STATE OF WISCONSIN CLAIMS BOARD

On April 27, 2026, 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:

Claimant	Agency	Amount
1. Abdel-Rahman Murad	Transportation	$3,568.99
2. Zignego Company, Inc.	Transportation	$215,000.00

The following claims were decided without hearings:

3. Jeff Hembrock	Transportation	$27,981.00
4. David Janssen	Natural Resources	$750.00
5. Fredrick Morris	Corrections	$532.00
6. George Washington III	Corrections	$4,045.00
7. Lorenzo Kyles	Corrections	$10.00
8. Demetrius Cooper	Correction	$82.70
9. Gerrad Kibbel	Corrections	$199.00
10. Nicholas Bohn	Corrections	$1,200.00

With respect to the above claims, the Board finds:
(Decisions are unanimous unless otherwise noted.)

1. Abdel-Rahman Murad of Milwaukee, Wisconsin claims $3,568.99 for vehicle damage allegedly caused by a collision with a construction barrel. Murad alleges that on October 8, 2025 at approximately 1:15 p.m., he was driving westbound on I-94 near Waukesha, when an orange construction barrel rolled into his lane and hit the front side of his vehicle. Murad contends the incident did not involve any other vehicles or unsafe behavior on his part. Murad notes that the impact caused damage to the front bumper and left fender area of his vehicle. For safety reasons, Murad notes he was unable to photograph the construction barrel but photographed the damage to his vehicle and noted the specific location of the incident. Murad contends the construction barrel was a sudden and unavoidable hazard; a properly secured work-zone device should not enter live traffic given the clear and calm weather conditions at the time. Murad obtained a repair estimate and because he did not have car insurance at the time of the incident, he seeks the full cost of repair.

DOT recommends denial of this claim. DOT notes that the stretch of road was under the control of a prime contractor – Norcon Corporation. DOT contends that Murad's claim is with the prime contractor, not the State. DOT further notes that the 2025 Standard Specifications that govern all DOT projects requires that contractors hold DOT harmless for any tort liability. DOT further points to Wis. Stat. § 84.07(1) (maintenance of state trunk highways), and information on its website advising, "[i]f your car is damaged due to a pothole, hitting a construction barrel or debris in the road, the state or county is not liable for your damage. Please contact your insurance company in those situations." (DOT Response, page 2.) DOT highlights Murad's admission in the crash report that he did not have insurance on the vehicle at the time of the incident. DOT contends that if Murad was compliant with Wisconsin Law, the damage would have been covered by an auto insurance policy. DOT asserts that Murad has provided no evidence of negligence by DOT, Waukesha County, or Norcon Corporation.

At the hearing, Murad clarified that he did not own the vehicle at the time of the incident. He indicated he was in possession of the vehicle for an extended "test drive" and purchased it on a date after this incident. He also noted that the vehicle is drivable.

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 which the state should assume and pay based on equitable principles.

2. **Zignego Company, Inc.** of Pewaukee, Wisconsin claims $215,000.00 for work performed related to DOT Project ID 1100-45-70 IH 41 Airport Freeway, 84th Street to 35th Street in Milwaukee County. Zignego Company, Inc. (Zignego) was the successful bidder and entered into a written agreement with DOT. Forward Traffic and Marking (FT&M) subcontracted with Zignego to perform specified services for the project. The project required traffic management to protect the construction workforce and the public, and to allow motor traffic to operate. Detours, ramps, and freeway closures depicted in plan drawings were to occur at various times from 2023 through 2025. The parties disagree on interpretation of terms which categorize payable items to FT&M, specifically full freeway closures and system ramp closures.

FT&M asserts that full freeway closures are not being paid by DOT when the freeway is fully closed. FT&M notes that the closures in disagreement are taken on the east and west ends of the project and include a combination of system interchange ramps and lanes. FT&M contends that any combination of lane closures and/or system ramp closures that fully close the freeway is a full closure and should be paid as such. FT&M notes it is DOT's position that only up and over full closures should be paid as full closures.

