STATE OF WISCONSIN CLAIMS BOARD

The State Claims Board conducted hearings in the State Capitol, Grand Army of the Republic Memorial Hall, Madison, Wisconsin, on October 3, 2002, upon the following claims:

Claimant	Agency	Amount
1. Donald W. Smith	Employee Trust Funds/Justice	$31,214.08
2. John Komassa	Natural Resources	$5,368.73
3. Lynn Kirschbaum	Natural Resources	$14,370.00
4. Meer Electric, Inc.	Administration	$8,713.95

In addition, the following claims were considered and decided without hearings:

Claimant	Agency	Amount
5. Michael Barnhardt	Revenue	$3,590.21
6. Cabinet Country, Ltd.	Revenue	$31.00
7. Don Charles Dietz	Revenue	$398.36
8. HGM Architecture, Inc.	Revenue	$3,608.58
9. Mary E. Redlinger	Revenue	$584.01
10. Carolyn Carty	Corrections	$5,122.99
11. Jason F. Marshall	Corrections	$5,000.00
12. Alphoncy Dangerfield	Corrections	$1,126.44
13. Myron Edwards	Corrections	$853.20
14. Berrell Freeman	Corrections	$45.80
15. Dennis Gonzalez	Corrections	$15.75
16. Dennis Gonzalez	Corrections	$19.69
17. Dennis Gonzalez	Corrections	$78.22
18. Dennis Gonzalez	Corrections	$214.00
19. Dennis Gonzalez	Corrections	$224.00
20. Mt. Sterling Cheese Coop.	Agriculture, Trade & Consumer Protection	$6,590.48
21. Eugene L. Schupbach	Military Affairs	$79.13
22. Donald Wollheim	University of Wisconsin	$157,947.30
23. Lyndon Weberg	Employee Trust Funds	$548.75
24. Terri L. Nielson	Administration	$10,842.00

The Board Finds:

1. **Donald W. Smith** of Madison, Wisconsin claims $31,214.08 for the value of sick leave credits for which he was not eligible due to his retirement date. The claimant served as an assistant attorney general for 26 years. He retired in August 1996 because of health problems. He states that he tried to put off his retirement as long as possible because he knew that the legislature was considering an increase in the amount of sick leave credits that could be converted to pay health insurance premiums after retirement. However, negotiations for the new contract, which would include the increased sick leave credit provision, went far beyond the contract expiration date of June 1995. The claimant states that he was an active member of the Wisconsin State Attorneys Association (WSAA) when the contract expired. In light of his many years of service to the state, the claimant asks that he be awarded the value of the extra sick leave credits.

DETF does not believe it is appropriate to advise the Claims Board on the payment of this claim, since the board does not have the authority to make any payment from DETF funds. This claim relates to the sick leave accrual provisions in the 1997-1999 contract with the WSAA. The

contract took effect on December 29, 1997, but provided for retroactive application to July 6, 1997. The claimant, however, retired eleven months prior to the retroactive date. DETF states that the claimant has no legal grounds for relief but appears to be basing his request on his years of service to the state.

DOJ states that, although it sympathizes with the claimant's health concerns and appreciates his many years of service, it cannot recommend payment of this claim. Based on the provisions of the contract, which only provided retroactive benefits to July 1997, DOJ correctly calculated the claimant's accrued sick leave at the time of his retirement.

At the request of DETF, DER concurs with DETF's analysis of the claimant's ineligibility for increased sick leave earnings. DER believes that the negotiated contract with WSAA did not permit retroactive benefits to the claimant and that the claim does not have merit based on the claimant's retirement date.

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. *(Member Shibilski dissenting. Member Lee not participating.)*

2. **John Komassa** of Mt. Horeb, Wisconsin claims $5,368.73 for attorney fees related to his employment at the Nevin State Fish Hatchery. The claimant states that his duties at the hatchery include keeping the premises free from all animals because they can spread disease to the hatchery's fish or fish eggs. On November 19, 2001, the claimant noticed a stray cat in the fish hatchery building. The claimant states that the cat was unkempt, did not have tags and appeared to be feral. The claimant states that he was bitten in his initial attempt to catch the cat. The bite punctured the skin on the claimant's hand, despite the fact that he had put on heavy work gloves. The claimant states that he realized that he would be at risk for rabies and that the cat would have to be caught and killed in order for it to be tested. Unable to capture the animal alive, the claimant struck the cat with a metal object, which resulted in its death. The Dane County District Attorney subsequently charged him with mistreatment of an animal. The claimant contacted the DNR to obtain legal representation but was informed that, because he was charged with a crime, the state could not provide representation. The claimant obtained his own attorney at a cost of $5,338.39 to defend himself against the charges, which were eventually dismissed. The claimant believes that he was performing his duties and that his actions were appropriate to the situation and requests reimbursement for his attorney's fees.

DNR recommends payment of this claim. The claimant had been instructed by his supervisor to take whatever measures necessary to keep the hatchery disease-free and to keep all animals out of the premises. At other hatcheries, disease outbreaks have required destruction of fish causing monetary losses of tens of thousands of dollars. The claimant contacted the Fitchburg Police Department for assistance in getting the animal tested for rabies. The Fitchburg Police referred the claimant to the Dane County Humane Society. It was the Human Society that pressed the Dane County Sheriff's Department and the District Attorney to file against the claimant. DNR was not able to provide the claimant with representation because he was charged with a crime and the claimant had to borrow money to pay for an attorney. The DA's office dismissed the charges against the claimant without comment on March 22, 2002. DNR points to the fact that until this time the claimant was the subject of a mean spirited hate-mail campaign and that his case was the subject of much media attention, including newspaper articles and radio talk shows. Throughout this incident, DNR believes that the claimant behaved professionally and, to his credit, declined to take part in the heated public debate surrounding his case. DNR feels that the claimant did not deserve to be prosecuted for simply trying to do his job and that he should not have to bear the cost of defending himself for an act that was not criminal and which was in the best interest of the state.

