

FILED

1 IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
2 FOR THE COUNTY OF ALBANY
CASE NO. 36328

3
4 ANDREW DEVNEY,)
5 plaintiff)
6 VS.)
7 LARAMIE PLAINS PROPERTIES, LP)
8 a Wyoming Limited Partnership; and)
9 TREVOR THATCHER, AN INDIVIDUAL)
DEFENDANTS.)
_____)

10
11
12 PURSUANT TO NOTICE duly given to all parties in interest,
13 this matter came on for hearing on the 3d day of November,
14 2025 at the hour of 8:54 a.m., in the District Court of
15 Albany County, 525 Grand Avenue, Laramie, Wyoming before the
16 HONORABLE MISHA E. WESTBY, Judge presiding.

17
18
19
20
21
22
23
24
25 REPORTED BY: REGINA D. CHAVEZ, CSR

COPY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S:

FOR THE PLAINTIFF:

COAL CREEK LAW GROUP

BY JORDYN A. SURBER

211 WEST 19TH STREET

P.O. BOX 467

CHEYENNE, WYOMING 82001

FOR THE DEFENDANT:

NICHOLAS & TANGEMAN, LLC

BY JASON TANGEMAN

170 NORTH FIFTH STREET

LARAMIE, WYOMING 82072

1 THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
2 FOR THE COUNTY OF ALBANY, WYOMING

3 2:18 P.M.

4 E X C E R P T O F P R O C E E D I N G S

5 COURT'S ORAL RULING

6
7 THE COURT: I think this case is interesting. I
8 did not have to judge the credibility of the witnesses very
9 much because I found the stories of this event to be so
10 similar.

11 I did not find much contradiction in terms of what
12 the facts are.

13 The fact as the Court, as the finder of fact,
14 found at trial are as follows:

15 Mr. Devney rented two apartments from Laramie
16 Plains Properties LP, both at 919 Gibbon Street, Laramie,
17 Wyoming.

18 The evidence established that the apartment at
19 issue had higher end finishes and fixtures was desirable to
20 the plaintiff because it rented mostly to professionals not
21 college kids; that it was not a college apartment and did
22 not allow parties.

23 After renting Apartment 303 across the hall from
24 the unit at issue here from Laramie Plains Property,
25 Mr. Devney requested to move to a unit with a balcony across

1 the hall and signed a lease for -- a lease agreement for
2 Apartment 302 with the term of the lease running from June
3 21, 2023 until June 20, 2024.

4 The lease specifically states in 4.2 that the
5 lessor can enter the premises without notice.

6 Mr. Devney had a few issues prior to the event in
7 question with Laramie Plains, an issue involving a damage
8 deposit on 303 and the fact that \$400 was kept for alleged
9 cleaning and repair issues.

10 Mr. Devney also testified that he was irritated
11 when they would come in to do maintenance work without
12 scheduling, without prescheduling those visits because it
13 interfered with his work. He would have to go answer the
14 door when they knocked or rang the doorbell.

15 Shortly before the event in question Mr. Thatcher
16 sent an e-mail to Mr. Devney about a loud music complaint
17 from a neighbor Mr. Devney's response to the email was to
18 report loud music coming from his neighbor.

19 Mr. Thatcher worked and conducted maintenance for
20 Laramie Plains Property during march of 2024.

21 Mr. Ours was in training with Laramie Plains to
22 assist with maintenance.

23 Mr. Devney estimated that he requested maintenance
24 on both apartments approximately 20 times.

25 On March 20, 2024 at 2:48 p.m. Mr. Devney

1 submitted a maintenance request electronically with Laramie
2 Plains Property to have someone repair blinds, a screen door
3 and the thermostat in his apartment.

4 According to Mr. Devney, the maintenance request
5 form had a check box next to a statement giving consent to
6 have someone enter his property to perform the maintenance
7 work, but also testified that there was no ability to
8 uncheck that box. And so the maintenance request was sent
9 giving permission for someone to enter the property to
10 perform repairs.

11 Mr. Thatcher testified that the portal was
12 maintained by an outside vendor.

13 During cross-examination, he testified that it
14 appeared that some of the check boxes were in fact
15 customizable but there was no check box on the current form
16 for yes or no. But simply a box telling them or advising
17 what they needed to know about entering the residence.

18 Honestly, the testimony related to that was
19 confusing. I -- I understand that -- and the relevant parts
20 to the Court are that there may have been a glitch in the
21 form as it was during the time in question where you
22 couldn't check "no" to consent. So if you wanted to submit
23 the form, you had provide permission. And that now that's
24 been changed so that people can just put what they need to
25 know about entering the residence but it was a little bit

1 unclear.

