

Case # 340350

**Statement of Additional Grounds
for Review**

State of Washington

v.

Carrie Lee Aenk

**NOTE: attachments are copied in black and white
(see colored attachments in original in pouch)**

FILED

JUL 27 2016

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

COURT OF APPEALS
DIVISION THREE
OF THE STATE OF WASHINGTON

STATE OF WASHINGTON)

Respondent)

v.)

CARRIE LEE AENK)

Appellant.)

No. 340350

STATEMENT OF ADDITIONAL
GROUND FOR REVIEW

I, Carrie Lee Aenk, have received and reviewed the opening brief prepared by my attorney. Summarized below are the additional grounds for review that are not addressed in that brief. I understand the Court will review this Statement of Additional Grounds for Review when my appeal is considered on the merits.

Additional Ground 1

Number 1: I had emailed trial defense counsel a list of eye witnesses with each person's contact information. Each person was willing to testify at trial. Trial counsel refused to contact any witnesses. Instead, he asked me to contact them again to make sure they would be there for trial. A couple of the witnesses even called trial counsels office in order to talk to him but he didn't return their calls. Each person agreed to testify and took days off from their jobs so they could be present at trial and be called as a witness. Trial counsel refused to place the witnesses on the witness list, call them to the witness stand, or even talk to the witnesses.

orig

Trial counsel said that he had not been paid enough money to take the time to contact the witnesses or subpoena them, even though I had paid him.

Number 2: Just before trial, I text messaged trial counsel about my concerns with Juror No. 16. He was a firefighter with the Loon Lake Fire Department and his residence is in Stevens County. This firefighter had been to my home several times due to one of our farm hands had Multiple Sclerosis and needed emergent medical attention frequently when he would have an episode. **(Exhibit A)**. Because it would cost me another \$500 for trial counsel to hire an investigator and I didn't have the money, he said he couldn't do anything about it until I had the money and by the time I could come up with the money; the trial would be over and make no difference any way.

Number 3: Since it had been brought to the attention of the trial Judge that the "victims" were talking within ear shot of the jury during the breaks of the trial, but didn't overhear anything pertinent to the case, the trial Judge ordered all parties to stay away from the jury, including but not limited to, the jury room, in the hallway near the jury room and in the corridor. It was ordered that all parties were to turn away from the jury room once off the elevator or top of stairs and have discussions at the opposite end of the hallway away from the jurors and jury room. **(Vol. II, Page 269, Lines 1-13)**.

A witness in the hallway took photographs of the prosecutor and "victims" clearly standing in front of the jury room talking negatively about me as several jury members were entering the jury room on the morning of deliberations. When the cell phone with the photos were immediately brought to the attention of trial counsel and asked to bring this up to the judge on the record with the witness, trial counsel said that it didn't matter and the judge wouldn't do anything about it. That this happens all the time. Even though I insisted that he bring up the situation on the record, trial counsel refused. **(Exhibit B)**. More photos available if needed.

Number 4: Trial Counsel failed to give evidence to the jury that the “victims” has a history within the court system in Idaho of doing the same thing to others they did to me. Around the same time frame as they signed the contracts to adopt the horses, wrote a check for the adoption fee, canceled the check, and then tried to sue us, the “victims” did the same thing to two other victims in Idaho. Wherein one victim lost money to the tune of \$112,000 (One hundred twelve thousand) and had to sue the Hatfield’s. One other victim had to sue the Hatfield’s for \$589.85. Both victims against the Hatfield have won their cases and the Hatfield’s were forced to pay back what they stole. When I brought this information with the Idaho court documents to trial counsel months prior to the trial, he agreed that he would use the information in front of the jury. During the trial, trial counsel refused to use the information with no explanation as to why. **(Exhibit C)**.

