

2018
IDAHO HIGH SCHOOL
MOCK TRIAL CASE

Mills Property Management. LLC
vs.
Skylar Bloomington



IDAHO LAW FOUNDATION



Helping the profession serve the public

15 November 2017

Dear Mock Trial Teams:

Welcome to the *2018 Idaho High School Mock Trial* season! All of us at with the Law Related Education Program look forward to working with you throughout the season.

The Mock Trial Case Committee is excited to provide you the opportunity to try this civil case that deals with landlord and tenant issues. Our hope is that this case will give you the chance to grapple with some interesting legal issues while getting to know some interesting characters and learning a little bit about the Fair Housing Act during the 50th anniversary of its passing.

Case materials were developed by the 2018 Idaho Mock Trial Committee including Rob Adelson, Brenda Bauges, Alison Brace, Greg Dickison, and Zoe Ann Olson. Materials were reviewed by Ritchie Eppink, Lisa Nordstrom, and Tracy Oneale. Thank you to everyone for their hard work, dedication, and invaluable assistance. You made both the process and the case very meaningful.

Mock trial could not operate without the generous contributions of our donors and volunteers. The Idaho Law Foundation's Law Related Education Program would like to thank the many individuals and organizations who provide ongoing support for our program.

As you participate in the mock trial season, please remember the many people who make this competition possible. Teacher sponsors and attorney coaches will likely spend countless hours helping prepare teams for competition. You will also meet judges, coordinators, and staff members who gladly give their time to support the mock trial program. Make sure you thank all these people for their commitment to making the mock trial program a wonderful experience for you.

Please feel free to contact me at (208) 334-4500 or cshoufler@isb.idaho.gov with any questions or concerns at any time throughout the season. Best of luck to you and your team as you prepare for the 2018 mock trial season.

Cheers!

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Case Background

Skylar Bloomington has been living in the River Point Apartments, owned by Mills Property Management, in Payette, Idaho since 2013. On New Year's Eve, 2016, while at a tenant's party at River Point, Skylar had an altercation with his/her significant other that resulted in Skylar being arrested and jailed.

Through an agreement with the Third District Mental Health Court, Skylar was put on probation. One of the conditions of his/her probation was that s/he had to seek treatment for what Skylar claimed to be depression. Skylar's therapist, Dr. Addison Fletcher diagnosed Skylar as having bipolar disorder and as part of Skylar's treatment suggested Skylar work with a companion animal. In June, 2017 Skylar adopted his/her dog, Asta.

Six months later Brett Mills, President and CEO of Mills Property Management, sent Skylar a Notice to Comply or Vacate, indicating Skylar's dog violated both his/her lease agreement and a Payette City Ordinance banning so-called bully breed dogs. Several days later, Mills Property Management filed a Complaint with the Third District Court in Payette seeking to evict Skylar from the River Point Apartments.

Disclaimer

This is a work of fiction. The names, characters, businesses, organizations, places, events, and incidents herein are the product of the authors' very vivid imaginations.

Version Changes & Clarifications

Version 1.0

Version 1.0, dated 15 November, 2017 does not include any changes.

Final Version

The final version of the case, dated 1 February, 2018, addresses the following questions and answers submitted by teams.

Q: Will there be a jury instruction that addresses the principal-agent relationship?

A: The following stipulation will be added to the final case: "The assistant manager of the River Point Apartments was at all relevant times the agent of Mills Property Management, LLC, and was at all relevant times acting within the scope of his/her

authority. However, the parties do not stipulate that Bloomington delivered anything to the assistant manager.”

Q: Exhibit 1, paragraph 7 (p. 51) references a property condition report. Does such a thing exist, and will you provide it to us?

A: This section will be removed from the lease in the final case materials.

Q: Exhibit 1, paragraph 35 (p. 57): Should “Notice to Terminate” be a separate lease provision.

A: Yes. The final case materials will include “Notice to Terminate” as a separate lease provision and “month-to-month” will be changed to “year-to-year.”

Q: In the “Notice to Terminate” will you include a provision regarding the termination on three days’ notice for breaking the lease?

A: No. The case materials are correct as written.

Q: Exhibit 3 references an attachment that appears nowhere in the case materials.

A: The date in the letter in Exhibit 3 will be changed from 2 July, 2017 to 10 April, 2017. See also, Stipulation #3.

Q: Are we limiting the number of state qualifiers to two per school?

A: Yes. See Rule 3.1 in the Rules of Competition.

Q: What legal authority can we rely upon for this case, statutes?

A: All legal authority necessary to present the case is contained in the case materials. No reference to outside sources is allowed.

Q: Is the room number on Exhibit 11 correct as printed?

A: No. The apartment number will be changed to Unit 25 in the final version of the case materials.

Q: In an earlier clarification you addressed principal/agent relationship as it relates to the assistant manager of River Point Apartments. Could you please offer legal guidance on principal/agent relationship as it relates to Pinkerton?

A: The case materials are correct as written.

Q: Does the adjustment regarding the apartment number on Exhibit 11 weight the case toward the plaintiff?

A: The case materials are correct as written.

Q: In Brett Mills statement on page 16 (lines 88-90) s/he indicated the dog was removed from the residence. Is this correct?

A: The language will be changed to read: “Needless to say, as soon as I found out about it, which regrettably was not until December 27, 2017, I immediately started the process to evict Bloomington and the animal from Bloomington’s unit with neither process nor delay. I wanted them both gone.”

Q: On line 167 of Pinkerton’s statement, s/he states that the bite didn’t break the skin, but in Exhibit 7, it appears that the bite punctured the skin. Which is correct?

A: No further guidance will be provided for this question. The case materials stand as drafted.

Stipulations

1. The amount of damages to be awarded does not need to be proven. The matter of the amount and kinds of damages to be awarded, if any, will be addressed in a subsequent trial, if necessary.
2. Brett Mills appeared in court for the citation on January 10, 2018 and plead not guilty to the misdemeanor offense of harboring a dangerous dog. The trial date is set for April 15, 2018. Mills has waived his/her 5th Amendment privilege and will testify in the present case.
3. The attached letter referenced in Exhibit 3 has been verified to be a copy of Exhibit 5.
4. Ash Masterson may testify to the identification of the dog through the use of RIFD technology. This stipulation goes to the admissibility of the evidence, not to its weight or credibility.
5. All exhibits included in the case materials are authentic and accurate representations of the items they depict, and the proper chain of custody with regard to the exhibits has been maintained. All parties must still use the proper procedures

for admitting exhibits into evidence, and all exhibits are subject to objection other than as to their authenticity.

6. The signatures and signature representations (items marked with /s/) on the witness statements and all other documents, including exhibits, are authentic. No challenges based on the authenticity of witnesses' signed documents will be entertained. Each witness was given an opportunity to update or amend his/her statement shortly before trial, and no changes were made.
7. The dates of witness statements are not relevant and are not included. No challenges based on the dates of the witness statements will be entertained. All statements were taken after the alleged incidents but before trial.
8. The jurisdiction and venue are proper.
9. All parties have agreed to the jury instructions.
10. Each witness can be portrayed by a student of either gender. Any instances where a witness is referred to as only "him" or "her" or only "he" or "she" is inadvertent.
11. It is anticipated that the trial time will not permit the use of all the exhibits provided in the following materials. Each party should select and use only those exhibits that best support and illustrate that party's theory of the case.
12. The assistant manager of the River Point Apartments was at all relevant times the agent of Mills Property Management, LLC, and was at all relevant times acting within the scope of his/her authority. However, the parties do not stipulate that Bloomington delivered anything to the assistant manager.

Complaint

Jem Trotter
Adelson, Bauges, Brace, Dickison & Shoufler, P.A.
Attorneys for Plaintiff
By: Jem Trotter, Attorney at Law
1983 Main Street
Nampa, ID 83651
ISB No. 013087

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO AND FOR THE COUNTY OF PAYETTE**

MILLS PROPERTY MANAGEMENT, LLC)	
)	
	)	Plaintiff
vs.	)	Case No. IDMT2018
	)	COMPLAINT
SKYLAR BLOOMINGTON,)	
)	
	)	Defendant

COMES NOW Brett Mills, manager and sole member of Mills Property Management, LLC, the above-named Plaintiff, by and through his/her attorneys, and files this Complaint against Defendant, Skylar Bloomington, by alleging and complaining as follows:

JURISDICTION AND VENUE

- 1) Plaintiff, Mills Property Management, LLC, is a for-profit investment company, whose principal place of business is located in Nampa, Idaho.
- 2) Defendant, Skylar Bloomington, is a resident of Payette, Idaho.
- 3) The parties are subject to the jurisdiction of Idaho state courts under Idaho Code § 5-514(a).
- 4) The Idaho State District Court for the Third Judicial District of Payette County has original jurisdiction over this matter under Idaho Code § 1-705 and venue is appropriate within Payette County under Idaho Code § 5-404.

GENERAL ALLEGATIONS

- 5) River Point Apartments is a single-family residential complex comprised of 130 apartment units located at 114 17th Avenue North in the City of Payette, County of Payette, State of Idaho. The River Point Apartments complex is less than five acres in size.
- 6) River Point Apartments is owned and operated by Plaintiff Mills Property Management, LLC.
- 7) Brett Mills is authorized to act by and on behalf of Mills Property Management, LLC.
- 8) On or about June 1, 2013 the Defendant, Skylar Bloomington, signed a written lease for River Point Apartments unit 25 (“the Premises”). The lease is attached as Exhibit 1.
- 9) The Defendant is currently in possession of the Premises.
- 10) The Defendant is in default of section 13 of the lease, in that the Defendant keeps a pet on the Premises, to wit: a dog.
- 11) The Defendant is also in default of section 22 of the lease, in that the Defendant is occupying the apartment in violation of the law, to wit: the Defendant’s dog is a dangerous dog, the possession or harboring of which is prohibited by Payette city code section 5-5-1, *et seq.*
- 12) The Defendant is also in default of section 22 of the lease, in that the Defendant’s dog is a nuisance.
- 13) The Plaintiff has sustained damages as a result of the Defendant’s violation of the terms of the lease, in that the Plaintiff was served with a citation for harboring a dangerous dog in violation of Payette city code section 5-5-1 *et seq.* and is subject to a fine in the amount of \$1,000.00 and 180 days in jail. A copy of the citation is attached as Exhibit 6.
- 14) The Plaintiff has sustained further damages as a result of the Defendant’s violation of the terms of the lease, in that Defendant’s dog did damage to the Premises in an amount estimated to be at least \$11,000.

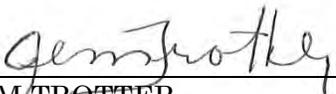
- 15) On December 28, 2017 notice was served on the Defendant to either comply with the terms of the lease or vacate the Premises, pursuant to Idaho Code Sections 6-303 and 6-304. A copy of the notice and proof of service is attached as Exhibit 2.
- 16) As of the date of the filing of this Complaint the Defendant has not complied with the terms of the lease and has not vacated the Premises.
- 17) Plaintiff is entitled to possession of the Premises.
- 18) The Defendant is mentally competent and over the age of 18.
- 19) The Defendant in this case is not a member of the uniformed services as defined by the Service Members Civil Relief Act of 2003.

PRAYER FOR RELIEF

WHEREFORE, Mills Property Management, LLC requests and prays that judgment be entered against Defendant Skylar Bloomington as follows:

- A) Restoration of the premises to the Plaintiff;
- B) Restitution for damage to the apartment in an amount to be proven at trial;
- C) Such other relief as shall be deemed just and proper.

DATED this 2nd day of January, 2018



JEM TROTTER
Adelson, Bauges, Brace, Dickison &
Shoufler, P.A.

I, Brett Mills, am the manager and sole member of Mills Property Management, LLC, the Plaintiff in this matter. I have reviewed the foregoing Complaint, and verify that the facts and allegations contained therein are true and correct to the best of my knowledge and belief.



Brett Mills
CEO, Mills Property Management, LLC

Answer & Counterclaim

Bendini, Lambert & Locke
Attorneys for Defendant
By: Micah Thompsen, Attorney at Law
1997 River Street
Payette, ID 83661
ISB No. 069142

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO AND FOR THE COUNTY OF PAYETTE**

MILLS PROPERTY MANAGEMENT, LLC)	
)	
	)	Plaintiff
vs.	)	Case No. IDMT2018
)	
	)	ANSWER AND
SKYLAR BLOOMINGTON,	)	COUNTERCLAIM
)	
	)	Defendant

COMES NOW, Defendant, Skylar Bloomington, by and through his/her attorneys of record, and hereby submits this Answer to the Complaint:

- 1) Defendant ADMITS paragraphs 1-9 of the Complaint.
- 2) The Defendant ADMITS the allegation in paragraph 10 of the Complaint that Plaintiff keeps a dog on the Premises. The Defendant DENIES the remainder of paragraph 10 of the Complaint, in that said dog is not a pet, and that the keeping of said dog is not a violation of the lease.
- 3) The Defendant DENIES paragraphs 11-14 of the Complaint.
- 4) Defendant ADMITS paragraphs 15 of the Complaint.
- 5) The Defendant DENIES the allegation in paragraph 16 of the Complaint that the Defendant has not complied with the terms of the lease. The Defendant ADMITS the allegation in paragraph 16 of the Complaint that the Defendant has not vacated the Premises.
- 6) The Defendant DENIES paragraph 17 of the Complaint.
- 7) The Defendant ADMITS paragraphs 18-19 of the Complaint.

AFFIRMATIVE DEFENSES

As Affirmative Defenses to the Complaint, the Defendant states as follows:

- 1) Plaintiff consented to the presence of the dog when Plaintiff had actual or constructive notice that Defendant had the dog and failed to object to the presence of the dog.
- 2) Plaintiff waived Section 14 of the lease agreement when Plaintiff had actual or constructive notice that Defendant had the dog and failed to object to the presence of the dog.
- 3) Plaintiff's attempt at eviction is an act of unlawful discrimination against the Defendant, in that the Plaintiff is attempting to evict the Defendant because s/he is handicapped or disabled, which is prohibited by 42 U.S.C. 3602(h) and 3604(f), and Idaho Code Sections 67-5902(15) and 67-5909(8).

COUNTERCLAIM

In addition to the Answer and the Affirmative Defense set forth above, the Defendant makes the following Counterclaim against the Plaintiff:

- 1) On or about a date between March 27, 2017 and April 10, 2017 Bloomington was diagnosed by Dr. Addison Fletcher with bipolar disorder.
- 2) Bipolar disorder is a handicap as defined by 42 U.S.C. 3602(h) and Idaho Code Section 67-5902(15).
- 3) Fletcher prescribed a companion animal for Bloomington in a letter dated April 10, 2017.
- 4) On or about June 5, 2017 Bloomington acquired a dog pursuant to Fletcher's recommendation.
- 5) On or about August 9, 2017 Bloomington notified Mills Property Management of the dog by telling the assistant manager of the River Point Apartments that s/he had acquired the dog as a companion animal, and providing the assistant manager with a copy of Fletcher's letter.
- 6) On December 28, 2017 Mills served Bloomington with a 3-day notice to quit the premises because of the dog.

7) Mills' action constitutes unlawful discrimination pursuant to 42 U.S.C. 3604(f) and Idaho Code Section 67-5909(8).

WHEREFORE, Bloomington prays for judgment against Mills Property Management, LLC in the form of an order that Bloomington be allowed to remain in possession of the Premises, for compensatory and punitive damages, including damages for pain, suffering, and emotional distress, and for such other relief as the court deems just.

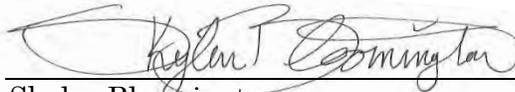
DATED this 8th day of January, 2018.



By: Micah Thompson

For Bendini, Lambert & Locke
Attorneys for Defendant, Skylar Bloomington

I, Skylar Bloomington, am the Defendant/Counterclaimant in this matter. I have reviewed the foregoing Answer and Counterclaim, and verify that the facts and allegations contained therein are true and correct to the best of my knowledge and belief.