FT&M contends it has raised the issue per procedures outlined in the contract to no avail. FT&M requests DOT pay a total of 109 units of SPV.0060.023 Traffic Control Full Freeway Closures. This adds 86 additional units at $2,500 each for a total change of $215,000.

At the hearing, FT&M and Zignego noted the bid was based on representations of full freeway closures in the plans. The claimant seeks payment for the work performed.

DOT recommends this claim be denied. DOT asserts that the contract and plan sheet depicted which closures were payable as full freeway closures and system ramp closures, that Zignego and FT&M performed work in accordance with the plans, and items were paid appropriately as designated. DOT contends it has consistently measured and paid for system ramp closures and full freeway closures. According to DOT, the closure types are distinguishable and appear in separate articles of the special provisions. While neither provision details how the closures are to be accomplished, the plans and the Manual on Uniform Traffic Control Devices provide principles and guidance for temporary traffic control. DOT indicates that full freeway closures involve more work and signs, can only occur during specified hours, and result in full removal of traffic off the highway. System ramp closures involve shutting down certain ramps in order to divert traffic, which allows the traffic on the highway to continue in another direction. This method of closure involves a different level of work and consequently is priced differently. DOT asserts there were more system ramp closures than full freeway closures for this project.

DOT further notes that the bid documents put Zignego on notice of the quantities and types of closures at the project's onset. DOT contends that the project plans provided for both full freeway closures and system ramp closures in designated areas and pricing was specified for each type. The contractor, upon signing the bid, declared that it was satisfied with the information provided to formulate a bid and acknowledged that it could perform its own investigation to determine site conditions in advance of submitting a bid. DOT notes that Zignego signed the declaration at the bidding submission and did not ask for additional materials or pose questions about the closure types and quantities. Further, neither Zignego nor FT&M utilized the contract provision to seek clarification of the types of closures to be scheduled. DOT contends that once the bid was signed, the contractor and its subcontractors were bound by the terms of the contract. DOT asserts that only after payments were made did FT&M challenge the closures and corresponding payrate. When closing one direction of freeway is accomplished by closing and opening two system ramp closures, the work is compensable under the Traffic Control-Open Freeway to Freeway System ramp item. Applying this item to the 91 closures is how and at what rate payment was made.

The Board concludes that the question of how the phrase "full closure" should have been interpreted in this contract and related documents is a matter more appropriately evaluated by a court of law, and therefore denies the claim.

3. **Jeff Hembrock** of Shorewood, Wisconsin claims $27,981.00 for property damage allegedly related to DOT Project ID 2225-13-70: STH 32 Pavement Replacement from Edgewood Avenue to Kensington Blvd in Milwaukee. Hembrock notes that his property spans municipalities; his residence is in the Village of Shorewood and the damaged property (a ravine and associated walkway) is located in the City of Milwaukee, adjacent to State Highway 32

(Lake Drive) at the intersection with Edgewood Avenue. The property borders the shores of Lake Michigan. Hembrock notes that in 2024, work started on the Milwaukee portion from Lincoln Memorial Drive North to Edgewood, and in 2025, work began on Lake Drive from Edgewood North through Shorewood. At the time of Hembrock's initial claim submission (July 2025), work remained ongoing. He notes that throughout DOT's project, he has endured construction noise, dust, limited access to his property, and extensive property damage.

Hembrock asserts that as part of construction and to minimize runoff into Lake Michigan, sewer drains were covered with mesh screens to catch silt and debris. Hembrock notes that on April 18, 2025, the area experienced .88 inches of rain in the span of approximately one hour. Water flooded over the curb, over the sidewalk, and down into Hembrock's ravine. Water and debris (granite, logs, branches, etc.) were pushed down the ravine, destroyed a wall and completely washed out the crushed granite pathway, which allegedly had just been installed the year prior. Granite was carried further down into the ravine, clogging the natural path of the water, causing it to re-route around Hembrock's bridge, pushing more debris and blocking the water flow. Hembrock notes that in the end, after significant damage to his property, the runoff from the construction site made its way into Lake Michigan.

