

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

THE SUPERIOR COURT
DOCKET NO.: 2281CV000_____

BRETT LYMAN,)
Plaintiff,)
)
v.)
)
SASHA LANSER,)
Defendant.)
_____)

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VERIFIED COMPLAINT

1. The Plaintiff, Brett Lyman, (hereinafter "Plaintiff" or "Lyman") is an individual who resides at 300 Woodview Way, Apt. 118, Watertown, Middlesex County, Massachusetts 02472.
2. The Defendant, Sasha Lanser, (hereinafter "Defendant" or "Lanser") is an individual with an address of 15 Priscilla Rd., Apt. 3 in Brighton, Suffolk County, Massachusetts, 02135-4006.

Jurisdiction

3. The Plaintiff restates the information contained in the preceding paragraphs and incorporates them by reference as if fully stated herein.
4. The Superior Court has jurisdiction of this dispute regarding joint ownership of property pursuant to M.G.L. c. 214, §3.
5. The Plaintiff's claims are equitable in nature and do not include claims for money damages.
6. The Plaintiff resides in Watertown, Middlesex County, Massachusetts.

Factual Allegations Common to All Counts

7. The Plaintiff restates the information contained in the preceding paragraphs and incorporates them by reference as if fully stated herein.

- 8.** In 2018 the parties were in a romantic relationship.
- 9.** Prior to the parties' relationship, Lyman owned a dog named Zeus, a Pomeranian whose ownership Lyman shared with Zeus's co-owner on an alternating custody schedule.
- 10.** In 2018 the parties began discussing acquiring a dog together, to be a dog that they co-owned on a "full-time" basis as opposed to the "part-time" possession they had regarding Zeus.
- 11.** The parties decided together they wanted another Pomeranian.
- 12.** The parties both devoted their time and energy to researching possible breeders, sellers, adopting agencies and other entities who had Pomeranians available.
- 13.** The parties identified a Pomeranian puppy through a breeder named Denise Dominique in Pelham, New Hampshire. The parties drove together to visit the breeder in May 2018.
- 14.** The parties shared the cost of the deposit with the breeder.
- 15.** The parties picked up their puppy on June 2, 2018. They paid cash for the balance due from their own funds on a 50/50 equal basis.
- 16.** The parties named their puppy "Teddy Bear Lanser-Lyman" by agreement after some discussion.
- 17.** Lyman is the designated new owner by direct transfer of ownership from the breeder Denise Dominique on the AKC Official Ownership Registration Form.
- 18.** The parties both shared responsibility for providing veterinary care for Teddy from the time of first acquisition, at Blue Pearl Charlestown, Charlestown Veterinary Hospital and Watertown Animal Hospital.
- 19.** Lyman paid the significant majority of expenses related to providing for the care and well-being of Teddy from June 2018 through the present, a total of at least eight thousand dollars (\$8,000) based on Lyman's detailed financial records of related expenses.
- 20.** The parties provided training for Teddy at Wags in Charlestown; they attended each session together and they trained Teddy at home together.
- 21.** In the summer of 2021 the parties committed relationship ended.
- 22.** Lanser moved out of the parties residence in Watertown to a new residence.

- 23.** The parties communicated regularly about their intended plan to share Teddy on an approximately equal basis; Lyman indicated to Lanser in late July or early August 2021 that their sharing of Teddy would be “50/50.”
- 24.** The parties corresponded in writing on multiple occasions in July and August 2021 to work out as many details as possible to set up a predictable routine of sharing Teddy as close to equally as possible.
- 25.** From August 2021 through January 2022, the parties shared Teddy amicably, although Lyman’s percentage of time spent with Teddy decreased steadily.
- 26.** In January 2022 Lyman expressed frustration at Lanser’s more frequent excuses not to share Teddy equally, noting that at the end of 2021 Lyman had only had Teddy a total of a couple weeks over 2-3 months.
- 27.** In January 2022 Lanser informed Lyman that she had moved to her now current residence in Brighton.
- 28.** Lanser informed Lyman that a trainer she was working with to facilitate Teddy’s acclimation to her new residence suggested that Teddy stay only at Lanser’s new residence until he became adjusted.
- 29.** Lyman was willing to accommodate this new request for unequal sharing, which by this point had become effectively sole possession of Teddy by Lanser, in breach of the parties’ agreement and their conduct since July 2021.
- 30.** Between January and March 9, 2022, Lyman and Lanser continued to communicate via text message regarding a return to sharing based on the parties original agreement and their conduct over the three years they lived together as Teddy’s owners and the six months they shared Teddy by mutual agreement.
- 31.** On March 9, 2022, Lanser stopped communicating with Lyman, and refused to allow him to see Teddy thereafter.
- 32.** Lanser has refused to allow Lyman to see Teddy since January 2022, despite his requests and desire to have Teddy returned to him.
- 33.** Lyman is wrongfully denying Lyman to exercise his ownership and possessory rights of Teddy despite his express demand for Teddy’s return.

