the claimant points to the fact that in March 1995, DCF told the court that the claimant's child support arrearage was \$1,315 and that, because his son turned 19 in January 1994, that amount equaled the claimant's total child support arrearage due. Secondly, the claimant states that during his 2006 court proceeding, he learned that DCF only assessed child support after a child turned 18 if that child was enrolled in high school or pursuing a GED. The claimant states his son dropped out of school at age 16. The claimant states that he was not able to confirm this fact until 2006 because the child's mother moved out of state in 1989. He states that he was unable to locate her and his son until his 2006 court proceeding. The claimant therefore believes that any child support amount calculated after his son turned 18 is illegal. The claimant disputes DCF's argument that it was his or his ex-wife's responsibility to notify them that the son was no longer in school as of age 18. The claimant states that the statutes do not place that burden on either the parents or DCF, but require a court order for child support beyond age 18. The claimant states that there was no such court order. The claimant further argues that this DCF policy does not have the force of law. Claimant also notes that DCF should have been aware of his son's status, because the agency would have conducted regular reviews to determine if his son was still eligible for benefits, such as BadgerCare. Thirdly, the claimant argues that DCF's collection of interest and fees shortly after he filed for bankruptcy was illegal. The claimant states that interest and fees are dischargeable in bankruptcy because a) there is no requirement that DCF pay the interest and fees to the child and, b) interest is not an obligation of support, it is a penalty assessed by DCF for not making child support payments on time. The claimant requests reimbursement of the \$4,067 seized by DCF in February 2006 and the \$3,595 seized in April 2006, minus the arrearage total testified to by DCF (\$1,315) for a total claim of \$6,347.

DCF recommends denial of this claim. DCF denies that the claimant's total child support arrearage as of March 1995 was \$1,315. DCF states that this amount was the total arrearage calculated up to 1991, when the claimant began receiving social security disability benefits. DCF states that it calculated the arrearage up to this date because the disability benefits were the subject of the claimant's court action he was requesting that benefits received by his son be used to offset any unpaid child support payments accrued prior to his receipt of those benefits. DCF states that it assumed that the court would suspend the claimant's obligation for any child support due after he began receiving social security benefits but that the court never issued that order and therefore, the claimant's child support obligations continued to accrue. DCF disputes that it was the department's responsibility to receive a court order to continue support after his son turned 18. DCF's policy at the time was to send a notice to both the custodial and non-custodial parent 90 days prior to the child's 18th birthday, notifying them that the support order would continue unless DCF received verification that the child was no longer in school. DCF states that the department does not have access to this information. DCF also points to the fact that neither the claimant nor his ex-wife responded to this notice. DCF notes that had the claimant contacted the department and indicated that there was a question regarding his son's educational status, the department would have sought a court order to terminate support. Finally, DCF disputes the claimant's assertion that all interest and fees were dismissed in bankruptcy. DCF notes that the case law cited by the claimant only applies to fees but that none of the amounts

collected by DCF subsequent to the bankruptcy discharge were applied to fees?the fees were expunged by the court in October 2006. DCF notes that the claimant cites no case law in support of his assertion that interest on child support is dischargeable in bankruptcy. DCF states that the claimant has made no overpayments and 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.

