STATE OF WISCONSIN CLAIMS BOARD

On July 10, 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. Zignego Company, Inc.	Transportation	$224,984.82
2. Damien Wilson	Corrections	$10,000.00
3. Amy Anderson	Safety & Professional Services	$31,345.00

The following claims were decided without hearings:

4. Denzel Rivers	Corrections	$134.35
5. Shawn Boyd	Corrections	$2,089.75
6. Sean Kobin (1)	Corrections	$734.43
7. Sean Kobin (2)	Corrections	$154.27
8. Gawaine Edwards	Corrections	$5,062.27
9. AGY Logistics, Inc.	Transportation	$1,582.50

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

1. Zignego Company, Inc. of Pewaukee, Wisconsin claims $224,984.82 for damages related to 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. Zignego brings this claim on behalf of FT&M. FT&M is requesting compensation for extra work when the contract was extended 252 days (63%) more than the original contract, without additional compensation for the traffic control item. Zignego and FT&M assert this significant extension deviated materially from the original scope of work and entitles the contractor to extra work compensation. FT&M contends the work was performed in response to DOT's ordered shutdown, and that the contract contains provisions that allow it to recover. FT&M contends it performed significant extra work during the winter of 2024 and the first half of 2025 that was not included in the original bid. FT&M notes that on May 29, 2024, DOT issued an engineer-ordered suspension of work on the project because of plan grade discrepancies encountered in the field, which remained in place until lifted on June 27, 2024. FT&M was responsible for traffic control maintenance during the shutdown as all equipment was still in place (drums, barricades, crash cushions, arrow boards, etc.). On September 23, 2024, Contract Change Order (CCO) #45 was fully executed, changing the contract completion date to June 24, 2025. (Original completion date was November 1, 2024.) CCO #45 also included a winter shutdown period from November 15, 2024, through March 15, 2025. FT&M submitted a change order to Zignego on December 9, 2024, with elevated prices for various closure units. Multiple follow-up e-mails were sent with no response until December 20, 2024, when they were told to combine winter costs with anticipated costs for 2025.

FT&M alleges it set 24 lane closures and 106 ramp closures after the original completion date in November 2024, and an additional 38 lane closures and 104 ramp closures in December 2024. FT&M set the last closure of 2024 on December 19th. FT&M contends that hundreds of pieces of equipment were still in place after this closure was opened due to the traffic configuration. They remained through the winter. On January 16, 2025, FT&M sent a revised change order to Zignego for compensation for the winter work, remobilization/demobilization for upcoming work, and a daily charge for upcoming work for the remainder of the project. The change order used units they contend were fair to all parties as they were based on a daily unit of measure. Zignego submitted these costs to DOT on

February 19, 2025. DOT responded on March 17, 2025, requesting additional information on the justification of costs within the change order. On March 17, 2025, the first set of planned closures were set for 2025. The job resumed with daily/weekly closures from that date forward. Starting on March 17, 2025, and concluding on September 11, 2025, the contractor exchanged several iterations of serial letter 83 and separate e-mails with DOT regarding the request for suspension cost. DOT's final response indicated that the contractor may submit a 5-Day Written Statement. Zignego submitted the 5-Day Written Statement on November 3, 2025. On November 19, 2025, DOT responded with its final decision agreeing to the extra mobilization but denying the extra work compensation.

FT&M contends the issues have been raised according to procedures outlined in the contract to no avail. FT&M requests payment of $224,984.82:

- Traffic Control Daily Maintenance during Winter Shutdown 2024-2025
  $743.31/Day X 18 Days = $13,377.78

- Traffic Control Daily Labor 2025
  $1,793.28/Day X 118 Days = $211,607.04

DOT recommends this claim be denied. DOT refutes the claims and amounts because they are not owed under the contract documents and have been paid under a different section of the contract. DOT notes that the issue arises from an engineer-ordered suspension of contract work, a subsequent change in completion date, and consequences to the subcontractor's continued performance of original contract work. DOT asserts that the suspension of work was ordered on May 29, 2024. A partial resumption of work was ordered on June 11, 2024, and then a full resumption of work ordered on June 24, 2024. The shutdown involved only a portion of the project, according to DOT. DOT notes that FT&M performed maintenance and furnished traffic control devices during the shutdown and into the 2025 season. These items were bid items, with pricing established at bidding, and payable as measured per day in use, which was full compensation for the items.

