

DOCKET NO.: UWY-CV24-5034035-S : SUPERIOR COURT  
JORDAN GEFFERT : J.D. OF WATERBURY  
V. : AT WATERBURY  
BRANDON MARFYAK : APRIL 26, 2024

## **PLAINTIFF'S POST TRIAL MEMORANDUM OF LAW**

### **I. Procedural Background**

This case was initiated as a Prejudgment Remedy (PJR) Action seeking replevin of a dog named “Lucy” pursuant to Conn. Gen. Stats. § 52-515. A two day hearing on the PJR was held on April 3 and April 4, 2024. At the conclusion of the hearing, the Parties stipulated on the record that the hearing could be converted to a trial on the merits of the dispute, and that the court would make a final judgment on the matter on the evidence presented during the 2-day hearing. The Court heard oral argument after conclusion of the evidence on April 4, 2024. The Court ordered simultaneous briefs to be submitted on April 26, 2024.

### **II. Plaintiff's Witnesses and Exhibits**

The Defendant did not offer any witness testimony. The Plaintiff presented the following witnesses:

- 1) Defendant Brandon Marfyak.
- 2) Jason Scozzafava, Keeper of Records of Embrace Animal Hospital.
- 3) Nicole Gallaher, Principal of Murphy's Paw Rescue, Inc., an animal rescue organization.
- 4) Plaintiff Jordan Geffert.
- 5) Carlos Correia, Owner of Coaching for Paws, LLC, a dog training business.

The following exhibits were admitted as full exhibits for the Plaintiff:

- Pl. 1 Records of Murphy's Paw Rescue.
- Pl. 2 Records of Embrace Animal Hospital.
- Pl. 3 Rabies Certificate, dated 03-07-2023.
- Pl. 4 Dog license with the Town of Watertown.
- Pl. 5 RCO pet receipt for dog training.
- Pl. 6 Pet insurance receipts from February 4, 2023 to February 6, 2024.
- Pl. 7 Coaching for Paws LLC receipt for dog training.
- Pl. 8 Food receipt for dog food.
- Pl. 9 Murphy's Paw Receipt for Lucy's adoption.
- Pl. 10 Photo of Lucy
- Pl. 11 Subpoenaed records of Embrace Animal Hospital.
- Pl. 12 Subpoenaed records of Murphy's Paw Rescue.
- Pl. 13 Subpoenaed records of Coaching for Paws LLC.
- Pl. 14 Watertown Dog License Application.

### **III. Background**

Plaintiff Jordan Geffert and Defendant Brandon Marfyak met in 2020. Both are hospital nurses. The Plaintiff works in the burn unit at Bridgeport Hospital. (Trial Transcript, April 3, p. 62, lines 9-14.) The Defendant works in the intensive care unit at Waterbury Hospital. In 2022, they decided to move in together at the condominium owned by the Defendant located at 245 Cherry Ave., Unit I-13, Watertown, Connecticut. (Tr. Tr., Exhibit A, April 3, p. 2, lines 6-25.) There was no agreement on how living expenses would be paid for or shared, nor agreement on how expenses with regard to Lucy would be paid for or shared. (Tr. Tr., April 3, p. 31, line 25-27; p. 32, lines 1-14.)

In April 2022, the parties discussed acquiring a dog. At that time, the Plaintiff and Defendant worked different schedules, so the Plaintiff was alone in the evening. (Tr. Tr., April 3, p. 66, lines 2-8.) She wanted a dog to keep her company. (Id.) The Plaintiff located the dog now in dispute, Lucy, through Murphy's Paw Rescue, Inc., ("Murphy's Paw") an animal rescue run by

Nicole Gallagher. (Tr. Tr., April 3, p. 2, lines 2-11.) The Plaintiff chose Lucy from the Murphy's Paw website because she noticed that no one else had applied for the dog and she wanted to give the dog a good life. (Tr. Tr., April 3, p. 70, lines 24-27; p. 71, line 1.) The Plaintiff sent several emails to Murphy's Paw and in one stated, " My boyfriend and I have settled into a townhouse and are looking to start a family with a dog." (Pl. Ex. 1, email dated April 13, 2022.)

The Plaintiff coordinated an appointment to meet Lucy at the home were Lucy was being homed. (Tr. Tr., April 3, p. 70, lines 6-8.) In anticipation of adopting Lucy, the Plaintiff set aside money for the adoption, and purchased bedding, toys and food. (Tr. Tr., April 3, p. 72, lines 10-27.) The day before the appointment, the Plaintiff informed the Defendant they would be meeting Lucy. (Tr. Tr., April 3, p. 68, lines 22-26.) On April 19, 2022, the Parties met Lucy and "adopted" her. (Pl. Ex. 1.) The Plaintiff filled out the 2-page Murphy's Paw Rescue adoption form. (Pl. Ex. 1, p. 2; Tr. Tr., April 3, p. 71, lines 18-27.) Both Parties signed the form. The Plaintiff paid the fee for Lucy. (Pl. Ex. 1, p. 3.) The Defendant reimbursed the Plaintiff for half of the adoption expense. The Defendant did not reimburse the Plaintiff for any other expenses pertaining to Lucy. (Tr. Tr., April 3, p. 73, lines 12-16.)

