

STATE OF WISCONSIN CLAIMS BOARD

On December 15, 2025, the State of Wisconsin Claims Board met in the State Capitol Building and via Zoom to consider the claims listed below.

Hearings were conducted for the following claims:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
None		

The following claims were decided without hearings:

1. Marwan Mahajni	Innocent Convict Compensation	\$25,000.00
2. John Heim	Natural Resources	\$95.00
3. Fredrick Morris	Corrections	\$106.95
4. Aaron Nelson	Corrections	\$383.71
5. Jeff Poff	Corrections	\$1,500.00
6. Ryan Davis	Corrections	\$75.00

With respect to the above claims, the Board finds:

(Decisions are unanimous unless otherwise noted.)

1. **Marwan Mahajni.** The Board's decision on Marwan Mahajni's claim for innocent convict compensation will be issued in a separate decision.

2. **John Heim** of Madison, Wisconsin claims \$95.00 for reimbursement of a charge from the poison control hotline related to his guide dog. Heim alleges that on June 17, 2025, he was present with his guide dog at the Sandhill Wildlife Area (a DNR property) for a meeting of the Disability Advisory Council. During the meeting, his guide dog found and partially ingested an ant poison strip that was on the floor. Heim called the ASPCA (American Society for the Prevention of Cruelty to Animals) Poison Control Hotline as there was no emergency veterinarian office nearby. A DNR representative present at the meeting assisted in relaying information from the ant bait packaging to the poison control representative. Heim was charged \$95.00 for the call, which yielded a positive result; it was determined that the dog was not in danger. Heim did not incur any additional expenses related to this incident.

DNR recommends this claim be paid. DNR does not dispute that Heim was at the Sandhill Wildlife Area in his capacity as a member of DNR's Disability Advisory Council, and believes Heim acted appropriately in calling the ASPCA Poison Control Hotline for his dog.

The Board concludes the claim should be paid in the amount of \$95.00, based on equitable principles. The Board further concludes, under the authority of Wis. Stat. § 16.007(6m), that payment should be made from the Department of Natural Resources appropriation Wis. Stat. § 20.370(1)(ma).

3. **Fredrick Morris** of Green Bay, Wisconsin claims \$106.95 for the value of books allegedly damaged by staff at Green Bay Correctional Institution (GBCI). Morris notes that on December 23, 2024, he was housed in cell 307 of the Restrictive Housing Unit (RHU). On that date, the drain in cell 307 was clogged and there was a work order in place for its repair. Morris asserts that the correctional officer in the control bubble turned on the shower, without warning, although the unit was not to receive showers that day. Morris alleges that the shower being turned on damaged three of his books – Prisoner Self Help Litigation Manual (\$59.95), Mastery (\$24.00), and Laws of Human Nature (\$23.00). Morris notes there are no lockers or shelves in cell 307 so his books were on a wall behind the shower wall; an area he contends is protected from water. Morris asserts DOC staff were negligent in turning on the shower and therefore responsible for the damage to his books.

DOC recommends this claim be denied. DOC points to the fact that Morris did not file a complaint via the Inmate Complaint Review System (ICRS) until January 27, 2025—over a month after the alleged incident. Per DOC policy, a complaint is to be filed 14 days from the date of the incident. DOC asserts that Morris's ICRS complaint was appropriately rejected as untimely and because it was rejected outright, it was not investigated. Because Morris failed to exhaust his administrative remedies, DOC believes the claim should be denied. Further, DOC points to the RHU Handbook, which recommends that property be placed on the bed to avoid any possible water damage from the shower. DOC highlights Morris's admission that his books were on the wall behind the shower, contrary to the recommendation and a "common sense" notion of storing paper-based items near a shower. DOC notes that Morris has been housed in RHU since his transfer to GBCI in November 2020, and therefore he is familiar with handbook recommendations and shower operations. DOC contends it was not negligent and the claim should be denied.

The Board concludes there has been an insufficient showing of causal 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 which the state should assume and pay based on equitable principles.