2 Mr. Thatcher further testified that he did rarely
3 get one where permission to enter was denied.

4 Mr. Devney testified that he worked from home and
5 had previously -- previously requested that Mr. Thatcher
6 provide sufficient notice prior to him entering his
7 apartment so it didn't interfere with him working from home.

8 Mr. Devney testified that he asked the other
9 maintenance person who was there before Mr. Thatcher to
10 provide notice before performing maintenance more often but
11 that he asked Mr. Thatcher a few times.

12 Mr. Devney had lost his job prior to the event in
13 question and was in between jobs on March 21, 2024.

14 On March 21, 2024 sometime after 9:00 a.m.
15 Mr. Thatcher and Mr. Ours arrived at Mr. Devney's apartment.

16 At the time Mr. Devney believed that the
17 additional male individual might have been a juvenile.
18 However, during discovery of this case he determined that
19 the male was Logan Ours who was working as an assistant
20 maintenance man for Laramie Mains Property and was 20 or 21
21 years old at the time.

22 According to Mr. Devney on the morning of March
23 21, 2024 he was sleeping on his couch naked was partially
24 covered by a blanket.

25 Mr. Thatcher rang the doorbell once, did not wait

1 for a response and used the code on the front door to access
2 and enter Mr. Devney's apartment.

3 According to Mr. Devney when he was awakened as
4 Mr. Thatcher and Mr. Ours entered his property, he said I'm
5 not decent, can you come back as Mr. Thatcher was talking
6 over him saying we're here to do maintenance.

7 There was no testimony that Mr. Thatcher or Mr.
8 Ours knew that Mr. Devney was naked until the nine -- until
9 the 911 call and the plaintiff's testimony was consistent
10 with that that as he was saying that he was not decent
11 Mr. Thatcher was talking over him.

12 Mr. Devney also testified that for some period of
13 time during this incident, he did not want them to know he
14 was naked under the blanket because he was embarrassed.

15 Mr. Thatcher and Mr. Ours testified that they
16 knocked and rang the doorbell, waited for an answer and then
17 proceeded in.

18 Mr. Thatcher proceeded to the blinds and the
19 screen door close to where Mr. Devney was laying on the
20 couch. Mr. Ours went to the thermostat.

21 Mr. Devney testified that he pulled the blanket
22 over his head and began texting his partner.

23 Other testimony, I believe, from Mr. Ours but
24 maybe from Mr. Thatcher. And then I think later from
25 Mr. Devney established that the blanket covered Mr. Devney's

1 entire body including his head. Actually Mr. Devney was the
2 witness who talked about pulling it over his head.

3 Mr. Ours testified that as normal practice they
4 rang the doorbell and when there was no answer, they put the
5 door code in and came in.

6 The form for maintenance indicated they had
7 permission to come and the testimony was that if the box was
8 not checked, they would have scheduled it, but Mr. Ours
9 never saw that on one of these forms.

10 This may very well be consistent with
11 Mr. Devney's testimony that there was a check box but that
12 you couldn't say no and still send the form.

13 Mr. Ours heard Mr. Thatcher say how's it going?
14 We're here to take care of your maintenance request when
15 they went into the apartment. Mr. Ours did not hear the
16 plaintiff say he was not decent.

17 After Mr. -- after hearing Mr. Thatcher say that,
18 he saw someone -- he came further into the apartment, saw
19 someone laying on the couch and it looked like he had been
20 sleeping.

21 Mr. Ours recalled Mr. Devney responding okay, I'll
22 just to be sleeping on the couch in a calm manner.

23 Mr. Ours did not recall seeing underwear on the
24 floor and testified Mr. Devney did not say anything about
25 being indecent.

1 He testified Mr. Thatcher went to the screen door
2 and that he went to the thermostat and pulled the thermostat
3 cover off the wall and was waiting for Mr. Thatcher when Mr.
4 Devney sat up and said hey, Trevor, get out of my apartment
5 with an expletive.

6 Mr. Thatcher was confused and said we will go
7 ahead -- said to Mr. Ours to go ahead and we will be out of
8 the apartment before they get here. No, I'm sorry. That
9 Mr. Thatcher was confused in Mr. Ours' view and that he said
10 to Mr. Devney go ahead and we will be out of the apartment
11 before the police get here.

12 All witnesses agreed that there were exposed wires
13 sticking out of the wall.

14 Mr. Ours and Mr. Thatcher testified that they
15 could not have left the thermostat like that because it was
16 dangerous.