The Board concludes that a reasonable attorney's fee is $200 per hour and therefore the claim should be paid in the reduced amount of $4530.00 based on equitable principles. The Board further

concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Natural Resources appropriation s. 20.370 (4)(mu), Stats.

3. **Lynn Kirschbaum** of Glen Haven, Wisconsin claims $14,370.00 for crop damage caused by deer. The claimant states that his property adjoins property where the landowners do not allow sufficient hunting to adequately control the deer population. The claimant alleges that deer from these neighboring properties have been causing significant damage to his corn crop for many years. The claimant states that from 1995 through 2000, he did participate in the Wildlife Damage Abatement and Claim Program (WDACP). He alleges that the program only paid for a portion of his damages and that it took too long to get the money. He also states that he had problems with the hunters that he was forced to allow onto his land under the program and that the hunters would only shoot bucks, not does, which did not sufficiently impact the deer population. Because of his dissatisfaction with the WDACP, he decided not to participate in the program in 2001. He alleges that he made numerous requests to DNR for assistance but that they were unwilling to cooperate because he had not signed up for the WDACP.

DNR recommends denial of this claim. DNR does not dispute that deer have caused damage to the claimant's crops. However, DNR states that it is not responsible for the individual acts of wild animals and points to the fact that there is no right under common law to compensation for deer damage. DNR points to the fact that there was previous statutory authority for payment for certain damages done by deer, however, that statutory program was repealed in 1980. DNR states that this statutory authority was replaced by the WDACP, which is a voluntary program administered by the counties. The DNR points to the fact that the claimant has participated in this program in the past and has received substantial payments for his damages under the program. DNR states that the claimant has also been issued permits to shoot deer causing damage to his property. DNR states that the claimant decided not to participate in the WDACP in 2001; he apparently decided to deal with the problem by leasing hunting rights on his property. DNR believes that the claimant was apparently not satisfied with the results of this attempt and is now trying to collect payment, despite the fact that he has not filed the statutorily required notice under the WDACP. DNR also suggests to the board that there would be large numbers of potential claimants in similar situations as Mr. Kirschbaum. Finally, DNR points to the fact that the Claims Board has denied numerous similar claims in the past. DNR does not believe that this claim is different from those that were previously denied and believes that there is no equitable reason to pay his 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.

4. **Meer Electric, Inc.,** of Richfield, Wisconsin claims $8,713.95 for damages allegedly relating to a contract for classroom renovations at UW-Milwaukee. The claimants did not include the cost of concrete cutting and patching in their bid for this project. The claimants allege that they told Mitch Hyra from the Division of Facilities Development (DFD) that their bid price did not include the cutting and patching costs. The claimants state that when they received the contract for signature, there was no indication in the contract that the cost of concrete cutting and patching was not included. The claimants state that, on the advice of their attorney, they typed additional language on the contract indicating that this work was not included. The claimants allege that when they returned the amended contract to DFD, the state signed the contract without comment. The claimants believe that this indicates that the state accepted the additional language. The claimants state that, after the project was started, the state told them that they had to perform the concrete cutting and patching work or lose the contract. The claimants hired the general contractor to perform the work. The claimants have tried to receive additional payment for this work from DFD but their requests have been denied.

DOA recommends denial of this claim. DFD points to the fact that the claimants admit that they omitted the concrete cutting and patching work in their bid. DFD alleges that the claimants added unsolicited language to the contract, which altered the provisions of the contract, without calling the change to the state's attention. DFD states that the alteration was not apparent and was not discovered until after the state had signed the contract. DFD states that, when it discovered the modification in the contract, it immediately contacted the claimants. DFD claims that it informed the claimants that the state could treat the situation as a bid error or the claimants would need to perform the work without alteration to the original bid price. The contractor chose to do the work at the bid price but would now like to be reimbursed. DFD believes that it cannot condone the claimants' behavior and therefore requests that the Claims Board support DFD's previous denials of this claim.

The Board concludes the claim should be paid in the reduced amount of $5,000.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Administration appropriation s. 20.866 (2)(z), Stats. *(Member Rothschild not participating.)*

5. **Michael Barnhardt** of Waukesha, Wisconsin claims $3,590.21 for return of money garnished from his wages to satisfy estimated income tax assessments for the years 1983-1986 and 1988-1989. The claimant states that he owed no taxes for those years and would have received refunds in the amount of $415 if he had filed his tax returns. He realizes that he should have filed and is not requesting payment of the refunds but feels that the $3,590.21 garnished from his wages is an excessive penalty to pay, especially considering the fact that the state was offering an amnesty program at the time it was garnishing his wages. The claimant states that he never intended to defraud the state. He further claims that it was very difficult for him to resolve this dispute with DOR because he was traveling out of state on business and DOR has no 1-800 telephone number. The claimant believes that the amount garnished by DOR was excessive considering the fact that he owed no taxes for the years in question and he requests return of that money.

DOR recommends denial of this claim. DOR records indicate that department sent the claimant a request to file the income tax returns in July 1991 but that no response was received. DOR therefore issued estimated assessments in October 1991. DOR states that the claimant called the department in May of 1994 and that he was told at that time that he needed to file the returns. DOR states that it received no returns and therefore began certification of the claimant's wages in February 1997. DOR records indicate that the claimant again contacted the department in March and April of 1998 and that he was again informed of the need to file the returns to resolve the issue. DOR states that on April 30, 1998, the claimant alleged that he had filed the returns but that DOR informed him that no returns had been received. DOR records indicate that the returns were received on September 23, 1998. DOR requested additional information for two of the returns in September and October 1998 and certification of the claimant's wages ended in November 1998.

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. **Cabinet Country, Ltd.,** of Janesville, Wisconsin claims $31.00 for bank fees related to an electronic withdrawal from its bank account made by DOR. A taxpayer attempting to make a payment to DOR by electronic transfer submitted their Federal Employer Identification Number to DOR, however, they transposed several numbers, resulting in the electronic transfer being taken from the claimant's bank account in error. The claimant believes that DOR should have corroborated the information prior to making the transfer. Although DOR refunded the money taken from the claimant's account, they were unable to reimburse the claimant for the $31 in overdraft fees charged by the claimant's bank. The claimant requests reimbursement for these fees.