Hembrock contends the damage was ultimately caused by the failed mesh screens. Hembrock contends that on the east side of the street, the two drains were clogged by debris forcing the water up and over the curb and into the ravine. On the west side of the street, the mesh screens did not hold in place. Rather, they went down into the drain, blocking it and causing water to flood onto the street. Hembrock recognizes the state was concerned about erosion control but believes that concern did not extend to adjoining taxpayer property, and that lack of consideration ultimately led to his property being damaged and runoff reaching Lake Michigan. Hembrock notes that his contractor (Patrick) contacted Brad Bacilek with Benesch, who he understood was overseeing the project for the State. Bacilek visited the site and saw the damage caused by the clogged drains. On April 24, 2025, Hembrock notes that a team from Benesch was down in the drain pulling out the mesh screens. Hembrock alleges it was confirmed at that time that it was the erosion bag that blocked the drainage pipe that contributed to the flooding.

Hembrock asserts that given the failure of the drains with mesh screens, DOT directed that gravel bags be placed along the sides of the road. The intent was to slow the water and allow the sentiment to settle with the water breaching the top of the bags and then flowing into the drains. On May 28, 2025, there was an additional .48 inches of rain. This caused Hembrock to raise concern that heavier rain would have again breached the curb and additional property damage would have ensued.

Hembrock outlines his efforts to work with representatives of DOT and its contractors to be reimbursed for his property damage. He provided multiple estimates to DOT contractors for path restoration. Ultimately, Hembrock contends it was suggested that he pursue a claim through the Claims Board. Hembrock asserts that the damage was ultimately caused by the State's work on Lake Drive.

DOT recommends denial of this claim. DOT notes that it entered into separate state municipal agreements with the Village of Shorewood and the City of Milwaukee for highway or street improvement. DOT contracted with Zignego Company Inc. under standard DOT contract specifications to perform its portion of the work. Secondary to the repavement of STH 32 was the improvement of an erosion control system. DOT contends it is authorized by statute to construct and improve highways which can involve design and construction of erosion control, inlet protection, and draining systems. DOT also notes that landowners have a statutory duty outlined in Wis. Stat. § 88.87(3), related to water flow on their property.

DOT disagrees with Hembrock's assertion that DOT is responsible for the damage after the rain event on April 18, 2025. DOT notes that on April 9, following a rain event, the project team observed that the existing inlet at the SW corner of Lake Drive and Edgewood Avenue appeared to be clogged. On April 11, a City of Milwaukee PE Construction Management Engineer directed City of Milwaukee forces to vacuum out the inlet. DOT further notes that within the timeframe of April 18, multiple parties separate from DOT's contractor and its project were performing unrelated functions in that location. The City of Milwaukee performed inlet cleaning within the week leading up to April 18. Utilities also performed work in that location. On April 24, the City of Milwaukee found fabric during an inlet inspection. The City of Milwaukee responded

to that finding by ordering inlet cleaning and vacuuming. The fabric was consistent with erosion control protection filter fabric used to slow stormwater and capture sediment and is typically placed below the inlet grade. DOT has no knowledge of which contractor placed this fabric at the inlet. DOT contends that inlet protection under this project was installed in accordance with the Statewide Erosion Control Inlet Plan and Wisconsin DNR WPEDES Construction Site Storm Water Runoff Permit. DOT further contends that the storm sewer drainage system, inlet, and erosion control measures for this project were properly designed, constructed, and implemented in the field. The flooding of Hembrock's property was the result of an unusually heavy rain that overwhelmed the erosion control measures.

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 which the state should assume and pay based on equitable principles.