Number 5: As Dustin Hatfield walked into the courtroom to testify, he walked in with a cane, pronounced limp, and walking very slowly. Mr. Hatfield testified that he was disabled from an injury sustained in Afghanistan and he had been disabled for eight years. I had given trial counsel a copy of a report of a physical examination given to Mr. Hatfield just prior to the trial in order for Mr. Hatfield to obtain a commercial pilots license. The physical examination gave Mr. Hatfield a clean bill of health with no disabilities. Either the doctors that give stringent physical examinations to patients concerning commercial pilots and flying are lying by saying Mr. Hatfield is not disabled and is qualified to fly commercially and privately or Mr. Hatfield lied and misled the jury. Since Mr. Hatfield’s religion of choice is Muslim, and since his wife, Elle Hatfield, stated that her husband can harm people through military drones out of Fairchild AFB through the Department of Defense, it is of great concern that Mr. Hatfield is allowed a commercial pilots license through the FFA in light of the terrorist attacks within the United States borders. Trial counsel refused to present this to the jury. Trial counsel said that since Mr. Hatfield had just testified and Mrs. Hatfield had not testified yet, he could recall Mr. Hatfield to the stand and still question Mrs. Hatfield. Then he changed it and said it was not necessary and it was too late. **(Exhibit D)**.

Number 6: The prosecutor stated several times in front of the jury that Mr. Hatfield was in Afghanistan for active duty military service. Mr. Hatfield was not in the Armed Forces of the United States. He was an employee of a subcontractor for the Air Force. When I called this non-truth to trial counsels attention, with documentation from the Armed Forces of the United States to prove such and asked him to make this clear to the jury, he refused. He said he didn't want to confuse the jury. (Vol. II, Page 219, Lines 4 & 5).

Number 7: Directly after the trial was over and the verdict was read, Detective Karr approached the trial Judges clerk in the courtroom and offered her an opened manila envelope that had the evidence tape broken off the seal. Detective Karr stated that she had forgotten to give the envelope and evidence to the court and that she had broken the seal prior to trial. She stated that she knew that she was suppose to open the envelope on the witness stand but she needed to make copies of some of the contents prior to trial so she opened the envelope. The clerk took the envelope and the clerk stated that she needed to discuss this with the Judge. Trial counsel and I were standing right there along with two other witnesses. I mentioned that the chain of evidence was broken and her integrity was now called into question. Police officers are supposed to be held to higher standards than most. Detective Karr looked at me and smiled. Trial counsel refused to do anything. Instead, he ushered us out of the court room quickly. When asked why he removed us from courtroom so we could witness what the clerk told the Judge and why he didn't say something or do something, he stated that there was nothing he could do.

A police officer lying by omission is still a lie. Every person involved in the criminal justice system relies on police honesty:

- Under the application of the collective knowledge doctrine, police officers rely on the validity of information provided to them by fellow officers.
- Supervisors render decisions based on information received from officers.
- According to the tenets of community policing, citizens are urged to

communicate and cooperate with law enforcement officials. If they trust and respect police officers, the ability to garner their support will only be enhanced.

- Prosecutors depend on honest reports, statements, and affidavits when prosecuting criminals.
- Judges rely on honesty in evaluating warrants.
- Jurors determine guilt or innocence and often liability based on an officer's investigation and testimony.

The societal benefits of creating a public policy of police honesty are enormous. If all parties in the criminal justice system believe that police officers would not lie at the risk of losing their careers, issues of credibility regarding police will be greatly reduced, leading to more successful prosecutions, a reduced number of constitutional violations, and fewer liability cases and losses. In addition, officers are increasingly reluctant to cover for fellow officers who have committed acts of misconduct because of increased moral and ethical standards as well as the risk of discipline. If lying for a fellow officer will lead to almost certain termination, such a policy might in time eliminate the "code of silence" completely.

Washington State officers are now on notice that if they are found to be intentionally untruthful, they will be terminated as a matter of public policy. This case law will presumably be taught to all recruits and in-service officers, putting them on notice that if they lie they will not be police officers anywhere in the state. Some might argue that lying is a natural part of law enforcement work. It is undeniable that officers lie while working undercover and very often while conducting investigations and interrogations, as well as when using trickery for legitimate law enforcement purposes. However, a clear line can be drawn between sanctioned lying and prohibited lying. That clear line could be that police officers found to have lied intentionally in an official document such as a police report, statement, or affidavit or in an official

proceeding such as an internal affairs investigation, administrative hearing, or in court will be terminated as a matter of public policy, as such officers cannot work effectively and should therefore not be allowed to work within the law enforcement profession.