DOR recommends payment of this claim. As soon as DOR determined that an error had occurred, they reimbursed the funds taken from the claimant's account. However, DOR does not

have the statutory ability to reimburse the claimant for the fees and recommends that the Claims Board does so.

The Board concludes the claim should be paid in the amount of $31.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Revenue appropriation s. 20.566 (1)(a), Stats.

7. **Don Charles Dietz** of Lakeview, Arkansas claims $398.36 plus interest for money levied from the his account to satisfy an assessment based on a DOR adjustment to his 1986 income tax return. The claimant states that he paid $5,000 for equipment to the Maid Rite Corp., but that the equipment was never delivered. The claimant alleges that Maid Rite sent him a $5,000 refund check, which bounced. He states that he deducted the $5,000 bad check on his 1986 federal and state tax returns. He states that the deduction was allowed by the IRS but not allowed by DOR. The claimant alleges that he sent a copy of the bad check to DOR in 1987. He also alleges that DOR agents have repeatedly told him, both in writing and during phone conversations that the deduction was allowable but that they were going after him anyway because he "could afford to pay." He believes that DOR agents have a personal vendetta against him and states that no one from DOR has ever explained to him why the $5,000 deduction was not allowed. He also believes that DOR personnel improperly disclosed his personal financial information to a third party. He requests return of the $398.86 taken from his account, plus 12% interest from 1986.

DOR believes that this claim should be denied. DOR states that it made adjustments to the claimant's 1986 taxes, adding back $392 in additional income and disallowing the $5,000 bad debt deduction. DOR states that, under Wisconsin law, a debt is not considered a deductible "bad debt" until it is proven to be uncollectible. DOR states that the claimant provided no proof that he had made appropriate attempts to collect the $5,000 from Maid Rite and that those attempts had been unsuccessful. Based on the adjustments, DOR issued an assessment for $398.86 in May 1989. The assessment was due July 31, 1989, and DOR records indicate that no timely appeal was filed by the claimant. (An assessment for $227.47 relating to the claimant's 1985 taxes was also made at the same time, disallowing a duplicate $2,000 IRA deduction, which the claimant claimed on both his federal and state taxes. The claimant does not dispute the 1985 adjustment.) DOR states that it has communicated with the claimant for over 13 years, responding to more than 25 letters and numerous e-mails from him. DOR further alleges that in his correspondence, the claimant made it clear that he had no intention of ever paying the assessments. DOR states that after many unsuccessful collection attempts (including the use of an out of state collection agency) the department was finally able to levy an account of the claimant's in 2001. DOR took $1,384.57 to satisfy the 1986 assessment (and $790.17 for the 1985 assessment). DOR records indicate that it extended the due date for the levy in order to give the claimant time to file a petition for compromise but that he repeatedly submitted incomplete forms and never demonstrated in his petition any inability to pay the assessments. DOR eventually levied the account in December 2001. DOR did reduce the interest charged on the assessments from 18% to 12% and refunded $464.61 to the claimant. DOR states that the adjustments made to the claimant's 1986 return were correct under Wisconsin law and believes that there is no basis for payment of this claim.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. *(Members Albers, Lee, Rothschild and Shibilski dissenting.)*

8. **HGM Architecture, Inc.,** of Oshkosh, Wisconsin claims $3,608.58 for elimination of interest and penalties assessed on its late filed withholding tax. The claimant states that from September 1996 through December 1999, its employee, Kathryn Eisenreich, embezzled funds from the claimant. The claimant states that Ms. Eisenreich used the state tax withholding funds to cover up her theft and that she also hid mail from DOR and paid the penalties interest incurred on late filings. The embezzlement

was discovered and Ms. Eisenreich was convicted. She requested a court hearing to attempt to get her restitution amount lowered. The court set a preliminary restitution amount but provided that the amount would be reduced should the state decide to reduce the interest and penalties charged to the claimant. The court instructed the claimant to come before the Claims Board and request such a reduction. The claimant requests elimination of the penalties and interest assessed by DOR.

DOR does not object to partial payment of this claim. DOR states that the claimant is no longer able to recover money from DOR relating to this incident because of the two-year statute of limitations under s. 71.75(5), Stats. DOR further states that, if the claimant had filed a claim for refund within the two-year time limit, DOR would have reduced the interest and refunded the penalties charged against the claimant. Because of the circumstances, DOR does not object to a refund of the penalties and a reduction of the interest from 18% to 12%. DOR calculations show that this would result in a $1,560.09 refund to the claimant. DOR is unable to refund this money because of the statute of limitations but would not object to payment of this amount by the Claims Board.

The Board concludes the claim should be paid in the reduced amount of $1,560.09 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Revenue appropriation s. 20.566 (1)(a), Stats.

9. **Mary E. Redlinger** of Glendale, Wisconsin claims $584.01 for return of overpayment for a 1997 tax liability. The claimant states that she filed an amended 1997 tax return in September 2001, which reduced the amount of tax that she owed for her 1997 taxes. The claimant alleges that she has had financial difficulty because the state has been late or inconsistent in sending her alimony payments, which are garnished from her ex-husband's paychecks. The claimant states that DOR garnished her paychecks for the 1997 liability but that her amended return resulted in an overpayment of $584.01. The claimant asserts that, contrary to DOR's assertions, section 71.75(5), Stats., does not apply to her overpayment. The claimant believes that s. 71.75 applies only to the return of tax refunds, not to the return of money overpaid on a tax liability. The claimant states that she was never due a tax refund on her 1997 taxes; her amended return only reduced the amount of tax that she owed, but she still owed taxes. Since she is not requesting return of any tax refund, she does not believe that the two-year limit in s. 71.75 applies to her claim.