4. Aaron Nelson of Waupun, Wisconsin claims \$383.71 for the value of property allegedly lost or missing after Nelson was placed in Temporary Lock Up (TLU) at Waupun Correctional Institution. Nelson asserts that on January 8, 2025, he was housed in north hall cell A52 and was told he was being placed in TLU. Nelson notes that he packed his property consistent with instructions from Sgt. Tritt, who told him to leave electronics on the desk and the remainder of his property on the bed in the bags provided. Nelson specifically contends that he packed his property as follows: books in the black laundry bag, Under Armour shoes on top of the books, t-shirts on top of the shoes, and sweatpants and sweatshirts on top of the t-shirts. He also indicates that his property receipts and other paperwork were inside his books, which all had his name and DOC number written inside. Nelson notes he was given his allowable property around January 16, 2025, including his paperwork (which would have been removed from inside his books), but several items were missing—shoes, clothing, books, charger cable, and surge protector. (Nelson provided an itemization of missing property in his initial claim submission.) Nelson contends that some of these items were recorded on his property inventory sheet but acknowledges that often only "major" items are included on the inventory sheet. Nelson contends that all items were in his possession prior to January 8, 2025, because he specifically recalls packing the items. Nelson filed a complaint via the Inmate Complaint Review System (ICRS) regarding this matter, which was ultimately dismissed, noting a lack of documentation showing Nelson's actual possession of the items. Nelson asserts that he was never given a padlock for the footlocker in cell A52, and that inmates are not allowed to possess a padlock. He contends that DOC staff are responsible for securing property when an inmate requests a padlock, and in the property department when an inmate is in TLU. Nelson contends he did not receive the missing property items after TLU placement and that DOC is responsible for not appropriately accounting for and securing his property.

DOC recommends this claim be denied as there is no evidence of negligence by DOC staff. DOC notes that the Institution Complaint Examiner's investigation revealed insufficient evidence that Nelson possessed most of the items prior to TLU placement. DOC believes that Nelson has added alleged facts to this claim when compared to his ICRS complaint, many of which are not true. DOC highlights a point made by Nelson that he contacted Sgt. Hock on multiple occasions regarding a padlock, but that he never received a response. DOC provides an affidavit from Sgt. Hoch stating that the property department received no such communication from Nelson. DOC contends it is likely that Nelson did not actually pack his property as instructed, but rather he likely left many items in his footlocker in cell A52 (unsecured), where it would have remained after the packed property was removed from the cell. If the Board were to award payment, DOC suggests that property values should be depreciated to the value at the time of loss, which then amounts to \$131.53. (As noted in DOC's proposed itemization on page 4 of its response to the initial claim.)

The Board concludes there has been an insufficient showing of causal 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 which the state should assume and pay based on equitable principles.

5. **Jeff Poff** of Waupun, Wisconsin claims \$1,500.00 for reimbursement of attorney fees for two missed phone calls scheduled for February 11 and 14, 2025. Poff alleges that staff at Waupun Correctional Institution “purposely and maliciously” caused him to miss both scheduled calls, and although the calls did not actually occur, he was still charged by his attorney. Poff notes that the attorney-client relationship later ended in March 2025. Poff filed a complaint via the Inmate Complaint Review System (ICRS) related to the February 14th call. (No ICRS complaint was filed with regard to the February 11th call.) The ICRS complaint was affirmed after the Institution Complaint Examiner’s (ICE) investigation found that Poff was not timely escorted to the legal room for the February 14th call. Poff provides a letter he received from his attorney’s office (Martinez and Ruby LLP) dated February 14, 2025, with an explanation and breakdown of hours worked on Poff’s case. The letter lists an attempted call with Poff on February 11th with a corresponding “amount earned” of \$30.00, and another attempted call on February 14th with a corresponding “amount earned” of \$90.00. The letter shows a total of five hours worked on Poff’s case, for a total “amount earned” of \$1,500.00. Poff contends that the negligent actions of DOC staff caused him to miss the two scheduled calls and ultimately caused confusion and contributed to the breakdown of the attorney-client relationship. Poff contends he should be reimbursed the full amount of \$1,500 he believes he was charged by his attorney.

DOC recommends this claim be denied. DOC believes Poff is incorrectly interpreting the attorney’s February 14th letter and contends that Poff was not actually charged by his attorney for the two missed calls. DOC outlines that, according to the February 14th letter, the attorney was instructed by Poff to stop work on January 23, 2025, and that no funds have been transferred from the relevant trust account to the business account since then. The breakdown of hours worked in the February 14th letter is simply an accounting of hours worked, not amounts charged. Although Poff’s ICRS complaint regarding the February 14th call was affirmed, it was only found that Poff was not timely escorted to the legal room for the scheduled call. There was no finding that Poff was charged by his attorney. DOC contends there is no evidence that staff acted recklessly or caused confusion between Poff and his attorney. Because Poff was not charged for the two missed calls, he should not be reimbursed for those calls.

