STATE OF RHODE ISLAND

KENT, SC. **SUPERIOR COURT**

(FILED: June 27, 2024)

HALEY BUNKER	:	
Plaintiff,	:	
	:	
v.	:	**C.A. No. KD-2023-1139**
	:	
NICHOLAS BOYD	:	
Defendant.	:	

DECISION

McHUGH, J. Before this Court is Defendant Nicholas Boyd's (Mr. Boyd or Defendant) motion to alter or amend a judgment pursuant to Rule 59(e) of the Superior Court Rules of Civil Procedure. Mr. Boyd argues that it was manifest error when this Court denied Haley Bunker's (Ms. Bunker) writ of replevin as moot and declared Ms. Bunker's ownership rights in Brandy. *See* Def.'s Mem. in Supp. of his Mot. to Alter or Amend J. (Def.'s Mem.). Mr. Boyd argues that no such petition seeking ownership rights of Brandy was before this Court. *Id.* at 5. He also argues that if the Court analyzed the case as a writ of replevin it could have found facts for co-ownership and, as such, it should have denied Ms. Bunker's writ of replevin. *Id.* at 6-7. The Court takes Mr. Boyd's arguments in turn and holds as follows.

I

Facts and Travel

On May 14, 2024, this Court's decision set forth the pertinent facts in detail including facts of the parties' dating relationship before and after Brandy's adoption, facts arising from Brandy's adoption, the time-sharing relationship between the parties, and the various documentary exhibits presented to the Court. *See Bunker v. Boyd*, No. KD-2023-1139, 2024 WL 2262546 (R.I. Super.

May 14, 2024). The Court hereby incorporates Part I, entitled Facts and Travel, from its decision in *Bunker*, 2024 WL 2262546 to this instant Decision.

On May 14, 2024, the Court gave its decision holding Ms. Bunker's writ of replevin moot because a trial on the merits had occurred and finding in Ms. Bunker's favor on the issue of Brandy's ownership. *See Bunker*, 2024 WL 2262546, at *7-8, 10-14. On May 15, 2024, the Court entered judgment on the declaratory judgment action plus costs in Ms. Bunker's favor after a non-jury trial. *See Docket*. Defendant filed this instant motion on May 24, 2024.

II

Standard of Review

Pursuant to Rule 59(e) of the Superior Court Rules of Civil Procedure, a party has the ability to move the Court to alter or amend its judgment. Super. R. Civ. P. 59(e). "A trial justice may review his or her own decision after a nonjury trial in a civil matter 'only if [he or she] found a manifest error of law in the judgment entered or if there was newly discovered evidence but unavailable at the original trial and sufficiently important to warrant a new trial.'" *Bogosian v. Bederman*, 823 A.2d 1117, 1119 (R.I. 2003) (quoting *American Federation of Teachers Local 2012 v. Rhode Island Board of Regents for Education*, 477 A.2d 104, 105-06 (R.I. 1984)). "For our purposes, a manifest error of law in a judgment would be one that is apparent, blatant, conspicuous, clearly evident, and easily discernible from a reading of the judgment document itself." *American Federation of Teachers Local 2012*, 477 A.2d at 106. Furthermore, our Supreme Court has stated that, "[i]f the error is not obvious unless one reads the underlying decision . . . the error is not a manifest error in [the Supreme Court's] opinion." *Id.*

III

Analysis

A motion to amend or alter judgment pursuant to Rule 59(e) "shall be served not later than ten (10) days after entry of the judgment." Super. R. Civ. P. 59(e). On May 14, 2024, the Court rendered its decision denying Ms. Bunker's writ of replevin as moot and holding Ms. Bunker to be the owner of Brandy. *See Bunker*, 2024 WL 2262546. On May 15, 2024, the Court entered judgment for Ms. Bunker on her declaratory judgment action plus costs. *See docket*. On May 24, 2024, Mr. Boyd filed his motion to alter or amend pursuant to Rule 59(e). As such, Mr. Boyd has timely filed his motion, and the Court therefore analyzes his motion to alter or amend judgment and holds as follows.