DOR recommends denial of this claim. DOR records indicate that on April 8, 1998, the claimant filed her 1997 tax returns, showing a tax due of $2,911.00, but that no payment was submitted with the return. DOR sent a bill to the claimant several weeks later but no payment was received. DOR sent the claim to collections on June 5, 1998. In August 1998 the claimant entered into an installment agreement but failed to make any payments. The claimant later filed bankruptcy but the tax debt was not dischargeable under the bankruptcy filing. After dismissal of the bankruptcy, DOR again attempted to collect the debt by certifying the claimant's wages. The claimant asked for and was again granted an installment agreement, but she again failed to ever make any payments on the debt. DOR again began certification of her wages on September 14, 2000. On September 19, 2001, the claimant filed an amended 1997 return. The amended return changed the claimant's tax liability from $2,911 to $1,586, a reduction of $1,325. All monies overpaid by the claimant were refunded to her, with the exception of $585.01, which was not refundable under s. 71.75(5), Stats. DOR states that this statute does apply to the claimant's situation because it prohibits DOR from returning any money that was collected on the original assessment no refund was claimed within the prescribed two-year period.

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

10. **Carolyn Carty** of Spokane, Washington claims $5,122.99 for damages allegedly incurred due to negligence by the Department of Corrections. The claimant, a former Madison resident, alleges that DOC failed to adequately notify the Madison public that Jeffrey Jackson, a paroled sex-offender, had

absconded from his halfway house. The claimant alleges that Mr. Jackson was at large for four days before the public was warned that he was in the area. The claimant states that she met Mr. Jackson at a Labor Ready job center and that, unaware of his status as an escapee, she invited him to stay in her home. The claimant states that she felt sorry for Mr. Jackson because he claimed to be homeless and out of work. The claimant states that she is particularly vulnerable to victimization by individuals such as Mr. Jackson because of prior sexual assaults that left her both mentally and physically disabled. The claimant states that, because of DOC's alleged failure to warn the Madison public, she was unaware that Mr. Jackson was an armed and dangerous individual. The day after Mr. Jackson stayed with the claimant and her son, her son saw a news report about Mr. Jackson's status as an escaped parolee. The claimant alleges that this caused her great personal trauma to the extent that she longer felt safe in Madison and was compelled to to move back to her home state of Washington. She believes that DOC failed to adequately notify the public and requests reimbursement for her costs to move to Washington.

DOC believes that this claim should be denied. DOC points to the fact that the claimant willingly invited a complete stranger into her home and is therefore solely responsible for any alleged trauma she suffered from being exposed to Mr. Jackson. DOC states that the claimant has provided no evidence that DOC in any way failed in its duties to provide notice of Mr. Jackson's escape. Mr. Jackson absconded from his halfway house at 11:46 AM on April 6, 2001. DOC records indicate that by 12:12 PM on April 6, it had issued an apprehension order for Mr. Jackson and had notified the Madison Police Department by 12:39 PM. DOC also issued a second apprehension order on April 9. Mr. Jackson was apprehended on the morning of April 10. The claimant alleges that this incident forced her to move, however, statements made by Mr. Jackson after his arrest indicate that the claimant had told him she was planning on renting her apartment because she needed money to "get out of town." DOC points to the fact that the claimant admits that Mr. Jackson never threatened or injured her and that at no point while he was in her home did she ever feel endangered. DOC believes that it is clear that the claimant has suffered no actual harm from her encounter with Mr. Jackson. The claimant chose to invite a stranger into her home, a choice she later regretted. DOC does not believe that it should be held responsible for the claimant's own error in judgment.

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.

11. **Jason Marshall** of Spokane, Washington claims $5,000.00 for damages allegedly incurred due to negligence by the Department of Corrections. The claimant is the fiancé of Carolyn Carty, who has also filed a claim relating to this incident. The claimant, a former Madison resident, alleges that DOC failed to adequately notify the Madison public that Jeffrey Jackson, a paroled sex-offender, had absconded from his halfway house. The claimant alleges that Mr. Jackson was at large for four days before the public was warned that he was in the area. The claimant states that Ms. Carty met Mr. Jackson at a Labor Ready job center and that, unaware of his status as an escapee, she invited him to stay in her home. The claimant states that, because of DOC's alleged failure to warn the Madison public, Ms. Carty was unaware that Mr. Jackson was an armed and dangerous individual. The claimant alleges that Ms. Carty's encounter with Mr. Jackson caused her great personal trauma to the extent that she no longer felt safe in Madison and was compelled to move back to her home state of Washington. The claimant accompanied Ms. Carty back to Washington. He believes that DOC failed to adequately notify the public and requests reimbursement for his costs to move to Washington.

DOC believes that this claim should be denied. DOC points to the fact that Ms. Carty willingly invited a complete stranger into her home and is therefore solely responsible for any alleged trauma caused by her contact with Mr. Jackson. DOC also believes it is noteworthy that none of the police reports, probation and parole records, or news accounts relating to this event ever mentioned the claimant's name. Based on his own statements, the claimant never even met Mr. Jackson. DOC believes that it is clear that the claimant has suffered no harm from the incident involving Ms. Carty

and Mr. Jackson. DOC states that the claimant has provided no evidence that DOC in any way failed in its duty to provide notice of Mr. Jackson's escape. Mr. Jackson absconded from his halfway house at 11:46 AM on April 6, 2001. DOC records indicate that by 12:12 PM on April 6, it had issued an apprehension order for Mr. Jackson and had notified the Madison Police Department by 12:39 PM. DOC also issued a second apprehension order on April 9. Mr. Jackson was apprehended on the morning of April 10. DOC believes that none of its actions affected the claimant personally and that the claimant has provided no evidence of negligence by DOC. If the claimant believes he should be reimbursed for his moving expenses, he should be asking Ms. Carty to reimburse him, not the State of Wisconsin.

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.