17 Mr. Devney thought they did leave the thermostat
18 wires exposed when they left.

19 And there was some confusion about that. There
20 was testimony slightly different than that later.

21 All parties agreed that it was only a minute or
22 two between the time Mr. Devney told them to get out and the
23 time they left.

24 He said he was naked or indecent on the call to
25 the police and Mr. Thatcher and Mr. Ours testified that that

1 was the first time they had heard that.

2 The testimony was they were not sure if it was
3 true and thought he was just saying that to get them out of
4 the apartment.

5 Mr. Ours testified that he was upset by what
6 Mr. Devney was doing but not by anything Mr. Thatcher was
7 doing.

8 Mr. Ours testified that typically they clean up
9 and throw the trash away but he doesn't specifically
10 remember what they did that time.

11 Between when Mr. Devney said to get out and when
12 they left was one and a half to two minutes by Mr. Ours'
13 testimony.

14 The testimony was that the repairs to the blinds
15 and the screen door were not emergencies but they -- but
16 there was a greater concern about the thermostat and that
17 was something that they felt needed to be addressed quickly.

18 Mr. Devney testified that after talking to his
19 partner, he forcefully told Mr. Thatcher and Mr. Ours to
20 leave.

21 When they refused to leave saying they needed to
22 complete the repairs, he threatened to call the police and
23 when Mr. Thatcher said, go ahead we will be gone before they
24 pet here. He called 911.

25 Mr. Devney testified that he was covered by a

1 small blanket and that he was afraid he would expose himself
2 If he got up with it, but he also testified that he covered
3 his head with the blanket because he was uncomfortable and
4 Mr. Ours testified that he was completely covered by the
5 blanket.

6 Several e-mails were admitted and discussed asking
7 whether Mr. Devney would be renewing his lease. The e-mails
8 were pleasant and professional in tone.

9 Mr. Devney did not respond to the first several
10 e-mails but finally responded asking if the rent would be
11 increased.

12 The response was that it would be increased by \$50
13 and Mr. Devney did not respond.

14 A few days later the event in question happened
15 and after the event happened, Laramie Plains informed
16 Mr. Devney that they would not be renewing the lease stating
17 that it had become evident that there is not an optimal
18 alignment between yourself and Laramie Plains Property.

19 Everyone agreed that Laramie Plains did not need
20 to renew the lease.

21 Mr. Devney testified that he had seen Mr. Thatcher
22 at a bar when he was there with his partner at that they
23 were openly affectionate in that setting.

24 He also testified to having a rainbow flag in his
25 apartment and frequently having his significant other at the

1 apartment overnight.

2 Mr. Devney testified that it was hard to think
3 this situation was not related to his sexual orientation
4 given his experience growing up in Wyoming in the '90s and
5 2000s.

6 There was no other testimony or evidence linking
7 the actions during the incident to Mr. Devney's sexual
8 orientation.

9 The e-mails and evidence -- and this was something
10 that I was looking for. The e-mails and evidence indicated
11 a wish by Laramie Plains to continue to rent to Mr. Devney
12 and Mr. Devney testified that he was invited to barbecues
13 and give aways put on by Laramie Plains along with the other
14 residents.

15 There were no statement or actions by the
16 defendant that were linked to this issue and nothing -- no
17 evidence that showed that first the defendants were aware of
18 it or secondly that there was any reaction to that.

19 Mr. Thatcher and Mr. Ours both testified to
20 situations where they had permission, but when they got to
21 the apartment, it was a bad time, like if the resident was
22 in the shower or if the tenant was busy and stated they
23 would come back another time.

24 They also testified to situations where they were
25 informed that there was a service animal in the apartment so

1 that they needed to schedule maintenance.

2 The Court will discuss additional facts as
3 necessary for the analysis below.

4 I'm going to go backward because I think it's the
5 easiest way to do it. I'm going to start with invasion of
6 right to privacy and intrusion upon seclusion.

7 Wyoming recognizes the tort of intrusion upon
8 seclusion specifically the Restatement version of the tort.

9 Howard v. Aspen Way Enterprises, Inc. 2017 Wyoming
10 152.

11 We therefore recognize the tort of intrusion
12 upon -- upon seclusion as defined by the Restatement
13 (Second) of Torts 652B with damages as defined by the
14 Restatement (Second) of Tort -- Torts 652H.

15 Intrusion upon seclusion is defined as one who
16 intentionally intrudes physically or otherwise upon the
17 solitude or seclusion of another or his private affairs or
18 concerns, is subject to liability to the other for invasion
19 of his privacy if the intrusion would be highly offensive to
20 a reasonable person.