A

Whether This Court's Declaratory Judgment Analysis was Manifest Error

1

De Novo Review of Appeals from the District Court to Superior Court

Pursuant to G.L. 1956 § 9-12-10:

> "Except as otherwise provided, in all civil cases in the district court, any party may cause the case to be removed for trial *on all questions of law and fact* to the superior court for the county in which division the suit is pending by claiming an appeal from the judgment of the district court, in writing, filed with the clerk of the division within two (2) days, exclusive of Saturdays, Sundays, and legal holidays, after the judgment is entered[.]" Section 9-12-10 (emphasis added).

Our Supreme Court has "declared that this statutory right of appeal entitles the appealing party to a *de novo* hearing by the Superior Court, whereby the Superior Court justice may make credibility determinations and should use 'his or her independent judgment in ruling on the merits of the case.'" *Val-Gioia Properties, LLC v. Blamires*, 18 A.3d 545, 549 (R.I. 2011) (quoting

Downtown Group, LLC v. Tine, 769 A.2d 621, 622 (R.I. 2001) (mem.) (brackets omitted)). "[T]he mere filing of the appeal vacates the District Court's judgment." *Bernier v. Lombardi*, 793 A.2d 201, 202 (R.I. 2002); *see Harris v. Turchetta*, 622 A.2d 487, 490 (R.I. 1993) ("[W]hen a judgment entered in the District Court has been appealed by an aggrieved party, the judgment is vacated whether entry of judgment has been by stipulation or by order of the court."). Black's Law Dictionary defines a "*de novo* hearing" as "1. A reviewing court's decision of a matter anew, giving no deference to a lower court's findings. 2. A new hearing of a matter, conducted as if the original hearing had not taken place." Black's Law Dictionary, 18c (11th ed. 2019).

On December 15, 2023, Ms. Bunker filed her appeal with this Court of the District Court's judgment finding in Mr. Boyd's favor. Once the appeal was filed to this Court, "a *de novo* hearing" by the Superior Court was conducted. *See Val-Gioia Properties, LLC*, 18 A.3d at 549. Over the course of three days, this Court conducted a *de novo* trial, hearing testimony and evidence regarding Brandy's ownership. *See Bunker*, 2024 WL 2262546, at *2. In its decision, the Court cited to § 9-12-10 as granting it jurisdiction over the District Court appeal. *Id.* at *1. As a District Court appeal under § 9-12-10, "all questions of law and fact" were before this Court. As this Court discusses below, the questions of law and fact that were before it include the determination of Brandy's ownership as pled in Ms. Bunker's District Court Complaint.

2

Pleadings in the District Court and Their Treatment in Superior Court

Pursuant to Rule 81(b) of the Superior Court Rules of Civil Procedure, upon a District Court appeal to the Superior Court, "[r]epleading is not required of either party in a civil action certified on appeal from a District Court unless the court so orders." Super. R. Civ. P. 81(b). "In cases appealed from a district court to the Superior Court repleading is not required unless the

court so orders in the interest of clarity." Robert B. Kent et al., *Rhode Island Civil and Appellate Procedure* § 81:4 at 673 (2024). "[W]hen a case is appealed from the District Court to the Superior Court, the pleadings originally pleaded in the District Court need not be repleaded." *Homecraft-Builders, Inc. v. Santos*, 713 A.2d 762, 764 (R.I. 1998).

The Superior Court Rules of Civil Procedure and our Supreme Court are clear that no repleading of the pleadings of the District Court are necessary upon an appeal to the Superior Court. As such, the pleadings from the District Court act as the pleadings in the Superior Court. Therefore, whatever the parties pled in the District Court become the pleadings in the Superior Court.