DOT denied two categories of payment requested by FT&M because it contends these were paid as a specific bid item, therefore precluding it as being characterized as extra work. For the Traffic Control Daily Maintenance during Winter Shutdown 2024-2025, DOT disagrees that the work qualifies as "Extra Work" per 104.2.2.1 because work to furnish and maintain items is compensable under existing contract items. DOT further notes that FT&M is requesting additional compensation for extra work under bid item "643.5000 Traffic Control" to account for maintenance of traffic control devices due to an engineer-ordered suspension. DOT contends that the cost of maintenance for traffic control devices is already accounted for in the individual bid items for the devices and further, bid item "643.5000 Traffic Control" is not pertinent to the maintenance of devices. DOT points to standard specification 643.5.2 which states that payment for traffic control signs and devices is full compensation for furnishing and maintaining those signs and devices. DOT further cites standard specification 643.5.6 which states that the Traffic Control bid item is compensation for work not included in other section 643 contract bid items.

DOT contends it compensated Claimant where the claims comported with contractually obligated extra work. DOT maintains that the activities were not extra work within the meaning of the standard specification provisions and therefore are not compensable. DOT further contends that the specifications, special provisions, and engineer determine the issue. The engineer determines the interpretation of the specifications, payment, and disputes. Any one or all of these invest the engineer with final decision-making authority. Accordingly, the engineer determined which contract work activity (which in this case is maintenance) might be compensable as a consequence of the work suspension and change in completion date.

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

2. **Damien Wilson** of Madison, Wisconsin claims $10,000.00 for reimbursement of costs associated with a construction project. Claimant alleges he was unable to complete a deck project for a customer due to alleged miscommunications with DOC. Claimant notes he was on extended supervision due to a criminal conviction. He owned a construction business – Freedomgiant Construction LLC – and in mid-2024, he entered into a verbal agreement with Heather Stachel to construct a deck. Claimant contends that on June 12, 2024, he and his probation agent discussed a general prohibition on entering homes; Claimant contends this was not a denial to work on this project. Claimant notes that in September 2024, he received an alleged probation violation, resulting in a general restriction on self-employment. Claimant alleges that DOC recognized he had this pending project at Ms. Stachel's property and in November 2024, to avoid financial harm to him and Ms. Stachel, DOC made an exception for him to complete the project, with restrictions.

Claimant notes that his supervision was transferred from Jefferson County to Dane County in February 2025. At that time, Claimant alleges a conflict arose between the counties regarding reporting requirements. Claimant was taken into custody on February 28, 2025, for an alleged violation and remained in custody through March 10, 2025. While in custody, the Dane County Agent noted her interpretation that the Jefferson County Agent had previously required "permission from his agent each time." (See Wilson's Exhibit B-2.) Claimant contends he was not notified of a "permission each time" requirement prior to or while in custody. Claimant contends that the actual directive from the Jefferson County Agent, as documented in the November 8, 2024 text exchange, was to notify the Agent when going to the worksite to complete the previously approved project. Claimant contends he complied with the "notify" directive he was given.

Claimant asserts that Ms. Stachel paid a total of $10,000 to Freedomgiant Construction LLC for the deck project, in four installments. Claimant contends that because DOC has denied further work on this project that he was paid to complete, he has to reimburse Ms. Stachel. Claimant also contends that the $10,000 his business was paid has been spent on materials and labor. Claimant maintains he complied with all directives from his Agents and that the error was made by DOC. Claimant further notes that the property is being prepared for estate sale and the deck remains unfinished with materials exposed. Claimant contends this decreases the property value and increases Claimant's civil liability.

DOC recommends this claim be denied. DOC asserts that due to the nature of Claimant's criminal conviction, his rules of supervision prohibited him from having contact with anyone under the age of 18, without notification to and permission from his Agent, as well as permission for any change in employment. DOC contends that Ms. Stachel had minor children in her home. DOC maintains that Claimant should have known there was a substantial likelihood he would not be allowed to perform home improvements at her home. DOC further notes that this fact was discussed between Claimant and his Agent on June 12, 2024, prior to Claimant accepting the first payment. (See DOC's Final Response, Exhibit A.)