4. **David Janssen** of Duluth, Minnesota claims $750.00 for property damage allegedly caused by a tree that fell on his camper at Peninsula State Park. Janssen alleges that on July 5, 2025 he was camping in site 860. There was a dead tree directly behind the only possible spot within the site to park a camper. Janssen notes that on the night of July 5, the area experienced severe storms and heavy rain. On July 6, there was strong, gusty winds. Janssen contends the soil was saturated and the dead tree lacked sufficient roots to withstand the wind. The tree was uprooted and fell on Janssen's camper, damaging the roof and interior wall. Janssen indicates he reported the incident to park staff, who responded quickly and removed the tree. Janssen asserts that park staff acknowledged it is their responsibility to "assess the damage" in the campground after every storm, including soil saturation, and to remove possible hazards. Janssen contends this tree stood out among surrounding trees; it was bare and rotted. The condition of the bark and roots indicated it had been dead for several years. The tree was a visible and obvious risk. Janssen notes that park staff admitted this and suggested he seek compensation from the State. Janssen contends that any claim of recreational immunity is not applicable due to an exception for "malicious negligence." Janssen contends that DNR was aware of the Emerald Ash Borer (EAB) issue and of the proximity of affected trees to people and vehicles, but they ignored this one. Janssen notes he contacted his insurance company who determined the camper was totaled. He has settled with his insurance company and now seeks reimbursement for his deductible. Janssen contends that DNR was negligent in not removing this specific tree, and for not providing enough funding, labor, and prioritization to deal with EAB in its parks.

DNR recommends denial of this claim, though it does not dispute the facts. DNR does not dispute that the State owns Peninsula State Park; the tree was entirely located on State property and owned by the State; and the camper was damaged as a result of the tree falling. DNR confirms on the night of July 5, Janssen occupied site 860. That night, severe storms and heavy rains came through and continued into the morning of July 6. DNR asserts that the tree at issue was an ash tree, which was likely dead as a result of EAB. DNR notes that staff have been actively identifying and removing dead ash trees from designated use areas around the park and that, unfortunately, the number of ash trees succumbing to EAB has exceeded DNR's capacity. DNR points to its Fall 2024 and Spring 2025 designated use inspections, which note that hazard tree removal is ongoing at the campground. DNR asserts that after careful assessment of this claim, Janssen is not entitled to payment because the recreational immunity statute bars payment of the claim. (Wis. Stat. § 895.52(2) and (7).) DNR further contends there is no evidence that DNR acted with hatred or ill will, and that it is actively working to clear dead or dying ash trees from Peninsula State Park.

The Board concludes the claim should be paid in the amount of $750.00, 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)(ea).

5. **Fredrick Morris** of Green Bay, Wisconsin claims $532.00 for cost of legal documents allegedly damaged while housed at Green Bay Correctional Institution. Morris notes that on April 15, 2025, he was housed in cell 509 of the restrictive housing unit (RHU). On that date, Morris asserts he was out for recreation from 8 a.m. to 10 a.m. and upon returning to his cell,

he discovered that a pipe broke and water "came from around the seal at the bottom of the sink." (Morris initial claim, page 2.) Morris notes that storage space in RHU cells is limited as there are no lockers to shelter items. Morris alleges his legal documents were stacked up at the foot of his bunk and water from the pipe chase got onto his documents, soaking a transcript and discovery for multiple criminal cases with "urine fecal water." Morris contends DOC was negligent in the maintenance of plumbing and is responsible for the damage caused by the broken pipe. Morris provides a letter from Marathon County Clerk of Courts, dated August 17, 2017, showing prepayment of $532.00 required for obtaining copies of legal documents. Morris contends the cost is the same now as it was in 2017. Morris submitted a complaint regarding this matter via the Inmate Complaint Review System (ICRS), which was rejected as untimely because it was filed beyond the 14-day limit.