Until such public policy is adopted by the state in which an agency is located, the best way to encourage honesty is to have a clear code of conduct stating that officers who are untruthful will be subject to termination for a first offense and to implement this code standard in a consistent manner.

Each one of these situations were important to the winning of this case and if brought in front of the jury as I asked trial counsel to do, could have resulted in a different outcome of the case.

Date: July 27, 2016

Signature:

A handwritten signature in black ink, appearing to be "A. E. N. K.", written over a horizontal line.

Exhibit

" A "

← Richard
(509) 220-1603



Tue, 10/13/2015

Juror number 16, the firefighter, works at the Loon Lake fire dept. Which us Stevens county and even though he claimed he does not know me, all of the Loon Lake firefighters know me. Jeff, the firefighter has been to the house several times.



7:23 AM

EX R

Exhibit

"B"



EX B

Exhibit

"C"

ORIGINAL

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
FILED:

BRENT G. SCHLOTTHAUER
VASSEUR & SCHLOTTHAUER, PLLC
P.O. Box 808
Coeur d'Alene, ID 83816-0808
Telephone: (208) 664-4457
Facsimile: (208) 765-4702
ISBA #6104

2014 FEB -3 PM 1:13

CLERK DISTRICT COURT
Ron Dixon
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI**

NO MORE GOODBYES, INC., an Idaho corporation;)	Case No. CV 14 - <u>1164</u>
)	
Plaintiff,)	COMPLAINT
)	
vs.)	Fee Category: A
)	Fee: \$96.00
AERO CONSULTING, LLC, an Idaho limited liability company; and DUSTIN B. HATFIELD and LISA R. HATFIELD, husband and wife,)	
)	
Defendants.)	
)	

COMES NOW, the above-named plaintiff, NO MORE GOODBYES, INC., an Idaho corporation, by and through its attorney, BRENT G. SCHLOTTHAUER, of the firm VASSEUR & SCHLOTTHAUER, PLLC, and for a cause of action against defendants AERO CONSULTING, LLC, an Idaho limited liability company, and DUSTIN B. HATFIELD and LISA R. HATFIELD, husband and wife, hereby complains and alleges as follows:

COMPLAINT - 1

ASSIGNED TO JUDGE HANSEN

EXC

PARTIES

I.

Plaintiff NO MORE GOODBYES, INC. is, and at all times relevant to this action was, a general business corporation organized and existing under the laws of the state of Idaho.

II.

Plaintiff is informed and believes, and on that basis alleges, Defendant AERO CONSULTING, LLC, is a limited liability company organized and existing under the laws of the state of Idaho, and maintains its principal place of business in Kootenai County, Idaho.

III.

Plaintiff is informed and believes, and on that basis alleges, Defendant DUSTIN B. HATFIELD is, and at all times relevant to this action was, a resident of Kootenai County, Idaho.

IV.

Plaintiff is informed and believes, and on that basis alleges, Defendant LISA R. HATFIELD is, and at all times relevant to this action was, a resident of Kootenai County, Idaho.

JURISDICTION AND VENUE

V.

The actions, inactions, events and conduct which form the foundation and basis of the causes of action relating to the subject matter of this action occurred and transpired within the County of Kootenai, State of Idaho.

VI.

This is an action seeking a money judgment resulting from Defendants' default under the terms of a written Promissory Note, as more specifically stated herein.

VII.

The Court has jurisdiction to try each of the Plaintiff's causes of action against each of the Defendants. The Defendants are subject to the jurisdiction of the courts of this State for the causes

of action alleged in this Complaint which arose from the Defendants' transacting business within the County of Kootenai, State of Idaho.

VIII.

Venue in this Court is proper pursuant to I.C. § 5-404 in that Kootenai County is the county in which the Defendants reside and is the county in which the causes of action set forth herein arose and/or transpired.