**3. Kelle and Brian Dorn** of Antigo, Wisconsin claim \$6,638.25 for medical costs incurred due to allegedly improper notice that the claimant's BadgerCare benefits were terminated. The claimant states that BadgerCare rules require a 10 day notice prior to a "negative action", such as termination of benefits. The claimant states that she received notices in January and February 2011 regarding renewing her benefits prior to March 1, 2011. She called her county social services office and made an appointment to provide her caseworker with the documentation necessary to renew her benefits. The claimant states that the first available appointment was March 4, 2011, but that the county social services staff told her not to worry about the March 1 deadline, because she had called to make her appointment prior to that date. The claimant states she received a notice from the county on March 4th indicating that her BadgerCare benefits had not changed. On March 14th the claimant received another notice requesting payment of an unspecified premium by March 18th. The claimant called the county on March 16th requesting the amount of the premium and went to the social services office that day to pay the premium. She states that county staff told her she did not need to pay the premium and that her caseworker would provide further direction after she had finished processing the claimant's renewal paperwork. On March 25, 2011, the claimant received a notice stating that her BadgerCare benefits had terminated on March 1, 2011. The claimant believes this notice violates the 10 day notification rule. The claimant had received medical services on March 1, 2011. The claim for these services was not submitted by the health care provider until May, 2011 and the claimant was not aware that payment had been denied until she received a billing from the provider in July. She attempted to appeal the termination of her BadgerCare benefits at that time to the Division of Hearings and Appeals, however, her appeal was rejected as untimely because more than 45 days had passed since the claimant was notified of her benefit termination. The claimant states she would have canceled her medical procedure if she had been aware her benefits were not in force on March 1st, but that due to the multiple confusing notices and information provided by county social services staff, she was not aware of the termination until after the procedure. She requests reimbursement for the medical bills incurred.

DHS recommends denial of this claim. On February 16, 2011, the claimant was sent a notice that her BadgerCare benefits would end on March 1st, which fulfilled the 10 day notification rule. The notice further stated that the claimant could appeal that decision until April 18, 2011. Towards the end of March the caseworker completed her review of the claimant's renewal application. DHS states that if the documentation had shown the claimant was eligible for BadgerCare benefits, her benefits would have been restored with no gap in coverage. However, the claimant was found not

eligible for benefits because she exceeded the income limit and had access to employer provided insurance. A notice was sent to the claimant on March 25, 2011, that she had been found ineligible for benefits as of March 1st and that she had until May 10th to appeal that decision. The claimant's appeal to Hearings and Appeals was untimely.

The Board defers decision of this claim at this time in order to obtain additional information from DHS and the claimants.

**4. Michael T. Davis** of Boscobel, Wisconsin claims \$269.76 for value of property allegedly improperly destroyed by DOC. On 3/17/11 the claimant was transferred from Gordon Correctional Center to the Wisconsin Secure Program Facility (WSPF). On 3/23/11 he received his property along with a list of items not allowed at WSPF. On 3/25/11 the claimant filed a complaint (ICE) with WSPF challenging the disallowed property. On 4/13/11 his ICE was dismissed by the complaint examiner and the dismissal was upheld by the warden on 4/14/11. On 4/21/11 the claimant appealed to the complaint examiner in Madison (CCE). On 6/10/11 the claimant received a letter from Madison stating that the time limit for deciding his CCE had been extended and that his administrative remedies had not been exhausted. On 8/5/11 the claimant received notice that his CCE appeal was dismissed. On 8/10/11 the claimant sent WSPF property staff a request to mail out his disallowed property. The property staff informed him that his property had been destroyed on 5/10/11. The claimant states that this was the first notice he received that his property had been destroyed. The claimant filed an ICE regarding the destruction of his property but the ICE was dismissed as untimely. The claimant believes DOC's destruction of his property prior to the decision from CCE in Madison violated his due process rights because he was not allowed to exhaust his administrative appeals before his property was destroyed. He also states that he was not notified that his property was destroyed until after his CCE was denied and that it is therefore unfair that his ICE related to the destruction of his property was denied as untimely. Finally, the claimant notes that he filed an ICE at Stanley Correctional Institution in 2007 and, after winning his CCE appeal two-and-a-half months later, his property was returned. He believes DOC should reimburse him for the value of his destroyed property.