12. **Alphoncy Dangerfield** of Boscobel, Wisconsin claims $1,126.44 for property allegedly improperly destroyed by DOC. The claimant was transferred from Oshkosh Correction Institution (OCI) to Columbia Correctional Institution (CCI). During the move, some of his personal property was designated as contraband and confiscated. The claimant states that he was told that his property would be sent to him at CCI within a month after the move. The claimant filed an Inmate Complaint when he did not receive his property. He states that the Complaint Examiner found that his property had been incorrectly designated as contraband and should be returned to him, however, the property had been destroyed and was therefore not returned. The claimant does not believe that his court dismissals have any bearing on his claim because they were based on filing technicalities and, therefore, the case was not judged on its merits. The claimant alleges that his missing property included books, shoes, a calendar, photos, magazines, and an 800-page transcript that would cost him $1,000 to replace.

DOC recommends denial of this claim. DOC records indicate that the claimant was told to pack his personal belongings prior to being transferred to CCI but that he refused to do so. DOC states that the claimant was informed that if he failed to pack his property, it would be confiscated and treated as contraband. The claimant continued to refuse to pack his property, therefore, OCI staff packed his property and confiscated it. The property was ultimately destroyed. DOC states that the claimant has already pursued the appropriate avenues for recourse. The claimant filed an Inmate Complaint and the Complaint Examiner did find that, although the claimant acted inappropriately in refusing to pack his belongings, the property should not have been designated as contraband. The claimant has filed several small claims actions in Winnebago County, which were dismissed because the claimant failed to file properly. The claimant later filed a motion for a trial de novo, which was granted. The Court granted DOC's motion to dismiss for lack of jurisdiction in May 2000. The claimant filed an appeal, which was dismissed because he failed to pay filing fees. DOC believes that the claimant has exhausted his administrative remedies and attempted to bring his case to court. DOC believes that the Claims Board should not overlook the claimant's failure to properly bring his case in court. Finally, DOC points to the fact that in April 2000, it provided the claimant with a copy of the missing court transcript, a fact which the claimant neglects to mention when he requests payment of $1,000 for the cost of replacing the same transcript. DOC believes that the claimant's failure to be forthright and his failures in court warrant denial of his 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.

13. **Myron Edwards** of Boscobel, Wisconsin claims $853.20 for the cost of a transcript allegedly lost by DOC. The claimant, an inmate at Green Bay Correctional Institution (GBCI), was transferred to Supermax Correctional Institution (SMCI) in early 2002. He alleges that when his property arrived at SMCI in March, the copy of his trial transcripts, which had been sent to him by the Public Defender's Office, was missing, along with some other items. He states that shortly thereafter, the

Public Defender's Office asked him to provide the transcript, which they needed in connection with his appeal. The claimant filed a complaint with the Inmate Complaint System, which was eventually dismissed in June 2002. The claimant states that he cannot afford to pay for another copy of the transcript, which would cost $0.40 per page. The claimant refutes the DOC's statement that he might have gotten rid of his transcript either by giving it to another inmate or mailing it out. The claimant states that the transcript would be of no use to anyone else and that if he had mailed it out, it would have required special postage, which would be documented in DOC's mail records. The claimant states that he needs a copy of the transcript in order to effectively pursue his appeals and request payment of $853.20, the cost of obtaining another copy.

DOC recommends denial of this claim. DOC records indicate that in August 2001 the claimant was transferred from Columbia Correctional Institution (CCI) to GBCI. At that time, the claimant's property inventory showed that he had legal materials in his property but did not specify any transcripts. At the time of his transfer to GBCI the claimant acknowledged receipt of all of his property. In January 2002, the claimant was transferred from GBCI to CCI and then to SMCI two days later. DOC records indicate that when the claimant's property was inventoried at GBCI prior to the transfers, there were no legal materials in the claimant's property. The claimant's Inmate Complaint was dismissed in June 2002. The Corrections Complaint Examiner determined that there was no evidence that DOC ever had possession of the allegedly missing transcript. (Other property reported as missing was found and returned to the claimant.) DOC records indicated that at one time prior to the transfer the claimant had some unspecified legal materials in his possession but that at the time of the transfer, no legal materials were found in the claimant's cell. DOC states that an inmate is responsible for his own property. At any time the claimant might have mailed out the transcript, thrown it out, given it to another inmate, or otherwise disposed of it, or it could have been stolen. DOC believes that there is no evidence that it has possession of the trial transcripts or was negligent in handling the claimant's property in the transfer to SMCI.

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.

14. **Berrell Freeman** claims $45.80 for for cost of photos allegedly lost or stolen by DOC personnel. The claimant is an inmate at Supermax Correctional Institution. He alleges that, on December 20, 2001, a Corrections Officer confiscated 45 photographs from his cell and told the claimant that they would be placed in his property box. He claims that on December 26, 2001, when he was going through his property box, he discovered that someone else's photographs were in his box and that his 45 photos were missing. The claimant states that he purchased the photos in October and submits copies of two disbursement requests as proof that he purchased the pictures. The claimant also submits as evidence a statement from a fellow inmate, Ronald C. Jackson, indicating that Mr. Jackson's photos had been found in the claimant's property box. The claimant states that the property box was at all times in the possession of DOC. The claimant states that DOC 306.15 and 306.16 require that DOC reimburse him for any property that they damage during a search of his cell. He requests reimbursement for the missing photographs and the cost to mail this claim.

DOC recommends denial of this claim. The Inmate Complaint Review System investigated the claimant's allegations and denied his claim. The ICRS investigation found that there are numerous photos in the claimant's property box that match the description of the allegedly missing photos. DOC states that the claimant has never submitted any evidence proving that any specific photos are missing. The claimant has submitted copies of two October disbursement requests indicating the purchase of photos, however, DOC states that these receipts could be for any of the photos in the claimant's property box and in no way prove the existence of the allegedly missing property. DOC also states that the written statement provided by inmate Jackson does not prove the existence of any missing photographs. DOC does not believe that the claimant has supplied any proof of his loss and therefore recommends denial of the 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.