COMMON ALLEGATIONS

IX.

On or about February 10, 2012, Defendant AERO CONSULTING, LLC, executed and delivered to the Plaintiff a written Promissory Note (herein the "Promissory Note"), whereby said Defendant promised to pay to the order of Plaintiff the sum of One Hundred Twelve Thousand Dollars (\$112,000.00) with interest thereon at the rate of seven percent (7.0 %) per annum. A true and correct copy of said Promissory Note is attached hereto as Exhibit "A" and by this reference incorporated herein.

X.

Defendants DUSTIN B. HATFIELD and LISA R. HATFIELD likewise executed and delivered the Promissory Note to Plaintiff as the personal guarantors thereof.

XI.

Per the terms of the Promissory Note, Defendants are obligated to make payments to Plaintiff in the amount of \$868.33 per month.

XII.

Defendants are in default under the term of the Promissory Note in that Defendants have failed to pay the installment payments due thereunder when due.

XIII.

There has been paid to Plaintiff, on account of the principal payable under the Promissory Note, the aggregate sum of \$4,086.69 and no more. The principal sum of \$107,913.31 remains as past due and owing under the Promissory Note.

XIV.

Plaintiff is now, and was at all times pertinent to this action, the sole payee and holder of the Promissory Note.

XV.

Plaintiff has declared the remaining principal balance as immediately due and payable.

FIRST CAUSE OF ACTION

(Action on Promissory Note)

XVI.

For a first cause of action against the Defendants, and each of them, Plaintiff restates all material paragraphs of this Complaint as though said allegations were fully set forth herein.

XVII.

Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiff the above-referenced amounts remaining as due and payable under the terms of the subject Promissory Note.

SECOND CAUSE OF ACTION

(Attorney Fees)

XVIII.

For a second cause of action against the Defendants, and each of them, Plaintiff restates all material paragraphs of this Complaint as though said allegations were fully set forth herein.

XIX.

Plaintiff has been compelled to retain an attorney to prosecute this action, and reasonable attorney fees for such services in the event of the Defendants' default are Three Thousand Five Hundred Dollars (\$3,500.00).

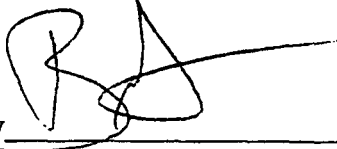
PRAYERS FOR RELIEF

WHEREFORE, Plaintiff prays for relief in favor of Plaintiff and against the Defendants, and each of them, as follows:

1. For Judgment against Defendants, and each of them, and in favor of Plaintiff for the unpaid principal amount of \$107,913.31, together with pre-judgment and post-judgment interest in an amount as allowed by law;
2. For an award to Plaintiff of attorney fees in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) in the event this matter is determined by default, and thereafter such additional sums as the court may deem just and proper;
3. For the costs of suit incurred herein; and
4. For such other and further relief, at law or in equity, as the Court deems just and proper.

DATED this 29th day of January, 2014.

VASSEUR & SCHLOTTHAUER, PLLC

By 

BRENT G. SCHLOTTHAUER
Attorneys for Plaintiff

VERIFICATION

STATE OF IDAHO)
 : ss
County of Kootenai)

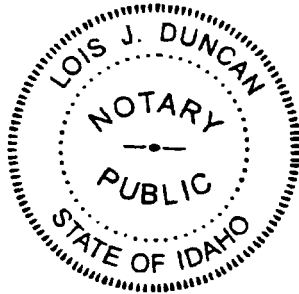
Plaintiff, **NO MORE GOODBYES, INC.**, by and through its President, **DANA L. HILL**,
being first duly sworn states that it has read the forgoing document, the facts set forth in the forgoing
petition are true, accurate and complete to the best of Plaintiff's knowledge, information and belief.

NO MORE GOODBYES, INC.

Dana L Hill
By: Dana L. Hill
Its: President
19 E. Roscoe Court
Spokane, WA 99224

Subscribed and sworn to before me this 3 February day of ~~January~~, 2014.