DOC recommends denial of this claim. DOC states that WSPF staff is required to keep inmate property for 30 days after an ICE denial or 10 days after the warden's decision. Pursuant to Department of Adult Institutions' (DAI) policy and the Wisconsin Administrative Code, property is not required to be retained while an inmate appeals to CCE. DOC states that the claimant was properly notified of not allowed and excess items when he received form DOC-237 on 3/23/11. He had the opportunity at that time to notify property staff regarding how he wished to handle these property items. Because he failed to do so, pursuant to DAI policy, the property was destroyed. DOC notes that the claimant was transferred to WSPF, a high-security facility, due to his own behavior and that he should have been aware that there are different rules regarding allowable property at high-security institutions. DOC points to the fact that federal courts have found a prisoner's property rights are "subject to reasonable limitation or retraction in light of the legitimate security concerns of the institution." DOC further notes that because state law does not provide prisoners with a property interest in possessing a specific amount of property, the due process clause is not implicated when prison administrators make decisions regarding the amount or type of

property an inmate is allowed. DOC states that the claimant's property was handled properly, in accordance with WSPF rules, and that his 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.

**5. James Newson** of Boscobel, Wisconsin claims \$32.03 for cost of typewriter wheel allegedly lost by DOC staff. The claimant is an inmate at Columbia Correctional Institution (CCI). On 3/11/11 he received a replacement typewriter wheel he had purchased from Access Corrections. The typewriter wheel was defective. On 3/18/11 the claimant gave CCI property staff a box containing the defective typewriter wheel with a pre-paid UPS return label for Union Supply. The claimant contacted CCI property staff on 4/8/11 indicating that he had inadvertently sent the package to the wrong company and requesting the UPS tracking number. CCI staff responded that their records showed UPS picked up the package on 3/23/11 but that they were unable to track packages sent on a UPS account other than CCI's. They told the claimant that he would need to contact Union Supply directly. On 4/18/11 the claimant wrote to Union Supply regarding the returned typewriter wheel and received no response. He phoned Union Supply on 4/26/11 and was told that items received belonging to another company or shipped to the wrong address were automatically returned to the sender. Union Supply also told him they kept no records of these returns and therefore could not confirm whether or not they had received his package. The claimant again contacted CCI property staff and requested UPS tracking info but was told they did not have that information. The claimant states that it is CCI's responsibility to maintain UPS tracking information and that their failure to do so is the sole cause of the loss of his property. He requests reimbursement for the cost of a new typewriter wheel.

DOC recommends denial of this claim. DOC states that it has no policy that requires an institution to track or insure an inmate's package. DOC notes that the claimant admits that he returned the typewriter wheel to the wrong company. DOC believes that it was the claimant's responsibility to send the package to the correct company and that his error is the cause of the loss of his 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.

**6. Joey Davis** of Plymouth, Wisconsin claims \$9,825.00 for \$75.00 per day of incarceration past the time the claimant allegedly should have been released. In May 2004 the claimant was sentenced to 18 months incarceration and 18 months extended supervision for being a felon in possession of a firearm. In November 2005 the claimant was released to serve the extended supervision portion of his sentence. On 6/11/07 the claimant's extended supervision was revoked based on allegations that he had battered his girlfriend. Although the charges in this case were dismissed on 11/7/07, the claimant remained incarcerated until 3/18/08. The claimant believes that it was unlawful for DOC to continue to hold him after the charges that caused his revocation were dismissed. The claimant states that at the time of his revocation, he was employed by Western State Envelope, where he earned \$14.55

per hour. He requests reimbursement in the amount of \$75 per day for lost wages.

DOC recommends denial of this claim. DOC states that the claimant's supervision was revoked for two reasons, the battery charges and also his refusal to answer questions posed to him by his agent. DOC points to case law stating that an offender's supervision may be revoked based on an incident for which that offender is charged, even if those charges are eventually dismissed or the offender is acquitted at trial. DOC also notes that the claimant signed a form waiving his right to a final revocation hearing, thereby acknowledging his guilt in the battery, at least as it related to the revocation matter. Finally, DOC points to the fact that the only reason the batter charges were dismissed was because the victim failed to appear and testify at trial.