DOC recommends denial of this claim. As an initial matter, DOC asserts that Morris' legal documents were not soaked with sewage. As indicated in the incident report, a water pipe leaked and his documents were allegedly soaked with water. (DOC Response, Exhibit A.) DOC notes the claim should be denied because Morris failed to exhaust his administrative remedies by timely filing an ICRS complaint. Per DOC policy, a complaint is to be filed 14-days from the date of the incident. Morris' complaint was received on May 7, 2025. DOC asserts the complaint was appropriately rejected and because it was rejected, there was no investigation. DOC notes that Morris has provided no evidence he actually purchased the documents that were allegedly damaged. DOC contends if he purchased these, he would have a record of payment to the clerk, at a minimum. Further, even if Morris did purchase the documents in 2017, he presents no evidence that he still possessed them at the time of the alleged damage. DOC notes that Morris could have retained the damaged documents for purposes of investigation but did not. Lastly, DOC notes that Morris' own actions could have contributed to this incident. DOC points to a recent claim considered by the Claims Board for water damage to books that Morris had on the floor of his cell on December 27, 2024. (*See* Claim No. 2025-030-DOC, considered by the Board on December 15, 2025.) Having recently had a similar issue, DOC believes Morris should know to keep important documents off the floor. DOC contends it was not negligent and the claim should be denied.

The Board notes that because Morris failed to timely file an ICRS complaint, there was no investigation for this matter. An investigation record likely would have helped the Board evaluate Morris's 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 which the state should assume and pay based on equitable principles.

6. George Washington III of Waupun, Wisconsin claims $4,045.00 for value of property allegedly lost when incorrectly mailed out of Waupun Correctional Institution (WCI) by DOC staff. Washington alleges that for 8½ years of incarceration, he was allowed to possess a pair of Cartier wood framed glasses with prescription lenses. Washington contends that when he initially transferred to WCI (2021), DOC failed to properly inventory the glasses. Washington further contends that in 2024, WCI deemed the glasses contraband and he opted to have the glasses sent out of the institution rather than destroyed. Washington alleges that on December 19, 2024, his glasses were taken by DOC staff and mailed to his family a few days later on December 26. On January 6, 2025, Washington alleges that he received photographs of the property his family received, which was not his. Washington contends that on January 7, he notified DOC staff that his glasses had been mailed to someone else. Washington filed a complaint via the Inmate Complaint Review System (ICRS), which was ultimately affirmed and he was reimbursed for the glasses in the amount of $15.00. Washington provides an alleged receipt for the glasses (noted as sunglasses), showing a purchase price of $4,045.00 on June 16, 2016, and also a copy of his prescription. (Washington initial claim, page 6; Washington Final Reply, page 3.) Washington contends that DOC was negligent in failing to ensure his property was mailed with the correct label and to the correct address, and that he should be reimbursed the full amount he paid for the glasses as they were in "perfect condition with no damage." (Washington Reply, page 2.)

DOC recommends denial of this claim. DOC confirms that Washington was in possession of glasses that were determined to be contraband. DOC notes that Washington was transferred to WCI around June 23, 2021. At the time of transfer, a property inventory was conducted, which

does not show any glasses (sunglasses or prescription glasses). DOC contends Washington would not have subsequently been allowed to purchase $4,000 glasses, and further contends the glasses were likely smuggled in. DOC notes that, upon investigation, the shipping label was inadvertently switched with another inmate's shipping label by DOC Central Receiving, and the glasses were sent to the wrong address. DOC notes that retrieval was attempted but was unsuccessful. Washington prevailed on his ICRS complaint and was awarded a depreciated value of $15.00. Section DOC 309.20(5) of the Wisconsin Administrative Code provides that, "[i]n case of loss or damage caused by the staff of an institution, the value of an inmate's personal property shall equal its value at the time of loss or damage, not to exceed its purchase price." Per DOC's depreciation calculator, the useful life for sunglasses is two years. DAI Policy 309.20.03(I)(D)(1) notes that "[t]he cost of each property item shall not exceed $150.00, excluding taxes and shipping costs," with specific exceptions, including "[m]edically prescribed items." Because the glasses exceeded the maximum allowable property value of $150.00, the Institution Complaint Examiner (ICE) inserted the value of $150.00 when calculating the depreciated value. Because Washington alleges to have purchased the glasses in 2016, and the useful life is two years, the value would be $0. However, the system does not provide a result lower than 10%, so Washington was reimbursed a depreciated value of $15.00. DOC points out that inmates are informed of the property rules and should not be allowed to increase the potential liability exposure of the State by breaking those rules. DOC notes that had the ICE used $4,045.00 as the value and useful life of two years, the result would still be $0 as the glasses were 8½ years old. DOC concedes Washington's glasses were shipped to the wrong address due to the negligence of DOC staff, but he has already been reimbursed pursuant to DOC policies and procedures.