The Parties lived together at the condominium in Watertown until November 2023. While at work on November 14, 2023, the Plaintiff discovered that the Defendant had been texting another woman. (Tr. Tr., April 4, p. 27, lines 26-27; p. 28, lines 1-4.) The next day, the Plaintiff returned to the condominium to gather a few belongings. (Tr. Tr., April 3, p. 104, lines 11-27; 105, lines 11-24.) She did not know at that time whether the relationship had ended, but she was

emotionally distraught.<sup>1</sup> The Plaintiff returned to the Watertown condominium a few days later to pick up a few other personal belongings. A few days after that, the Plaintiff returned a third time but was unable to enter because the Defendant had changed the locks. (Tr. Tr., April 3, p. 23, lines 25-27, p. 24, lines 1-9.) The Defendant testified that he had the locks changed under the advice of counsel. When the Plaintiff came back a fourth time, the Defendant kept Lucy in a closed bedroom in the upstairs of the condominium.

The Defendant testified without reservation that on repeated occasions, by multiple people, he was asked to give Lucy to the Plaintiff and he refused. (Tr. Tr., April 3, p. 13, lines 21-23; p. 25, lines 19-21; p. 46, lines 26-27; p. 47, lines 1-3; p. 53, lines 15-20.) The Defendant admitted that while the Plaintiff's belongings were being moved out, the Plaintiff's uncle and mother asked him to return Lucy to the Plaintiff. He refused. (Id.) In a later text message, the Plaintiff "begged" the Defendant to return Lucy, but the Defendant ignored her request. (Def. Ex. D, p. 17; Tr. Tr., April 4, p. 30, lines 1-6.) The Plaintiff testified that she was afraid to confront the Defendant in person because the Defendant was larger than her and could be abusive when he drank. (Tr. Tr., April 3, p. 92, lines 22-27; p. 93, 1-9.) The Plaintiff testified that she spoke to the police, but they could not help her. The PJR to recover Lucy followed.

Further relevant facts are set forth below.

#### IV. Law and Argument

As a replevin action involving a dog, the law to be applied in this case is controlled by the replevin statute, Conn. Gen. Stats. § 52-515, and *Angrave v. Oates*, 90 Conn. App. 427, 430 (2005).

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<sup>1</sup> The Plaintiff's distress lasted throughout the holidays, and was so severe that the Plaintiff's employer gave her the holidays off. (Tr. Tr., April 4, p. 28, lines 21-27; p. 29, line 1.)

“[T]his not a contract action and, thus, it is not within the court's power to determine which party has superior *title* to the animal. Rather, this is a replevin action, which involves a comparison of the superiority and inferiority of competing rights to *possess* the animal. In Connecticut, an action of replevin is purely statutory in nature. General Statutes § 52-515 provides that ‘the action of replevin may be maintained to recover any goods or chattels in which the plaintiff has a general or special property interest with a right to immediate possession and which are wrongfully detained from him in any manner, together with the damages for such wrongful detention.’”

(Emphasis added.) (Internal citations omitted.) *Id.* at 430. "In Connecticut, replevin proceedings are governed by statute rather than by the rules that apply to common-law actions of replevin." *Cornelio v. Stamford Hospital*, 246 Conn. 45, 49 (1998). Inasmuch as the replevin statute was first enacted in 1949, case law prior thereto and pertaining to common law actions for replevin are not controlling.

The Plaintiff has the burden to establish the following elements: (1) Lucy is a "good or chattel" within the meaning of Section 52-515; (2) she has a superior general or special property interest in Lucy as compared to the interests of the Defendant; (3) she has a right to immediate possession of Lucy; and (4) the Defendant wrongfully detained Lucy from her. Even though people anthropomorphize dogs, the Appellate court has stated that “[a] claim of replevin does not involve the best interest of the dog, which is a chattel under General Statutes § 22-350 (‘all dogs are deemed to be personal property’).” *Angrave* at 430 n.3. During oral argument, the Parties did not dispute element one – that Lucy is a good or chattel within the meaning of Section 52-515.

In considering whether Ms. Geffert had a superior general or special property interest in Lucy as compared to the Defendant, Connecticut statutes applicable to dog “owners” and dog “keepers” cannot be ignored. Connecticut statutes make a distinction between an “owner” and “keeper” of a dog. The only instance that could be found applicable solely to an “owner” of a dog is Conn. Gen. Stats. §

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