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. R.D. Black** of Waupun, Wisconsin claims \$457.60 for reimbursement of restitution payments allegedly improperly charged by DOC. The claimant is an inmate at Waupun Correctional Institution (WCI). He states that on 7/21/97 a WCI guard alleged that the claimant had attacked and injured him. The claimant states that he was charged with battery by a prisoner but that the court case was dismissed and that the court imposed no restitution upon him. The claimant believes that the WCI guard's injury was a fabrication. WCI assessed \$454.60 in restitution costs against the claimant, allegedly for medical treatment costs incurred by the WCI guard. The claimant states that if the guard had indeed been injured, he would have been required to provide a Notice of Injury to WCI's insurer as well as the guard's union. The claimant alleges that neither notice was provided by the guard. The claimant requests reimbursement of the restitution money taken from his prison account.

DOC recommends denial of this claim. DOC states that on 7/21/07 the claimant stabbed a WCI guard in the chest with a shank made from a sharpened piece of a nail clipper attached to a number of pen inserts. DOC states that the guard received first aid at the prison and then sought additional medical attention at a nearby hospital. DOC states that the claimant received an Adult Conduct Report for battery and possession/manufacture of a weapon. DOC states that the claimant was assigned an advocate and given notice of a hearing date but that the claimant refused to sign the notice, cooperate with his advocate, or attend his 8/7/97 conduct report hearing. DOC states that the hearing officer found the conduct report to be credible and assigned both disciplinary sanctions and restitution to the claimant. DOC states that because the guard's injury was work-related, the restitution taken from the claimant was paid directly to the State Worker's Compensation fund. DOC notes that the claimant took no action to dispute this restitution until filing his claim with the Claims Board 14 years after his hearing. DOC believes the claimant is not entitled to any reimbursement of the restitution payments.

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. Tramell Starks** of Waupun, Wisconsin claims \$228.93 for replacement cost of television, shipping charges, and photocopies for filing this claim. The claimant is an inmate at Waupun Correctional Institution. He alleges that his television was damaged while under staff control. He states that he was sent to segregation on 4/7/11 and that his property, including his TV, was taken to the property room and inventoried on 4/11/11. The claimant points to the fact that property room staff are required to check all electronic devices upon inventory and make note of any defective or damaged items. The claimant states that DOC admits there are no notations that the claimant's TV was broken when it was inventoried in the property room. The claimant's TV was returned to him on 7/1/11 when he was released from segregation. The claimant states that he immediately notified staff that the screen was cracked. The claimant mailed out the TV to a repair shop and filed an Inmate Complaint (ICE) for repair costs. The repair shop later informed him the TV was not worth fixing. The claimant purchased another TV and filed an ICE requesting the cost of the new TV. His ICE was denied, as was his appeal. The claimant states that the TV was only one year old and therefore unlikely to be susceptible to breakage due to "changing conditions of heat, cold, humidity, weather and age-related stress". The claimant also notes that, although DOC alleges that camera footage proves that DOC staff did not drop the TV while packing it at the claimant's cell, DOC clearly did not review footage from all cameras showing the transport of the TV to the property room and the many days of property room camera footage covering the time period the TV was in staff control. Finally, the claimant notes that if the TV had been damaged prior to receipt in the property room, staff would have immediately notified him and required that he mail out the TV or let it be destroyed by staff, because damaged electronics are not allowed.

DOC failed to provide a timely response to this claim in a manner that allowed the Claims Board itself to review the materials or provide the claimant an equitable opportunity to respond.

The Board defers decision of this claim at this time in order to allow the claimant an opportunity to respond to DOC's recommendation. [Members Murray and Taylor dissenting.]

**9. Antonio D. Johnson** of Waupun, Wisconsin claims \$168.00 for value of missing or damaged property allegedly caused by DOC staff in two incidents at Waupun Correctional Institution (WCI) where the claimant is an inmate. The claimant states that on 3/9/11 Sergeant Kimball, who the claimant alleges is known for damaging inmate property, ordered the claimant to wait downstairs while she searched his cell. The claimant states that he heard "what sounded like heavy items being thrown around the cell" and that he went back upstairs because he was concerned that Kimball was damaging his property. The claimant alleges that the cell was "in shambles" in violation of the rules regarding inmate cell searches. After the search, the claimant learned that his fan was broken, his headphones were damaged, and a pair of eyeglasses and his digital antenna were missing. He filed complaints with ICE and appealed to CCE but both complaints were denied. Regarding the second incident, on 7/7/11 the claimant was placed in segregation for a rule violation. He alleges that WCI staff left his personal property in his cell unsupervised for two weeks before inventorying and packing it up. The claimant states this is a violation of WCI policy, which requires property to be inventoried and packed immediately upon an inmate's placement in segregation. The