Skylar Bloomington

Response to Counterclaim

Jem Trotter
Adelson, Bauges, Brace, Dickison & Shoufler, P.A.
Attorneys for Plaintiff
By: Jem Trotter, Attorney at Law
1983 Main Street
Nampa, ID 83651
ISB No. 013087

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO AND FOR THE COUNTY OF PAYETTE**

MILLS PROPERTY MANAGEMENT, LLC)
)
Plaintiff) Case No. IDMT2018
vs.)
) **RESPONSE TO**
SKYLAR BLOOMINGTON,) **COUNTERCLAIM**
)
Defendant)

COMES NOW Brett Mills, manager and sole member of Mills Property Management, LLC, the above-named Plaintiff, by and through his/her attorneys, and files this Response to Counterclaim as follows:

- 1) Plaintiff, Mills Property Management, LLC, denies each and every allegation in Defendant's Counterclaim.

DATED this 22nd day of January, 2018



JEM TROTTER
Adelson, Bauges, Brace, Dickison &
Shoufler, P.A.

I, Brett Mills, am the manager and sole member of Mills Property Management, LLC, the Plaintiff in this matter. I have reviewed the foregoing Response to Counterclaim, and verify that the facts and allegations contained therein are true and correct to the best of my knowledge and belief.

A handwritten signature in cursive script that reads "Brett Mills". The signature is written in black ink and is positioned above a horizontal line.

Brett Mills
CEO, Mills Property Management, LLC

Pretrial Order

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO AND FOR THE COUNTY OF PAYETTE**

MILLS PROPERTY MANAGEMENT, LLC)	
)	
	)	Plaintiff) Case No. IDMT2018
vs.)	
	)	PRETRIAL ORDER
SKYLAR BLOOMINGTON,)	
)	
)	
	)	Defendant)

On January 29, 2018, the parties appeared before this court for a pretrial hearing. Based on the discussions of counsel and the court, the court is now ready to issue its pretrial order.

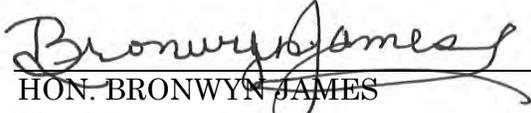
First, this case is somewhat procedurally unusual, so for the benefit of any reviewing court here is the background on how it got from there to here.

Plaintiff Mills Property Management, LLC (“Mills”) filed a claim for eviction against defendant Skyler Bloomington (“Bloomington”). The claim was based on Bloomington allegedly possessing a dog in violation of the lease. Bloomington filed an answer which denied the claim and which included affirmative defenses. All of that is perfectly normal and part of a judge’s day’s work.

Bloomington also filed a counterclaim under the Idaho and federal Fair Housing laws. That was unusual in that there is an administrative process that claimants usually avail themselves of in order to achieve a negotiated settlement with much less time and cost. In fact, Idaho law requires that a complaint be filed with the Idaho Human Rights Commission as a condition precedent to filing a claim in district court (Idaho Code Section 67-5908(2)). This was discussed at the various motion hearings that attended this case. To comply with the formal statutory requirements Bloomington filed a complaint with the IHRC, but both parties are of the opinion that a settlement is impossible. Indeed, this court strove valiantly to help the parties negotiate a settlement with absolutely no success.

This case is also unusual in that federal housing law violations are typically heard in federal court. However, there are two circumstances which make that difficult for the parties. First, while a federal court will hear Bloomington's housing claim, it will not hear Mills' eviction claim. Second, the federal dockets are full, and neither party is inclined to let this case languish. It is permissible and not unusual for state courts to try cases based on federal housing law. It is all the more practical to do so when the complaint involves claims under the Idaho Human Rights Act. The parties have stipulated that this court should hear all the claims together at the earliest possible date.

THEREFORE, it is the order of this court that this matter proceed to jury trial beginning on February 9, 2018.


HON. BRONWYN JAMES
Third District Judge

Witness Statements

Plaintiff Witness Statements

Brett Mills, President & CEO of Mills Property Management

1 My name is Brett Mills. I'm 36 years old and am the President and CEO of Mills
2 Property Management, or as we call it MPM. My family is known throughout Idaho. We're
3 a real estate family. We're not glamorous like metropolitan real estate tycoons. No steel and
4 glass towers, no municipal projects, no luxurious residential developments with streets of
5 McMansions. That's not our niche. Our niche is low margins – efficiency and close attention
6 to the numbers. We're not trying to impress people with our glamorous holdings and
7 lifestyle. We focus on finding property at a good deal, operating on lean budgets, and
8 providing affordable housing to folks who aren't upwardly mobile, so to speak.

9 My grandfather started in this business in the 1930s, and my father continued from the
10 1980s, and I took over in 2012, when my father was unfortunately sent to live for a time in
11 a correctional facility as a result of a “tax evasion” issue. It's too bad Daryl Pinkerton got
12 caught up in that mess. I don't care what anyone says; Daryl would never lie to protect
13 anyone, not even my father. My dad was very generous to Daryl, but dad never expected
14 any “favors” because of that. Unfortunately, we had to officially let Daryl go after that. True
15 or not, even the allegation that s/he had helped in a cover-up was enough to destroy his
16 reputation. I've kept him/her on in an unofficial capacity, giving him/her a place to live in
17 exchange for some light security work.

18 Well, I may have been born into the business but it's never been my intention to stray
19 from what made MPM great in the first place. I am certainly qualified: my undergraduate
20 degree is from the University of Idaho, the state's land grant institution, and I have an
21 MBA with a focus in real estate from the University of California, Haas School of Business
22 at Berkeley. I stay true to maintaining the MPM niche and defending it from competitors.

23 But our business model depends on running lean and we are committed to eliminating
24 waste and inefficiencies from top to bottom. Our headquarters are modest, our benefits are
25 modest, and our properties are not luxurious, but they are safe and clean. We're not cheap,
26 we're frugal; we know who we are, who our market is, and we're honest about that. It's
27 worked for more than eighty years and I'm not changing anything.

28 Some have called MPM ruthless and in a sense we are. We are not bad corporate
29 citizens, though. For years MPM has supported ProTest, a California-based group
30 campaigning in support of continued animal testing for advanced scientific research. We've
31 also spent countless hours educating the public in support of more efficient unlawful
32 detainer laws to make life easier for small business owners.

33 Of course, we aren't slum lords – we are real estate professionals and have a group
34 focused on evaluating our properties within larger market trends and leveraging those
35 trends to maximize returns on our investments. We actively work to leverage the migration
36 of Californians into the Idaho market. For example, many southern Californians have been
37 moving to the Meridian and Eagle areas so we develop existing MPM properties in those
38 areas into property profiles consistent with the expectations of the new population. We do
39 the same with Northern Californians migrating to the North End of Boise and with our
40 properties in more rural locations like Payette, Middleton, and Emmett. Northern
41 Californians have a different set of expectations, as do folks migrating from less urban
42 areas such as Sacramento or Bakersfield. MPM is constantly studying how market trends
43 affect property values.

44 So those are the concurrent philosophies that make up the foundation of MPM's success
45 – commitments to efficiency and knowing market and trends. As a real estate developer, I
46 oversee the three primary aspects of our business – management of existing properties, the
47 strategic purchase of new properties, and the improvement and sale of current properties to
48 increase profits.

49 So let's cut to the chase. I know why we're here. You need some information for the
50 Skylar Bloomington lawsuit against one of MPM's more affordable locations – River Point
51 Apartments. This is not the first lawsuit against MPM or one of our properties and it won't
52 be the last. Our philosophy with litigation is the same as our business – we never settle and
53 we insist on a good deal. We make great deals in everything we do. The best.

54 So I may be at the top of MPM but I remain heavily involved of all of the day-to-day
55 activities and decision making in each property. That was my grandfather's approach; it
56 was my father's approach. We're all proud workaholics and micromanagers. That's part of
57 our formula for success. So I'm intimately familiar with the circumstances which gave rise
58 to the Bloomington lawsuit.

59 The lawsuit arises from something that's common to all of our properties: our near
60 constant goal of creating efficiencies with our properties by avoiding frequent capital
61 expenditures like renovations, landscaping, etc. We keep our rents down by maintaining
62 properties that have solid, well-built facilities that are not subject to the whims of what I
63 call the interior design complex. Our properties' appearances are based upon traditional
64 looks that don't need regular updating based upon whatever's trending on HGTV. One
65 element of this philosophy is our abiding commitment to a pet free environment policy. One
66 element of our property maintenance and preservation plan is to keep animals from
67 degrading our facilities. MPM has no interest in regularly replacing carpets, walls, doors,
68 and fixtures because an animal has torn them apart. If a prospective resident wants a place
69 suitable for pets then they should look elsewhere. This is true of all of our properties. It's a
70 standard provision in every lease agreement we use.

71 First of all, I had no idea Skylar was crazy – or even that s/he claimed to be crazy. I
72 know enough landlord/tenant law to know that someone at least has to ask if they want a
73 companion animal, and they have to have a reason for it. A tenant can't just bring in a pet
74 any time they feel like it. And I also know that the law does not require me to let animals
75 in. I have to make a "reasonable accommodation." It doesn't say I have to run a zoo.

76 Besides, Skylar lied to me. I'll tell you about that later, but let me tell you first how I
77 found the dog. As part of our property maintenance and preservation plan we conduct
78 annual inspections on all of our properties – and this includes unit by unit inspections on
79 every single property. I don't go on each inspection but I try to go on as many as possible to
80 ensure compliance with our policies. I want all of our employees to know that all of our
81 policies require strict compliance. I've found that my frequent appearances encourage the
82 expected compliance. Upon the annual inspection of the River Point Apartments, which
83 Pinkerton did in October 2017, s/he discovered that the unit occupied by Bloomington
84 contained an animal. Not just any animal; an animal that, in addition to accelerating the
85 unit's maintenance and preservation cycle, could very likely subject MPM to an increased
86 likelihood of liability from both sue happy lawyers and city authorities. The animal is a
87 member of the "bully breed", known for the damage it inflicts upon property and people and
88 expressly prohibited within city limits. Needless to say, as soon as I found out about it,
89 which regrettably was not until December 27, 2017, I immediately started the process to

90 evict Bloomington and the animal from Bloomington's unit with neither process nor delay. I
91 wanted them both gone.

92 Unfortunately, I learned later that day from River Point's assistant property manager
93 that our facility had already received a citation from the City for violating the bully ban
94 ordinance. It's not the first violation we've received – we've been cited for silly
95 environmental regulations on property that had previously been used as a laundry facility
96 but that doesn't really matter because nobody died or had a child with three eyes. People
97 are so biased against corporations – even the good ones like MPM. I was not happy about
98 receiving another citation. When I am not happy I call my lawyers. Bloomington was served
99 with an eviction notice the next day for breaching our pet free environment policy. I also
100 fired the assistant property manager. Apparently, that dog had been on the property for
101 some time. If she had told me about the citation immediately I could have dealt with this
102 problem before all the damage was done. I have no room for that kind of incompetence. It
103 wasn't the first time she had done this, but it was darn sure the last.

104 Apparently, Bloomington is a special snowflake who believes the law does not apply to
105 her/him. That's why we have another lawsuit. We've been sued many times in the past.
106 Silly "civil rights" matters, and, of course, that environmental case I mentioned earlier at
107 the former laundry facility. What's more important: clean clothing or the ability to have a
108 garden in your backyard? Hippies. We've also been sued for so called "investor
109 misrepresentation" and "tax issues." That'll happen to any successful business, though.

110 Anyway, Bloomington found a group of ham-and-egggers willing to sue both MPM and
111 the City. The service animal ruse is really just a pretext for circumventing the property's
112 pet free environment policy. MPM can prove that.

113 Which brings me to Pinkerton. Daryl Pinkerton has been a trusted private investigator
114 for the Mills family for over twenty years. Pinkerton has lived at River Point for years and
115 performs investigative work for my family and me in exchange for rent. Pinkerton
116 conducted an investigation into Bloomington on my behalf and s/he has uncovered evidence
117 that Skylar's claim to need a service animal is a sham. S/he can tell you all about that. In
118 July 2017 Daryl did mention to me that s/he suspected Skylar had a dog in the apartment
119 and told me what s/he had seen. I knew that Skylar had been asking before about a pet and
120 I figured this was his/her attempt to sneak one in. I went immediately to Skylar's

121 apartment to see what was going on. I knocked on the door, and Skylar opened it just
122 enough to put his/her head out. It was dark in the apartment and the door wasn't open very
123 much, so I couldn't see in the apartment. I asked Skylar if s/he had a dog, and Skylar said,
124 "No." I reminded Skylar about the "no pets" policy and said that under no circumstances
125 could Skylar have a dog. Skylar just kept nodding his/her head, said, "Okay," and closed the
126 door. I stood outside for a couple of minutes to try to hear any animal sounds coming from
127 the apartment, but I didn't hear anything. I decided the problem was solved and left.

128 I do wish Daryl had let me know earlier about his/her suspicions so I could have dealt
129 with it before all the damage was done. I can't keep track of everything myself. I need good
130 people I can rely on, and when they don't communicate it leads to trouble.

131 Anyway, the damage Skyler's dog did to the apartment is unbelievable. Skylar claims
132 the only damage is to a window sill. I did see the damage in Skylar's picture, but that
133 picture doesn't come close to telling the whole story. I have to replace - not clean, mind you,
134 but replace - carpets, subfloor, trim, doors, and paint. There is no way you can call what
135 that dog did "normal wear and tear." I have a picture of it. This is just one section of the
136 living room, but the entire place needs to be repaired. The contractor estimated \$11,000 to
137 get the place back to normal. That's money out of my pocket, since the insurance won't
138 cover it if I'm found guilty of harboring a bully breed dog that I knew nothing about. I won't
139 be, because MPM doesn't settle. MPM fights. As for Skylar, even if the dog didn't cause all
140 that damage, someone did, and Skyler is responsible for the condition of the apartment.
141 Even if I hadn't discovered the dog I could have evicted him/her for the damage to the
142 apartment. S/he's still responsible for that.

143 Yes, I received Skylar's note and the letter from Dr. Fletcher. But as far as I'm
144 concerned, it's too late. Skylar had two options: comply with the lease or move out. There
145 was not a third option, so I had no other choice but to take this issue to court. Skylar just
146 had to do this the hard way.

147

148

WITNESS ADDENDUM

149

I have reviewed this statement and I have nothing of significance to add at this time.

150

The material facts are true and correct.

Signed:

A handwritten signature in black ink that reads "Brett Mills". The signature is written in a cursive style with a horizontal line underneath it.

Brett Mills

Ash Masterson, Animal Control Officer, City of Payette

1 My name is Ash Masterson. I am a 42-year-old Animal Control Officer with City of
2 Payette. It took me a while to “find my joy,” you know? I couldn’t figure out what I wanted
3 to be while I was in school so I wound up getting bachelor degrees in a whole bunch of
4 things: communications, criminal justice, art history (don’t ask about that one), a couple of
5 others. It took me a while to get out of school and then when I did I just couldn’t seem to
6 find my place. I was a paralegal for a while at a firm that did personal injury. Now there is
7 an area that tugs at your heart strings. We had one case where a small child, Janie Jones,
8 was attacked by a neighbor’s “pet” pit bull, tore up her face something awful, and she had a
9 permanent limp from the experience. I had to do a lot of digging for that case on bully
10 breeds, various laws related to bully breeds, and other evidence for why the neighbor
11 should have known that keeping that kind of animal was “inherently dangerous” as the
12 lawyers say. We won that case, and that little girl was given enough money to take care of
13 herself for a long time. I would rather get a stick in the eye than be a lawyer, but man that
14 case was satisfying, and for the first time I felt a “calling” to a “career focus” (term from my
15 life coach). So I am working on this case, seeing that cities have laws against keeping these
16 kinds of beasts, and I got to thinking, heck, I should just be one of those officers that
17 enforces the bully breed laws. I looked into it further and saw that animal control officers
18 do a lot of other really neat stuff too, and well, that was all she wrote as they say.

