[Cite as *Rhine v. Wagler*, 2026-Ohio-3826.]

IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

Jessica Rhine,	:	
Plaintiff-Appellee,	:	
		No. 25AP-988
v.	:	(M.C. No. 2025 CVF 23163)
Joshua Wagler,	:	(REGULAR CALENDAR)
Defendant-Appellant.	:	

D E C I S I O N

Rendered on September 29, 2026

On brief: *Thompson, Dunlap & Heydinger, Ltd.*, and *C. Joseph Casavecchia*, for appellee. **Argued:** *C. Joseph Casavecchia.*

On brief: *Joshua Wagler*, pro se. **Argued:** *Joshua Wagler.*

APPEAL from the Franklin County Municipal Court

DORRIAN, J.

{¶ 1} Defendant-appellant, Joshua Wagler, appeals the judgment of the Franklin County Municipal Court which granted relief in favor of plaintiff-appellee, Jessica Rhine, on her complaint in replevin. For the reasons that follow, we affirm.

I. Facts and Procedural History

{¶ 2} This appeal involves a dispute over the ownership of a dog named Ellie following the termination of a romantic relationship between appellant and appellee.

{¶ 3} In March 2021, appellant and appellee were living together in appellee's house with appellee's two sons and her dog, Axle. Appellee testified that she and appellant had discussed getting another dog to provide a friend to Axle. She testified that appellant sent her a screenshot of a breeder's Facebook ad for a dog that cost $800. Appellant and

appellee's son drove to pick up the dog while appellee was at work. Appellee testified that she paid the full amount of $800 for the dog because appellant did not have the money at the time and she presented evidence of a Cash App transfer in that amount to appellant on the day the dog was purchased. Appellee testified that appellant did not pay her back in full for the purchase but contributed by covering the cost of groceries or other household expenses.

{¶ 4} Appellant presented a different version of events. He testified that he had wanted a hunting dog so reached out to a breeder in response to a Craigslist ad. Appellant testified that the cost of the dog was $1,600 and that he and appellee each paid half of the cost. He testified the breeder provided no receipt and that he had no proof of paying his portion. He ultimately did not use the dog as a hunting dog.

{¶ 5} Appellant and appellee each testified that they together discussed naming the dog Ellie. They each testified that they generally shared household expenses as well as veterinary and pet food and supply expenses. Appellee testified that she sometimes paid more than an equal split. Appellant testified that expenses for Ellie were split "most times 50-50." (Oct. 27, 2025 Tr. at 88.)

{¶ 6} In January 2023, the romantic relationship between appellee and appellant ended, and appellant moved out of appellee's home. Appellee and appellant had a verbal agreement to allow appellant to see Ellie and Axle, eventually on a week-on, week-off basis.

{¶ 7} In November 2024, appellant decided that he "no longer wanted to share Ellie" with appellee. (Tr. at 91.) Appellee testified that, at their drop-off meeting before Thanksgiving, appellant asked her to allow him to take just Ellie and not Axle because Axle was not good with children and appellant would be attending a family Thanksgiving event. Appellee refused to allow appellant to take only Ellie, noting that it was not their agreement. She asked appellant whether it was true that he did not want to return Ellie and he said it was not. Appellant eventually agreed to take both dogs. Appellee testified that appellant promised to bring both dogs back in response to her request for the reassurance.

{¶ 8} Appellee testified that, after appellant left with the dogs, he continued to call and ask if he could keep just Ellie but she refused. The next day, appellant texted appellee that she could pick up Axle and when she tried to text back, she realized appellant had

blocked her number. Appellee went to the police station to report the issue and the police said they would contact appellant but that it might require legal action.

{¶ 9} Appellant testified that he contacted appellee's brother, with whom he was friends, to pick up Axle. Appellant did not contact appellee because he did not want to speak with her and because he had decided to keep Ellie. In an exchange with the magistrate, appellant testified as follows:

> Q. And so your plan was you were just going to keep Ellie and not return her. Because when you left, you knew her expectation was that you would be bringing Ellie and Axle back just like you had done before, right?
>
> A. Correct.
>
> . . .
>
> Q. At what point did you decide, no, I'm just going to keep Ellie? When did you decide that?
>
> . . .
>
> A. Weeks prior.
>
> Q. A few weeks prior you decided you were going to keep Ellie?
>
> A. Yes.
>
> Q. But you kept that to yourself, didn't you? You didn't tell her?
>
> A. Correct. Correct.
>
> Q. Right? And then on November 20th you picked up Ellie knowing that she was going to expect you to bring her back just like you had always done for the last few whatever, weeks or months, right?
>
> A. Correct.
>
> Q. And then you didn't do it. You just kept her, right?
>
> A. Correct.
>
> Q. And then you blocked her so she couldn't even contact you, right?

A. Correct.

(Tr. at 122-23.)

{¶ 10} Appellee testified that, at the time they were living together and sharing expenses, she considered that they both owned Ellie. But appellee also testified that when she renewed Ellie's dog license in 2024 even though Ellie was not in her possession at the time, she thought she would get Ellie back and that she owned the dog. Appellant testified that he believed Ellie was his "from the beginning." (Tr. at 87.)