DOC disagrees that Claimant's alleged timeline shows any "agency miscommunication." Claimant was taken into custody for an alleged violation not directly related to the deck project. Upon release, new rules were imposed prohibiting self-employment, however, because this project was ongoing, he was allowed to complete it, with certain restrictions including notifying his Agent when he went there. DOC contends there is no evidence Claimant informed his Agent every time he went there. DOC notes that on February 21, 2025, Claimant's residence and supervision transferred to Dane County. On March 4, 2025, the Agent received information that Claimant was at Ms. Stachel's residence when the children were there. The Agent confirmed through GPS that he had been there on February 26, 2025, as well as on other dates. This was a direct violation of his supervision rules. (DOC's Final Response, Exhibits A and D.)

A case note dated March 4, 2025, indicates that Claimant was informed that Dane County does not allow residential work. DOC asserts that, importantly, the note does not state that Claimant informed his Agent of an ongoing deck project, or that he had previously been given permission to complete it. (DOC's Final Response, Exhibit A.) DOC maintains that if Claimant was still working on the deck, he would have raised the issue and it would be reflected in the case notes, as evidenced in other notes where Claimant raised concerns when he had them. On March 12, 2025, Claimant was again given new supervision rules. DOC specifically points to two rules: Rule SP003 states that he cannot work on private property without prior agent approval, and Rule SP005 states that he is to have no contact with Ms. Stachel, nor is he to be on her property or the property next door without prior Agent approval. (DOC's Final

Response, Exhibit B.) DOC contends that Claimant provided no indication of needing to work on the deck, until July 15, 2025, when he requests contact with Ms. Stachel, with a chaperone, and mentions wanting to finish a deck. DOC notes that Claimant was advised that the request had been “staffed” and determined it was too risky due to the previous unauthorized contact with children and general disregard of the rules.

DOC maintains that Claimant knew there could be issues working at Ms. Stachel’s home, and he disregarded that when he entered into an agreement to complete the work and accepted $10,000. DOC further contends that per DATCP’s home improvement regulations, Claimant is prohibited from spending the $10,000 he received from the homeowner on anything other than the project. If the project is incomplete, DOC contends Claimant should still have funds to reimburse Ms. Stachel. DOC further points to what it believes are inadequacies in Claimant’s documentation, including the lack of a formal contract with Ms. Stachel. If DOC were to reimburse Claimant or Ms. Stachel, he would be unjustly enriched by keeping payment for work he did not do. Lastly, DOC provides an unsworn declaration from the personal representative of the Estate of Darrell Roddick, dated June 24, 2026, indicating that the house has been sold, as is, and that the Estate will not pursue any claim against Claimant or Ms. Stachel related to the deck.

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.

3. Amy Anderson of Edgerton, Wisconsin submitted a claim of $31,345.00 for reimbursement of medical expenses and fees associated with submissions to the Medical Examining Board (MEB). Claimant alleges that DSPS/MEB refused to investigate, act upon, or refer for disciplinary review a series of complaints against Dr. Richard Parfitt. Claimant contends that her complaints began in June 2021, and all included evidence of violations of statutes and administrative rules. Claimant asserts that each complaint was closed without meaningful investigation. Complaint contends that DSPS/MEB refused to interview her, allow for new evidence, or any appeal.

Claimant outlines one specific complaint submitted on January 7, 2025, alleging acts of gross negligence and reckless endangerment. The complaint included an alleged administration of a medication to which Claimant contends to have a documented allergy. Claimant alleges to have been injected with the allergen without her knowledge or consent, constituting a violation of informed consent. Further, during surgical sedation, Claimant contends to have experienced prolonged low oxygen saturation levels (hypoxia), contrary to patient safety guidelines. Claimant contends that despite repeated and dangerous hypoxic episodes, no medical intervention was provided. In addition, Claimant also noted she was administered respiratory-depressing drugs while in respiratory distress, and that she was unmonitored for 38 minutes during a critical state. Claimant contends that despite the allegations presented, she was notified by DSPS via e-mail on March 20, 2025, that her complaint was closed on March 19, 2025, with no investigation, referral, and a finding of no violations. Claimant contends this lack of action is a profound failure of oversight and reflects a dangerous level of regulatory incompetence. The complaint submitted to DSPS on January 7, 2025, was one of many complaints Claimant submitted, and Claimant contends that each complaint was closed without meaningful investigation. Claimant contends that DSPS/MEB is required to investigate allegations of professional misconduct, including violations of informed consent, and have an obligation to act. Claimant contends this duty should not have been delegated to a screening panel when direct and substantiated violations of statutory and professional standards were raised.