19 So, at 32 years old, I finally started a career that would stick with me. I have been an
20 Officer for 10 years. You can call me Officer Masterson. I get real annoyed when people
21 don’t think I should go by that title, like police officers are the only people in uniform who
22 deserve respect. My job is dangerous too, you know! Anyway, don’t let me put you off of
23 asking me questions; my bark is worse than my bite. Ha ha, just some occupational humor
24 there for you. In fact, I love my job; it’s not all tag and bag ‘em. I mean, sure I have to
25 handle strays and pound puppies and annoying varmints and all that. But actually, lots of
26 times I am the person responsible for reuniting someone with their lost pet. Those are the
27 days my job is completely worth it, I love helping people.

28 Anyway, I sure am familiar with the City of Payette’s bully breed law. The correct title
29 is actually “Vicious Dogs,” we like to use the PC terms around here. The advocacy groups
30 like to call it “breed-specific legislation,” another PC term. I am the city’s expert on these
31 types of laws; it is part of my job. Cities across the country started adopting these laws

32 because of a lot of incidents involving pit bull-type dogs, or other vicious dog breeds. Think
33 dog fighting and you will get a clear picture of the kinds of breeds we are talking about.
34 Basically, these laws establish a “prima facie case,” a fancy legal word that basically just
35 means we are going to assume, that these dogs are dangerous or vicious. Which, of course,
36 they are, so the law is getting it right, in these cases at least. Payette’s law is no different.

37 Remember about 9 years back when a pit-bull attacked Mrs. Baker, that sweet old
38 woman who used to come to all the town hall meetings with homemade cookies just to say
39 hi to everyone? Yeah, it was all over the papers. It was around that time that I worked with
40 Payette to develop the Vicious Breed Ordinance that was adopted. Even though I was still
41 fairly new then, I was trusted for my expertise because of my role as the paralegal on the
42 Janie Jones Case. I became the expert because it was an area of interest and passion for
43 me; you want to know anything about our law or these laws in general? Just ask me!

44 Like any change in a community, adopting the Vicious Dog Ordinance was a contentious
45 battle. I led a lot of town hall meetings to get input from the community on specific
46 language for the ordinance. In the end, we were able to come up with something that the
47 majority of the community could get behind. Of course there are always those who will push
48 back on the rule of law, but they are the exception and not the rule. I’m thinking in
49 particular of Dr. Addison Fletcher and his/her merry band of Fruit Loops.

50 Dr. Fletcher came to every town hall, yelling and screaming – and I mean that literally
51 – about how our ordinance was violating the dogs’ rights. I mean, I love dogs just as much
52 as the next person, but come on! People like Dr. Fletcher do more harm than good to the
53 cause of animal rights. S/he’s the kind of person who would have you call fish “sea kittens”
54 to make them more appealing and discourage you from eating them. Of course, it’s obvious
55 why Dr. Fletcher wants more lax rules when you look at his/her history. I’ve lost count of
56 the number of times I or my staff have had to write up Dr. Fletcher for animal violations.
57 S/he has at least six dogs, which is two more than our city code allows, and s/he lets them
58 run all over the place. It’s out of control. Anyway, despite Dr. Fletcher’s best efforts, we
59 were able to pass a strong city ordinance banning what reasonable people believe
60 strengthens the safety of Payette.

61 Getting down to the root of the law, it essentially outlaws various pit bull breeds, and
62 some other breeds too. Take a look at the ordinance; it will give you the specifics. But pit

63 bulls are the worst. I hate pit bulls. Now don't go thinking I have some sort of prejudice,
64 this isn't just my opinion. It's a fact, pit bulls are dangerous. Read the research! All dogs are
65 genetically predisposed to certain behaviors see? Pit bulls were originally bred as protector
66 dogs way back when; they were bred to bite and hold large animals (like bulls and bears...
67 bears!) around the face. Heard of bear baiting? And when such large animal baiting was
68 outlawed, these breeds were mixed with smaller quicker breeds to create a more athletic
69 breed so they could be used to fight each other. It's apparently not entertaining to fight dogs
70 that are slow. Ever heard of Darwinism? Pit-bull breeds alive today are the result of the
71 meanest, toughest, scrappiest pit bulls of way back when, because the old dog fighting
72 owners wouldn't keep the genteel sort around right?

73 So don't get me started on the nature versus nurture argument! Yes, while you can try
74 to "nurture" out the nature in some of these dogs, there is no science to support the idea
75 that you can ever truly get rid of that nature. And to take that chance? Well, the people who
76 do take that chance and own these dogs are, well I don't know that I can finish that
77 statement politely to be perfectly honest. There is a very good reason that City of Payette
78 outlawed them. With pit bulls it isn't a matter of if they attack someone, it is a matter of
79 when. Oh I have definitely had my fair share of experiences with them. I have been bitten
80 and attacked by a pit bull breed no less than 5 times a year since I got this job, that's 50
81 times people! Seriously, people, STOP. These dogs ARE NOT PETS.

82 Sorry, as you can tell, I get real worked up about this part of my job. I am out to enforce
83 that ordinance more than any other one I deal with. 24/7, 365, if I see a pit bull, you are
84 getting a citation. Yeah, I know the lawyers try to argue something about having to prove
85 the dog is dangerous, but I say again. ALL these breeds are dangerous.

86 That ordinance is why I am here right? On December 18, 2017, I was driving on my
87 route and I saw a pit bull breed, that looked like it may have been a pit bull-boxer mix,
88 running around this apartment complex. I can spot a pit bull breed a mile away. The chest
89 of these dogs tends to be muscular and barrel shaped, the head is just a little less wide than
90 the shoulders, about two thirds. You can also tell by the way it moves, kind of hard to
91 describe.

92 I pulled into the parking lot and could see it had a collar and tag, but no owner in sight.
93 The apartments are nearby and here were some people around but I didn't see anyone

94 acting like they were in charge of the dog. There's no doubt in my mind that the dog I saw
95 was Bloomington's. Technology doesn't lie.

96 And speaking of technology, as you know, we have this great new technology that allows
97 us to determine who owns a dog from the microchip in the dog tag. So, I used my RFID
98 scanner to get the identity of the dog and it traced back to Skylar Bloomington. Because the
99 dog was not a stray, and it wouldn't let me get close to it, I could not pick it up that day, but
100 I did make a note that it looked like it could be a bully breed so I could check it out later
101 and make sure the dog wasn't in violation of city code. Generally speaking we like to give
102 the owner a chance to get rid of the dog without us having to do it. It is kind of a policy of
103 the office, less liability, better PR... or something like that. It wasn't acting aggressively, at
104 least that I noticed, but that doesn't mean anything. They are all dangerous in my book.
105 But whatever; I followed policy and took down the address of the apartments and wrote a
106 report of my observations.

107 Boy was that the wrong thing to do. As I have told my office again and again, we
108 shouldn't just leave these dogs out there to run around. But I do as I am told. And guess
109 what happened? I get a call not one hour after I left that apartment complex from a Daryl
110 Pinkerton to report a vicious dog in the very apartment complex I was just at, and s/he had
111 just been bitten! I didn't see it, but I didn't have to, I knew as soon as I saw that dog that it
112 was just a matter of time. And I don't have to see it to write the ticket. The description that
113 Mr. Pinkerton gave of the dog matched the one I had seen and Pinkerton informed me that
114 it was Skylar Bloomington's dog, which I had verified on my own earlier that day.
115 Obviously I can't 100% tell you it was the same dog, but seriously, what are the odds?

116 I talked with Pinkerton over the phone. S/he described the dog and told me s/he had
117 things to do so s/he wasn't going to be around the apartment complex when I went back.
118 S/he confirmed to me who the owner was, according to him/her, and which apartment the
119 owner lived in. S/he said the dog had been around the complex since at least June. I went
120 back to talk to Skyler, but s/he wasn't there. Probably had been tipped off that animal
121 control was coming and fled. Good thing s/he wasn't there, I probably would have given
122 him/her a piece of my mind while I was collecting the animal. At that point the dog was
123 nowhere in sight and no longer running around.

124 Even though Pinkerton had told me who the dog belonged to, I couldn't go on just
125 his/her word alone to write the citation. And it was impossible to tell which apartment the
126 dog belonged to just based on what I had observed, so I did some online searching and
127 found the owner of the apartment complex itself. I am skeptical that the owner wouldn't
128 have known that an aggressive, dangerous dog was running around his/her apartment
129 complex since his/her security person was aware of it. I mean, don't you think there would
130 have been complaints? Anyway, because Mills must have known about it, and continued to
131 let the dog be on the premises, and is the owner of the premises, I wrote Mills a citation for
132 harboring a dangerous dog in violation of the Payette City Code and left it at the assistant
133 manager's office. Even though the animal belonged to Skylar Bloomington, Mills is still just
134 as responsible according to the law.

135 One more thing, I know that owner is trying to make me look bad by bringing up things
136 that are ancient history. Look, yes once I wrote in a report that I actually saw a bully breed
137 bite this little girl even though that was a slight stretch according to the city's lawyer. But
138 lawyers are just too technical in my opinion. When I got there, I saw the dog bark and growl
139 at the little girl before running away at the noise I was making. As I got closer, the little
140 girl was sobbing, and there was a bite mark on her leg. So I wrote in my report that I
141 witnessed a dog attack. It is true that the case blew up once the little girl admitted she was
142 lying to get back at her friend who had stolen her doll or some ridiculous nonsense. The dog
143 belonged to her friend. My heart was in the right place in that case. The little girl was
144 adamant that this dog had been terrorizing her for a year and no one would do anything
145 about it. I knew that the lawyers wouldn't do anything about it if it was her word against
146 the owner's, and from my perspective I did witness an attack. I was just trying to help. Like
147 I said, I love helping people. People say that I lied, I don't see it like that. In fact, I have my
148 suspicions she was bullied into changing her story. Whatever, it all got straightened out in
149 the end. It was 10 years ago when I first started, I was fresh and eager. And anyway, it was
150 a bully breed dog, it would have eventually hurt someone anyway. I was disciplined for the
151 "false" statement in the report, the case was thrown out, I haven't been careless in my
152 report writing since, ok?

153 Let's get back to the real issue here. We have good reason here in Payette to outlaw pit
154 bulls. I don't pretend to understand all the lawyer talk in this case, but if a person really

155 needed an animal for medical purposes, I am sure that person can get a real pet. Like a
156 cute little Chihuahua.

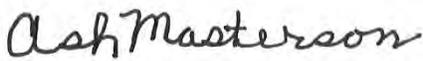
157

WITNESS ADDENDUM

158 I have reviewed this statement and I have nothing of significance to add at this time.

159 The material facts are true and correct.

Signed:



Officer Ash Masterson

Daryl Pinkerton, Retired Corporate Security Officer

1 My name is Daryl Pinkerton. I just turned 70. I was born and raised in Topeka, Kansas.
2 In 1963, just days after I graduated from high school, I joined the Army. You might think
3 this was crazy, given that it was the height of Vietnam, but I come from a long line of
4 soldiers and have always believed it was my duty to serve my country.

5 I was part of the Signal Corps (those are the communications people). Six years into my
6 service, I volunteered to travel halfway around the world for a tour of duty in Vietnam.
7 While I was in-country I was a photojournalist for *Stars & Stripes*, documenting our war
8 efforts. I am proud to say I did five tours of duty and received the Vietnam Service Medal,
9 the Silver Star, the Republic of Vietnam Campaign Medal, and the Republic of Vietnam
10 Gallantry Cross.

11 So, there it was, 1975, and me a decorated veteran, but even with all this service to my
12 country, people still called me a “baby killer.” It really made it difficult to be home in
13 Topeka. I can’t lie. It hurt to have my family and friends treat me like there was something
14 wrong with me, when all I’d done was serve my country. I decided it was best to go
15 someplace where nobody knew me and get a fresh start. A friend who I had served with,
16 and who unfortunately had lost her life, had grown up in Idaho and had always spoken
17 fondly of it, so I decided to see for myself if it was as nice a place as she said. For the record,
18 it was. It still is.

19 I moved to Nampa and drifted for a bit, working at whatever jobs I could get. For a
20 while I thought I wanted to become a police officer, but I could never get accepted into the
21 police academy. It was starting to get at the point where they wanted more people with a
22 college education and I just never really wanted to go to college. I’ve always thought that
23 practical experience and hard work is much more important than education, but that’s just
24 me. Some of the dumbest folks I’ve met have Harvard degrees; some of the smartest only
25 have a GED to their names.

26 Eventually I landed a job as a night janitor with Mills Property Management in their
27 corporate headquarters. Being a janitor, you see everything that’s going on but no one
28 really notices you. I noticed that this one employee, I forget his name now, had this odd
29 pattern. Every Wednesday he’d leave work at around 6:00 p.m. just as I was beginning my
30 shift and then he’d come back several hours later, stay for about 15 minutes and then leave

31 again. Like I said, he never noticed me, but I could tell there was something kind of shifty
32 about him, like he felt guilty about something.

33 Maybe I had just become sensitive to my environment after spending time in Vietnam
34 where you were always surrounded by people who might ambush and kill you at any time.
35 But, since then I have always had a sixth sense for when people are up to no good. That's
36 how I figured out what was going on with Skylar Bloomington. But we'll get to that part
37 later.

38 So back to my story; I told the night security guard to keep an eye on the guy. Well, it
39 turns out that he was stealing business plans and selling them to one of our competitors.
40 The Mills family was so grateful for what I had done that they hired me to work in their
41 Corporate Security Department. And I ended up spending the rest of my career there –
42 worked at MPM HQ for just over 35 years until I retired.

43 I started out as a night security guard and worked my way up the ladder. Unlike many
44 of the newer corporate investigators, I never went to school to learn how to be an
45 investigator. And I never got my Private Investigator's License. First of all, it's not required
46 in Idaho. And second of all, it's not necessary. Any schmo off the street can get a PI license;
47 it's the experience that counts and I have plenty.

48 I conducted hundreds of investigations over the years and was known as someone who
49 would do whatever it took to get the job done. Like that guy once said: the end justifies the
50 means. Ask anyone who's ever worked with me – even the people who would call me an
51 enemy – they will tell you that I am a savvy investigator who was always sharp as a tack.
52 Still am.

53 After 12 years at MPM, I had worked my way up to Director of Corporate Security, a
54 position I held until I left the company in 2012. This was an executive position with
55 important responsibilities. I developed and led all of the company's security strategies and
56 programs. I worked to reduce security risks and quickly and successfully responded to any
57 and all security issues that affected MPM's physical and intellectual security and
58 personnel. My main goals were to limit MPM and the Mills' family exposure to liability
59 risks and to properly protect intellectual property, physical assets, and company employees.

60 Look, I know there were people who would say that I was forced out of the company. But
61 I left on my own. There were some silly and unsubstantiated rumors that I had tampered

62 with a witness during Mr. Mills' (Brett's father) tax evasion trial. There was no proof that I
63 ever did anything like that. The bottom line is that I was a loyal employee to the Mills
64 family for 35 years. I know that the family respected my loyalty, and they rewarded me
65 accordingly. When the unfortunate smear campaign regarding my alleged involvement in
66 Mr. Mills' tax troubles ended up destroying my reputation, we decided together that I had
67 earned the right to retire after a long and distinguished career. I didn't begrudge them their
68 need to distance themselves from me. I mean, if they had fired me, why would they let me
69 live and work at River Point, a property they own?

70 It was about the time of my retirement that I got divorced for the third time. So, I
71 needed a place to live and Brett Mills graciously offered to let me live rent free at River
72 Point in exchange for some light security work. So, I do this stuff around River Point like
73 keep an eye on the other residents to make sure they are following the terms of their leases
74 and helping Brett Mills with the annual inspections of the apartment units.

75 River Point is how I first came in contact with Skylar Bloomington and his/her menace
76 dog Asta. Companion animal? Right! I think that's the new name people give their
77 ordinary, run of the mill pets when they want to get away with having their dog wherever
78 they want, regardless of the rules. It's just all part of that spoiled millennial mentality. And
79 Skylar has time and time again showed his/her true colors as someone who doesn't think
80 the rules should apply to them.