claimant believes some of his property was stolen during this two-week period, specifically, a baseball cap, a checkerboard, a pair of Nike shoes, and a calculator. The claimant states that these items were missing from his property when it was returned after his release from segregation and that the items were also not listed on the inventory form, which he believes indicates they were taken during the two-week period his property was left in his cell. The claimant also noticed that his eyeglasses were damaged when he received his property. The claimant filed a complaint with ICE but it was rejected because the missing items were not listed on the inventory report and because the eyeglasses may have broken easily, regardless of the actions of WCI staff. The claimant believes it is obvious that his glasses were broken while under staff control because if they had been broken earlier, they would have been confiscated as contraband.

DOC failed to provide a timely response to this claim in a manner that allowed the Claims Board itself to review the materials or provide the claimant an equitable opportunity to respond.

The Board defers decision of this claim at this time in order to allow the claimant an opportunity to respond to DOC's recommendation. [Members Murray and Taylor dissenting.]

**10. Daymon Tate** of Black River Falls, Wisconsin claims \$152.86 for cost of two pairs of eyeglasses allegedly lost by DOC staff. The claimant is an inmate at Jackson Correctional Institution (JCI). He transferred to JCI from Columbia Correctional Institution (CCI) on 8/23/11. He points to the fact that the property inventory list from CCI shows he had two pairs of glasses when they packed up his property prior to his transfer and the JCI inventory list completed upon his arrival at JCI shows no eyeglasses in his property. The claimant states that a JCI guard was present when he unpacked his property and realized the glasses were missing and that the guard compared the two property inventories and recommended the claimant file a complaint. He filed a complaint with the Inmate Complaint Examiner (ICE). His complaint was referred to the Corrections Complaint Examiner (CCE). His complaint was rejected because he "did not allege sufficient facts upon which redress may be made" because he was not able to provide correct receipts for the two pairs of glasses. The inmate states he realized he submitted the wrong receipt in error and corrected the situation by submitting the correct receipts as soon as he was able to obtain them from the vendors. The claimant notes that the items recorded on an inventory report are the property in the possession of property staff when inventoried. He points to the fact that the CCI list indicated two pairs of glasses present in the property under CCI control and states he did not arrive at JCI wearing any glasses. He states that the glasses he currently wears he received from a visitor. He requests the full value of both pairs of glasses.

DOC recommends payment of this claim in the reduced amount of \$41.00. DOC states that the claimant is manipulative and has a history of filing complaints for missing property. DOC does not dispute that the CCI and JCI inventories differ regarding the claimant's possession of two pairs of glasses. DOC points to the fact that the claimant has one pair of glasses in his possession and that property is not allowed to be given to an inmate by a visitor. DOC notes the claimant has presented no evidence as to how he was able to receive glasses from a visitor in violation of DOC rules. DOC believes this proves that the claimant is lying about where he got the eyeglasses he is

currently wearing. Because the CCI inventory did note the claimant had two pairs of glasses, one purchased in 2007 and one purchased in 2011, DOC recommends reimbursing the claimant for one pair of eyeglasses. Using DOC's standard depreciation schedule, the 2007 pair of glasses would now be worth \$41.00. DOC recommends payment of the claim in that amount.

The Board concludes the claim should be paid in the reduced amount of \$41.00 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)(GT), Stats.

**11–12. Fannie Rhodes and Nicholas D. Roesler** of Milwaukee, Wisconsin claim the amounts shown below for value of personal property. On August 24, 2010, the DOC office on Capitol Drive in Milwaukee, Wisconsin, was destroyed by fire. Along with departmental property, personal property of DOC employees was destroyed. The claimants were DOC employees at the Capitol Drive office and request reimbursement for the value of their personal property.