Claimant seeks reimbursement of $31,345.00 for losses Claimant alleges were incurred due to DSPS/MEB’s alleged refusal to carry out its oversight and enforcement duties. The summary of financial losses includes a surgical refund, witness fees, medical consultation fees, and copies of certified medical records.

DSPS/MEB recommends denial of this claim. The MEB has authority, pursuant to Wis. Stat. § 448.02(3), to investigate allegations of unprofessional conduct and negligence in treatment by physicians licensed in Wisconsin. Pursuant to Wis. Stat. § 440.03(3m) and (5), DSPS may investigate complaints of negligence made against a physician’s license. The MEB notes it receives approximately 600 complaints against physicians each year. To identify complaints that merit further investigation and possible action, MEB convenes a monthly panel to screen complaints and related materials. Materials generally consist of the physician's response to the complaint and related medical records. The screening panel is comprised of two to three members of the MEB and a DSPS staff attorney. If the panel determines that a case warrants further investigation, it will direct such action. If the panel determines there is no unprofessional conduct or negligence, or otherwise decides the case does not warrant further investigation or action, the panel directs the closing of the complaint and DSPS notifies both the complainant and physician. If MEB determines a complaint warrants further investigation and subsequently finds that a physician engaged in unprofessional conduct or was negligent in the care rendered, MEB may warn or reprimand the physician, or limit, suspend, or revoke that physician's license. Wis. Stat. § 448.02(3)(c). MEB does not have authority to assess monetary damages or to direct refunds for medical services rendered. MEB only has the authority to act against licenses and licensees.

DSPS/MEB notes that Claimant submitted a complaint against Dr. Parfitt on June 25, 2021, related to a consultation and treatment provided from August 2020 through March 2021. DSPS requested a response from Dr. Parfitt and copies of Claimant's medical records. The materials were provided to the MEB screening panel, which convened on August 17, 2021. After reviewing and discussing the materials, the panel concluded it did not warrant further investigation and directed closure of the complaint.

DSPS/MEB notes that Claimant submitted another complaint against Dr. Parfitt on December 19, 2024, which included some new allegations not previously reviewed by the screening panel in 2021. The screening panel again requested a response from Dr. Parfitt and Claimant's related medical records. The screening panel convened on March 18, 2025, and considered the materials. The screening panel concluded it did not warrant further investigation and directed closure of the complaint. DSPS/MEB contends the Claims Board is not an appropriate venue for Claimant to appeal or seek review of adverse screening decisions made by the MEB, which were made pursuant to its legal authority.

DSPS/MEB also takes issue with Claimant's summary of financial losses and disagrees that any of the listed losses could be attributed to DSPS/MEB. DSPS/MEB states that even if an unreturned surgical refund was a legitimate financial loss, it was for a surgery that occurred well in advance of any State involvement and cannot be attributed to the State or its agent. DSPS/MEB states that the other remaining losses noted in the summary appear to be the result of a civil lawsuit against Dr. Parfitt and the Injured Patients and Families Compensation Fund. In response, Claimant asserts that if the agencies had properly investigated and enforced standards, Dr. Parfitt would have been held accountable to his refund policy and his agreement to issue a full refund. Claimant further argues that she was forced to hire an independent expert to review her case and prepare a letter and affidavit. Claimant contends that the agencies' negligence directly caused $30,765.00 in documented financial losses. Claimant also increases her request "for the full $250,000 to remedy the compounded losses and injuries resulting from DSPS and MEB's" conduct.

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. **Denzel Rivers** of Waupun, Wisconsin claims $134.35 for the value of various property items allegedly damaged or lost by DOC staff. Claimant contends that on August 13, 2025, he was housed in a single cell at Waupun Correctional Institution. He contends that the following property items were in his cell: TV ($195.95), alarm clock ($21.95), TV antenna ($11.95), lotion ($8.95), body wash ($13.25), talc ($1.15), olive oil ($9.55), and shower shoes ($34.60). Claimant contends that staff entered his cell on August 13, 2025, to move him to the restrictive housing unit. He further contends that staff were wearing body cameras, so the inside of his cell would have been captured on video and could confirm possession of these items. Claimant notes that on August 25, 2025, he received a property inventory, which either did not include the above items or noted damage. Claimant notes that he submitted a complaint via the Inmate Complaint

Review System (ICRS) wherein he was awarded a depreciated value of $163.00 for the TV. (ICRS complaint number WCI-2025-12579.) Claimant maintains he is still owed $32.95 for the TV. He was denied any award for the alarm clock or antenna. Claimant filed another ICRS complaint (WCI-2025-12860) related to the hygiene items and shower shoes, which was ultimately denied. Claimant contends that staff conducted poor investigations into the status of his property and would have been able to see what was in his cell on the August 13th body camera footage. Claimant maintains his property was damaged or lost while under staff control.