3

Plaintiff's Request for Relief is a Rose by Any Other Name

Pursuant to Rhode Island's adoption of the Uniform Declaratory Judgments Act (UDJA), this Court "upon petition, . . . shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed." G.L. 1956 § 9-30-1. "The court may refuse to render or enter a declaratory judgment or decree where the judgment or decree, if rendered or entered, would not terminate the uncertainty or controversy giving rise to the proceeding." Section 9-30-6. The UDJA "is declared to be remedial; its purpose is to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations; and is to be *liberally construed and administered*." Section 9-30-12 (emphasis added).

Our Supreme Court has stated that the UDJA "'vests the Superior Court with the power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.'" *Key v. Brown University*, 163 A.3d 1162, 1168 (R.I. 2017) (quoting *N&M Properties, LLC v. Town of West Warwick*, 964 A.2d 1141, 1144 (R.I. 2009)) (internal quotations omitted). The Supreme

Court has further stated that "when confronted with a UDJA claim, the inquiry is whether the Superior Court has been presented with 'an actual case or controversy."' *Id.* (quoting *N&M Properties*, 964 A.2d at 1144).

In William Shakespeare's famous tragedy, *Romeo and Juliet*, two families, the Montagues and Capulets, are feuding. Romeo is a Montague, Juliet a Capulet. They fall in love, which was frowned on by the families. In Act II, Scene 2, Juliet declares in her soliloquy, "[w]hat's in a name? That which we call a rose by any other name would smell as sweet." *William Shakespeare*, Romeo and Juliet act 2, sc.2. In other words, if Romeo were not a Montague, he would still be the same Romeo.

As far as this Court is concerned, "a rose by any other name would smell as sweet." *Id.* Although Ms. Bunker does not explicitly invoke the UDJA, her Complaint—originally filed in the District Court but now part of her pleadings before this Court—seeks the Court to determine ownership rights of Brandy. In the very first paragraph of Ms. Bunker's Complaint, she states that she brought this action "*seeking a determination of ownership and* a Writ of Replevin ordering the Sheriff to retrieve the subject personal property (dog) as well as all costs and attorney's fees[.]" District Ct. Compl. ¶ 1, 3CA-2023-05519 (emphasis added). The ultimate request for relief in her Complaint requests "a determination of ownership[.]" *Id.* at 3. She need not have specifically cited the UDJA.

Following the General Assembly's desire to liberally construe and administer the UDJA, this Court rendered its decision granting Ms. Bunker full ownership rights over Brandy. This Court found that Brandy's ownership was an actual case or controversy before it. *See Bunker*, 2024 WL 2262546, at *9. This Court construed Ms. Bunker's Complaint as a request for declaratory judgment. *See id.* A party need not explicitly invoke the UDJA nor need to use precise

language for the Act to apply. *See* § 9-30-12. A request seeking "determination of ownership" is a less precise way of requesting the Court to "declare ownership rights."

Furthermore, although Mr. Boyd argues that the District Court did not have jurisdiction to hear a claim under the UDJA, once the action was appealed to the Superior Court, the Superior Court, pursuant to statutory authority, had jurisdiction to render a declaratory judgment. *See supra* Part III.A.1 & 2; *see also* § 9-30-1. Following this authority to do so, this Court rendered its decision declaring Ms. Bunker's ownership interest in Brandy ending the controversy before it.

For all the aforementioned reasons, this Court finds that it was not manifest error when it rendered its decision declaring Ms. Bunker's ownership rights in Brandy.

B

Whether This Court's Ruling on the Writ of Replevin was Manifest Error

In his memorandum in support of his motion to alter or amend judgment, Defendant claims that "[i]t was a blatant error for the Court to disregard the issue before [it], replevin[.]" (Def.'s Mem. at 6.) When rendering its decision, the Court did not disregard the issue of replevin. The Court held that the issue of replevin was moot. *Bunker*, 2024 WL 2262546, at *7-8. This Court found the writ of replevin moot because a trial on the merits was conducted, and under the precedent our Supreme Court established in *Goldberg v. Lancellotti*, 503 A.2d 1129, 1130 (R.I. 1986), a replevin action "is merely a provisional remedy that applies *prior to* a trial on the merits." *Goldberg*, 503 A.2d at 1130 (emphasis added). Because the three-day bench trial on the merits had occurred, and there was sufficient evidence through testimony and documentation to establish Ms. Bunker's ownership rights in Brandy, the Court found the writ of replevin moot.