The Board concludes there has been an insufficient showing of causal 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 which the state should assume and pay based on equitable principles. The Board suggests that to the extent this matter is not resolved, the issues would be better evaluated between Poff and his former attorney and/or the Office of Lawyer Regulation, if appropriate.

6. **Ryan Davis** of Oshkosh, Wisconsin claims \$75.00 for the value of headphones allegedly lost by staff at Oshkosh Correctional Institution. Davis indicates that around February 14, 2025, a pair of damaged CL-20 Koss headphones were confiscated from his cell during a search. Davis asserts that arrangements were in progress for the headphones to be shipped to the manufacturer for repair under warranty; he was simply waiting for the Business Office to issue a \$9.00 check to fulfill the warranty requirement. The damaged headphones were taken by staff after the February 2025 search and placed behind the sergeant’s desk. Davis asserts that multiple officers were aware where the headphones were placed. Later, when he was notified by the Business Office that the warranty check was ready, Davis asserts he informed staff (Sgt. Berg) so the damaged headphones could be shipped out, but staff could not locate the damaged headphones. Davis filed a complaint via the Inmate Complaint Review System (ICRS). After investigation, the Institution Complaint Examiner (ICE) affirmed the complaint and awarded \$7.00. Davis believes that amount is insufficient and that he should be reimbursed the full value of the headphones, in addition to “what [he] paid for copies, postage, research, time taken from other legal responsibilities to get justice for whats [his].” (See Davis’s initial claim, handwritten page 2.) Davis alleges that he followed proper procedure and instruction from staff and the headphones would have been repaired under warranty but were instead misplaced by staff.

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DOC recommends this claim be denied. DOC asserts that Davis was appropriately reimbursed for the damaged headphones consistent with DOC's property depreciation schedule, which lists electronics as having a useful life of two years. The amount of \$7.00 represents the depreciated amount plus tax. (DOC notes that the \$7.00 depreciated value did not account for the fact that the headphones were damaged at the time they were lost. The value at that time would have been \$0.) DOC contends it is required to apply depreciation to personal property of inmates lost or damaged by staff pursuant to Wis. Admin. Code § DOC 309.20(5). DOC disagrees with Davis's assertion that depreciation should not apply in this instance because the headphones were under warranty. DOC notes that Davis received the headphones on July 25, 2023. The headphones had a "limited lifetime warranty" that applied only to defects in material or workmanship and required \$9.00 for return shipping and handling. DOC asserts that the extent of actual damage to the headphones is unknown, and therefore it is unknown whether the manufacturer would have repaired or replaced them. DOC notes that if the Board determines that Davis should be reimbursed the full purchase price of the headphones (\$27.99), that amount should be reduced by the required shipping fee (\$9.00), and the amount already reimbursed (\$7.00), for a total of \$11.99. Anything additional would be unwarranted.

The Board concludes the claim should be paid in the amount of \$13.39, based on equitable principles. This amount represents the purchase price of the headphones (\$27.99), plus tax (\$1.40), minus the required shipping and handling fee (\$9.00), minus the amount Davis has already been reimbursed by DOC (\$7.00). The Board further concludes, under the authority of Wis. Stat. § 16.007(6m), that payment should be made from the Department of Corrections appropriation Wis. Stat. § 20.410(1)(a).

The Board concludes:

That payment of the amount below to the identified claimant from the following statutory appropriation is justified under Wis. Stat. § 16.007(6)(b):

John Heim	\$95.00	Wis. Stat. § 20.370(1)(ma)
Ryan Davis	\$13.39	Wis. Stat. § 20.410(1)(a)

That the following claims are denied:

Fredrick Morris
Aaron Nelson
Jeff Poff

Dated at Madison, Wisconsin this 2nd day of January, 2026.

Signed by:

Lara Sutherlin

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Lara Sutherlin, Board Chair
Wisconsin Dept. of Justice

Signed by:

Jennifer Vandermeuse

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Jennifer Vandermeuse, Board Secretary
Wisconsin Dept. of Administration

Signed by:

Eric Wimberger

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Eric Wimberger
Senate Finance Committee

Signed by:

Alex Dallman

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Assembly Finance Committee

Signed by:

Mel Barnes

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Office of the Governor