DOC recommends this claim be denied. First, DOC confirms that Claimant was awarded $163.00 for his TV, which was noted to be working when packed on August 13th but was found to be damaged when turned on by the property department during inventory. DOC notes the TV had a spider-webbed cracked picture which could only be seen when it was turned on. The $163.00 award was the depreciated value of the TV. DOC indicates that Claimant was not awarded anything for the alarm clock or antenna as these items were deemed contraband and subsequently confiscated. The alarm clock base was broken off or removed (*see* DOC Response, Exhibit A) and the antenna was broken (*see* DOC Response, Exhibit B). With regard to Claimant's second ICRS complaint (hygiene items and shower shoes), the Institution Complaint Examiner (ICE) found there was no evidence that Claimant possessed these items on August 13th. Although Claimant provides purchase receipts for these items, there is no evidence they had not been consumed or otherwise disposed of by August 13th. DOC disputes Claimant's assertion that the ICE would be able to confirm possession via the body camera footage. DOC provided a screenshot from the body camera as well as the footage. DOC contends it does not clearly show inside Claimant's cell and it does not show the TV, alarm clock, antenna, hygiene items, or shower shoes.

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.

5. **Shawn Boyd** of Fox Lake, Wisconsin claims $2,089.75 for the value of a tablet allegedly confiscated by staff at Green Bay Correctional Institution (GBCI). Claimant notes that on August 15, 2025, he was "fishing" his tablet back from another inmate. According to DOC, "fishing" is a term used for a method of passing items between cells and is a prohibited practice. Correctional Officer (CO) Granger allegedly came around the back of the tier and stepped on the "line." The tablet was turned on at the time; CO Granger confirmed it belonged to Claimant and walked away. Claimant notes he was served with a related conduct report shortly thereafter by Captain Hert for unauthorized transfer of property. Claimant alleges Captain Hert said she would retrieve Claimant's tablet but never returned. Claimant contends he contacted multiple staff (COs, property, unit manager, security, etc.) to no avail. Claimant contends Captain Hert heard the conduct report and advised Claimant to written to her about retrieving the tablet. Claimant maintains he was never told the tablet was deemed contraband. After transferring to Fox Lake Correctional Institution (FLCI), Claimant filed a complaint via the Inmate Complaint Review System (ICRS) regarding his missing tablet and informing DOC that it did not transfer with him from GBCI to FLCI. Claimant reports that when his property was packed, he was informed staff would retrieve his tablet from the security office and pack it with his other property. The complaint was ultimately rejected as untimely. Claimant contends that after transfer, his tablet charger and keyboard were confiscated due to the absence of the tablet. Claimant contends that if his tablet was considered rejected property or deemed contraband, he was never given an option of disposing it, having it sent out of the institution, or donating it. Claimant alleges that a friend contacted GBCI on his behalf to inquire about the tablet, and that individual was allegedly informed the tablet had been destroyed because it was tampered with/open. Claimant contends this information was not noted in the conduct report, and it is not accurate. Claimant maintains his tablet was confiscated because he was fishing it and it should have been returned. Claimant further notes that ATG tablets can no longer be purchased, and the tablet contained information he won't be able to get back. He seeks reimbursement for the cost of the tablet, cover, keyboard, and charger.