21 The comment to section 652B explains the tort's
22 parameters and the showing required to establish its
23 elements.

24 A. The form of invasion of privacy covered by this
25 section does not depend upon any publicity given to the

1 person whose interest is invaded or to his affairs. It
2 consists solely of an intentional interference with his
3 interest in the solitude or seclusion either as to his
4 person or as to his private affairs or concerns of a kind
5 that would be highly offensive to a reasonable man.

6 B. The invasion may be by physical intrusion into
7 a place in which the plaintiff has secluded himself as when
8 the defendant forces his way into the plaintiff's room in a
9 hotel or insists over the plaintiff's objection in entering
10 his home.

11 It may also be by the use of the defendant's
12 senses with or without mechanical aids to oversee or
13 overhear the plaintiff's private affairs as by looking into
14 his upstairs windows with binoculars or taping his telephone
15 wires.

16 It may be some other form of investigation or
17 examination into his private concerns as by opening his
18 private and personal mail searching his safe or his wallet
19 examining his private bank account or compelling him by a
20 court's court order to permit an inspection of his personal
21 documents.

22 The intrusion itself makes the defendant subject
23 to liability even though there is no publication or other
24 use of any kind of a photograph or information outlined.

25 C. The defendant is subject to liability under the

1 rules stated in this section only when he was intruded into
2 a private place or has otherwise invaded a private seclusion
3 that the plaintiff has thrown about his personal -- or his
4 person a affairs.

5 Thus there is no liability for the examination of
6 a public record concerning the plaintiff or of documents
7 that the plaintiff is required to keep and make available
8 for public inspection.

9 Nor is there liability for observing him or even
10 taking his photograph while he is walking on the public
11 highway since he is not in seclusion and his appearance is
12 public and open to the public eye.

13 Even in a public place however there may be some
14 matters about the plaintiff such as his or underwear or lack
15 of it that are not exhibited to the public gaze and there
16 may still be invasion of privacy when there is intrusion
17 upon these matters.

18 D. There is likewise no liability unless the
19 interference with the plaintiff's seclusion is a substantial
20 one of a kind that would be highly offensive to the
21 ordinarily reasonable man as the result of conduct to which
22 the reasonable man would strongly object.

23 Thus there is no liability for knocking at the
24 plaintiff's door or calling him on the telephone on one
25 occasion or even two or three to demand payment of a debt.

1 It is only when the telephone calls are repeated
2 with such persistence and frequency as to amount to a course
3 of hounding the plaintiff and that becomes a substantial
4 burden to his existence that his privacy is invaded.

5 That's the Restatement (Second) of Torts section
6 652B.

7 The Restatement generally defines liability as
8 follows:

9 (1) One who invades the right of privacy of
10 another is subject to liability for the resulting harm to
11 the interests of the other.

12 (2) The right of privacy is invaded by and (a) is
13 the specific provision unreasonable intrusion upon the
14 seclusion of another.

15 The Restatement defines intrusion upon the
16 seclusion as follows:

17 One who intentionally intrudes physically or
18 otherwise upon the solitude or seclusion of another or his
19 private affairs or concerns is subject to liability to the
20 other for the invasion of his privacy if the intrusion would
21 be highly offensive to a reasonable person.

22 Restatement of Torts Howard v. Aspen Way
23 Enterprises, Inc.

24 As to damages for invasion of privacy, the
25 Restatement provides:

1 One who has established a cause of action for
2 invasion of his privacy is entitled to recover damages for,

3 (a) the harm to his interest in privacy resulting
4 form the invasion.

5 (b) his mental distress proved to have been
6 suffered if it is of the kind that normally results from
7 such an invasion and,

8 (c) special damages of which -- of which the
9 invasion is a legal cause.

10 The Restatement of Torts provision on intrusion of
11 seclusion as well as courts in other jurisdictions recognize
12 consent as an absolute defense.

13 Baugh v. CBS Inc., 828 F. Supp. 745.

14 Curtright v. Ray 1991 Westlaw 17935 District of
15 Kansas. Consent is an absolute defense to invasion of
16 privacy even though refusal to consent would result in
17 termination of employment Frye v. IBP, Inc. 15 F. Supp. 2d
18 1032 D. Kansas 1998.

19 As with any intentional tort, consent is an
20 absolute defense even if improperly induced. Herrera v.
21 Santa Fe Public Schools 41 F. Supp. 3d 1027 District of New
22 Mexico, 2014.

23 There are two possible sources of consent relevant
24 to the event in question; the provision in the lease and the
25 consent marked on the maintenance request.