81 Skylar moved into River Point about five years ago, in April 2013. For most of that time
82 Skylar was pretty quiet and kept to him/herself. Then in 2016 Skylar started asking about
83 pets. Well, MPM has a strict "no pets" policy, so that was out of the question. But in
84 October 2016, when I was doing an annual inspection, I saw that Skylar had a bird! Well, I
85 told Skylar in no uncertain terms that I knew that s/he knew about the "no pets" policy and
86 that the bird had to go. Skylar tried to make some excuse about how it was "just a bird" and
87 s/he didn't think the policy applied. I said a pet is a pet, and it had to go. I will also note
88 that during the 2016 inspection I did not see the damage to Skylar's apartment that I would
89 see during the 2017 inspection.

90 Anyway, Skylar got rid of the bird, but I got a lot of frosty looks after that. That was the
91 last any of us heard about it. Skylar never gave me any kind of documentation that s/he

92 was under the care of a doctor for depression or that part of his/her therapy was to have a
93 companion animal.

94 Skylar really took a turn for the worse on New Year's Eve of 2016, when she assaulted
95 her/his poor boy/girlfriend, Chris. Some of the tenants were having a New Year's Eve party,
96 which was fine. I'm a little old to party, so that night I was sitting in my apartment
97 watching the Times Square celebration on TV and minding my own business when I heard
98 the yelling and went outside. Skylar was screaming at Chris that s/he had promised that
99 they would go out that night. I could tell Skylar was livid and heard him/her say, "You're
100 not going to get away with this. No one blows me off." And then Skylar stormed away. Next
101 thing I knew Skylar was back yelling some more and pushed poor Chris down. I called the
102 police.

103 I was standing right there and heard Kelsey say to Skylar, "Don't say another word to
104 anyone. If you handle this the right way, you won't get in any trouble." Skylar and Kelsey
105 are thick as thieves. And like any loyal friend Kelsey would say and do anything for Skylar.
106 S/he proved it that night.

107 River Point ended up giving Skylar a second chance. I mean, with the claim that
108 Skylar's incident was related to depression, it really wouldn't look good for Brett Mills to be
109 kicking out someone who was suffering from mental illness. But after what happened Brett
110 asked me to keep a close eye on Skylar and keep him/her on a short leash; no pun intended.

111 When Skylar knew I was watching s/he would act solemn and sad and maybe slightly
112 repentant, but when s/he didn't know I was looking Skylar would be happy and laughing
113 and joking around with friends; s/he'd have a lot of energy and just seemed like a normal,
114 everyday, healthy person to me. I once overheard Skylar say to a group of friends, "I'm not
115 saying I could get away with murder, but maybe assault. One thing is for sure, Chris will
116 think twice before s/he messes with someone like me again." And then s/he laughed, like it
117 was all part of some game.

118 Look. I'm not a mental health expert and will not claim to be, but I am a Vietnam
119 veteran and, like many veterans, I have struggled with my own bouts of depression. So I
120 can say that based on my own experiences I know depression when I see it and Skylar
121 Bloomington does not show the signs of someone suffering from depression. I've seen that
122 kind of fakery time and time again in my time as an investigator. And frankly, it's insulting

123 to people who actually do struggle from mental illness. Like I said, I have a keen sense of
124 when people are up to no good. Skylar Bloomington is Exhibit A. Contrary to what Kelsey is
125 saying, I always saw Skylar well-groomed, clean, outgoing, and with a different outfit every
126 day.

127 In June 2017 I started seeing Skylar and Kelsey walking around the apartment complex
128 with a dog. I remembered the bird incident and that Skylar had asked about pets, so I
129 asked them whose dog that was. They told me that they were walking a friend's dog. But
130 over the next several weeks I started to see the dog around more and more. Most of the
131 time they either walked it together or Kelsey walked it alone. I never saw Skylar alone with
132 it.

133 The dog became more of a problem, but I couldn't figure out where it lived. It would run
134 around outside without any supervision. It would never let me get close enough to see its
135 tags, and given that it was a pit bull I wasn't too eager to tangle with it anyway. There was
136 also a marked increase in dog poop around the complex. When the dog was loose I heard it
137 barking and growling at people who walk around the complex. Often when I saw the dog no
138 one was in control of it. If it was supposed to be a companion animal it sure wasn't much of
139 a companion. I'm not that educated, but doesn't "companion" mean actually spending time
140 together? Not sure how the dog is helping Skylar when it always seems to be either running
141 around loose or with Kelsey.

142 Sometime in late July I told Brett about my suspicions. S/he confronted Skylar, and s/he
143 told me Skylar denied having a dog. The problems didn't go away, though. It was finally
144 confirmed to me that Asta is Skylar's pet during my annual apartment inspection on
145 October 30, 2017. As I mentioned, I'm in charge of inspecting the apartments to make sure
146 everyone is keeping to the terms of their leases. There are 130 units at River Point and I'm
147 only one inspector. I mean sometimes Brett comes with me, but s/he trusts me to handle
148 this myself. Typically, I will do a spot inspection for people I know and trust to be following
149 the rules and a more thorough inspection of units I think may be in violation.

150 Well, Skylar Bloomington was definitely not in compliance. Skylar's apartment was a
151 mess. It had a very strong smell of urine and it appeared as though some of the baseboards
152 and carpet had been chewed on and there was what looked like dog scratches on the walls
153 and doors. None of that had been there a year ago during my last inspection. It's going to

154 cost a fortune to clean this unit. Not only will River Point have to repair the walls and
155 baseboard, but will also have to pull up the carpet and replace the subflooring.

156 I had been trying to get in touch with Brett to let him/her know what was going on, but
157 before I could reach him/her, all of this came to a head the day Asta viciously attacked me
158 on December 18, 2017. As I had so many other times, I saw Asta running around the
159 apartment complex and neither Skylar nor Kelsey was anywhere to be seen. I saw Asta
160 heading towards the road at the same time I saw a car speeding down the road. I'm not a
161 monster. I may not like that stupid dog, but I didn't want to see it get hit by a car.

162 I ran over as quickly as my old body would carry me and grabbed Asta out of the road
163 just in time to avoid having her hit. I get that she might have been scared to have someone
164 come on her unexpectedly so when she started to growl, I backed away, but she continued to
165 come after me. She jumped up and bit my hand as I held it up to my face to protect myself. I
166 kned the dog to get her off of me and she yelped and ran away.

167 Asta's bite didn't break the skin but it gave me a heck of a bruise. I have a picture of it. I
168 never went to the doctor. What for? I'm from the generation that doesn't feel the need to
169 run to the Emergency Room for every little ache and pain. But, I was definitely shook up.
170 That dog was going for my face. I may be old, but I can still protect myself. Imagine if it was
171 one of the little kids who live in the complex? Next time we might be so lucky. That dog
172 could really hurt someone or worse yet, kill them.

173 After I steadied myself, I called Payette Animal Control. A little while later someone
174 named Ash Masterson called me back and took my report of what happened. About a week
175 later Brett came down to look at Skylar's apartment, and then s/he called his/her lawyers
176 and they filed an eviction notice to get Skylar and his/her vicious dog off our property before
177 that dog could do anymore damage.

178 The bottom line is that Skylar should never have had the dog living here. We have a
179 clearly stated no pet policy and Skylar broke it. From my investigation, Skylar Bloomington
180 does not suffer from any disability. No disability; no need for a companion animal. But even
181 if Skylar did have the depressive illness s/he claims, why not get another bird? It would
182 have spent more time with Skylar than that dog ever did, and I'm sure Bret would have
183 been fine with that if s/he could have proven s/he needed it. But Asta is an uncontrollable

184 animal who is a danger to the health and safety of River Point. Skylar and that dog have to
185 go. There is just no other option.

186

WITNESS ADDENDUM

187 I have reviewed this statement and I have nothing of significance to add at this time.
188 The material facts are true and correct.

189

Signed: 
Daryl Pinkerton

Defense Witness Statements

Skylar Bloomington, Defendant

1 My name is Skylar Bloomington. I'm 26 years old. I was born and raised in Redding,
2 California, but my family moved to Nampa, Idaho when I was 15. I did okay in high school
3 – good enough to graduate but far from ivy league level grades. The truth is, I struggled a
4 lot. My mother spent most of her life depressed, and I had hoped I would escape that fate. I
5 did fine until we moved to Nampa. I don't know why, because I was really looking forward
6 to getting out of Redding, but as soon as I got to Idaho my world started to go dark. I made
7 it through high school and through three semesters at the College of Western Idaho, but
8 then I got so depressed I just couldn't do it anymore. I felt like I couldn't do anything. I
9 dropped out, and it was all I could do to hold a menial minimum wage job.

10 I moved into my apartment at River Point on June 1, 2013. It wasn't my first choice,
11 since it's pretty much a slum, but it was all I could afford. I tried to be positive about it, as I
12 thought this would be a good way to get a grip – new city, new environment. It did seem to
13 help. For the first couple of years there I did really well. I would occasionally get blue, but
14 nothing like the depression I had in Nampa. Now and then I would see a doctor or a
15 counselor, but none of them really seemed to help so I didn't stick with anyone for very
16 long.

17 In the spring of 2016 I met Chris. S/he seemed ideal. We really got along well and had a
18 great time together. Even the blue feelings went away. I was doing well and feeling really
19 good. Too good, as it turned out. Right after Thanksgiving I started feeling really "up." I'd
20 go for days without sleep, make lots of plans, get lots of things done – I felt like I was on top
21 of the world. What I didn't realize was that my emotional pendulum had swung too far the
22 other way. By Christmas I was so spun out I could hardly see straight. I think Chris was
23 totally baffled. S/he tried to help, but neither one of us really knew what the problem was or
24 what help looked like.

25 It came crashing down on New Year's Eve 2016. Chris came over and we went to the
26 River Point tenants' party. I don't remember this all that clearly, but apparently I pushed
27 him/her really hard and someone called the police and I got hauled off to jail. That was the
28 last I saw of Chris, and I really don't blame him/her. I ended up spending a week in jail.
29 The depression hit me like a truck. I was lonely and confused, and felt like I'd probably lost

30 everything. I ended up going to mental health court, where they try to help people with
31 mental health problems that result in criminal behavior and I guess that pushing someone
32 is considered criminal behavior. The judge put me on probation and told me to find someone
33 who could give me counseling and get me on medication. I had to come to court every two
34 weeks to report how I was doing.

35 It was really embarrassing, frankly. I didn't tell anyone, not even my best friend Kelsey.
36 Oh s/he knew I was in trouble, that I was on probation, and that I had to get help. But I
37 never told him/her the real truth. See, I had never come to grips with my mother's
38 depression, and usually tried to hide her from my friends. We had a lot of money in my
39 family, and I grew up believing that money could fix anything. It was a lie. It couldn't fix
40 my mom, and it couldn't fix me, but that didn't help me know what could fix it.

41 Anyway, the judge's order was why I started seeing Dr. Fletcher. It took me a couple of
42 months to get the courage to go, but when the judge threatened to put me back in jail if I
43 didn't get to it I realized I had to suck it up and deal with it.

44 Dr. Fletcher told me I was bipolar. S/he and I approached my treatment from various
45 angles. Even though the judge ordered it, I really was not excited about taking medication,
46 since I thought that would turn me into one of those zombie-like people you see in *One Flew
47 Over the Cuckoo's Nest*. Dr. Fletcher was okay with my no-drugs plan. Even though it's
48 somewhat unorthodox, instead of using only medication Dr. Fletcher helps me with the
49 depression and anxiety by using behavior modification techniques. S/he has taught me to
50 meditate and use guided visualization to help me calm down, stay focused and sleep better.
51 S/he did try some medications, but none of them really worked. Honestly, I tried not to take
52 them if I could get away with it, so I may not have given them a fair shot. But since Dr.
53 Fletcher's other methods seemed to be working so well I figured it would not make any
54 difference. Some of the drugs would mitigate my symptoms, but left me feeling flat. I didn't
55 care about anything, good or bad. My house was a pig sty, I rarely got dressed or left the
56 house, I ate like crap, gained weight. There was always an adjustment period between one
57 medication and the next – it took time to get off one medication and to ramp up on another
58 one. It was very frustrating – nothing seemed to help and some made it worse. I told Dr.
59 Fletcher I just couldn't do it. S/he ended up prescribing just one medication that I still take.
60 It seems to do the trick. If nothing else I can tell the judge that I'm complying.

61 One thing Dr. Fletcher recommended was a companion animal. I was originally
62 reluctant to get a companion animal. I had tried that before – I got a bird that I kept in the
63 apartment. I tried to keep it quiet, since there is a “no pet” policy at River Point, but Daryl
64 Pinkerton saw it and made me get rid of it. I really only got the bird because Kelsey
65 insisted. I depend on Kelsey a lot, and really trust his/her judgment. S/he can be forceful
66 and insistent where I’m not.

67 Anyway, Dr. Fletcher had been recommending one since I started seeing him/her. It was
68 almost the first thing out of his/her mouth, which I thought was a little weird since s/he
69 hadn’t really got to know me yet. Besides, I really didn’t want to get in trouble by having a
70 pet in my apartment. The “no pets” policy is really strict. However, again Kelsey came to
71 my rescue and encouraged me to get a dog. Dr. Fletcher wrote a letter recommending I get
72 a dog, and Kelsey said if a doctor prescribed it the landlord couldn’t say no.

73 Still, it took me awhile. On June 5, 2017 Kelsey and I went to the pound. I fell in love
74 with Asta immediately, as she made me feel settled. Asta has been with me ever since.
75 Asta is a four-year-old boxer, not a pit bull. I wanted to make sure I didn’t violate the bully
76 breed ordinance.

77 I also wanted to make sure Asta is a well-behaved dog. I wanted to make sure that if
78 Brett and Daryl found out about her, I could prove that she would not cause any trouble or
79 do any damage. She was very well behaved when I got her, but I took her to training
80 classes, teaching her to obey voice commands, heel, stay, etc. I do obstacle courses with her
81 – she is such a smart dog; she needs to be engaged in learning. The obstacle courses help
82 me too – they keep me focused on the task of getting Asta to do the course correctly, keeps
83 me grounded in the moment and reduces my anxiety. It is something new and different
84 every day, which has really helped with my depression.

85 I reviewed my lease. The lease says I can’t have a pet, but there is no mention of a
86 companion animal, so I figured the “no pet” policy did not apply to me. However, one day
87 Brett came to my apartment and started banging on the door and yelling for me to come
88 out. Brett can be pretty intimidating, and I am not what you would call a forceful person –
89 timid is more my style. I went to the door and opened just enough to talk to Brett. S/he was
90 livid, yelling at me and demanding to know if I had a dog in the apartment. I honestly
91 thought s/he might hit me or try to push his/her way in. I was scared, so I said, “no.” In

92 hindsight that wasn't the smartest move, but like I say, I was terrified. Besides, it was
93 absolutely true – Asta is not a pet. She is a well-trained and qualified caregiver, no
94 different than a live-in nurse.

95 However, that made me decide I should do things “by the book.” In August 2017 I did go
96 in and speak with the River Point assistant manager. There was no way I was going to try
97 to deal with Brett again. Besides, that's what his assistant is there for. I told her I had Asta
98 and I gave her a copy of the letter from Dr. Fletcher stating I need her for my disability.
99 The assistant manager never asked for anything else, so I thought it was resolved.
100 Unfortunately, Brett fired her, and I have no idea where she is or what happened to the
101 letter. I figure that's Brett's problem. I did what I was supposed to do.

102 I know Daryl saw Asta and knew that I had her. Kelsey and I frequently took Asta for
103 walks when Daryl was around, and Daryl was always around. Frankly, I don't think there
104 is much that Daryl doesn't know about River Point. S/he's supposed to be some sort of
105 security guard, but s/he doesn't do much guarding and s/he sure doesn't do anything else.
106 Mostly s/he just stares at you. Daryl is friendly enough if you say hello. I think s/he thinks
107 s/he's being sneaky, but it's not hard to see him/her peeking out of his window or watching
108 you from behind a tree. It's actually really creepy. Let me just say that if I had kids they
109 would not be allowed anywhere near him/her.