The Board concludes there has been an insufficient showing that Washington was not adequately reimbursed by DOC, and this claim is not one the state should assume and pay based on equitable principles.

7. **Lorenzo Kyles** of Black River Falls, Wisconsin claims $10.00 for reimbursement of four scheduled Zoom calls which allegedly did not occur. Kyles alleges that he scheduled and paid for Zoom calls to take place on April 18, April 30, May 1, and May 2, 2025, using the kiosk at Jackson Correctional Institution. On the dates of the scheduled calls, Kyles alleges that his family was unable to connect due to the IC Solutions application malfunctioning. Kyles notes he requested a refund by filing a complaint via the Inmate Complaint Review System, which was ultimately dismissed. Kyles notes that DOC contracts with IC Solutions and is aware the application malfunctioning is a common issue. Kyles asserts he should not be required to pay for calls that did not occur because of a known issue. Kyles indicates he was charged $2.50 for each of the four calls. Kyles contends he is entitled to payment as he was never put on notice by DOC or IC Solutions that he would not be refunded when a scheduled Zoom call does not occur.

DOC recommends denial of this claim. DOC notes that it contracts with IC Solutions to provide video calls/visits and other computer-related services for inmates. DOC notes that the system was working properly on the respective dates and other inmates successfully completed scheduled calls. DOC indicates that IC Solutions has in the past given reimbursements when the system malfunctioned, but that is not the case here. DOC further contends that when a visit is scheduled, the scheduler is notified that refunds will not be issued for missed or terminated visits, or for internet connectivity issues during offsite visits. DOC provides Kyles' video visit log from April 18 through May 2, 2025. (DOC Response, Exhibit A.) DOC asserts that, notably, the call scheduled for April 18 at 6:00 p.m. was never attempted by Kyles. The log also shows that during the relevant time period, Kyles attempted multiple other calls. Calls to one specific individual were always successful, while calls to another individual were never successful. DOC believes this proves the system was functioning properly. DOC notes that of the four calls subject to this claim, one was not attempted by Kyles, and there is no evidence the other three were unsuccessful due to any fault or negligence of DOC.

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 which the state should assume and pay based on equitable principles.

8. **Demetrius Cooper** of Stanley, Wisconsin claims $82.70 for value of shoes and hair conditioner allegedly damaged by DOC staff. Cooper alleges that around August 28, 2025, he

transferred from Waupun Correctional Institution (WCI) to Stanley Correctional Institution (SCI). Upon transfer, his Nike Air Monarch IV shoes and hair conditioner were deemed contraband and seized by DOC staff at SCI. Cooper indicates that the shoes were purchased around May 2, 2023, and the hair conditioner was "recently purchased." Cooper notes that DOC deemed the items contraband because the shoes were damaged and the hair conditioner was open, though he asserts that was not the condition of the items when he left WCI. Cooper contends that his property must have been damaged by DOC during transfer or during a search for contraband because if the items were damaged while at WCI, the items would not have transferred with him. Cooper contends that DOC destroyed his property and he seeks reimbursement for the value of those items.

DOC recommends denial of this claim. DOC outlines the investigation conducted by the Institution Complaint Examiner (ICE) following Cooper's complaint via the Inmate Complaint Review System. The ICE determined that the shoes were damaged and therefore met the definition of contraband per DAI Policy 309.20.03. DOC provides photographs of the shoes, showing the shoes have holes worn in the heels and sides. (DOC Response, Exhibit B). Further, DOC notes that per DAI Policy 309.20.03, "[l]iquid and hygiene items may be transferred if both product and original factory container are clear/translucent allowing visual inspection." The ICE determined the hair conditioner had properly been deemed contraband because although the container was clear, the product was opaque. (*See* DOC Response, Exhibit C.) DOC asserts it was not negligent in this matter and followed applicable policies and procedures.