1 And as I said I understand the issues with
2 potentially with the consent marked on the maintenance
3 request.

4 The provisions -- provisions of the lease clearly
5 give the Laramie -- or give Laramie Plains the ability to
6 enter the residence without notice at anytime.

7 In addition, Mr. Devney testified that he
8 consented to this entry upon making the maintenance request,
9 although he also testified that the system did not allow him
10 to remove that and still send the request.

11 Mr. Thatcher testified that the portal in question
12 was managed by an outside vendor, but also testified that he
13 had on occasion seen a request where the box was not
14 checked.

15 The Wyoming Supreme Court has -- has explained
16 that -- well, before I go into that, the issue then as
17 raised by the plaintiff is whether or not the contract is
18 unconscionable.

19 The Wyoming Supreme Court has explained that the
20 question of whether a contract is unconscionable is
21 determined as of the time the contract is made and not in
22 hindsight. Great Lakes Aviation 2007 WY, 64.

23 Further, we do not lightly interfere with the
24 freedom of contract Roussalis versus Wyoming Medical Center
25 4 P.3d 209, Wyoming 2000.

1 We therefore approach claims that a contract is
2 unconscionable cautiously.

3 The question of whether a contract is
4 unconscionable is determined as of the time the contract was
5 made and not in hindsight.

6 In deciding whether a contract is unconscionable
7 we consider the claim from two perspectives.

8 First, we consider whether the contract provisions
9 unreasonably favor one party over the other.

10 Second, we consider whether the latter party
11 lacked a meaningful choice in entering into the contract.

12 We have identified the following factors for
13 consideration in addressing claims that a contract is
14 procedurally, the second part, unconscionable.

15 Deprivation of meaningful choice as to whether to
16 enter into the contract, compulsion to accept terms,
17 opportunity for meaningful negotiation, such gross
18 inequality of bargaining power that negotiations were not
19 possible, characteristics of alleged aggrieved party;
20 underprivileged, uneducated, illiterate, easily taken
21 advantage of and surprised by fine print or concealed terms.

22 And that's again Great Lakes Aviation.

23 In addition to the entire lease, the specific
24 provision that Mr. Devney alleges is unconscionable states
25 as follows:

1 Lessor or its agent may enter the premises to
2 exhibit, inspect or perform work during business hours
3 without notice to tenants or at any time without notice to
4 tenants.

5 Lessor reserve the right to show the premises to
6 other potential tenants within 90 days prior to the end of
7 it this lease without prior notice to tenants.

8 Based on the testimony of Ms. Thatcher, the rental
9 agreement is evidence and Mr. Devney -- or I'm sorry, based
10 on the testimony of Ms. Thatcher, the rental agreement in
11 evidence and Mr. Devney's testimony on the subject, most of
12 the provisions in the agreement favor the defendant.

13 There are some portions of the lease such as the
14 fact that Mr. Devney was receiving an apartment, that there
15 was a parking garage, the disclosures and the destruction of
16 property through no fault of the tenants that provided some
17 protection to the tenant, but the majority of the provisions
18 favor the property manager.

19 As to the first consideration I -- that the
20 contract provisions unreasonably favor one party over the
21 other, the Court finds that the contract provisions do
22 primarily favor the property manager.

23 As to the second consideration or whether
24 Mr. Devney lacked meaningful choice, the evidence was as
25 follows:

1 Mr. Devney was a sophisticated renter who had
2 rented nine apartments over the course of 15 years in Denver
3 and Manhattan.

4 He testified that he had read the lease and
5 understood the provisions regarding the lessor's ability to
6 supper the premises.

7 He also testified that he looked at other
8 apartments and had other options when he renewed the lease
9 for his apartment in March of 2023.

10 In addition, Mr. Devney previously rented from
11 Laramie Plains and experienced the same issues with them
12 coming in without scheduling the visit and chose to sign a
13 subsequent lease with the same provisions even though the
14 testimony was he had other options.

15 Ms. Thatcher testified that they generally have a
16 waiting list and they are usually 100 percent full. She
17 further testified that other rentals like The Pointe might
18 have more availability but everything pretty much filled up
19 by September.

20 She testified that March is a busy time with
21 renewals and showings for new renters.

22 As to the second consideration, a meaningful
23 choice, the Court finds that Mr. Devney did have a
24 meaningful choice given his experience with rentals in
25 general, his experience with renting from Laramie Plains

1 specifically, the time of year this occurred, the fact that
2 he quickly found another rental when Laramie Plains did not
3 renew the lease.

4 These facts also go to the plaintiff's assertion
5 about the balance and abuse of power. The Court does not
6 find any evidence of abusive behavior, sexual or otherwise
7 or retaliation.