(SEAL)



Lois Duncan
Notary Public for Idaho
Residing At: *Coeur d'Alene*
My Commission Expires: *05-24-16*



First American Title Company

PROMISSORY NOTE

\$112,000.00

Dated: February 10, 2012

Coeur d'Alene, ID

File No.: 407492-C (mj)

FOR VALUE received, the undersigned promise to pay to the order: **No More Goodbyes, Inc.**, or order, the principal sum of **One Hundred Twelve Thousand and No/100 Dollars (\$112,000.00)** in lawful money of the United States of America, with interest thereon at the rate of **seven percent (7.0000) % per annum from April 01, 2012, in installments as follows:**

The sum of \$868.33, which includes interest, to be paid on or before May 01, 2012, and a like sum of \$868.33, which includes interest, to be paid on or before First of each and every Month thereafter, until April 01, 2017, at which time the entire balance of principal, plus accrued interest thereon, shall be due and payable.

All payments shall be credited first to interest and the remainder, if any, to principal.

If the Note Holder has not received full amount of any monthly payment by the end of the 14 calendar day(s) after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be \$43.41 of our overdue payment of principal and interest. We will pay this late charge promptly but only once on each late payment.

The makers reserve the option to prepay this obligation at any time without notice or incurring a penalty for such prepayment or prepayments. All prepayments shall be applied by the holder hereof against principal in the inverse order of maturity without reducing the amount of the remaining obligatory installments as provided herein above, nor shall any such prepayments have the effect of excusing the next installment payment due.

In case of failure to pay any installment when same shall become due, the holder, at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit, the undersigned hereby agree to pay all costs and a reasonable attorneys' fee.

The undersigned hereby waive presentment, protest, and notice.

Aero Consulting, LLC, an Idaho limited liability company

By: Lisa R. Hatfield, Member

Description	CV 2014-1164 No More Goodbyes vs Aero, et al 20140723 Motion for Partial Summary Judgment Judge Luster Court Reporter Val Nunemacher Clerk Suzi Sverdsten	
Date	7/23/2014	Location 1K-COURTROOM9
Time	Speaker	Note
03:39:55 PM	J	Present PA-Darin Murphey DA-Rick Harris
03:40:35 PM	DA	Here on behalf of Dustin and Lisa Hatfield today. She is now Elle Hatfield. The claim is that they signed the promissory note 112,000 note. Narrow issue. My clients say that this case comes out of the purchase of a business. My clients agreed to buy the assets, paid money down and rest on promissory note. Purchase and Sale Agreement Exhibit A attached. They used a real estate broker to handle the transaction. The seller is No More Goodbyes. Talks about the fact that there will be financing but nothing said about a personal guarantee. And addendum was done.
03:45:20 PM	DA	Mark A-1.
03:45:50 PM	PA	Agrees
03:45:58 PM	DA	Exhibit A-1 to the Delcaration of James Hill.
03:46:18 PM	J	Alright.
03:46:31 PM	DA	Mr. Hill says it was important that they agreed to personal guarantee. Addendum spells out the terms and it says nothing about a requirement of a personal guarantee. We are left to look at the promissory note. Covered under 9509. You have to determine does this satisfy the Statute of Fraud. Note talks about what the payment would be, interest. Don't see any clause talking about a personal guarantee.
03:51:30 PM	J	What about the language of the first sentence.
03:52:00 PM	DA	That is the confusion. No claim made is that they are a maker. Claim should be thrown out. Response cite a case regarding a lease agreement. The written memo in the Falco case is not sufficient. We have this he said she said kind of disputes. You can't have a promissory note without the I promise to pay. Ask you grant SJ.
04:04:54 PM	PA	Guarantor has a legal meaning. Falco is determining if there is a sufficient writing. Is it signed? Yes, does note supply enough that a contract is between the parties. Yes. Like Falco this promissory note would be termed guarantor. It meets the statute of fraud at summary judgment.
04:11:19 PM		Inconsistent for a writing to met the requierments of statute of