DOC recommends this claim be denied. DOC asserts that on August 15, 2025, Claimant's tablet was confiscated after he was caught "fishing" it. CO Granger attempted to step down on the "line" to intercept the tablet but, because it was being pulled quickly, her foot made contact with the tablet. CO Granger noted that the screen was cracked, though it is unknown if it was cracked before or after this incident. DOC contends that CO Granger filed a conduct report and prepared a contraband property tag. (DOC Exhibits A, B, D.) DOC contends the tablet was initially confiscated because it was used in the conduct violation and it was further deemed contraband because of the cracked screen. DOC contends the conduct report hearing was held and the case was concluded on August 18, 2025. DOC asserts that upon completion, Claimant was provided related paperwork and he signed it. DOC notes that contraband is held for at least 30 days in the event the inmate files an ICRS complaint challenging the contraband designation. DOC contends that Claimant's ICRS complaint was untimely as it was filed more than 14 days after the incident. (The contraband finding was August 18, 2025, and the ICRS complaint was received on September 16, 2025.) DOC notes that an appeal of the rejection was never received. According to the updated conduct report, the tablet was destroyed on November 10, 2025. (DOC Exhibit D.) Lastly, DOC notes that even if the ICRS complaint was timely, the tablet would not have been returned because it was damaged. Inmates are not allowed to possess damaged property.

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.

6. **Sean Kobin** of Oshkosh, Wisconsin claims $734.43 for reimbursement of restitution funds deducted from Claimant's account. Claimant notes he was convicted of 1st degree reckless injury in February 2008 and ordered to pay restitution in the amount of $140,526.72. (Milwaukee County Case No. 05-CF-6187.) Claimant alleges that in August 2008, DOC added "court ordered obligations," of $20.00, and entered the total amount owed in its system as $140,546.72. Claimant contends he began making payments on May 16, 2011, with a payment of $8.46, and that he made regular payments between then and October 20, 2016. He notes that the last payment he made was for $14.00, which left a balance of $139,743.67. Claimant contends that in November 2016, his balance changed to $140,458.10, an increase of $714.43. Claimant notes that around this time, DOC was transitioning to a new accounting system and inmates were advised not to write to the business office during the transition. Claimant further indicates that in March 2017, his balance dropped to $140,145.84, despite not making any payments. Claimant was housed at Columbia Correctional Institution at the time. He was later transferred to Oshkosh Correctional Institution, where he is currently housed. Claimant notes he wrote to the business office in March and April of 2025, and was told to be patient. On April 11, 2025, Claimant alleges he was informed that his accounts were reviewed and he was provided with reports and asked to write back with any questions. After responding and more waiting, Claimant met with business office staff. He alleges staff expressed confusion over his account and claimed his money was allocated to other obligations, though he indicates he had no other obligations. Claimant contends that for five years he made payments and DOC sent out the payments. Claimant notes he filed a complaint via the Inmate Complaint Review System (ICRS) in May 2025. At that time, his balance was $140,145.84. On July 23, 2025, the complaint was rejected as untimely, in that it was filed eight years too late. Claimant indicates that in July 2025, his balance increased back to $140,458.10, where it remained at the time of Claimant's initial claim submission. Claimant contends that DOC entered his restitution in an amount greater than what was ordered by the court. He alleges to have spent years paying toward the obligation, only to have DOC add over $700 to the balance owed. Kobin contends that DOC misappropriated $714.43 and overcharged him $20.00.

DOC recommends this claim be denied. First, DOC contends this claim should be denied because Claimant did not properly exhaust his administrative remedies by filing a timely ICRS complaint. DOC notes that court obligations are determined by courts, not DOC, regardless of what is entered into DOC's accounting system. DOC indicates that when an institution withholds funds, as it is required to do by law, those funds are forwarded to the Division of Community Corrections (DCC) and then to the respective courts. The clerk of each court keeps track of how much is owed. The accounting kept by the institution is for the purpose of knowing whether they need to withhold funds – it does not determine or change what is owed. DOC notes that prior to November 2016, the institutions used a computer program called Wisconsin Inmate Trust System (WITS) to determine whether to withhold funds from an inmate trust account. In November 2016, they switched to Wisconsin Integrated Corrections System (WICS). In WITS, the institution did not enter each individual case into the system. The important thing was whether the inmate owed court obligations requiring income withholding. The withholding is determined as a percentage of income, not the total amount owed. DOC notes that withheld funds were forwarded by the institution to DCC for distribution to the courts. DCC used WICS all along, which indicated the actual amounts owed to each court and allocated funds as necessary.