110 In October 2017 Daryl came in to do the annual apartment inspection. Asta was good as
111 gold – barked once to tell me someone was at the door, and stayed by my side during the
112 inspection. Nonetheless, Daryl claimed s/he didn't know I had the dog in the apartment!
113 Daryl informed me it was against the rules to have a “pet.” I tried to explain that I had
114 talked to the assistant manager and offered Daryl a copy of my letter from Dr. Fletcher, but
115 s/he wasn't interested. S/he said s/he was going to tell Brett about the dog, and that the dog
116 had to go, either with me or without me. I was really surprised. There is no way Daryl could
117 not have known I had a dog, and since I have the letter to the assistant manager I knew
118 Brett was fine with Asta.

119 Now Daryl is also saying that Asta ran loose all the time, and even that Asta bit
120 him/her. There is no way that can be true. I never let Asta out on her own. Like I said, Asta
121 is very well behaved. I was always close by, and Asta was never out of my sight, even when
122 she is off leash. Asta would have no reason to bite Daryl unless Daryl was trying to hurt

123 her. If anything, she would have avoided him/her. Asta is very attached to me, and other
124 than Kelsey does not like to be around other people.

125 That didn't stop Daryl from calling the cops. I really don't know how any of this could be
126 true. I never saw any animal control officer around the complex. But, apparently, Brett got
127 a citation because Asta was supposedly vicious or a bully breed or something. I don't know
128 why Brett would be in trouble because of my dog, but even so I'm sure we could have
129 worked it out.

130 As far as the damage to my apartment goes – what a joke! Any damage that Brett Mills
131 is pointing out was already in the apartment before I moved there except for the broken
132 windowsill – you have the picture of that. I did catch Asta chewing on that the first or
133 second day I had her, but I immediately trained her not to chew. She hasn't done it since.
134 The rest of my apartment looks just like any other apartment at River Point. I've been after
135 the management to replace the carpet for two years, but they don't fix anything unless it's
136 on fire. I'm sure you've heard the joke – Van Down By The River Point. I mean, the place is
137 a dump. It's not at all what I grew up in. In one sense it would be a blessing to leave, but
138 where can I go? Rents are so high that it will be hard to find another place, and until I get a
139 steady job and a regular income I can't be too choosy.

140 Anyway, I shouldn't have to leave. I know my city considers pit bulls a bully breed, but
141 boxers are not considered bullies. Nonetheless, since the problem occurred, I have asked for
142 a reasonable accommodation to the city ordinance due to my disability. Asta is a great dog –
143 she is well trained, house broken, and would never hurt anyone. Kelsey, my neighbor, has
144 had his/her niece over here, and Kelsey can tell you that Asta has never been aggressive,
145 bitten anyone, gotten in any altercations with other dogs, growled, etc. Kelsey's niece is
146 young, and can play rough sometimes, but Asta has never snapped or growled at her. My
147 vet has also worked with Asta extensively – she got an infection a while ago, and needed to
148 take a pill and get several shots. The vet and the techs all love her – throughout the
149 treatment she never snapped or growled. The people at the pound would also testify that
150 Asta is never aggressive. She was there over a year, and was not aggressive in that time.

151 When my landlord served me with the eviction, I found an agency that would help me. I
152 mailed another written request for a reasonable accommodation to be able to keep Asta and
153 attached the note from Dr. Fletcher. This time I sent it straight to Brett. I never heard

154 back. Like I said, I'm sure we can work something out, but Brett has refused to even
155 discuss it. Since s/he sued me, I had no choice but to sue him/her right back.

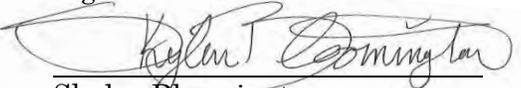
156

WITNESS ADDENDUM

157 I have reviewed this statement and I have nothing of significance to add at this time.

158 The material facts are true and correct.

Signed:



Skylar Bloomington

Dr. Addison Fletcher, Licensed Professional Counselor

1 My name is Dr. Addison Fletcher, PsyD, NP, LPC. I know this is a long string of letters,
2 but they let you know that I have earned a level of education and respect. Let me break it
3 down for you: I earned a PsyD in Clinical Psychology in 1998. This is a Doctor of Psychology
4 degree best suited for people like me who have an interest in psychopathological
5 populations and behavioral health, with a greater emphasis on the practice of psychology
6 and less emphasis on research.

7 I am also a Nurse Practitioner. This means I have advanced masters-level nursing
8 training, and specialized education and clinical training that allows me to provide higher
9 levels of care (including prescribing medication) and perform a variety of tasks in a
10 specialized area that regular nurses are not licensed to do.

11 And most importantly, I am a Licensed Professional Counselor, trained to work with
12 individuals and groups in treating mental, behavioral, and emotional problems and
13 disorders. I received all my degrees and training through Emory University in Atlanta,
14 Georgia; obviously a highly-respected and nationally accredited university, and completed
15 all the necessary course and clinical work, including over 3,000 hours of post-doctoral
16 supervised clinical internship at Emory University Hospital. I passed the National
17 Counselor Examination and always, always adhere to a strict code of ethics and recognized
18 standards of practice. I have been in private practice in Payette for nearly 12 years.

19 I'm 53 years old, though people are always telling me I don't look a day over 40. You
20 may be surprised that someone as urbane as myself could be living and practicing in some
21 place as small as Payette, but I haven't always been the sophisticated specimen you see
22 before you. In fact, I have a very humble, but interesting background. I grew up at an
23 Ashram outside of Antelope, Oregon. My mother was a yoga instructor and my father was a
24 tattoo artist. You may know the history, but when the Ashram was disbanded, my parents
25 moved with some of the other residents to start a collective farm outside of Weiser. It's still
26 operating. Look for Om Shanti Produce next time you are at the Farmer's Market and say
27 hello to my mom.

28 At the same time that my parents were starting Om Shanti, I was getting ready to go
29 off to college. And, well, I already told you that part of the story. But after time Atlanta
30 started to get just a little too southern for this westerner and it was time to set up shop

31 closer to home. Payette is a lovely, quirky little town and I'm happy to be here and help the
32 people in this funky little berg with their mental health.

33 About 5 years ago, I started realizing that America is in the midst of this horrible opiate
34 addiction crisis. While I can and will prescribe medication for my patients when needed, I
35 started searching for alternatives. My research into alternatives led me to various studies
36 that support the idea that therapy animals can dramatically help reduce the amount of
37 medication individuals take to mitigate their symptoms.

38 In case you don't know what a companion animal is, let me tell you. Companion
39 animals, also called emotional support animals, are animals that provide comfort and
40 support in forms of affection and companionship for an individual suffering from various
41 mental and emotional conditions. An emotional support dog is not required to perform any
42 specific tasks for a disability like service dogs are. They are meant solely for emotional
43 stability and unconditional love. They can assist with conditions such as anxiety,
44 depression, bipolar disorder, panic attacks, phobias, and other psychological and emotional
45 conditions.

46 I am convinced that emotional support animals are the best thing since sliced gluten
47 free bread and have no problem prescribing them to anyone who asks; I've never turned
48 down a request for a companion animal because I have seen their efficacy play out in my
49 own practice; many individuals who get companion animals see a dramatic reduction in the
50 amount of medication they take, while their symptoms lessen as well.

51 I have reviewed various medical publications on the correlation between lessening
52 symptoms of physical and mental illness and companion animals, such as the Journal of
53 American Medical Association and the New England Journal of Medicine. Over the years, I
54 have done research with my own patients, and published several articles in the medical
55 publications as well. Specifically, I have written "The New Frontier: Animals in Medicine,"
56 which was published in the Journal of Clinical Psychiatry in 2009, and "What Your Animal
57 Can Do For You," published in Psychiatry Today in 2011. I have also taught various
58 seminars on the subject across the nation, and am considered one of the leading experts in
59 the field, though I have never testified at a trial before.

60 I've been working with Skylar since March 27, 2017, so a little less than a year. I know
61 that Skylar has had a lot of therapists in the past, but it was difficult to track down the

62 files. Because Skyler came to me through a court program, the first thing I did was
63 determine that Skyler was being truthful about his/her illness and was not just using it to
64 get out of serving time.

65 In my field we have something that is known as malingering, which is just a fancy term
66 for faking an illness to get some kind of advantage – like money or drugs – or to avoid
67 punishment like incarceration for a crime. I admit that malingering can be difficult to
68 diagnose, especially with mental illness, which is more difficult in general to diagnose than
69 other types of diseases. It would be great if doctors could diagnose mental conditions based
70 on imaging data just like they do when diagnosing brain tumors or stroke. But this is not as
71 easy as it seems, for we lack a clear picture of exactly what parts of the brain are involved
72 in many of the most common mental disorders.

73 Regardless, we do have a test to try to make sure a patient isn't trying to pull a fast one.
74 It's called the Structured Interview of Reported Symptoms. It's one of the most widely used
75 evaluation tools designed to detect fabrication or exaggeration. It's known to have a 77%
76 reliability rate and consists of an extensive 45 minutes of questioning. I utilized this
77 diagnostic tool with Skylar Bloomington and s/he was determined to not be fabricating
78 his/her illness. This is no Twinkie Defense. Skylar is truly suffering from a debilitating
79 illness. So we were left to determine what exactly it was that was making Skylar suffer.

80 Perhaps the most difficult aspect of clinical psychology is patient diagnosis. The job of
81 people like me is to properly interpret the patient's medical history and subjective reports
82 and then determine what possible psychiatric conditions match those listed in the
83 Diagnostic and Statistical Manual of Mental Disorders (DSM). For Skylar, that diagnosis
84 turned out to be bipolar disorder.

85 Once known as manic depression, bipolar disorder causes serious shifts in mood, energy,
86 thinking, and behavior — from the highs of mania on one extreme, to the lows of depression
87 on the other. More than just a fleeting good or bad mood, the cycles of this disorder last for
88 days, weeks, or even months. And unlike ordinary mood swings, the mood changes of
89 bipolar patients are so intense that they interfere with their ability to function.

90 During a manic episode, a person might impulsively quit their job, charge up huge
91 amounts on credit cards, or feel rested after sleeping two hours. During a depressive
92 episode, the same person might be too tired to get out of bed, filled with self-loathing and

93 hopelessness over being unemployed and in debt. In Skylar’s case, the triggering episode
94 was when s/he assaulted his/her boy/girlfriend.

95 An effective treatment plan for bipolar disorder usually includes a combination of
96 medication and psychotherapy (also called “talk therapy”). And, of course, thanks to my
97 pioneering work, we can also add the use of emotional support animals to the cocktail of
98 effective treatment. Over the course of our work, Skylar and I tried various medications,
99 none of which was very successful. I suggested Skylar get a companion animal early on,
100 thinking it would provide him/her with another being to take care of and be responsible for,
101 that would also provide support and comfort. Skylar was initially resistant to the idea,
102 stating s/he didn’t like animals. However, after a few months of treatment, when other
103 options failed, Skylar got his/her companion animal.

104 Since Skylar got his/her companion animal, I have seen an improvement in his/her
105 symptoms. Although s/he has good days and bad, Skylar is less withdrawn and more able to
106 interact socially. His/her companion animal helps in this – Asta makes sure Skylar has to
107 get up every day and take a walk, is a great conversation starter to smooth over
108 interactions with the people Skylar meets, and is able to keep Skylar more rooted in the
109 present, preventing some negative thoughts. Asta also gives Skylar a reason to live – a
110 being to be responsible for. I believe Skylar’s symptoms would worsen if s/he did not have a
111 companion animal. And of course, a bunch of ridiculous, small minded, petty people are
112 trying to take Asta away from Skylar, which I’m sure will lead to disastrous results in
113 Skylar’s treatment.

114 I am familiar with the so called “bully breed” ordinance. I am very opposed to this
115 ordinance, and attended public meetings when the city was considering passing the
116 ordinance. I believe it interferes with an individual’s ability to choose their own companion
117 animal. Labeling a dog a bully breed is like labeling a human – just because one pit bull is
118 aggressive does not mean the breed as whole is problematic. I believe it should be on a case
119 by case basis – if a certain individual’s animal is proven aggressive – for example, bites
120 someone, or growls at others, then that dog, regardless of breed, can be labeled aggressive
121 and dealt with accordingly. Due to their particular disabling condition, some individuals
122 have a need for a larger dog, or one that can protect them. Having a city ordinance that
123 labels all dogs of certain breeds as aggressive is just not appropriate.

124 Ash Masterson attended the same public meetings as I did over the city ordinance. I
125 think Ash is anti-dog, which is why s/he is an animal control officer. After I spoke up at the
126 meetings Ash started targeting me, looking for any opportunities to give me citations over
127 my beautiful, well behaved dogs.

128 And if that wasn't bad enough, I think Ash is ignorant of the facts, if not downright
129 hysterical. Ash made statements to the effect that "all pitbulls are aggressive – it's not a
130 matter of if they will attack someone, it is a matter of when." Furthermore, Ash states "if I
131 see a pit bull, you are getting a citation." Ash is not able to distinguish what is in fact a pit
132 bull and what is not. During the meetings, Ash made statements that showed s/he thought
133 a certain dog was a pit bull, when in reality, the dog was another non-bully breed. It's
134 heinous to have the blanket city ordinance, but on top of that, it is being enforced by
135 someone who is unable to distinguish a vicious dog from a non-vicious one.

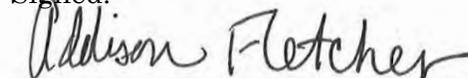
136 I am here today to testify on Skylar's behalf because I feel that individuals like Skylar
137 who struggle with mental illnesses are ostracized in our society. Just because you can't see
138 an illness doesn't mean it is not real. Mental illnesses have a huge impact in individual's
139 lives. Telling them to "just get over it" or "it's in the past, move on" is not effective. It
140 exacerbates the feelings of isolation and magnifies the depression.

141 Let's get this straight. Skylar suffers from a debilitating illness that makes it necessary
142 for him/her to have a companion animal at his/her apartment, which, as you know is
143 allowed under the Fair Housing Act. Further, as someone who knows about dogs, perhaps
144 better than anyone in the community, I know that bully-breeds are not inherently vicious
145 and I certainly know that Asta in particular has done so much to help improve the life of
146 Skylar Bloomington. If there's a crime here it's what River Point Apartments is trying to do
147 to unravel all the work I've done to heal Skylar.

148 WITNESS ADDENDUM

149 I have reviewed this statement and I have nothing of significance to add at this time.
150 The material facts are true and correct.

Signed:



Dr. Addison Fletcher, PsyD, NP, LPC

Kelsey Shaw, Neighbor to Skylar Bloomington

1 My name is Kelsey Shaw. I am 32 years old. I was born and raised here in Payette. A lot
2 of the people I grew up with; their biggest dream was to get out of Payette, but not me. I'm
3 a lifer. I'm proud to call Payette my home.

4 I work at the local Les Schwab Tires; have worked there for about 8 years. I started out
5 as a sales assistant – helping at the front desk and assisting customers choose the right
6 tires for their needs. I have to say I'm good with people; always have been. I am well liked
7 by my co-workers and our customers. Because of my excellent customer service skills, last
8 year I was promoted to assistant manager and within the next couple of years I expect to be
9 a manager at one of our stores. I also started taking classes at College of Western Idaho
10 toward an AA degree in Business. You might say I'm going places; creating a nice little life
11 for myself. You might also say there's more than one person who would be surprised that
12 I've become such an upstanding citizen; it certainly hasn't always been that way.

13 Let's just say there are more than one or two police officers in this town who know my
14 name and that it's not likely they'd be leading a parade in my honor down Main Street. I
15 fully admit I was a bit of a wild child in my day. Look. I grew up in a household with a lot of
16 chaos. My parents had their own stuff to deal with, especially after the mill closed and left
17 half the town without work. They just never seemed to be able to muster the energy to
18 properly look after me and my four brothers and sisters. So, I think when I was younger I
19 somehow got in in my head that the rules didn't apply to me. If I needed some food I just
20 took it. If I needed a ride home, I had no problem hotwiring someone else's car and driving
21 myself where I needed to go. If I needed something from someone, I just figured out how to
22 manipulate them into giving it to me. I used to joke that I probably couldn't get away with
23 murder, but certainly attempted murder. Everyone in town knew what I was up to but I
24 always seemed to avoid getting caught. Of course, that made me think I was invincible, so
25 my crimes continued to escalate.