- 34.** Lyman is suffering harm each day that his exercise of ownership and possessory rights to Teddy is wrongfully denied.
- 35.** Lyman is losing the value of his investment of time, money, emotional support of Teddy each day that his exercise of ownership and possessory rights to Teddy is wrongfully denied.
- 36.** Lyman is suffering irreparable harm each day that his ability to see Teddy is not subject to an enforceable order of the parties' express agreement that they would share Teddy 50/50 after their relationship ended.

COUNT I - CONVERSION

- 37.** The Plaintiff hereby repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully restated herein.
- 38.** Lyman has repeatedly asserted his ownership rights to Teddy and has made requests to Lanser to return Teddy to Plaintiff immediately.
- 39.** Lanser has refused to return Teddy to Lyman
- 40.** Lanser has committed a wrongful, unauthorized taking of Teddy from Lyman's rightful custody and possession.
- 41.** Lanser, by keeping property which belongs to Lyman without permission is exercising unauthorized dominion and control over the same which deprives the true owner of his property.
- 42.** Lanser is keeping property which belongs to Lyman without permission and is exercising unauthorized dominion and control over the same which deprives the true owner of the distinctive beneficial attributes that Teddy contributes to Lyman's daily life.
- 43.** By participating in the wrongful, unauthorized taking of Lyman's property, and refusing to surrender or share his property upon reasonable demand, Lanser has engaged in conversion.
- 44.** Lyman, by being deprived of his property since on or about January 15, 2022, has suffered damages of the sort which can only be remedied by this court ordering the

return of the specific and unique chattel Teddy, on at least a shared basis temporarily and ultimately according to proof.

COUNT II – BREACH OF IMPLIED CONTRACT

45. The Plaintiff hereby repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.
46. The conduct and relationship of the parties as alleged herein created an implied contract between them regarding the ownership and custody rights of Lyman involving the dog Teddy.
47. Lyman, by his actions, conferred a benefit to Lanser regarding Teddy, and Lanser knew or should have known she was obligated and/or expected to share Teddy with Lyman, which the parties did for three and a half years but which she has failed to do since January 15, 2022.
48. Lanser knew or should have known Lyman's expectations regarding his ownership, custody and possession involving Teddy based Lyman's actions and Lanser's knowledge thereof.
49. Lanser failed to object at any relevant time to what she knew or should have known Lyman's expectations were involving Teddy.
50. Lanser manifested her consent, or lack of objection, to Lyman's expectations based on her objective conduct, regardless of any subjective intentions to the contrary.
51. Lyman has ownership and custody rights of Teddy due to the implied contract.
52. Lanser is in violation of Lyman's ownership and possessory rights by her refusal to share Teddy with Lyman as the parties had at all times up to and including January 15, 2022.
53. Lyman's rights can only be adequately restored by the remedy of specific performance of the parties' obligations and a return to Lyman of his commensurate rights of ownership and possession.

COUNT III – INJUNCTIVE RELIEF

54. The Plaintiff hereby repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if fully set forth herein.
55. Lyman being wrongfully denied his rightful possession or from otherwise seeing Teddy despite reasonable requests to Lanser prior to filing this lawsuit.

WHEREFORE, the Plaintiff respectfully moves and prays that this Honorable Court grant him the following:

1. Issue a preliminary injunction that the Defendant Sasha Lanser is to return Plaintiff's property forthwith in at least a shared custody arrangement until a determination of ownership after a trial on the merits.
2. That under the remedy of specific performance, the Plaintiff be awarded such custody and ownership of the property identified as the dog Boo, or, in the alternative, his proportionate ownership rights according to proof.
3. For reimbursement of all legal fees incurred by the Plaintiff because of the Defendants engaging in self-help and having unclean hands.
4. For such and other relief as the Court deems just and fair.

The Plaintiff,
Brett Lyman,
By His Attorney,



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