8 The Court does not have -- or the Court does have
9 a -- No, I shouldn't say that.

10 I -- as I was researching this matter, I had a
11 concern about the legality of the provision at issue in
12 terms of consent and the lack of a provision of a specific
13 time frame 24, 48 hours.

14 There are general statements and secondary sources
15 discussing a requirement of notice for entry of maintenance.

16 However, the Court did an exhaustive search to try
17 to find any law directly on point and counsel was also not
18 able to cite any requirement of advance notice in Wyoming.

19 To the contrary, and I think this is why there
20 isn't any because the law is to the contrary. The Wyoming
21 Statute set forth the relevant law in Article 12 of Chapter
22 21, 1-21-1201 to 1211, the residential rental property.

23 Many states have laws that require a specific
24 notification time frame for nonemergency repairs.

25 But as I said, Wyoming law does not provide any

1 such case or statute. Instead Wyoming Statute 1-21-1205
2 specifically requires that the renter shall not unreasonably
3 deny access to or withhold consent to enter the residential
4 rental unit.

5 In addition, Wyoming 1-21-1202(d) duties of the
6 owners and renters generally states (d) any duty or
7 obligation in this article may be assigned to a different
8 party or modified by explicit written agreement signed by
9 the parties.

10 Therefore for the reasons stated above as well as
11 the fact that there is no law saying that this is an illegal
12 provision, the Court finds that the lease is not
13 unconscionable.

14 Further, the Court finds that there was consent
15 both through the signed lease and through the maintenance
16 request even though there is the dispute about whether or
17 not the box would have been checked, Mr. Devney testified
18 that he could have made the request through text, e-mail or
19 by telephone and explained that he was demanding advance
20 notice.

21 In addition the Court finds that there was notice
22 to Mr. Devney because he requested the maintenance the
23 previous day.

24 One of the issues involved the thermostat, which
25 was more pressing. He was given notice when they rang the

1 doorbell and or potentially knocked prior to the entry and
2 they had entered this way previously to perform other
3 maintenance.

4 Further, the Court finds this does not rise to the
5 level of intrusion upon seclusion or invasion of the right
6 to privacy based on the request for maintenance, the consent
7 granted and Mr. Devney's previous experience with how
8 maintenance requests were handled as well as the time and
9 date of the maintenance.

10 The evidence in this case showed a procedure for
11 handling maintenance calls that were handled during business
12 hours, shortly after the requests were made particularly in
13 regard to heating issues with a preliminary knock or ringing
14 the doorbell, waiting and if there was no answer, announcing
15 their presence together with the evidence regarding
16 communication and the general way these matters were
17 handled.

18 Further, the evidence did not support a finding
19 that this would have been highly offensive to a reasonable
20 person under the circumstances presented where there was no
21 evidence showing that Mr. Thatcher or Mr. Ours knew that
22 Mr. Devney was naked until the 911 call, at which time it
23 was not safe to leave the thermostat with the wires exposed
24 and the call only continued another minute or two.

25 The Court finds for the defendant on the claim of

1 intrusion upon seclusion -- for the defendants on the claim
2 of intrusion upon seclusion or invasion of the right to
3 privacy.

4 The second claim, trespass. This is the trespass
5 claim theory based on lack of consent to enter the premises.

6 Trespass is against real property or defined
7 simply as invasions of the interest in exclusive possession
8 of land and in its physical condition.

9 A defense of consent of the possessor or another
10 authorized to consent is an absolute defense to trespass.

11 That's citing Edgecomb v. Lower Valley Power and
12 Light, Inc. 922 P.2d 850, Wyoming 1996 which cites
13 Restatement (Second) of Torts Section 7 at 275.

14 For the reasons stated above, the evidence
15 relevant to the lease agreement and the maintenance request,
16 the entry into the residence was not trespass.

17 Further, as stated above, the Court finds that the
18 lease agreement was not unconscionable and that the
19 provisions there are applicable.

20 The Court finds for the defendants on the claim of
21 trespass.

22 Number three, intentional infliction of emotional
23 distress.

24 The Wyoming Supreme Court has recognized the claim
25 of intentional infliction of emotional distress Cook v.

1 Shoshone First Bank 2006, Wyoming 13.

2 In Leithead versus American Colloid Company 721
3 P.2d 1059, Wyoming 1986, this Court recognized a claim for
4 intentional infliction of emotional distress as stated in
5 the Restatement (Second) of Torts, Section 46 which
6 provides outrageous conduct causing severe emotional
7 distress.