15. **Dennis Gonzalez** of Boscobel, Wisconsin claims $15.75 for cost of replacing property allegedly stolen from his cell by a DOC employee. The claimant, an inmate at Supermax Correctional Institution, states that he had a copy of the DOC Administrative Code in his cell. He claims that he last used the document at the end of October and that he noticed it was missing on November 15. The claimant alleges that no one other than DOC staff has access to his cell and that DOC staff conducted a search of his cell on November 4. The claimant further alleges that one of the officers who conducted the November 4 search has either lost or stolen the claimant's property on previous occasions. He claims that the code was taken on that date and believes that it was done to harass him and to sabotage his legal appeals.

DOC recommends denial of this claim. The claimant filed an Inmate Complaint alleging that a DOC officer intentionally removed pages from his copy of the DOC Administrative Code. The complaint was reviewed and appealed. Both the Institution Complaint Examiner and the Reviewing Authority found no merit to the claim and noted that the claimant provided no documented evidence that the pages alleged to be taken were taken while the code was under DOC control. This decision was upheld by the DOC Secretary's Office. DOC believes that the claimant has submitted no new factual information relative to the claim that would justify the Claims Board coming to a decision contrary to the findings of DOC's Inmate Complaint Review System.

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.

16. **Dennis Gonzalez** of Boscobel, Wisconsin claims $19.69 for cost of replacing items allegedly destroyed improperly by DOC. The claimant, an inmate at Supermax Correctional Institution, states that he was mailed documents to be used in his court case. The documents, 1 copy of a newspaper article and 8 pages of a photocopied publication, were denied as contraband mail by the institution mailroom and were not delivered to the claimant. The claimant alleges that he submitted a memo to the institution mailroom requesting that the documents be sent to a specific individual. The claimant states that he was told the documents were mailed out but then was later told that the documents had been destroyed. The claimant does not have a receipt for the items because they were copied and sent by someone else. However, he submits a price guide from Kinko's as proof of the value of the items. The claimant filed an Inmate Complaint about the issue, but DOC rejected the complaint.

DOC recommends denial of this claim. The claimant filed an Inmate Complaint relating to a number of non-delivery notices he received for contraband mail. Pursuant to DOC regulations, the complaint was rejected because it dealt with multiple issues and instances. The claimant later reduced his complaint to the specific non-deliverable mail items related to this claim and the Corrections Complaint Examiner (CCE) conducted a review of the complaint on the merits. The CCE's investigation found that, although there were requests from the claimant that other items of non-deliverable mail be mailed out of the institution there was no request relating to the non-deliverable mail specifically referred to in the claimants Inmate Complaint (and this claim). DOC states that there were multiple non-delivery notices dated 12/5/01, some of which related to other mail items that are not the subject of this claim. Along with his Inmate Complaint, the claimant submitted a copy of a memo dated 12/6/02 to the institution mailroom. However, this memo requested the mailing out of documents consisting of one photocopied newspaper article and two photocopied publication pages, not one newspaper article and eight photocopied publication pages as claimed in his inmate complaint. DOC believes that this memo refers to another notice of non-deliverable mail. DOC's 12/5/01 notice of non-deliverable mail relating to this claim also contains the note that this was the second time the sender had mailed contraband to the claimant, so, DOC points out, there had obviously been a

previous non-delivery notice sent to the claimant relating to items from this sender. DOC states that it did receive requests to mail out non-deliverable mail on 12/6/01 and 12/9/01, both of which related to other non-delivery notices, each for 8 pages of documents. DOC states that those requests were responded to appropriately and the documents were mailed out per the claimant's instructions. DOC states that the claimant is attempting to use requests and responses relating to non-delivery notices and non-deliverable mail that are not the subject of this claim in an attempt to deceive the Claims Board. The CCE found no evidence that they ever received a mail-out request from the claimant for the documents specifically mentioned in this claim. Because no request was received within the required time limit, the non-deliverable documents were destroyed.

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.

17. **Dennis Gonzalez** of Boscobel, Wisconsin claims $78.22 for magazines and catalogs allegedly lost by DOC. The claimant is an inmate at Supermax Correctional Institution. He alleges that, over the course of several months, he had a number of magazines and catalogs put in his property box, which was solely under the control of DOC personnel. He claims that these publications were unread and in mint condition. He states that he later realized that some of the publications were missing and filed a complaint with the Inmate Complaint Review System. The claimant believes he should be fully reimbursed for all of his missing property.

DOC recommends denial of this claim. The Inmate Complaint Examiner's investigation found that several of the allegedly missing publications were still in the property box, several had been sent out of the institution on a visit, and several were items for which the claimant had no proof of ownership. The ICE did find that some publications were missing and the claimant was reimbursed for those items as follows: April, June and September Maxim at $1.50 per issue = $4.50; December and January FHM at $1.25 per issue = $2.50; and Three issues of Sporting News at $1.19 per issue = $3.57; for a total reimbursement of $10.57. It is DOC's position that the claimant has pursued the appropriate administrative review and has received the entire amount to which he is justified. DOC believes that he has provided no new evidence or legal authority that would support a determination by the Claims Board contradictory to the findings of DOC's Inmate Complaint Review System.

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.

18. **Dennis Gonzalez** of Boscobel, Wisconsin claims $214.00 for value of photos allegedly taken or lost by DOC personnel. Claimant is an inmate at Supermax Correctional Institution. He claims that during a cell search on 10/2/01, photos were taken from his cell because he was over the limit for such items. He states that the photos should have been put in his property box but that he later discovered that the photos were not in his property box. He states that the photos were in the sole care of DOC and that DOC is therefore responsible for their loss. He states that the missing photos comprised 20 celebrity photos, which will cost $114 to replace, and 10 personal photos of friends and family, for which the claimant requests $100 compensation.

DOC recommends denial of this claim. The Inmate Complaint Examiner (ICE) initially found that all of the photos had been returned to the claimant, but the Corrections Complaint Examiner (CCE) determined that some of the photos were indeed misplaced. The CCE recommended that the complaint be returned to the ICE for further investigation and an amended response. The ICE determined that DOC personnel had lost 16 celebrity photos. The claimant was reimbursed $92 for those photos. The CCE notified the claimant that if he was not satisfied with the ICE's new decision on his complaint, he could file an appeal. The claimant failed to file any appeal within the 10-day time limit. DOC therefore believes that the claimant failed to exhaust his administrative remedies. DOC further states that the claimant has already received all reimbursement to which he is entitled in this

matter. DOC does not believe that the claimant has presented any new evidence or legal argument to justify awarding him any additional money.