	J	fraud and still be ambiguous?
<u>04:11:38 PM</u>	PA	No. You have a signature and a writing.
<u>04:13:31 PM</u>	DA	What part of the contract is ambiguous? If you have a contract for the sale of goods for over \$5000. Who will deliver? If no clause in contract of a personal guarantor, if not in there, that doesn't pass mustard with the elements of fraud. Guarantee is a promise under the guarantor.
<u>04:17:40 PM</u>	J	Recess.
<u>04:17:50 PM</u>	J	Back on the record. Motion focuses on the issues of the application for the Statute of Frauds. Conflicting evidence in this case. Promissory note and the real estate documents. Parties have a different understanding. May be an ambiguous writing here. Promise to pay is covered under statute of fraud. Does document comport to the requirements of the statute of fraud. Legal question. Certain ambiguity as to what was intended by the language of the signature lines. We have a written document, lawsuit brought under the document, includes obligation to pay and a signator of the Hatfields as guarantors. SJ is not appropriate. Denies the Motion for Summary Judgment. PA to prepare order.
<u>04:38:28 PM</u>	J	End

STATE OF IDAHO
DISTRICT COURT

2015 JAN 27 PM 1:41

CLERK DISTRICT COURT
[Signature]
DEPUTY

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI**

NO MORE GOODBYES, INC, an Idaho corporation,

Plaintiff,

vs.

AERO CONSULTING, LLC, an Idaho limited liability company; and DUSTIN B. HATFIELD and LISA R. HATFIELD, husband and wife,

Defendants.

Case No. CV 14-1164

**ORDER GRANTING STIPULATION
TO VACATE TRIAL AND RETAIN
JURISDICTION PURSUANT TO
MEDIATED SETTLEMENT
AGREEMENT**

THIS MATTER having come before the Court on the parties Stipulation to Vacate Trial and Retain Jurisdiction based on the Mediated Settlement Agreement, and good cause appearing, now therefore;

IT IS HEREBY ORDERED as follows:

The current trial setting of September 21, 2015, is hereby vacated, and the court shall

retain jurisdiction on this matter until January 16, 2016, at which time the case will either be dismissed by stipulation or judgment will be entered by stipulation, pursuant to the parties' Mediated Settlement Agreement.

DATED this 23 day of January, 2015.

By Lansing L. Haynes
THE HONORABLE LANSING HAYNES

#3721

FIRST JUDICIAL DISTRICT, STATE OF IDAHO
SHOSHONE COUNTY
SMALL CLAIMS DEPARTMENT

FILED _____ AT _____ M.
CLERK OF THE DISTRICT COURT
BY _____ DEPUTY

2013 SEP 26 PM 1:00

PEGGY WHITE
CLERK DIST. COURT

BY Mala Amos
DEPUTY

Case No. CV-2013-535

Erica L. ~~Sing~~ Silva
Mike Johnston
PLAINTIFF(S)

vs.

Dustin Hatfield
Ellen Hatfield
DEFENDANT(S)

CLAIM

\$ 2074.00 Claim
\$ 49.00 Filing Fee
\$ _____ Another Notice
\$ _____
\$ 2123.00 TOTAL

Plaintiff's Name	Address	City	State	Zip	Phone
Erica L. Silva	Box 99	Kingston	Id	83839	682-2149
Mike Johnston	Box 99	Kingston	Id	83839	512-3005
Plaintiff's Name	Address	City	State	Zip	Phone
Dustin B Hatfield	1295 W. Palouse	Post Falls	Id	83854	208-819-3580
Defendant's Name	Address	City	State	Zip	Phone
Ellen Hatfield	1295 West Palouse	Post Falls	Id	83854	208-819-3580

If you are seeking a judgment for money, fill out this portion.

AMOUNT OF CLAIM: 2074.04 (not including filing and service fees)

DATE CLAIM AROSE: March 18 2013 (month and year)

BASIS FOR YOUR CLAIM: Bought a dirt bike from us off craigslist took it home and rode it. Called to say it doesn't run. Offer 4 days canceled check. Over ->

If you are seeking a judgment for the return of personal property, fill out this portion.