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 which the state should assume and pay based on equitable principles.

9. **Gerrad Kibbel** of Brandon, Wisconsin claims $199.00 for value of an Apple Watch that was allegedly broken while Kibbel was in work status for the Department of Corrections. Kibbel is employed by DOC and works at Waupun Correctional Institution. He alleges that on November 25, 2025, while processing inmate property, an inmate's radio tipped over and hit the corner of his Series 3 Apple Watch. Kibbel contends the screen cracked and broke. Kibbel initially believed $199.00 to be a fair reimbursement amount to allow him to purchase a comparable watch but has since come to an agreement with DOC for a lower amount.

DOC recommends this claim be paid in the reduced amount of $159.00, which purports to be the repair cost of the watch. DOC notes that pursuant to the 2025-2027 Wisconsin Compensation Plan, Section G – 2.00 Reimbursement of Damaged Personal Articles, reimbursement for a watch is limited to $75.00. DOC is agreeable to reimbursing Kibbel an amount greater than $75.00, but requires action by the Claims Board in order to do so. DOC provides communications showing the parties agree that Kibbel should be awarded payment in the amount of $159.00.

The Board concludes there has been an insufficient showing that Kibbel should be reimbursed beyond what is allowed by the 2025-2027 State of Wisconsin Compensation Plan and therefore denies the claim.

10. **Nicholas Bohn** of Green Bay, Wisconsin claims $1,200.00 for value of tablet and downloaded content (552 songs and 50 video games) allegedly discarded by DOC staff at Green Bay Correctional Institution. Bohn notes that he possessed a tablet with downloaded music and games. Around May 2024, DOC allegedly switched vendors and inmates were no longer able to access their purchased content. Subsequently, in February 2025, DOC notified inmates they would be allowed limited access to the "old" tablets and content, if still in their possession. Bohn indicates that a Correctional Officer required him to discard his tablet upon entering the dorm because inmates were allegedly using them as lighters for drugs. Bohn contends that he was forced to discard his tablet (and other property items) or leave the dorm. Bohn alleges that due to the CO's direction, he does not have his tablet or purchased content. Bohn contends that DOC should have a record that when inmates were allowed to reactivate the old accounts, his account was not reactivated because he did not have a tablet. Bohn seeks reimbursement for the amount he paid for music and games that he can no longer access.

DOC recommends denial of this claim. DOC contends that Bohn was not forced to discard his tablet. First, DOC asserts that Bohn possessed his tablet after the date he claims he was

required to discard it. DOC notes that in Bohn's initial complaint, filed via the Inmate Complaint Review System, he alleges the date of loss as February 26, 2026. (DOC Response, Exhibit A.) DOC contends this is the date inmates were notified they would have limited access to content on their "old" tablets. DOC asserts that Bohn's alleged date of loss is when he entered the dorm and was told to discard the tablet. Per DOC's bed assignment records, Bohn was in the dorm from January 6, 2025 to February 4, 2025. (DOC Response, Exhibit B.) Therefore, it is DOC's belief that Bohn alleges his tablet was discarded on January 6, 2025. DOC further notes that Bohn's property was searched when he entered the dorm, and Bohn was allowed to discard certain contraband items, but a tablet was not and would not have simply been discarded, and there was no rule prohibiting tablets. Further, DOC provides a property inventory conducted on August 22, 2025, showing that at that time, Bohn possessed two tablets. DOC notes that a tablet itself is not contraband and believes Bohn likely discarded it when he believed it could no longer be used. DOC asserts that Bohn's allegations do not support the facts and 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 which the state should assume and pay based on equitable principles.

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).:

David Janssen	$750.00	Wis. Stat. § 20.370(1)(ea)

That the following claims are denied:

Abdel-Rahman Murad
Zignego Company, Inc.
Jeff Hembrock
Fredrick Morris
George Washington III
Lorenzo Kyles
Demetris Cooper
Gerrad Kibbel
Nicholas Bohn

Dated at Madison, Wisconsin this 7th **day of May, 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

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