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.

19. **Dennis Gonzalez** of Boscobel, Wisconsin claims $224.00 for replacement of glasses allegedly broken by DOC personnel. The claimant, an inmate at Supermax Correctional Institution, alleges that he was attacked, without provocation, by institution guards. The claimant states that while he was being removed from his cell, the guards repeatedly slammed his head into the wall, injuring him and breaking his glasses beyond repair. The claimant denies that he was resisting the guards. He claims that they did not give him any orders but attacked him for no reason. He requests the cost of replacing his glasses and sunglass clip-ons.

DOC recommends denial of this claim. DOC points to the fact that in his "statement of circumstances" the claimant never even mentions his broken glasses, but instead, complains of alleged injuries for which he is not requesting reimbursement. DOC states that the claimant, in fact, refused medical attention at the time of the incident. DOC also states that the claimant neglects to mention his own disruptive behavior during the incident. DOC states that during the incident the claimant repeatedly ignored the officers' orders to cease shouting at another inmate and to face forward. The officers' statements indicate that when the claimant refused to follow orders, they placed him in a compliance hold. Both officers stated that the claimant resisted the compliance hold and, in response, they pressed him to the wall at which time his glasses were broken. DOC believes that it was the claimant's own behavior that provoked the incident, which resulted in the broken glasses. DOC states that had the claimant simply obeyed orders and not resisted, no damage would have occurred.

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.

20. **Mt. Sterling Cheese Coop.**, of Mt. Sterling, Wisconsin claims $6,590.48 for value of milk lost because of an incorrect test used by DATCP inspector. The claimant states that during the March 2002 quarterly antibiotic residue testing of the claimant's goat's milk, the DATCP inspector used a test not appropriate for testing goat's milk. The results of the test came back positive for antibiotic residue and the claimant was instructed by DATCP to dump 21,939 pounds of milk. The claimant later learned that the state had used the wrong test. The claimant's milk has successfully passed subsequent testing for antibiotic residue. He requests reimbursement for the value of the milk wrongly dumped because of DATCP's error.

DATCP does not object to payment of this claim. The DATCP inspector used the Charm II Competitive test to test the claimant's goat's milk for antibiotic residue. DATCP states that a miscommunication between the FDA and DATCP resulted in DATCP confusion regarding the approval status of the Charm II test for goat's milk. (The test was approved for testing cow's milk, but not goat's milk.) DATCP acknowledges the error and admits that it should not have used the Charm II test for testing goat's milk.

The Board concludes the claim should be paid in the reduced amount of $5,000.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment of $2,500 should be made from the Department of Agriculture, Trade & Consumer Protection appropriation s. 20.115 (1)(a) Stats., and $2,500 should be made from the Department of Agriculture, Trade & Consumer Protection appropriation s. 20.115 (8)(km), Stats.

21. **Eugene L. Schupbach** of Mauston, Wisconsin claims $79.13 for damaged tire. The claimant is employed at Volk Field. For security reasons, DMA had placed orange traffic-control posts at the entrance to Volk Field after September 11, 2001. On January 9, 2002, as the claimant was entering the

main gate, his right rear tire caught a flange on the removable orange post, which damaged the tire beyond repair. The claimant believes that the post was placed too close to the guard house and posed a safety hazard. The claimant does not have insurance coverage for the damage.

DMA recommends payment of this claim. After the terrorist attacks on September 11, barriers were placed at the front gate of Volk Field. These barriers were intentionally positioned to slow approaching vehicles to a crawl as they approached the gate. The barriers are made from steel pipes, which slip into other steel pipes buried in the pavement. The upper steel pipe has a flange on it that sticks out to keep it in proper position. This system allows for the barriers to be easy removed and reinstalled. On the day of the claimant's incident, the barriers were in place. DMA has confirmed that the claimant's tire was damaged beyond repair. DMA believes that since the barrier pole, an obstacle installed by DMA, is the cause of the damage, the claimant should be reimbursed for his damages.

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.

22. **Donald Wollheim** of Watertown, Wisconsin claims $157,947.30 for damages related to a contract for employment at the UW Medical School (UWMS). The claimant states that he was offered a contract for a full-time position from 11/1/00 through 6/30/03 by UWMS and the UW Medical Foundation (UWMF). After accepting the offer, the claimant moved his family to Wisconsin and purchased a home here. The claimant states that in 2/01 he was orally informed that his contract would be terminated on 4/30/01 but that there was no reason given for the termination. He states that on 3/12/01, he received a letter regarding the termination of his contract, which named the Academic Staff Policies and Procedures (ASPP), as the authority for termination of the contract. The claimant alleges that the ASPP was never made a term of either the offer of employment or the contract. The claimant's 10/12/00, appointment letter refers to the Academic Staff Rules, however, no such named document exists. The claimant also states that he was also never provided with the ASPP, either at the time of the offer or any other time during his employment. The claimant also points to language in the ASPP, which provides that, if a probationary period applies to the position, it "shall be stated in the appointment letter." The claimant states that there was no language regarding a probationary period in either the appointment letter or in his contract. The 3/12 letter also referred to problems with the claimant's application for hospital privileges. During the week of 3/5/01, the Columbus Community Hospital's (CCH) Board of Directors took action to delay the claimant's application for hospital privileges. The claimant states that he did apply for privileges in a timely fashion, as the contract required, but that he has no control over the actions of the board. In fact, the claimant believes that UWMS and UWMF staff, who serve the board, delayed his application in an attempt to provide justification for termination of his contract. The claimant believes that the UW had an obligation to inform him of the probationary period, as provided in sections 2.02 and 2.04 of the ASPP but failed to do so. The claimant requests reimbursement for his lost income and benefits relating to the alleged breach of contract.