Furthermore, throughout the trial and through the pre-trial and post-trial memoranda filed with the Court, it was clear to the Court that the ultimate issue the parties were arguing over was

their respective ownership interest in Brandy. It was also evident during trial that Mr. Boyd believed the issue before the Court was resolving Brandy's ownership because on several occasions and over opposing counsel's objections, Mr. Boyd used the term "my dog" when referring to Brandy. *See* Tr. 15:14-17; 22:15-23; 25:15-16, Jan. 12, 2024. In his pre-trial and post-trial memoranda, Mr. Boyd argued for this Court to adopt a "best interest for all concerned" and asked "this court for judgment in his favor and an award for exclusive possession of Brandy Boyd as he is the true owner and has a superior right to possession according to the 'best interest' standard." (Def.'s Post Hr'g Mem. in Opp'n to Pl.'s Writ of Replevin at 4, 5.)

For all the reasons stated in Part A of this Decision and as stated in this section, this Court finds that it was not manifest error when it denied the writ of replevin as moot and entered judgment in favor of Ms. Bunker on her request to determine Brandy's ownership.

C

Whether This Court's "Failure" to Analyze Co-Ownership is Manifest Error

During the trial, it was clear to the Court that both parties were seeking to have their rights declared as Brandy's true owner. As evident through Mr. Boyd's testimony, he also thought that the issue before the Court was Brandy's ownership. Mr. Boyd, during his testimony, used the words "my dog" when referring to Brandy. *See* Tr. 15:14-17; 22:15-23; 25:15-16, Jan. 12, 2024. Mr. Boyd knew and had the opportunity to present evidence regarding his ownership rights in Brandy. He clearly knew that his interest as Brandy's "owner" was at stake. At no time in his pleadings, during the trial, or at any time during the course of the case in Superior Court did Mr. Boyd argue for "co-ownership" of Brandy.

Furthermore, in neither the pre-trial memorandum nor in his post-trial memorandum did Mr. Boyd present arguments regarding co-ownership of Brandy. *See* Def.'s Mem. of Law in Obj.

to Pl.'s Mot. for Issuance of Writ of Replevin (Def.'s Pre-Trial Mem.); *see also* Def.'s Post Hr'g Mem. in Opp'n to Pl.'s Writ of Replevin (Def.'s Post-Trial Mem.). In his pre-trial memorandum, he asks "this court for judgment in his favor as he is the true owner of Brandy and has a superior right to possession and ownership according to the 'best interest' standard." (Def.'s Pre-Trial Mem. at 3.) In his post-trial memorandum, he asked this Court "for judgment in his favor and an award for exclusive possession of Brandy Boyd as he is the true owner and has a superior right to possession according to the 'best interest' standard." (Def.'s Post-Trial Mem. at 5.) Only after this Court found in Ms. Bunker's favor does Mr. Boyd in his Motion to Alter or Amend Judgment argue for a finding of "co-ownership." Because it was not raised as a defense in his pleading nor was it brought to the Court's attention during the trial, the Court finds that Mr. Boyd waived his claim for co-ownership. Therefore, the Court finds that it was not manifest error when it found Ms. Bunker to be Brandy's sole owner.

IV

Conclusion

For the aforementioned reasons, this Court **DENIES** Defendant Nicholas Boyd's motion to alter or amend its judgment pursuant to Rule 59(e).

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**Haley Bunker v. Nicholas Boyd**
CASE NO:	**KD-2023-1139**
COURT:	**Kent County Superior Court**
DATE DECISION FILED:	**June 27, 2024**
JUSTICE/MAGISTRATE:	**McHugh, J.**

ATTORNEYS:

For Plaintiff:	**Mariah L. Sugden, Esq.**
For Defendant:	**Angelica Bovis, Esq.**