26 By the time I was 22 I was living on my own and dealing drugs out of my apartment.
27 Talk about stupid! I did that for a couple of years, and ended up cocky and careless. When I
28 was 24 I got busted. I spent six months in jail and got evicted from my apartment. This may
29 sound odd, but finally getting caught may be the best thing that ever happened to me. I
30 ended up in Drug Court and went through a two-year program that allowed me to get it
31 together and turn my life around. And I have turned it around. I decided then and there

32 that I wanted to like the (wo)man I saw in the mirror. Since then I haven't gotten so much
33 as a parking ticket. I'm grateful to say, I'm a reformed person. I feel lucky that I was able to
34 get out of my former life, relatively unscathed.

35 But that doesn't mean I didn't have work to do to get my life together. Having a
36 criminal history and an eviction on your record can make it kind of hard to find a nice place
37 to live. You have to settle for what you can get. That's how I ended up at River Point. I had
38 to pay a pretty substantial deposit for a place that's as much of a dump as River Point is
39 (and I don't expect I will be getting my deposit back; no one here ever does). Don't get me
40 wrong. I was lucky I didn't end up living on the streets after all the stuff I pulled in my
41 other life and I am grateful to be able to develop a record as a good tenant who pays his/her
42 rent on time and is able to take good care of a property. I see this as a stepping stone and
43 I'll take it without too much complaint.

44 Anyway, River Point is where I met Skylar. We have been neighbors for going on four
45 years now. And like me, Skylar has a before and an after, you might say. I think that's why
46 we are such good friends. We both get how hard but important it is to turn your life around
47 and are both determined to make good on our second chances.

48 Like I said: I know before and after Skylar. I met Skylar before his/her trouble. S/he was
49 always cheerful and fun to be around but then over the course of 2016 slowly seemed to slip
50 into darkness. At first it wasn't that noticeable. It was small things like s/he stopped
51 combing his/her hair and would wear the same clothes for days on end, when before s/he
52 was always really pulled together and dressed in a different snazzy outfit every day. But
53 you could just tell that something was off and Skylar just didn't seem like him/herself
54 during that time.

55 And the incident with his/her boyfriend/girlfriend Chris? I saw the whole thing. It was
56 at the complex New Year's Eve party on December 31, 2016. Chris and I were hanging out
57 on the steps of my apartment at River Point talking and all of the sudden out of nowhere
58 Skylar shows up and starts yelling at Chris and then pushes him over. It was like I was
59 dealing with someone who was, I don't know, not Skylar. S/he just lost it and went after
60 Chris. I grabbed Skylar and held on to him/her until s/he could calm down. Of course,
61 someone called the police and Skylar got arrested. Chris broke up with Skylar, and it was a
62 good couple weeks before Skylar got out of jail and I saw him/her again.

63 When s/he did finally show up again, Skylar was more like his/her old self. S/he mostly
64 kept to him/herself for a while because I think s/he was embarrassed by everything that
65 happened. We started taking walks together. I'm a good sounding board and I think Skylar
66 was grateful to have a friend to talk to and to not be rejected by someone who had seen
67 him/her at his/her worst. It was clear that Skylar was willing to do what it took to get
68 better.

69 I only know what Skylar told me about his/her plea deal, but my understanding is that
70 after s/he spent two weeks in jail s/he got let out on probation. S/he probably could have
71 gone to prison, but I guess Chris moved on and decided it wasn't worth making Skylar's life
72 worse. I know s/he had to get counseling, and that's how s/he got hooked up with Dr.
73 Fletcher. Skylar showed me a letter Fletcher wrote about a companion animal, but was
74 hesitant to get a pet after his/her run-in with Daryl Pinkerton about the bird, but I thought
75 it was a great idea. I'm the one who convinced Skylar that getting a dog would be good for
76 him/her. I went with Skylar to pick out the dog and the lady who helped us assured us that
77 Asta was a boxer mix. We wanted to make sure we were not violating Payette's bully breed
78 ban. I convinced Skylar to give the letter Dr. Fletcher wrote to the River Point Property
79 Management Office, informing them that s/he brought a companion animal into his/her
80 unit. I know enough about the law that I knew Mills had to go along with it. Plus, I figured
81 that if s/he didn't we could find some way around it.

82 Asta is a great dog; so well behaved and sweet. And most of that is because Skylar is a
83 really great pet owner and for that matter an ideal tenant. S/he does all the things you're
84 supposed to do to take care of his/her apartment and his/her dog. Skylar makes sure Asta
85 gets exercise. S/he always cleans up after Asta, both in her apartment and on the River
86 Point grounds. Skylar has done a lot of work to train Asta to be a good pet. Asta and Skylar
87 are just good for each other. It's obvious that having Asta around has made Skylar both
88 more calm and more focused. I think most people would agree that is what a companion
89 animal is supposed to do. Well, maybe everyone but Brett Mills and Daryl Pinkerton.

90 I definitely know Daryl Pinkerton. S/he has lived at River Point longer than I have and
91 s/he's always everywhere. You know those people who have this way of lurking around
92 every corner, showing up wherever you are? That's Daryl. S/he reminds me of a villain from
93 one of those Lemony Snickett books. OK, Daryl; I know you want to pretend you have my
94 best interest at heart and you're just watching out for both me and River Point. But there's

95 something making my Spidey senses tingle that tells me you'd love to catch me doing
96 something I'm not supposed to so you can tell your master Brett Mills so s/he will praise
97 you for being a good little spy. I mean, come on. Get a life and stop following me around. I'm
98 not that interesting.

99 Mostly, people around here just try to keep off of Daryl's radar. I try to be as pleasant as
100 possible and so does Skylar. We would politely wave to Daryl the several times we saw
101 him/her when we were out walking Asta. And s/he'd wave back but we'd all keep our
102 distance from each other. It never occurred to either of us that there could be a problem
103 with having Asta; mostly because Skylar openly walked Asta around River Point for
104 months and no one – including Daryl Pinkerton – ever said a word. Daryl did ask me once
105 when I was walking Asta whose dog it was. I just said it belonged to “a friend,” which was
106 absolutely true, but I didn't want to get into a pointless discussion with Daryl. S/he didn't
107 ask me any more about it, and I didn't offer. Besides, Daryl had already seen Asta with
108 Skyler, so I just assumed that it had been accepted that Asta was Skylar's legal companion
109 animal. It wasn't until Skylar got the eviction notice after Daryl's made up dog attack story
110 that it even crossed our minds that having the dog could be an issue.

111 I'm sure both Daryl and Brett were thrilled that they'd finally caught someone doing
112 something they could claim was “wrong,” even if it is totally bogus. It seems to be what
113 floats their boat. To be honest, I couldn't pick Brett out of a line up. Up until about a year
114 ago, Brett was what I think people call an absentee landlord, bordering on slumlord. S/he
115 was happy to collect money from River Point but I honestly don't think s/he'd have cared if
116 this place burned to the ground. S/he really did the minimum to keep this place up. Yes,
117 there were the yearly inspections, but please. What a joke.

118 These inspections were basically Daryl walking around knocking on people's doors and
119 poking his/her head in to give the place a quick glance. Unless your apartment had a shot
120 gun blast through the front door and a crime scene in the living room then you'd get a
121 thumbs up on your “inspection.” And God forbid you'd want any help with anything. Doesn't
122 matter what it was, if you called the front office and asked for help, the response was
123 always, “We'll get to it when we can.” Upstairs unit flooding your apartment? We'll get to it
124 when we can. Balcony about to collapse? We'll get to it when we can. I had a broken toilet
125 for two weeks before I finally called a plumber and got it taken care of myself. I think I took
126 the repair bill out of the next month's rent – never heard boo about it.

127 One of my neighbors had a bad balcony when she moved in and was promised it would
128 be fixed. She called about a year later when it still wasn't fixed. Same response. But, when
129 she moved out, River Point took her security deposit because they claimed she had
130 damaged the balcony! Like I said, forget about getting your security deposit back.
131 Apparently, you can get three times your deposit back if you sue, but that takes money and
132 time, and Mills lawyers you to death. Mills Property Management always found a way to
133 say you'd done damage to the place whether it was true or not. People just don't want to
134 bother.

135 The management style noticeably changed about six months ago. Suddenly everyone in
136 the front office became much more responsive and the inspections became much more than
137 just a cursory glance. That's probably the only reason Pinkerton even went inside Skylar's
138 apartment. The rumor was that Brett Mills was trying to convert River Point from low end
139 apartments to high end condos so all the former Californians would have a place to hide
140 their capital gains. And part of that was looking like they were responsive landlords. The
141 other part was trying to get rid of the current occupants so they could make way for people
142 who could afford to live in high end condominiums. In one sense I don't blame them – I
143 probably wouldn't want to live next to me, either.

144 By the way, I was probably Skylar's best friend, and I was in his/her apartment plenty
145 of times. That picture Skylar has of the broken windowsill is the only damage that can be
146 blamed on Asta. As soon as Skylar says that s/he trained Asta not to chew, that was the end
147 of it. Otherwise, Skylar's apartment was spotless – at least, as spotless as an apartment in
148 Van Down By The River Point can be. I don't know what apartment Daryl got that repair
149 bid on, but it sure wasn't Skylar's!

150 In the end, I think that's what this is all about – money. There is no way Daryl
151 Pinkerton got bit by sweet Asta dog. Asta doesn't have a vicious bone in her body. Heck, I
152 have a picture of my little niece sleeping on Asta. Why on earth would I ever let a little
153 baby sleep on a dog I thought might be vicious? Skylar has done a great job of taking care of
154 Asta and did what she was supposed to do have Asta as a companion animal. If Brett were
155 being truthful, my guess is s/he doesn't really even care that Skylar has Asta. What Brett
156 does care about is making the most money possible and s/he doesn't care who s/he damages
157 to get his/her almighty buck.

Exhibits

The subsequent pages of this section include the following exhibits:

Exhibit 1: Skylar Bloomington's Lease Agreement

Exhibit 2: 3-Day Notice

Exhibit 3: Request for Reasonable Accommodation

Exhibit 4: Payette City Ordinance

Exhibit 5: Letter from Dr. Fletcher

Exhibit 6: Citation from City of Payette Animal Control

Exhibit 7: Photo Submitted by Daryl Pinkerton of Dog Bite

Exhibit 8: Photo of Asta with Kelsey Shaw's Niece

Exhibit 9: Photo Submitted by Skylar Bloomington of Apartment Damage

Exhibit 10: Photo Submitted by Brett Mills of Apartment Damage

Exhibit 11: Apartment Repair Estimate

Exhibit 1: Skylar Bloomington's Lease Agreement

The exhibit on this page and the next 8 pages are part of the same exhibit.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE is made and entered into this 1st day of June 2013, by and between:

LESSOR: MILLS PROPERTY MANAGEMENT, LLC

LESSEE(S): SKYLAR BLOOMINGTON

for the leasing of the following leasehold premises for Lessee named herein only:

LEASEHOLD PREMISES: Apartment # 25, located at 114 17th Avenue, City of Payette, Payette County, Idaho.

1. **TERM:** Twelve (12) months COMMENCING on the first (1st) day of June 2013 at 12:00 NOON and terminate on the thirty-first (31st) day of May 2014. The lease term herein shall commence on the first (1st) day of the month, and in the event the Lessee shall take possession prior to the first (1st) day of the month, then Lessee shall pay the rent pro-rated to the first (1st) day of the following month. At the expiration of the term, this lease agreement may continue with mutual agreement thereafter on an annual basis under the same terms and conditions.
2. **RENT:** Lessee agrees to pay rent each month in advance without demand, during the term of this lease and any extension thereof, \$350.00 commencing on June 1, 2013, and continuing in advance on the first (1st) day of each and every month thereafter, without relief. Rent is DELINQUENT on the second (2nd) day of the month. Lessee shall pay ten percent (10%) of monthly rent amount surcharge as additional rent if the full amount of rent is not paid on or before the first (1st) day of each month, in advance. Rent is due in lawful money of the United States of America and can be paid by cash, personal check, cashier's check, or money order and all forms of payment are accepted subject to funds being paid to Lessor. All personal checks, cashier's checks, or money orders are to be made payable to MILLS PROPERTY MANAGEMENT, LLC at the River Point Apartments Assistant Manager's office. Lessor reserves the right to refuse to accept personal checks in payment of rent or monies due. Rents must be received by Lessor or Lessor's agent on or before the first (1st) day of each month. Delivery and prompt payment of rents and monies owed is the responsibility of the Lessee. **NO TWO-PARTY CHECKS, OUT OF TOWN CHECKS or OUT OF STATE CHECKS ACCEPTED.** Lessor may take any action allowed under the laws of the State of Idaho to collect due and owing rents and monies.

3. Irrespective of any restrictive endorsement or directive of Lessee, monies received will be applied to Lessee's obligations in the following order: unpaid deposits; outstanding nonrefundable fees; reimbursement for damages or assessments; fees and costs including attorney fees; late fees; rental arrears; and finally, current rents due.
4. Any Lessee whose personal check, money order, cashier's check or any form of rent payment is dishonored for any reason must immediately pay the amount of the dishonored check, PLUS a thirty (\$30.00) dollar dishonored check fee. PLUS, a two (\$2.00) dollar per day surcharge from and including the first (1st) day of the month through the date the dishonored check is redeemed in cash or cashier's check to Lessor or Lessor's agent, plus all costs necessary to collect monies owing. After tender of a dishonored check only cashier's check or money order will be accepted for remainder of lease term.
5. Any rent tax payable to the City, County, State or any governmental authority during the life of this lease or any extension thereof shall be paid by the Lessee. The same shall be payable within fifteen (15) days of receiving notice of said taxes due.
6. OCCUPANCY: Occupancy is limited to the following: SKYLAR BLOOMINGTON. Any visitor shall become an unauthorized occupant if he or she occupies overnight the subject leasehold premises two (2) consecutive nights during any twelve (12) month period. Lessee agrees to pay additional rent as set forth herein for additional occupants in subject leasehold premises. Lessee shall provide Lessor prior written notice of additional occupants. Nothing herein shall waive the Lessor's right to terminate tenancy for unauthorized assignment and/or subletting of the leasehold premises.
7. NON-REFUNDABLE ADMINISTRATIVE/REDECORATING FEE: The sum of \$100.00 paid in advance by Lessee is a non-refundable administrative/redecorating fee. This fee does not cover cleaning or damage to the property not listed on the Property Condition Report. This fee does not cover any rents, fees, costs or attorney fees due from Lessee. No interest is paid Lessee on said nonrefundable fee.
8. SECURITY/DAMAGE/CLEANING DEPOSIT: Lessee agrees to pay the sum of \$500.00 as a Security/Damage/Cleaning Deposit of the performance of Lessee's obligations hereunder. This deposit does not limit Lessor's rights or Lessee's obligations hereunder. Lessee understands that all or a portion of the Deposit may be retained by the Lessor upon termination of the tenancy and that a refund or any portion of the Deposit to the Lessee is conditioned as follows: Lessee shall have complied with all of the conditions of this lease agreement. Lessee shall clean and restore leasehold premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Report herein below, less wear and tear from normal usage. Lessee agrees that spoilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry-clean drapes, as part of his/her cleaning and restoring leasehold premises to its condition at the commencement of this tenancy, if a cleaning charge has not been paid in accordance with this lease. Lessee shall replace or repair in a professional manner acceptable to Lessor any missing or damaged property provided by the Lessor, including keys.

Lessee shall leave, in good condition, reasonable wear and tear excepted, all equipment, fixtures, and appliances. If occupancy is for less than a twelve (12) month period, Lessee will be liable for the cost of any required painting. Within thirty (30) days after the termination of the tenancy and vacation of the leasehold premises, and restoring Lessor to possession of the premises, the Lessor shall mail to the Lessee's last known address a full and specific statement of the basis for retention of any or all of the deposit, together with payment of any refund due to the Lessee.