PERSONAL PROPERTY: I am the owner, or I am entitled to possess, the following personal property, which is being held by the defendant (specifically describe the property):

Mr. + Mrs. Hatfield did not return 2 items to us a gas and oil mixing cup and a syringe kit part of sale

VALUE OF THE PROPERTY: \$ 40.00 (added this to top) not returned.

Service of process by certified mail requested: Yes No

BY SIGNING THIS CLAIM, THE PLAINTIFF VERIFIES THAT 1) the plaintiff is the true owner of the claim, 2) the defendant resides in Shoshone County, or the defendant resides outside Idaho and the claim arose in Shoshone County, and 3) the information above is true and correct to the plaintiff's best knowledge.

Erica L. Silva

Plaintiff's Signature

Subscribed and sworn to before me 9-26, 2013.

Mala Amos

Deputy Clerk or Notary Public

If Notary, my commission expires:

Por favor de avisamos antes de la fecha su corte si usted o el deficiente van a necesitar inerprete en la corte.

EX C

I took bike in to be fixed and since they bought the bike in perfect condition I want them to pay for ~~the~~ the repair.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE
 SMALL CLAIMS DEPARTMENT

SEP 26 PM 1:35

Erica L. Silva
Mike Johnston

PLAINTIFF(S),

vs.

Dustin Hatfield
Ellen Hatfield

DEFENDANT(S).

CASE NO. CV 2013-535
 CLERK DIST. COURT
 BY Marta Anso
 DEPUTY
 AFFIDAVIT OF COMPETENCE
 NON-MILITARY SERVICE,
 AND AMOUNT DUE

STATE OF IDAHO)

County of Shoshone) ss:

I, Erica L Silva, being first duly sworn, and upon personal knowledge of the facts and circumstances recited herein, state as follows:

- I am 18 years of age or older, and I am the plaintiff in this case, or the plaintiff in this case is a business organization and I am an owner or employee of the plaintiff.
- The defendant(s) in this case is (are) at least 18 years of age, and is (are) not incompetent.
- Check one:
 ___ the defendant(s) in this case is (are) not a member of the Armed Forces of the United States as defined by the Soldiers and Sailors Civil Relief Act of 1940 as amended or
 I am unable to determine whether the defendant(s) is (are) a member of the armed Forces as defined by the Soldiers and Sailors Relief Act of 1940 as amended.
- This claim ___ does does not include interest, finance charges, or late charges.
 If so, the amounts are calculated as follows: 271.60 interest @ 14%
on bike repair amount
- I have attached copies of all relevant documents to this affidavit.

6. The defendant(s) owes the plaintiff: \$ 2074.00
 Deduct payments made since the date of filing: \$
 Add fees for filing claim and service of process: \$ 99.00
 TOTAL DUE AND OWING \$ 2173.00

Erica L Silva
 Signature

Subscribed and sworn to before me this date: 9-26-13

Marta Anso
 Deputy Clerk or Notary Public
 If Notary, my commission expires:

STATE OF IDAHO
CLERK OF DISTRICT COURT
2013 DEC 30 PM 3:09

FIRST JUDICIAL DISTRICT, STATE OF IDAHO
SHOSHONE COUNTY
SMALL CLAIMS DEPARTMENT

REGINA CHUTE
CLERK DISTRICT COURT
BY Regina Chute
DEPUTY

ERICA LYNN SILVA, ETAL.
PRESENT: YES ___ NO

PLAINTIFF(S))

CASE NO. CV-2013-0000535

VS.

DUSTIN B HATFIELD, ETAL.
PRESENT: YES ___ NO

DEFENDANT(S))

JUDGMENT

It appears from the court's file that service of process has been made upon the defendant.

- Judgment is entered in favor of the plaintiff on the claim in the amount of \$ 480.85, with costs in the amount of \$ 109.00, for a total judgment of \$ 589.85.
- Judgment is entered in favor of the plaintiff for recovery and possession of the following personal property which the Defendant is hereby ordered to return to the Plaintiff:

and for costs in the amount of \$ _____.