8 (1) One who by extreme and outrageous conduct
9 intentionally or recklessly' causes severe emotional
10 distress to another is subject to liability for such
11 emotional distress and if bodily harm to the other results
12 from it for such bodily harm.

13 We adopted the definition of extreme and
14 outrageous conduct found in comment "d" of the Restatement
15 conduct which goes beyond all possible bounds of decency as
16 regarded as atrocious and is utterly intolerable in
17 civilized community.

18 We also recognize the separate functions of the
19 court and jury described in comment "h" of the Restatement.

20 It is for the court to determine in the first
21 incidence whether the defendants' conduct may reasonably
22 regarded as so extreme and outrageous as to permit recovery
23 or whether it is necessarily so.

24 Where reasonable men differ it is for the jury
25 subject to the control of the Court to determine whether in

1 the particular case, the conduct has been sufficiently
2 extreme and outrageous to result in liability. So jury,
3 your finder of fact. It's citing Restatement (Second) of
4 Torts section 46.

5 Mr. Devney must prove that the defendants' conduct
6 was extreme and outrageous and that the defendant
7 intentionally or recklessly caused the plaintiff to suffer
8 emotional harm, Kanzler v. Renner 937, P.2d, 1337, Wyoming
9 1997.

10 The Court must make initial determinations
11 regarding the outrageous conduct of the conduct and the
12 severity of the emotional -- of the emotional distress.

13 With regard to whether or not Mr. Thatcher's
14 conduct was extreme and outrageous, the evidence is to the
15 conduct -- or to the contrary.

16 This case presents an interesting issue related to
17 the "egg shell" or "thin skulled" plaintiff.

18 There was significant testimony that Mr. Devney
19 was going through therapy at the time this happened and that
20 he suffered significant trauma as a child in a similar
21 situation that was triggered when the events in question
22 occurred. The law relating to those issues is interesting.

23 Restatement (Second) of Torts Section 461 sets out
24 the "thin skulled" doctrine, which says that the tortfeasor
25 takes his victim as he finds him.

1 The negligent actor is subject to liability for
2 harm to another although a physical condition of the other,
3 which is neither known or should be known to the actor makes
4 the injury greater than that which the actor as a reasonable
5 man should have foreseen as a probable result of his
6 conduct.

7 The law in Wyoming starting with Britton v. State
8 643 P.2d, 935 Wyoming 1982 appears to apply those -- those
9 concepts and I think very clearly that is what the law in
10 Wyoming is, what the law in Wyoming is and probably
11 rightfully so.

12 But the question for the Court was whether that
13 preexisting condition, that extra sensitivity could be
14 considered in terms of liability or if it was just relevant
15 to damages.

16 I think it's pretty clear in Wyoming law
17 particularly starting with Bigley v. Craven 769, P.2d, 892
18 Wyoming 1989.

19 And then several cases after that. But this
20 really relates to the Court's determination as to damages.

21 However, the Court has come to the conclusion that
22 under either scenario, the Court finds the actions of the
23 defendants in this case did not rise to the level necessary
24 to create liability and cause Mr. Devney severe emotional
25 distress.

1 Mr. Devney signed a subsequent lease with Laramie
2 Plains after reading and being aware of the provisions at
3 issue in the previous lease. He was aware of process and
4 still decided to resign another lease understanding the
5 provisions and having experienced them.

6 The apartment was desirable because it was a nice
7 apartment with higher end finishes, a balcony, a heated
8 garage with noise restrictions.

9 The events in questions -- in question occurred on
10 March 21, the day after Mr. Devney put in his request for
11 maintenance on March 20.

12 The testimony was that maintenance requests were
13 taken care of quickly. Their request included nonemergency
14 request for repairs to the blinds and the screen doors and
15 somewhat more critical, although I don't know that it was an
16 emergency request but that the thermostat was not working
17 correctly and that it was blazing hot or that the system had
18 to be turned off.

19 The Laramie Plains rang the doorbell potentially
20 knocked when there was no response, they used a code or a
21 key to enter the residence.

22 Mr. Devney signed a lease giving Laramie Plains
23 the clear right to enter the premises at any time.

24 Mr. Devney also checked that they had permission
25 to enter on the maintenance request form although he

1 testified that he did not have the ability to change that to
2 not allow permission.

3 There was clear testimony that maintenance could
4 be requested other ways and Mr. Devney acknowledged that he
5 could have sent a text, e-mail or requested the repairs by
6 telephone specifically stating his request for prior notice.

7 Laramie Plains had entered this way to perform
8 maintenance requests previously and had irritated Mr. Devney
9 because he felt it interfered with his ability to
10 participate in work meetings uninterrupted.