9. PREMISES USE: The premises are to be used and occupied by the Lessee as a private dwelling only and for no other purposes, and the premises shall be occupied only by the above listed Lessee and no part of the premises are to be subleased nor this lease assigned by the Lessee. Lessee shall not use the premises for any business purpose including but not limited to: garage sales.
10. LESSEE WILL TAKE GOOD CARE: Lessee shall take good care of property of the Lessor and will report in writing promptly to the Resident Manager or Lessor any repairs which may be needed to Lessor's property, fixtures or furnishings. The Lessee shall also give the Lessor prompt notice of any defects in or accidents to the water pipes, electric wiring, heating, or air conditioning apparatus, or any other part of said leasehold premises in order that the same may be repaired with due diligence. To the extent allowed by law, the Lessee agrees to hold the Lessor harmless against all damage claims, unless it can be clearly proven that it was caused by the agent, servant, or employee of the Lessor. Lessee shall, upon request, give Lessor or Lessor's agent written permission to enter the leasehold premises for repairs. The Lessor shall have the right to make repairs, renovations, or alterations at reasonable times.
11. Lessee is hereby notified that replacement of all batteries in smoke detector devices and maintaining smoke detector devices is the responsibility of Lessee. Failure on part of Lessee to change batteries and maintain smoke detection devices is against the law and Lessee is subject to the fine as provided by law.
12. Lessee shall not shake dust mops or any object out of doors or windows or balconies of leasehold premises. Lessee shall not hang, drape, or display any personal belongings, signs or advertising of any kind from any part of the leasehold premise or premises. Lessee shall not install any aerial, antennae, cable, or fixture of any kind to any part of the leased premises or any part of the premises. Lessee shall wear a headset attached to any musical instrument, radio, TV, or stereo when playing the same outside of leasehold premises so as to not interfere with the quiet enjoyment or disturb others in or about the premises.
13. No animals, birds, or pets of any kind shall be permitted, kept or harbored in the leased premises without Lessor's prior written consent. No pets or animals are allowed with visitors for any length of time. No Lessee shall permit a pet or animal of another person to enter the premises.
14. Washers and dryers in apartment shall not be used before 7:00 a.m., or after 7:00 p.m.

15. Lessee shall keep the apartment locked at all times and Lessor shall not be liable for any break-in, burglary, or robbery. Lessee shall pay the cost of all repairs caused by any break-in, burglary, or robbery.
16. No waterbed or water-filled furniture is allowed in apartments.
17. Lessee shall not store any article or item of personal property in any part of the common area of the premises.
18. Lessee shall not litter in any common area.
19. Lessee shall clean and maintain debris free the area immediately outside Lessee's entrance door.
20. ALTERATIONS: Lessee shall not, without the Lessor's prior written consent, make any alterations in the leasehold premises, and will not intentionally or negligently destroy, deface, impair, or remove any part of the structure or dwelling, with the appurtenances thereto including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his family, invitee, licensee or any person acting under his control to do so. To do so is a Criminal Offense under the laws of the State of Washington.
21. LESSEE CAUSED DAMAGES: For any injury to property or rights of Lessor caused by Lessee, his agents, family, guests, servants, assignees, undertenants, or employees which can affect the health and safety of the Lessee or other persons, or substantially increase the hazard of fire or accident that can be remedied by repair, replacement of a damaged item, or cleaning, the Lessee shall comply within five (5) days after written notice by the Lessor specifying the damage or injury, or in case of emergency as promptly as conditions require. If the Lessee fails to remedy the damage or injury within five (5) days (or in case of emergency, as promptly as conditions require), the Lessor may enter the leasehold premises and cause the work to be done and submit a bill for the cost of repair to Lessee which Lessee shall pay on the next date when periodic rent is due or payable immediately, if Lessor so demands. All remedial action shall be performed by a qualified and/or licensed, bonded person in a professional manner consistent with existing finish and in quality and manner acceptable to Lessor. Any failure by the Lessee to meet the conditions of this paragraph will constitute grounds for legal action including termination of tenancy.
22. CONDUCT OF LESSEE: Lessee shall see that the conduct of himself/herself, his/her family, invitees, guests, servants, assignees, undertenants, and employees is never disorderly, boisterous, vulgar, offensive, or obscene; that it does not disturb or interfere with the rights, comforts, quiet enjoyment, or convenience of other Lessees or other persons on or around the premises, including management staff of landlord; that it is not unlawful or immoral. Lessee shall not permit, maintain or commit a nuisance or common waste on or about the leasehold premises. Lessee shall keep the volume of any radio, TV, or musical instrument in his/her residence sufficiently reduced at all times so as to not disturb or be heard by other persons on the

premises, and shall not conduct or permit to be conducted vocal or instrumental practice or instructions. The Lessee agrees that visits by the police to premises for improper behavior are grounds for termination of tenancy and eviction by Lessor or other legal action. Lessee, family, guests, and invitees shall not engage in any criminal activity and/or drug related activity on or near the leasehold premises. The parties agree that any substantial and material violation of the terms of this paragraph shall be considered a nuisance or common waste on or about the leasehold premises.

23. **CONDUCT OF GUESTS:** Lessee has a duty to supervise and control the conduct of Lessee's family, guests, invitees, employees, and agents. Violation by the Lessee, his/her family, invitees, guests, employees, and agents of any of the terms of this lease shall be deemed as a violation by Lessee and shall give the Lessor the right to terminate the tenancy and commence eviction proceedings as provided for by law.
24. **RECREATIONAL FACILITIES:** To the extent allowed by law, all persons using the recreational facilities, if provided, do so at their own risk. Lessor shall post operating hours from time to time for recreational facilities and do everything possible to retain those hours. However, Lessor has no duty to operate recreational facilities and reserves the right to close said facilities or any part thereof at any time as the same are hereby agreed to not be considered a material portion of the leasehold premises conveyed. All recreational facilities are for Lessee use only. No guests allowed.
25. **DAMAGE BY FIRE OR ACT OF GOD:** Lessee shall not permit any act or thing deemed hazardous by Lessor on account of fire or that may increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind or other cause beyond the control of the Lessor, unless the same shall occur for any reason for which the Lessee is responsible, then the premises may be repaired within a reasonable time at the expense of the Lessor; and in case the damage be so extensive as to render the premises unfit for human habitation, the rent shall cease until such time as the premises shall be put completely in repair. In case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction and from thenceforth this agreement and the tenancy shall cease and come to an end. In the event the damage is caused by act of Lessee, or someone on the property by reason of Lessee, there shall be no reduction of rent and Lessee shall be liable and pay for costs of repair, without deduction for depreciation. Any insurance deductible incurred by a loss caused by Lessee or Lessee's family, guests, invitees, or others shall be payable by Lessee. All Lessees shall obtain fire, flood, and extended coverage insurance to compensate Lessor against loss caused by Lessee and/or Lessee's family, invitees, guests, employees, agent, or others. Lessee is not covered by Lessor's insurance for any loss whatsoever. Unless required by statute, to the extent allowed by law, lessor shall not be responsible for relocating Lessee or others in the event of destruction of the leasehold premises by any cause. Lessee accepts full liability for use of barbeque or like equipment on or about the leasehold premises. Portable barbeques or similar appliances are not permitted in the interior of any leasehold or on any wood decks or surfaces.

26. UTILITIES AND SERVICES: The Lessor will furnish water and removal of garbage in accordance with regulations of the city. Lessee will use utilities supplied by the Lessor only for ordinary household uses and for no other use including washing car on the premises. The hot water tank thermostats are set at 120 degrees. If Lessee sets thermostats at anything other than 120 degrees the Lessee assumes such risk. The Lessor requires that any attempt to alter the thermostat setting be done by a qualified electrician. Lessee shall pay for all utilities and services including utility deposits where demanded by utility companies and shall keep said utility bills paid current. Any damage caused to leasehold premises by failure of Lessee to pay utility bills shall be at the expense of the Lessee. Lessee shall properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances supplied by the Lessor. Lessee agrees to pay for any and all damages caused by flooding, freezing, and broken pipes because of failure of Lessee to provide heat to leasehold premises during the winter months, and shall be repaired by the Lessor at Lessee's expense without deduction for depreciation. Lessee shall properly dispose from his/her residence all rubbish, garbage, and other organic or flammable waste at reasonable and regular intervals, and assume all costs of refuse removal, extermination and fumigation for infestation caused by Lessee. Lessee shall keep all parts of the leasehold premises which he occupies and uses in a clean and sanitary condition at all times.
27. SEPARATE SERVICE: If any agent of Lessor renders any other services of any nature for or at the request of the Lessee, his family, employees, invitees, or guests, then, for the purposes of such service, such agent shall be deemed the agent of the Lessee, regardless of whether or not payment is arranged for such services, and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such service.
28. LOCKS & KEYS: Lessee shall not change existing locks on leasehold premises and no additional locks shall be placed on doors of premises. Lessor shall have the right to replace and/or reconfigure locks without Notice in the event Lessee alters existing locks. Upon termination of this lease, the Lessee shall surrender to the Lessor all keys to locks on the premises, including but not limited to, mail box keys, storage keys, laundry room keys, garage keys, pool keys, recreational keys and/or cards.
29. CAR PARKING: Lessor shall provide car parking space per residence on site to Lessee. Lessor has granted Lessee this parking privilege for which the Lessee pays no rent and the Lessee has no right to loan, rent, or assign this parking space for use by any other person, Lessee shall park only that vehicle registered with the Lessor or Lessor's agent in said space. All other vehicles will be towed at owner's expense by towing company posted on site. Currently licensed passenger cars only are allowed to be parked on site. No all-terrain vehicles, trucks, campers, trailers, boats, buses, motorcycles, motor homes, or any other motorized vehicles of any type or description are allowed parked on site. No storage of any vehicles allowed on site. Absolutely no maintenance or repair of any kind to vehicles allowed on site and no vehicles with flat tires or in any state of disrepair, whether visible or not, shall be allowed to park on site. No car washing on site, except on coin operated car wash stalls, if applicable.

30. **SUBORDINATION:** this lease is subordinate to all security interest which may now or hereafter affect the real property, of which the premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, Lessee shall execute promptly any certificate the Lessor may request. Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such certificate or certificates for and on Lessee's behalf.
31. **LESSOR LIABILITY:** Except in cases of Lessor's negligence or as otherwise provided by law, the Lessor shall not be liable to the Lessee, his/her family, invitees, agents, employees, or guests for any damage to persons or property caused by act or omissions of other Lessees or other persons, whether such persons be off the property of Lessor or on the property with or without permission of Lessor, nor shall Lessor be liable for losses or damage from theft, fire, water, rain, storm, explosion, sonic boom, or other cause whatsoever; nor, to the extent allowed by law, shall Lessor be liable for losses or damages from failure, interruption or malfunction in the utilities provided to Lessee under this lease; nor, to the extent allowed by law, shall Lessor be liable for injuries in or around the recreational facilities or elsewhere on the premises. Further, Lessor shall not be liable for any defects in the premises or damage caused by such defects, if the defects are unknown to the Lessor. Lessee agrees to obtain personal property and Renter's insurance for the benefit of Lessee and Lessor as an addition coinsured.
32. **LESSOR ENTRY RIGHTS:** The Lessee shall not unreasonably withhold consent from the Lessor to enter the leasehold premises in order to inspect the premises, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the leasehold premises to prospective or actual purchasers, mortgages, Lessees, workmen, or contractors. The Lessee hereby consents to entry and the Lessor or Lessor's agent may enter the leasehold premises without the further consent of the Lessee in case of suspected emergency or abandonment, or with two (2) days' notice, or such shorter time as allowed by law. Lessor agrees to provide a telephone number for contact when issuing Notice of Intent to Enter.
33. **WAIVER:** Waiver by the Lessor of any breach of any covenant or duty under this lease is not a waiver of a breach or any other covenant or duty by the Lessee, or of any subsequent breach of the same covenant or duty. Lessor's acceptance of rent after issuing a notice of default shall not be construed as a waiver of said notice of default other than the Lessee's failure to pay that portion of the particular rent so accepted.
34. **SUBLETTING/ASSIGNMENT:** The Lessee shall not assign this lease, sublet, or allow any other person to occupy the premises hereby leased or any part of his/her interest thereof, without the prior written consent of the Lessor and the payment of an assignment fee in an amount equal to one (1) month's rent. The fee and required information is due to Lessor at the time of request to sublet from the Lessee. Lessor has no duty to consent to assignment and/or sublease. The Lessor reserves the right to assign his/her interest in this lease, and sums received hereunder, on sale or release of leasehold premises.

35. NOTICE TO TERMINATE: At the expiration of the original term of this lease and a continued mutually agreed annual tenancy of Lessee, the tenancy agreement must be terminated by written notice delivered to the Lessor, or Lessor's agent, thirty (30) days or more before the next rent renewal period. Lessee shall vacate the leasehold premises on or before the last day of the term.
36. Lessee agrees to pay rent and utilities for the entire last month of tenancy. A written thirty (30) day notice to vacate received by Lessor, or Lessor's agent less than (30) thirty days prior to the first day of the next rental period is not valid and Lessee is obligated for the next month's full rent and utilities.
37. Lessee shall not vacate or abandon the premises at any time during the lease term; and if Lessee does abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of the Lessor. Lessee is responsible for all advertising costs to re-rent leasehold premises and for all costs to re-rent said leasehold. Lessee is responsible for all rents and all utilities until such re rent.
38. VIOLATION: Lessee has a duty to supervise and control the conduct of Lessee's family, guests, and agents. Violation by the Lessee, his/her family, invitees, guests, employees, and agents of any of the terms of this lease shall be deemed as a violation by Lessee and shall give the Lessor the right to terminate the lease and commence eviction proceedings as provided for by law.
39. FEES, ATTORNEY FEES AND COSTS: If, by any reason of any default on the part of the Lessee, it becomes necessary for the Lessor to issue a 3-Day Notice to Pay Rent or Quit, or a 3-Day Notice to Comply to the Lease, or any notice, then Lessee shall pay a \$40.00 fee as additional rent to the Lessor for the issuance, service, and mailing of said 3-Day Notice, or any Notice to Comply. Said fee is due at the issuance of any notice. If, by reason of any default or breach on the part of either party in the performance of this agreement, a legal action is instituted the losing party agrees to pay the prevailing party all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease shall be commenced and maintained in the County where the leasehold premises is situated regardless of Lessee's residence or place of business.
40. If Lessee terminates lease prior to lease expiration date or without proper notice being given after expiration and term is month-to-month, Lessee shall be responsible for any and all advertising costs, plus all other costs to re-rent said leasehold in addition to all rents and utilities due under said lease.
41. LEASE: This lease, with written addendums hereto, represents the entire agreement between Lessor and Lessee and no other representations shall be binding or valid. Any modification to the lease must be in writing and executed by Lessor and Lessee, as the agent does not have authority to bind the Lessor unless the same is reduced to writing. The Lessor's agent has no authority to modify the term and covenants of this lease, the only authority the agent has is to fill in the blanks as

indicated on the lease. If any term, conveyance, or condition of this lease agreement is found to be void or unenforceable by reason of law, the remaining portions of this lease shall sever and survive, remaining in full force and effect.



Landlord



Tenant

Exhibit 2: 3-Day Notice

THREE-DAY NOTICE TO COMPLY WITH LEASE OR VACATE

To: SKYLAR BLOOMINGTON

NOTICE: You are in default of the terms of the lease for the property at 114 17th Avenue North, Apt. 25, Payette, Idaho, 83661 as follows:

- You are in violation of Section 14 of the lease by keeping a pet (a dog) on the premises contrary to the lease restrictions,
- You are in violation of Section 23 of the lease by keeping a dangerous dog on the premises in violation of Payette City Code, and
- You are violation of Section 23 of the lease by keeping a dog on the premises that is a nuisance.

You must either comply with the lease by permanently removing the pet from the premises or move out within three (3) days after you receive this notice.

If you fail to either comply with the lease or move out within three (3) days, you can be sued for eviction and forced to move. You may also be required to pay all fees and court costs, including attorney fees.