DOC recommends payment of these claims in reduced amounts. In order to provide for a fair system of reimbursement, DOC has evaluated the property claimed by Capitol Drive employees using the IRS's general depreciation schedule. DOC recommends reimbursement in the depreciated amounts shown below.

Claimant	Claimed Amt	DOC Recommended Amt
Fannie Rhodes	\$452.00	\$162.29
Nicholas Roesler	\$179.00	\$131.57

On August 12, 2011, the Claims Board initially reviewed 17 similar claims. For each claim, employees listed various items of personal property that he or she kept at the office. DOC reviewed the claims and, following review, DOC recommended that each and every item of personal property listed be reimbursed, subject only to the standard IRS depreciation schedule.

State Risk Management generally does not provide coverage for employee personal property "except as needed for legitimate state business purposes as determined and agreed to in writing in advance by the agency risk manager." Given the wide variety of personal property that was listed for reimbursement, the Claims Board questioned whether all of it was actually work related. Because of the Risk Management policy and the Claims Board's questions, the Claims Board asked DOC to confirm the work related nature of the personal property. The Board specifically asked DOC to decide which personal property items could be characterized as having a legitimate state business purpose. DOC responded by affirming that every item listed by each claimant was legitimately work related.

Based solely on DOC's affirmation that all claimed property is legitimately work related, the Board concludes the claims should be paid in the reduced amounts recommended by DOC, 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)(b), Stats. The Board further reaffirms the precedent set forth in its December 13, 1977, decision of the claim of Karen Gruba, that state employees not be reimbursed for the loss of "personal property brought to their work station for their convenience and enjoyment," and states that the payment of

these claims is not intended to serve as future precedent for similar claims.

**The Board concludes:**

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

- Richard Wood
- Michael T. Davis
- James A. Newson
- Joey Davis
- R.D. Black

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

- Kelle & Brian Dorn
- Tramell Starks
- Antonio D. Johnson

John & Bonnie Weiglein. *The claimants and DOT appeared before the Board and indicated they are in the process of finalizing a resolution to both claims. The Board directed DOT to contact Claims Board staff regarding the status of this matter prior to the next Claims Board meeting.*

**That payment of the below amounts to the identified claimants from the following statutory appropriations is justified under S 16.007, Stats:**

Daymon Tate	\$41.00	§ 20.410(1)(GT), Stats.
Fannie Rhodes	\$162.29	§ 20.410(1)(b), Stats.
Nicholas D. Roesler	\$131.57	§ 20.410(1)(b), Stats.

**Dated at Madison, Wisconsin this 12th day of October, 2012.**

*STEVE MEANS*  
 Chair, Representative of the Attorney General

*GREGORY D. MURRAY*  
 Secretary, Representative of the Secretary of Administration

*BRIAN HAGEDORN*  
 Representative of the Governor

*LENA C. TAYLOR*  
Senate Finance Committee

*PATRICIA STRACHOTA*  
Assembly Finance Committee

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**State of Wisconsin  
 Government Accountability Board**

October 16, 2012  
The Honorable, The Senate:

The following lobbyists have been authorized to act on behalf of the organizations set opposite their names.

For more detailed information about these lobbyists and organizations and a complete list of organizations and people authorized to lobby the 2011–2012 session of the legislature, visit the Government Accountability Board’s web site at <http://gab.wi.gov/>.

Graul, Mark	American Cancer Society Cancer Action Network (ACS CAN)
Julius, Buddy	New Resources Consulting, LLC
Petersen, Eric J	Physicians Plus Insurance Corporation
Sheridan, Michael	Wisconsin State AFL–CIO
Stephenson, Sean	American Cancer Society Cancer Action Network (ACS CAN)

Also available from the Wisconsin Government Accountability Board are reports identifying the amount and value of time state agencies have spent to affect legislative action and reports of expenditures for lobbying activities filed by organizations that employ lobbyists.

Sincerely,  
*KEVIN KENNEDY*  
Director and General Counsel