The UW recommends denial of this claim. The UW states that the 10/12/00 appointment letter set forth additional terms of the contract, stating in part, "Enclosure A describes the privileges and benefits of this appointment.... Please read this information carefully as it sets forth obligations and conditions to which you are agreeing in accepting this appointment." Enclosure A stated, "You will be a member of the Academic Staff and entitled to privileges and benefits as outlined in the Academic Staff Rules..." The UW states that the Academic Staff Rules are contained in the ASPP, which states in section 2.04, "Initial fixed term appointments... shall include a period of evaluation of at least six months... during which appointee may be dismissed at the discretion of the individual making the appointment and without right of appeal. The duration of the period shall be specified in the appointment letter. If the appointment letter does not specify the period of evaluation, the evaluation shall be for a period of six months." The UW alleges that the claimant's supervisors became concerned about his performance during the first six months of his employment. They further learned that CCH

would not be extending the claimant's temporary hospital privileges and that the claimant had not obtained permanent hospital privileges as required by his contract. The UW believes that the offer and appointment letters provided the claimant with proper notice of the probationary period. The UW believes that it was incumbent upon the claimant to carefully read all documents relating to the conditions of his employment contract and that he failed to do so. The UW therefore believes that there has been no breach of contract as the claimant alleges.

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.

23. **Lyndon Weberg** of Tuscon, Arizona claims $548.75 for attorney's fees allegedly incurred because of incorrect information given to him by DETF. The claimant states that some time prior to October 2001, he called DETF's toll free hotline to find out how to get his ex-wife removed as a beneficiary on his disability annuity. The claimant alleges that DETF told him that he needed to obtain an attorney and get a Qualified Domestic Relations Order (QDRO). He also alleges that DETF told him his monthly annuity amount would increase as a result of the removal of his ex-wife, but that he would not be able to name a new beneficiary. The claimant states that he retained an attorney and sought a QDRO based on DETF's statements. The claimant alleges that a number of months then passed, during which DETF told him they were recalculating his monthly annuity. DETF allegedly then told the claimant that everything he had been told earlier was incorrect—his monthly annuity would not increase and he would be able to name a new beneficiary. The claimant alleges that he hired the attorney solely because of what DETF told him, which later turned out to be incorrect. The claimant also points to the fact that he has since been given the same incorrect information by staff at the DETF hotline.

DETF does not feel it is appropriate to specifically advise the Claims Board regarding payment of this claim, since the board does not have the authority to pay the claim from DETF funds and any payment would therefore have to be made from Claims Board funds. DETF points to the fact that the claimant is apparently unclear as to precisely when he made the phone call regarding he QDRO. DETF phone logs show four calls prior to October 2001. A June call and an August 2nd call were from the claimant and a July call was from the claimant's current employer, all three calls relating to other issues. On August 13 the claimant's attorney called and asked to discuss the claimant's account. He was told that DETF could not discuss the claimant's records without the appropriate release but the attorney and DETF staff did discuss, in general terms, how the filing of a QDRO could affect an annuity. DETF phone logs show a call from the claimant on October 30, 2001, relating to the filing of a QDRO. DETF admits that during this call the hotline staff gave the claimant incorrect information regarding how the QDRO would affect his annuity. However, DETF believes that, based on the phone logs and other documents, it appears that the claimant hired his attorney prior to the conversation in which he received incorrect information, which occurred on October 30. The QDRO was signed on October 23 and the claimant's attorney had called on the same subject in August. Although the phone logs could be incorrect, DETF has found no evidence of an earlier call discussing the QDRO, as the claimant alleges. Furthermore, DETF points to the fact that the billing submitted by the claimant from his attorney indicates past due balances going back over a number of months, which seems to indicate that the majority of the work performed by the during May and June ($356.25), and July ($135.00). Although a DETF employee did discuss QDROs in general terms with the claimant's attorney in August 2001, DETF believes that it is unfortunate that the claimant's attorney did not obtain the appropriate release. If he had done so, he would have been able to discuss the specifics of the claimant's annuity prior to obtaining the QDRO.

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.

24. **Terri L. Nielson/Tech Trak Consulting** of Reedsburg, Wisconsin claims $10,842.00 for reconsideration of her claim, which was previously denied by the board on December 7, 2001. There was a mistake made in processing the claim and the claimant was not afforded an opportunity to respond one of the memos from DOA. Because of this error, the claimant requested that the board reconsider the claim based on the additional information submitted in response to the DOA memo. DOA declines to issue any additional response and stands by its original submissions.

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. *(Members Rothschild and Albers not participating.)*

The Board concludes:

1. **The claims of the following claimants should be denied:**

   Donald Smith
   Lynn Kirschbaum
   Michael Barnhardt
   Don Charles Dietz
   Mary Redlinger
   Carolyn Carty
   Jason F. Marshall
   Alphoncy Dangerfield
   Myron Edwards
   Berrell Freeman
   Dennis Gonzalez (5 claims)
   Eugene L. Schupbach
   Donald Wollheim
   Lyndon Weberg
   Terri L. Nielson/Tech Trak Consulting

2. **Payment of the following amounts to the following claimants from the following appropriations is justified under s. 16.007, Stats:**

John Komassa	$4,530.00	s. 20.370 (4)(mu)
Meer Electric, Inc.	$5,000.00	s. 20.866 (2)(z)
Cabinet Country, Inc.	$31.00	s. 20.566 (1)(a)
HGM Architecture, Inc.	$1,560.09	s. 20.566 (1)(a)
Mt. Sterling Cheese Coop.	$5,000.00	s. 20.115 (8)(km) and (1)(a)

Dated at Madison, Wisconsin this 21st day of October 2002.

Alan Lee, Chair
Representative of the Attorney General

John E. Rothschild, Secretary
Representative of the Secretary of Administration

Amanda Schaumburg
Representative of the Governor

Kevin Shibilski
Senate Finance Committee

Sheryl Albers
Assembly Finance Committee