After the defendant has paid the money required by the judgment, and returns any personal property required by the judgment, the defendant has *satisfied* the judgment. The Plaintiff is ordered to complete and file a Satisfaction of Judgment with the court clerk within 30 days after the judgment is satisfied.

- This is a default judgment
- This judgment is based on the agreement of the parties.
- Judgment is entered in favor of the defendant. The plaintiff's claim is denied.
- The plaintiff's claim is dismissed without prejudice.
- The plaintiff's claim is dismissed with prejudice.

Date: 12/30/13

Patrick M. Fadd
Magistrate Judge

Received: Erica Lynn Silva
Plaintiff

[Signature]
Defendant

DISMISSAL BY PLAINTIFF

- The plaintiff acknowledges full satisfaction of the claim, and dismisses the claim in this case.
- The defendant has not filed an answer, and the plaintiff dismisses the claim in this case without prejudice pursuant to I.R.C.P. 41(a)(1).

Date: _____

Plaintiff

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE
SMALL CLAIMS DEPARTMENT

2014 FEB 10 PM 3:39

PEGGY WHITE
CLERK DIST COURT
BY Carla C. [Signature]
DEPUTY

ERICA LYNN SILVA, ETAL.
Plaintiff(s)

VS.

DUSTIN B HATFIELD, ETAL.
Defendant(s)

CASE NO. CV-2013-0000535

SATISFACTION OF JUDGMENT

I, Erica L. Silva, am the plaintiff in this case, or the plaintiff is a business organization and I am an owner or an employee of the plaintiff. A judgment was entered against the defendant(s) in this case on 12/30/13 (date).

I acknowledge that the judgment has been satisfied in full.

Erica R. Silva
Plaintiff's Signature

Subscribed and sworn to before me this date: 2/10/14

Maria Anson
Deputy Clerk or Notary Public
If Notary, my commission expires: _____

Satisfaction of Judgment (plaintiff)
Small Claim Form SC10-1
Effective 1/2/01

2/10/14 Today I will mail defendant
a copy.

Erica R. Silva

Exhibit

"D"



Richard

(509) 220-1603



We can bring documentation that neither Dustin or Elle is disabled and run a business with at least 50 employees, makes over a million dollars a year.

6:06 PM



Too late for that. Not necessary anyway.

6:28 PM



Okay

6:29 PM

Wed, 10/14/2015

EXD

The FAA hopes new pilot training standards will enhance airline safety.

The Federal Aviation Administration (FAA) is recognizing Dustin Bernard Hatfield with inclusion in the prestigious FAA Airmen Certification Database.

The database, which appears on the agency's website at www.faa.gov, names Hatfield and other certified pilots who have met or exceeded the high educational, licensing and medical standards established by the FAA.

Pilot certification standards have evolved over time in an attempt to reduce pilot errors that lead to fatal crashes. FAA standards, which are set in consultation with the aviation industry and the public, are among the highest in the world.

Transportation safety experts strongly recommend against flying with an uncertified pilot. FAA pilot certification can be the difference between a safe flight and one that ends in tragedy.

The FAA recently announced that it is increasing the qualification requirements for co-pilots who fly for U.S. passenger and cargo airlines. These requirements mandate additional minimum flight time and training, as well as aircraft specific training.

"Safety will be my overriding priority as Secretary, so I am especially pleased to mark my first week by announcing a rule that will help us maintain our unparalleled safety record," said Transportation Secretary Anthony Foxx in a press release. "We owe it to the traveling public to have only the most qualified and best trained pilots."

Commercial Pilot



FAA recognizes Dustin Bernard Hatfield

Post Falls-based pilot sets positive example

By Staff Reporter

0 Tweet 0 Recommend Share

Thursday, October 15, 2015

Aviation Business Gazette

The Federal Aviation Administration (FAA) is recognizing Dustin Bernard Hatfield with inclusion in the prestigious FAA Airmen Certification Database.

The database, which appears on the agency's website at www.faa.gov.

2/23