

FILED

IN THE DISTRICT COURT, SECOND JUDICIAL DISTRICT
STATE OF WYOMING, COUNTY OF ALBANY

ANDREW DEVNEY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil Action No. 2024-CV-0036328
	)	
LARAMIE PLAINS PROPERTIES,	)	
LP, a Wyoming Limited Partnership; and	)	
TREVOR THATCHER, an individual,	)	
	)	
Defendants.	)	

DEFENDANTS’ CERTIFICATE OF COSTS

COMES NOW Defendants Laramie Plains Properties, LP and Mr. Trevor Thatcher, an individual, by and through their counsel, Jason M. Tangeman, Nicholas & Tangeman, LLC and as the prevailing party in the above-entitled matter and pursuant to the Judgment And Order Upon Bench Trial, W.R.C.P. 54 (d), U.R.D.C. 501 (a) and W.R.C.P. 68 and respectfully requests the Court enter the attached Judgment against the Plaintiff Andrew Devney for costs in the amount of **FOUR THOUSAND ONE HUNDRED NINETY THREE AND 66/100s (\$4,193.66)** for the following reasons:

- Wyoming Rule of Civil Procedure 54 (d) and Uniform Rule of the District Court 501 (a) provides that “costs” shall be allowed to the “prevailing party”.
- Wyoming Rule of Civil Procedure 68 (a) provides that

At any time more than 60 days after service of the complaint and at least 28 days before the date set for trial, any party may serve on an opposing party an offer to allow settlement or judgment on specified terms, with the costs then accrued. If,

within 14 days after being served, the opposing party serves written notice accepting the offer, either party may then file the offer and notice of acceptance, plus proof of service.

Wyoming Rule of Civil Procedure 68 (b) provides that “[a]n unaccepted offer is considered withdrawn, but it does not preclude a later offer. Evidence of an unaccepted offer is not admissible except in a proceeding to determine costs. As used herein, “costs” do not include attorney's fees.” Wyoming Rule of Civil Procedure 68 (d) provides that “[i]f the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.”

3. On July 21, 2025, Defendants served their Offer of Settlement Pursuant to WyoR.Civ.P. 68 To Plaintiff Andrew Devney in the amount of Fifteen Hundred Dollars (\$1,500).

4. On September 18, 2025, the Court entered its Order Granting In Part and Denying In Part Defendant’s Motion for Summary Judgment granting Defendants a summary judgment on Plaintiff’s negligence, false imprisonment and trespass claims (theory based on reasonable denial of access to the premises). The Plaintiff’s claims for intentional infliction of emotional distress, invasion of right to privacy, intrusion upon seclusion and trespass(theory based on lack of consent to enter premises) remained viable for trial.

5. At the conclusion of the bench trial, on November 3, 2025, the Court found in favor of Defendants on all remaining claims. On November 18, 2025, the Court entered its Judgement and Order Upon Bench Trial awarding Defendants their costs pursuant to W.R.C.P. 68.

6. Witness Fees - Logan Ours.

Mr. Ours resides and works in Kentucky, but flew out of Nashville, Tennessee to Laramie, Wyoming to attend trial. The total cost of round-trip United Airlines airfare for Mr. Ours was \$610.52. Mr. Ours arrived in Laramie on the evening of October 30, 2025, and testified the next

day, October 31, 2025, for approximately (1) hour. The total number of miles Mr. Ours traveled round-trip was 2,484.20 miles. Mr. Ours's return flight to Tennessee was not able to be scheduled until Sunday, November 2, 2025. Mr. Ours stayed at the Hampton Inn in Laramie, Wyoming for three (3) nights at a cost of \$674.61.

7. Attached at Exhibit A is an itemization of all other costs incurred by Defendants as allowed by U.R.D.C. 501 (a) as well as the backup documentation supporting and corroborating said costs.

WHEREFORE Defendants Laramie Plains Properties, LP and Mr. Trevor Thatcher, an individual, by and through their counsel, Jason M. Tangeman, Nicholas & Tangeman, LLC and as the prevailing party in the above-entitled matter and pursuant to the Judgment And Order Upon Bench Trial, W.R.C.P. 54 (d), U.R.D.C. 501 (a) and W.R.C.P. 68 respectfully requests the Court enter the attached Judgment against the Plaintiff Andrew Devney for costs in the amount of **FOUR THOUSAND ONE HUNDRED NINETY THREE AND 66/100s (\$4,193.66)** accruing post-Judgment interest in the amount of 10% per year as allowed by W.S. § 1-16-102 (a).

DATED this 20th day of November 2025

/s/ Jason M. Tangeman
Jason M. Tangeman, WSB #6-3082
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 20th day of November 2025 a true and correct copy of the foregoing was delivered to the following by File & ServeXpress and electronic mail:

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/s/ Jason M. Tangeman
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