11 Mr. Devney testified that he asked the -- asked
12 that they schedule maintenance but that was not honored.
13 Mr. Thatcher testified that he would have honored that
14 request if he had been asked, but he was not asked under
15 either scenario.

16 The request could have been made with a specific
17 request for prior notice and that was not done.

18 The testimony from both sides about the event in
19 question is truly as I said consistent.

20 There is no evidence that Mr. Thatcher or
21 Mr. Ours knew that Mr. Devney was naked under the blanket
22 until the end of the incident even though Mr. Devney
23 testified that he was -- that he said he was indecent at the
24 beginning, he acknowledged that they were talking over him.
25 And he also admitted that he did not want them to know he

1 was naked for some period of time because he was
2 embarrassed.

3 After the request to leave they left within a
4 minute or two by both sides account even though Mr. Devney
5 was very upset about the occurrence in particular given his
6 terrible childhood experiences.

7 There is no evidence that the defendants' conduct
8 was extreme or outrageous. There is no evidence to
9 establish that they knew Mr. Devney was naked until the very
10 end of the interaction when the wires were exposed in the
11 thermostat.

12 The blanket Mr. Devney had covering him even
13 though alleged to be a small blanket was large enough to
14 cover a man of Mr. Devney's size completely including
15 covering his head.

16 Mr. Devney, because of his sexual orientation and
17 growing up in Wyoming in the '90s and 2000s was concerned
18 that this incident was related to his sexual orientation as
19 was the Court.

20 However, the testimony on this subject was
21 insufficient to support that concern. There was limited
22 testimony that Mr. Thatcher may have known this but no
23 corresponding actions, such as comments exclude g Mr. Devney
24 from get togethers, harassing behavior or anything else.

25 To the contrary, the evidence shows that the

1 correspondence to Mr. Devney was professional, but even more
2 so. I mean, it's generally kind and welcoming.

3 Mr. Devney was invited along with the other
4 residents to barbecues and parties with give aways, even the
5 e-mail about the noise complaint was handled professionally
6 by Laramie Plains.

7 Mr. Devney did not testify to any comments or even
8 any behavior by the defendants that would support his claim.

9 The parties agree that it was a very short time
10 between when the request to leave was made and Mr. -- and
11 when Mr. Thatcher and Mr. Ours left?

12 There was nothing extreme or outrageous about what
13 happened in this claim -- In this case?

14 As to the claim of intentional infliction of
15 emotional distress, the Court finds for the defendants.

16 Mr. Tangeman, would you draft a short order
17 incorporating by reference the Court's oral ruling in this
18 matter.

19 MR. TANGEMAN: Yes, Your Honor. Gina -- Your
20 Honor, would you like a transcript of the Court's order
21 attached to the short order?

22 THE COURT: I will leave that up to the parties it
23 can either by reference or attached. I'm okay either way.

24 MR. TANGEMAN: Thank you, Your Honor.

25 THE COURT: Thank you.

1 Anything else from the plaintiff?
2 MS. SURBER: Nothing further, Your Honor.
3 THE COURT: Anything else, Mr. Tangeman?
4 MR. TANGEMAN: No, Your Honor.
5 THE COURT: Court will stand in --
6 MR: It was important. Thank you, Your Honor.
7 THE COURT: Court will stand in recess.
8 (Proceedings adjourned at 3:02 p.m.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 STATE OF WYOMING)
2) SS
3 COUNTY OF ALBANY)
4

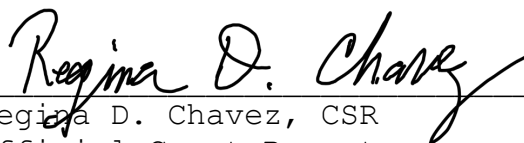
5 REPORTER'S CERTIFICATE

6 I, Regina D. Chavez, do hereby certify that I am a
7 Certified Shorthand Reporter.

8 I further certify that this hearing was taken in
9 shorthand by me at the time and place herein set forth and
10 was thereafter reduced to typewritten form, and that the
11 foregoing constitutes a true and correct transcript.

12 I further certify that I am not related to,
13 employed by, nor of counsel for any of the parties or
14 attorneys herein, nor otherwise interested in the result of
15 the within action.

16 In witness whereof, I have affixed my signature in
17 this 11th day of November, 2025.
18

19
20 
21 Regina D. Chavez, CSR
22 Official Court Reporter
23 2nd Judicial District
24 525 Grand Avenue, Suite 303
25 Laramie, Wyoming 82070
(307) 721-5564
gchavez@courts.state.wy.us