December 28, 2017

/s/

Brett Mills, Manager
Mills Property Management, LLC

Exhibit 3: Request for Reasonable Accommodation

Skylar Bloomington
114 17th Avenue
Apartment 25
Payette, ID 83661

December 29, 2017

Mr./Ms. Brett Mills
River Point Apartments
Property Management Office
114 17th Avenue
Payette, ID 83661

Dear Mr./Ms. Mills,

I am the person who rents unit 25 the River Point Apartments. I received your Three-Day Notice to Comply with Lease or Vacate. This letter will serve as my second request for reasonable accommodation. As you will see from the attached letter, dated 10 April, 2017, I have already previously submitted this request.

The dog referred to in your Notice is not a pet, but is a companion animal, prescribed to me by my therapist, Dr. Addison Fletcher. Therefore, I am not in violation of my lease agreement and intend to stay in my current apartment with my companion animal.

Sincerely,



Skylar Bloomington

Exhibit 4: Payette City Ordinance

The exhibit on this page and the next two pages are all part of the same exhibit.

Payette City Code, Title 5, Chapter 5, DANGEROUS DOGS PROHIBITED

1) DEFINITIONS:

- a) Any of the following, only one of which is required to declare a dog dangerous:
 - i) Any dog that makes an unprovoked attack that causes bodily injury to a human being and the attack occurs off the owner's premises. "Bodily injury" means lacerations, broken bones, punctures of the skin, or any physical injury resulting in death;
 - ii) A dog that has bitten, attacked, approached in a dangerous, vicious, or terrorizing manner or otherwise endangered livestock without provocation and the event occurs off the owner's premises;
 - iii) A dog that, without intentional provocation, has chased or approached a person on the streets, sidewalks, or any public place in a menacing, vicious, or terrorizing manner or with an apparent attitude of attack, whether or not the attack is consummated or is capable of being consummated;
 - iv) A dog that bites or attacks and causes serious injury or death to another dog while the other dog is on the owner's property or under the dog owner's control;
 - v) Any dog, which on private property, when unprovoked, in a vicious or terrifying manner approaches in an apparent attitude of attack, or bites, or inflicts injury, or otherwise attacks a mailman, meter reader, serviceman, delivery man, or other person who is on the dog owner's property with permission;
 - vi) Any dog which, whether on public or private property, in a vicious or terrifying manner approaches in an apparent attitude of attack, or bites, or inflicts injury, or otherwise attacks the sheriff, a deputy sheriff, police officer, ordinance or animal control officer or agent, or other city employee in the performance of their duties;
 - vii) Any dog that is an American pit bull terrier, American Staffordshire terrier, Staffordshire bull terrier, Presa Canario (Canary Island dog), Cane Corso (Italian mastiff), Dogo Argentino (Argentinean mastiff), Fila Brasileiro (Brazilian mastiff), Japanese Tosa (Japanese mastiff) or any dog exhibiting those

distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, if any, or any mixed breed of dog which contains as an element of its breeding the breed of American pit bull terrier, American Staffordshire terrier, Staffordshire bull terrier, Presa Canario (Canary Island dog), Cane Corso (Italian mastiff), Dogo Argentino (Argentinean mastiff), Fila Brasileiro (Brazilian mastiff), or Japanese Tosa (Japanese mastiff) as to be identifiable as partially of the breed of American pit bull terrier, American Staffordshire terrier, Staffordshire bull terrier, Presa Canario (Canary Island dog), Cane Corso (Italian mastiff), Dogo Argentino (Argentinian mastiff), Fila Brasileiro (Brazilian mastiff), or Japanese Tosa (Japanese mastiff) by a qualified veterinarian duly licensed as such by the state of Idaho; or

viii) Any dog, which is bred, trained, owned, possessed, or kept for the purpose of dogfighting.

b) The term “dangerous dog” shall not apply to the following:

i) Any dog on the owner’s premises causing injury to a person committing a trespass or other tort, or causing injury to a person committing or attempting to commit a crime at the time of the injury, or causing injury to one who is teasing, tormenting or assaulting the dog in a manner that an ordinary and reasonable person would conclude was intentionally antagonizing the dog.

ii) Dogs maintained as guard dogs, as defined in section 5-5-1 of this chapter and in compliance with this chapter shall not be included under this section however no person shall keep as a guard dog any pit bull, Presa Canario, Canary Island dog, or Cane Corso as further defined in this chapter.

2) HARBORING PROHIBITED

a) It shall be unlawful for any person to keep or harbor a dangerous dog, or for the owner or landlord of any premises to allow any person to keep or harbor a dangerous dog.

3) PENALTIES:

a) Any person who violates any part of this chapter shall be guilty of a misdemeanor and shall be fined not more than one thousand dollars (\$1,000.00) or imprisoned not more than one hundred eighty (180) days, or both for each offense.

b) Any dog that is a dangerous dog shall be impounded and destroyed.

- c) Any person found guilty of violating this chapter shall pay all expenses, including shelter, food, any veterinary expenses for identification or certification of the breed of the animal, boarding and veterinary expenses necessitated by the seizure of the dog for the protection of the public, and such other expenses as may be required for the care or destruction of any such dog.

Exhibit 5: Letter From Dr. Fletcher

Dr. Addison Fletcher, PsyD, NP, LPC

125 East State Street, Suite 4
Payette, ID
(208) 555-5555

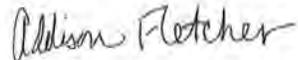
10 April, 2017

To Whom It May Concern:

Skylar Bloomington is my patient and has been under my care since the beginning of March 2017. I am intimately familiar with his/her history and with the functional limitations imposed by his/her mental health-related issue.

Due to this emotional disability, Skylar Bloomington has certain limitations coping with what would otherwise be considered normal, but significant day to day situations. To help alleviate these challenges and to enhance his/her day to day functionality, I have prescribed Skylar to obtain an emotional support animal. The presence of this animal is necessary for Skylar's mental health because its presence will mitigate the symptoms s/he is currently experiencing.

Sincerely,



Dr. Addison Fletcher, PsyD, NP, LPC

Exhibit 6: Citation from City of Payette Animal Control

Please note that the exhibit on this and the next page are part of the same exhibit.

CITY OF PAYETTE No. 2017-00897321

IDAHO UNIFORM CITATION

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF PAYETTE

STATE OF IDAHO	}	COMPLAINT AND SUMMONS
	}	
vs.	}	<input type="checkbox"/> Infraction Citation
	}	<input checked="" type="checkbox"/> Misdemeanor Citation
<u>Mills</u>	}	<input type="checkbox"/> Accident Involved
Last Name	}	
<u>Brett</u>	}	<input type="checkbox"/> Commercial Vehicle Driven by this Driver
First Name Middle Initial	}	

IPUC # _____ USDOT TK Census # _____

N/A

Operator Class A Class B Class C Class D Other _____

GVWR 26001+ 16+ Persons Placard Hazardous Materials DR# _____

Home Address Unknown

Business Address 114 17th Ave N., Payette Ph# _____

THE UNDERSIGNED OFFICER (PARTY) HEREBY CERTIFIES AND SAYS:

I certify I have reasonable grounds, and believe the above-named Defendant.

DL or SS # _____ State _____ Sex M F

Height _____ Wt. _____ Hair _____ Eyes _____ DOB Unknown

Veh. Lic. # _____ State _____ Yr. of vehicle _____ Make _____

Model _____ Color _____

Did commit the following act(s) on Dec 18 2017 at ~9 o'clock AM.

Vio. #1 Payette City Code 5-5-3
Code Section

"Harboring a dangerous dog"

Vio. #2 _____
Code Section

Location 114 17th Ave N. Payette

Hwy _____ Mp. _____ County, Idaho.

12/18/2017 Ash Masterson Payette PD
Date Officer/Party Serial #/Address Dept.

151
Date Witnessing Officer Serial #/Address Dept.

THE STATE OF IDAHO TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned to appear before the Clerk of the Magistrate's Court of the District Court of Payette County, Payette, Idaho, located at 1130 3rd Ave N. the 10 day of January 2018, at 9 o'clock A.M.

I acknowledge receipt of this summons and I promise to appear at the time indicated.

Left w/ assistant manager
Defendant's Signature

I hereby certify service upon the defendant personally on 12/18 2017

151
Officer

Exhibit 7: Photo Submitted from Daryl Pinkerton of Dog Bite



Exhibit 8: Photo of Asta with Kelsey Shaw's Niece



Exhibit 9: Photo Submitted by Skylar Bloomington of Apartment Damage



Exhibit 10: Photo Submitted by Brett Mills of Apartment Damage



Exhibit 11: Apartment Repair Estimate

Tag Musleman Contracting

725 Workman Way
Caldwell, ID 83605
Phone: (208) 555-1212

WORK ESTIMATE

ESTIMATE #	DATE
2034	1/21/2018

TO

Brett Mills
River Point Apartments
1289 River Point Way
Payette, ID 83661

DESCRIPTION OF WORK

Complete Restoration of Unit 25 at the River Point Apartments in Payette, including but not limited to repair and rebuild baseboards, windowsills, and living room walls, pulling up old carpet, replacing subfloor, installing new carpet, and painting full apartment.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Carpet and padding for 200 square feet		\$ 3,500.00	\$ 3,500.00
Subfloor materials		\$ 1,500.00	\$ 1,500.00
Baseboards and windowsills		\$ 1,250.00	\$ 1,250.00
Painting supplies		\$ 1,750.00	\$ 1,750.00
Labor (\$75 an hours at an estimated 40 hours of work)		\$ 3,000.00	\$ 3,000.00
<i>Thank you for your business!</i>		TOTAL ESTIMATE	\$ 11,000.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact
Tag Musleman at tmusleman@musleman.com

Jury Instructions

Jury Instruction No. 1

These instructions explain your duties as jurors and define the law that applies to this case. It is your duty to determine the facts, to apply the law set forth in these instructions to those facts, and in this way to decide the case. Your decision should be based upon a rational and objective assessment of the evidence. It should not be based on sympathy or prejudice.

It is my duty to instruct you on the points of law necessary to decide the case, and it is your duty to follow the law as I instruct.

In determining the facts, you may consider only the evidence admitted in this trial. This evidence consists of the testimony of the witnesses, the exhibits admitted into evidence, and any stipulated or admitted facts. While the arguments and remarks of the attorneys may help you understand the evidence and apply the instructions, what they say is not evidence. If an attorney's argument or remark has no basis in the evidence, you should disregard it.

Jury Instruction No. 2

The production of evidence in court is governed by rule of law. At times during the trial, I sustained an objection to a question without permitting the witness to answer it, or to an offered exhibit without receiving it into evidence. My rulings are legal matters, and are solely my responsibility. You must not speculate as to the reason for any objection, which was made, or my ruling thereon, and in reaching your decision you may not consider such a question or exhibit or speculate as to what the answer or exhibit would have shown. Remember, a question is not evidence and should be considered only as it gives meaning to the answer.

Jury Instruction No. 3

There were occasions where an objection was made after an answer was given or the remark was made, and in my ruling on the objection I instructed that the answer or remark be stricken, or directed that you disregard the answer or remark and dismiss it from your minds. In your deliberations, you must not consider such answer or remark, but must treat it as though you had never heard it.

Jury Instruction No. 4

The law does not require you to believe all of the evidence admitted in the course of the trial. As the sole judges of the facts, you must determine what evidence you believe and what weight you attach to it. In so doing, you bring with you to this courtroom all of the experience and background of your lives. There is no magical formula for evaluating testimony. In your everyday affairs, you determine for yourselves whom you believe, what you believe and how much weight you attach to what you are told. The considerations you use in making the more important decisions in your everyday dealings are the same considerations you should apply in your deliberations in this case.

Jury Instruction No. 5

It is customary to refer to parties by their positions in the case: plaintiff and defendant, claimant and respondent, counterclaimant and counter defendant. In this case such references can be confusing. In order to maintain clarity, these jury instructions will refer to Mills Property Management, LLC and Brett Mills as “Landlord,” and to Skylar Bloomington as “Tenant.”

Jury Instruction No. 6

In this case the Landlord is seeking to evict the Tenant based on a claim that the Tenant has violated the terms of the lease. The Landlord has the burden to prove by a preponderance of the evidence that all of the following are true:

- a) There was a valid lease agreement between the Landlord and the Tenant; and
- b) The Tenant violated the lease agreement; and
- c) The Landlord properly notified the Tenant that Tenant must either a) cure the violation or b) vacate the premises; and
- d) The Tenant a) did not cure the violation and b) did not vacate the premises in the time demanded.

Jury Instruction No. 7

In this case, the Tenant has asserted the affirmative defenses that the Landlord consented to the presence of the dog, that the Landlord waived the lease provision prohibiting pets, or that the Landlord has unlawfully discriminated against the Tenant. The Tenant only needs to establish a single affirmative defense to prevail.

To establish that the affirmative defenses of waiver or consent, the Tenant has the burden to prove by a preponderance of the evidence that all of the following are true:

- a) The Landlord knew or should have known of the presence of the dog on the premises; and
- b) The Landlord spoke or acted in such a way that the Tenant reasonably construed as the Landlord's waiver or consent; and
- c) The Tenant reasonably acted in reliance on the Landlord's words or actions.

To establish the affirmative defense of unlawful discrimination, the Tenant has the burden to prove by a preponderance of the evidence that all of the following are true:

- a) The Tenant is a person with a disability; and
- b) The Landlord unlawfully discriminated against the Tenant because of the Tenant's disability.

Jury Instruction No. 8

The Tenant has also asserted a counterclaim against the Landlord. A counterclaim is not a defense. It is a separate claim that must be evaluated on its own merits, regardless of how you decide the Landlord's claim.

The Tenant's counterclaim asserts that the Landlord violated the federal Fair Housing Act and the Idaho Human Rights Act by discriminating against the Tenant because of the Tenant's disability.

To prevail on the Counterclaim the Tenant has the burden to prove by a preponderance of the evidence that all of the following are true:

- a) The Tenant has a disability; and
- b) The Landlord knew or reasonably should have known about the Tenant's disability; and
- c) The Tenant requested a reasonable accommodation from the Landlord; and
- d) The companion animal is a reasonable accommodation for the disability; and
- e) The Landlord refused the Tenant's request for the reasonable accommodation; and

- f) The Landlord's refusal resulted or will result in making housing unavailable to the Tenant.

Jury Instruction No. 9

Disability is defined in either of two ways. A disability can be:

- a) a physical or mental impairment which substantially limits one or more of such person's major life activities, or
- b) a physical or mental condition of a person, whether congenital or acquired, which constitutes a substantial limitation to that person and is demonstrable by medically accepted clinical or laboratory diagnostic techniques.

A person with a disability is one who

- a) has an impairment or disability, or
- b) has a record of having such an impairment or disability, or
- c) is regarded as having such an impairment or disability.

Jury Instruction No. 10

Unlawful discrimination means to do any of the following because of a person's disability:

- a) To discriminate in the rental, or to otherwise make unavailable or deny, a dwelling to any person, because of that person's disability; or
- b) To discriminate against a person in the terms, conditions or privileges of a rental or in the furnishing of facilities or services in connection therewith, because of that person's disability; or
- c) To refuse to negotiate a real estate transaction with a person because of that person's disability; or
- d) To refuse to permit, at the expense of a person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if the modifications may be necessary to afford such person full enjoyment of the premises; or

- e) To refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling.

Jury Instruction No. 11

In deciding whether the companion animal is a reasonable accommodation, you must consider and weigh the following:

- a) Does the accommodation facilitate the Tenant's ability to function?
- b) Is the benefit to the Tenant greater than the burden on the Landlord?

It is not necessary that an animal have specialized training in order to qualify as a companion animal.

Jury Instruction No. 12

If you find from your consideration of all the evidence that the Landlord has proved each of the propositions required of the Landlord for the case in chief, and further find that the Tenant has failed to prove each of the propositions required for the affirmative defense, your verdict should be for the Landlord.

If you find that the Landlord has failed to prove each of the propositions required for the case in chief, or find that the Tenant has proved each of the propositions required for the affirmative defense, your verdict should be for the Tenant.