DOC contends that when the institution switched from WITS to WICS, the balance shown on any individual account likely changed. This does not mean the inmate lost any funds, but rather they could now see exactly where their funds had been applied. DOC points to Claimant's allegation that his restitution balance changed. Only the court can determine the balance owed. DOC notes that when Claimant's restitution was initially entered into WITS, the amount entered was in fact $20.00 higher than the restitution ordered. It could be that the individual who entered the information included the $20.00 court costs, however, DOC contends the issue was corrected when the transition to WICS occurred. His restitution in that case (05-CF-6187) was decreased by $20.00 and his court costs were increased by $20.00. With regard to Claimant's allegation that the restitution balance increased in November 2016, DOC points to his final WITS statement from October 29, 2016 (printed August 16, 2017 – page 44 of Claimant's initial claim submission – the balance was $139,743.67. His first WICS statement (page 42 of Claimant's initial claim submission) showed a balance of $140,458.10; a difference of $714.43. Again, DOC contends that the reason for this difference is that WITS did not provide an accurate accounting of where the funds were applied, while WICS did. DOC maintains that Claimant was credited with every penny withheld from his trust account. While WITS accurately reflected the amount withheld, it did not accurately reflect where it was applied. He now has, and has had for over 9 years, a WICS account that will show him where his funds have been applied. DOC again requests this claim be denied because claimant failed to exhaust his administrative remedies and he has not been deprived of any funds.

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.

7. **Sean Kobin** of Oshkosh, Wisconsin claims $154.27 for the value of a radio allegedly damaged while in the possession of DOC staff. Claimant notes he purchased a radio on August 27, 2013, while incarcerated at Columbia Correctional Institution. On December 30, 2020, Claimant was transferred to OSCI, where he currently resides. His radio transferred with him. On February 20, 2025, Claimant was placed in Temporary Lock Up (TLU) status in the segregation unit. Claimant contends his radio was in working order when he went to TLU on February 20th. Upon release from TLU, Claimant reviewed the property inventory form completed by staff who packed and inventoried his property, wherein it is noted at the bottom of the form, "all electronics are working," and included the radio's serial number. (See Property Inventory signed on February 20, 2025.) Claimant alleges he was housed in a cell with limited outlets at that time, so he kept the radio packed in a box and placed it on top of his locker where it would remain undisturbed. On April 18, 2025, Claimant was moved to a different building where more outlets were available. Claimant contends that on April 20, 2025, he tried to turn on his radio but it did not power on properly. It eventually turned on but buttons were not functioning properly, specifically the volume control. Claimant contends the radio was working properly before he went to TLU. Claimant filed a complaint via the Inmate Complaint Review System (ICRS), which was ultimately dismissed. Claimant notes that physically the radio does not appear damaged but functionally it only plays a soft, un-adjustable sound. Claimant further notes that per DOC policy, headphones are to be worn at all times when using electronics, however, the headphone jack does not work. Claimant contends that repairing the internal components of the radio would likely exceed the cost of the radio so it is a "total loss." Claimant maintains the radio was under staff control for nearly two months and the damage could only have occurred during that time. Claimant contends the radio was likely inadvertently damaged at some point during the pack-up process or during continual transfer from multiple locations, in a manner undetectable by physical examination. Claimant seeks reimbursement for the purchase price of the radio.

DOC recommends denial of this claim. DOC contends that Claimant provides no evidence that DOC employees damaged his radio. DOC points to Claimant's indication that he did not immediately use the radio when released from TLU. The radio was in Claimant's possession from April 9th to April 20th. DOC contends the radio could have been damaged during that time, while under Claimant's control. DOC maintains the radio would not still look new if staff mistreated it. DOC further points to the fact that the radio was packed up in its original box and styrofoam, which DOC contends shows that staff went above and beyond to handle it with care. As noted by the Institution Complaint Examiner, the radio could have simply stopped working due to its age. DOC further notes that had Claimant prevailed on his ICRS complaint, he would not have been awarded any funds; the radio was purchased in 2013 and DOC depreciates radios by assigning a five-year life span. DOC maintains there is no evidence of negligence or mistreatment of the radio by DOC staff.

