

FILED



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

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

JUDGMENT UPON CERTIFICATE OF COSTS

THIS MATTER, having come before the Court pursuant to Defendants’ Certificate of Costs, and the Plaintiff having had the opportunity to object to said Certificate of Costs and the Court otherwise being fully informed in the premises

THE COURT DOES FIND:

- 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Wyoming Rule of Civil Procedure 68 (b) provides that “[a]n unaccepted offer is considered withdrawn, but it does not preclude a later offer.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. Defendants claim \$602.75 in photocopy expenses and \$10.10 in postage expenses. Defendants assert that these costs qualify as taxable costs pursuant to U.R.D.C. 501(a)(E) and (F) as well as (a)(4). Plaintiff argues that some of the expenses were incurred before the Rule 68 offer and that the itemized list does not specify which were incurred before and after the Rule 68 offer. The Court finds that it is unclear which of these costs were incurred prior to the Rule 68 offer. The

Court then moves to the analysis under U.R.D.C. 501(a)(3)(E) allowing costs of duplicating documents admitted into evidence. The Defendants do not break down the costs for copies admitted into evidence. The request for costs of photocopies and postage is denied based on the failure to specify when the costs were incurred and which copies were admitted into evidence.

7. Defendants also seek to recover the costs of airfare and hotel for their witness, Mr. Ours. Under Rule 501(a)(3), witness fees are allowed for mileage and a daily rate. However, the Defendants are also entitled to recover costs based on their Rule 68 offer. The Court finds that the airfare requested is relatively close to the amount that would be allowed as mileage under Rule 501 and that the airfare of \$610.52 is reasonable and recoverable. The Defendants also request payment of the cost of Mr. Ours hotel for three nights. The Court finds that, given the distance Mr. Ours had to travel, the distance from the airport to the trial and the length of Mr. Ours testimony at the trial, two nights are reasonable and recoverable. The total allowed for the lodging is \$449.74.

8. The final request for costs is for reporter fees and deposition transcripts. Rule 501(a)(3)(C) clearly defines recoverable costs. The Court finds that the depositions were necessary for the preparation of the case as they were of the Plaintiff and the treating counselor where counseling costs were a significant portion of the damages sought. Both depositions were used at trial for impeachment or refreshing recollection as set forth in Rule 501(a)(3)(D)(II). The only cost not recoverable under Rule 501 is appearance fees of \$175.00 and \$250.00. These costs were incurred prior to the Rule 68 offer so the appearance fees are not recoverable. The recoverable deposition costs are \$1,392.86.

WHEREFORE IT IS HEREBY ORDERED that costs in the amount of two thousand four hundred and fifty-three dollars and twelve cents (\$2,453.12) are awarded to the Defendants

Laramie Plains Properties, LP and Mr. Trevor Thatcher. It is further ordered that interest shall accrue against Judgment in the amount of 10% per year as allowed by W.S. § 1-16-102 (a).

DATED this 2nd day of December, 2025.



CERTIFIED

TO BE A FULL TRUE
AND CORRECT COPY
2024-CV-0036328

12/02/2025

Stacy Lam

Stacy Lam

Clerk of District Court

Filed By: Michelle Trabing

BY THE COURT:

HON. MISHA WESTBY
DISTRICT COURT JUDGE

Copies To:
Jordyn Surber
Jason Tangeman

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By: Michelle Trabing

Deputy Clerk

Albany County Clerk of District Court