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. **Gawaine Edwards** of New Lisbon, Wisconsin claims $5,062.27 for the value of canteen items allegedly not received by Claimant. Claimant asserts that he received a conduct report for alleged theft of canteen, due to extra items being in his canteen bag on September 9, 2025. Claimant contends the items were never in his possession and he did not open the bag. Claimant maintains it was never his practice to search his canteen bag upon receipt. Claimant indicates he was initially given a disposition with restitution in the amount of $36.67 for the extra items contained in the bag. Claimant notes he requested a refund of $62.27 for the items he ordered but never received because the entire bag was confiscated, but the request was denied. Claimant indicates the conduct report disposition was eventually modified to remove restitution, at which point he contends he should have been refunded $62.27. Claimant filed a complaint via the Inmate Complaint Review System (ICRS) regarding this matter, which was denied. Claimant contends he should be reimbursed for the items he paid for but did not receive. Claimant further contends this incident was not a crime – no criminal proceeding. He received an internal disciplinary finding, however, he alleges he is now labeled as a criminal and a thief within the institution and is unable to secure certain jobs. Claimant's initial complaint sought $5,062.27, which included $5,000 for defamation.

DOC recommends this claim be denied. DOC notes that Claimant filed this claim with the Board prior to completion of the ICRS process. Upon completion of that process, Claimant was awarded $54.04. The lower amount was due to Claimant already being reimbursed $8.23 for canteen items that were out of stock at the time of purchase. DOC provides copies of Claimant's account statements showing the September 4th purchase (DOC Ex. B), the $8.23 refund on September 5th (DOC Ex. B), and the "post ICE advance" payment of $54.04 (DOC Ex. C). DOC contends Claimant has been reimbursed for the canteen items he did not receive and should not be awarded any additional payment. DOC further contends that DOC should not be fined $5,000 for properly following its disciplinary policies and procedures

The Board concludes there has been an insufficient showing of a violation on the part of the state, its officers, agents, or employees and this claim does not involve the causal negligence of any officer, agent or employee of the state. The Board further concludes that 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. **AGY Logistics, Inc.** of Chesterton, Indiana claims $1,582.50 for reimbursement of a towing fee incurred on March 15, 2026. Claimant asserts it was traveling on I-94 in a commercial truck and trailer, near the Town of Northfield in Jackson County. Traffic was stopped for an extended time due to severe winter weather and road conditions. Claimant alleges the road had not been cleared for approximately 7-8 hours, and no snowplow activity was observed by Claimant. Claimant contends that multiple vehicles, including Claimant's, became immobilized due to accumulated snow and unsafe road conditions. Claimant notes that DOT (State Patrol) responded to the scene and required that Claimant's vehicle be towed. Claimant was charged $1,582.50 by the towing company. Claimant notes that the tow was not requested but was "mandated" by DOT. Claimant contends that I-94 is a state-maintained highway under the responsibility of DOT. Claimant further contends that DOT failed to reasonably maintain the roadway; the prolonged lack of snow removal and failure to address hazardous road conditions created an unsafe environment for motorists.

DOT recommends this claim be denied. DOT asserts that the county highway department is responsible for roadway maintenance, including snow removal. DOT contends that on March 15, 2026, it sent out a warning to potential drivers that travel was not advised across the majority of the state due to blizzard conditions. DOT indicates that at approximately 6:30 a.m., State Patrol received the first report of commercial motor vehicles blocking westbound traffic on I-94 near milepost 95. Due to conditions, responders (law enforcement, plow trucks, and tow trucks) were also getting stuck while trying to assist. Once responders were able to clear the first commercial vehicle, they used a grader and plow to remove snow. Those in the backup that could move continued traveling westbound and those that were stuck were towed to where they could then drive away on their own. Each vehicle that was removed allowed for the next vehicle to be removed and so on. DOT asserts that not all vehicles in the backup needed to be towed; many were able to drive away on their own. DOT asserts there was not time to allow vehicles to make their own tow arrangements during this incident. DOT maintains that responders did the best they could given the conditions. DOT contends that Claimant assumed the risk associated with traveling in extreme weather conditions that day.

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 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).:

None

That the following claims are denied:

Zignego Company, Inc.
Damien Wilson
Amy Anderson
Denzel Rivers
Shawn Boyd
Sean Kobin (1)
Sean Kobin (2)
Gawaine Edwards
AGY Logistics, Inc.

Dated at Madison, Wisconsin this 29th **day of July, 2026.**

Signed by:
Lara Sutherlin
04591EE675FC4D2...
Lara Sutherlin, Board Chair
Wisconsin Dept. of Justice

Signed by:
Jennifer Vandermeuse
5AFF406F8DDF41B...
Jennifer Vandermeuse, Board Secretary
Wisconsin Dept. of Administration

Signed by:
Alex Dallman
542EC46E5D0B459...
Alex Dallman
Assembly Finance Committee