{¶ 11} On May 9, 2025, appellee filed a complaint for replevin seeking an order for appellant to return Ellie to her. The case was referred to a magistrate for a decision pursuant to Civ.R. 53. A trial was held before the magistrate on October 27, 2025.

{¶ 12} On November 10, 2025, the trial court filed the magistrate's decision which found in favor of appellee and ordered appellant to return possession of Ellie to appellee within 30 days of the judgment entry. On November 13, 2025, the trial court adopted the magistrate's decision and issued a corresponding judgment entry.

{¶ 13} On November 25, 2025, appellant, proceeding pro se after having terminated his attorney's representation, filed an objection to the magistrate's decision. On December 5, 2025, appellee moved to strike appellant's objection, arguing that it was untimely filed one day late and that appellant had failed to file a transcript with the objection as required under Civ.R. 53.

{¶ 14} On December 15, 2025, the trial court denied appellee's motion to strike, noting that appellant had filed the objection on the last day of the filing deadline and that, in lieu of a transcript, the court had reviewed the video of the original hearing. By the same entry, the trial court overruled appellant's objection to the magistrate's decision.

II. Assignments of Error

{¶ 15} Appellant appeals and assigns the following as trial court error:

> [I.] The trial court applied an incorrect legal standard by resolving ownership of the dog rather than applying the statutory elements of replevin.
>
> [II.] The trial court erred as a matter of law by granting replevin absent proof of wrongful detention at the time the action was filed.

> [III.] The trial court erred as a matter of law by finding plaintiff established a superior immediate right to possession.
>
> [IV.] The trial court abused its discretion by disregarding undisputed evidence of defendant's long-term, authorized possession.
>
> [V.] The trial court abused its discretion by disturbing a settled status quo involving a living animal without findings of harm, neglect, or urgency.
>
> [VI.] The judgment is against the manifest weight of the evidence.

III. Discussion

{¶ 16} As an initial matter, appellee has challenged the scope of appellant's assignments of error, citing Civ.R. 53(D)(3)(b)(iv) which states as follows: "Except for a claim of plain error, a party shall not assign as error on appeal the court's adoption of any factual finding or legal conclusion, . . . unless the party has objected to that finding or conclusion as required by Civ.R. 53(D)(3)(b)." Civ.R. 53(D)(3)(b) sets forth the requirements for written objections to a magistrate's decision, including the requirement that "[a]n objection to a magistrate's decision shall be specific and state with particularity all grounds for objection." Civ.R. 53(D)(3)(b)(ii).

{¶ 17} Here, appellant's written objection to the magistrate's decision, filed on November 25, 2025,[1] raised one assignment of error which argued that the trial court's judgment was against the manifest weight of the evidence. On appeal to this court, appellant has raised six assignments of error, the sixth of which argues that the judgment was against the manifest weight of the evidence. Pursuant to Civ.R. 53(D)(3)(b)(iv), we will focus our inquiry on this assignment of error because it was also raised in appellant's objection as filed in the trial court. To the extent the remaining assignments of error raise issues outside a manifest weight challenge, we are limited to plain-error review.

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[1] Appellee has not challenged on appeal the trial court's decision denying her motion to strike which argued that appellant's objection was not timely filed and that appellant failed to file a transcript with the objection as required by Civ.R. 53. "Noncompliance with Civ.R. 53 is a procedural irregularity that does not affect the trial court's subject-matter jurisdiction to hear the case." *State ex rel. Jones v. Paschke*, 2022-Ohio-2427, ¶ 8. Therefore, on appeal, we need not address whether appellant's objection to the magistrate's decision complied with Civ.R. 53 with respect to its timeliness and its omission of a filed transcript.

{¶ 18} A manifest weight claim "attacks the credibility of the evidence presented and questions whether the state met its burden of persuasion." *State v. Harris*, 2026-Ohio-2492, ¶ 10 (10th Dist.), citing *State v. Richey*, 2018-Ohio-3498, ¶ 50 (10th Dist.), citing *Eastley v. Volkman*, 2012-Ohio-2179, ¶ 11-13; s*ee also State v. Reillo*, 2026-Ohio-2701, ¶ 25 (reaffirming the manifest-weight standard as it was explained in *Eastley* at ¶ 12.) In conducting a manifest-weight review, a court "weighs the evidence and all reasonable inferences, considers the credibility of witnesses and determines whether in resolving conflicts in the evidence, the jury clearly lost its way and created such a manifest miscarriage of justice that the conviction must be reversed and a new trial ordered." (Cleaned up.) *Reillo* at ¶ 26. " 'In weighing the evidence, the court of appeals must always be mindful of the presumption in favor of the finder of fact.' " *Reillo* at ¶ 28, quoting *Eastley* at ¶ 21.

{¶ 19} Replevin is a statutory remedy set forth in R.C. Chapter 2737 by which a plaintiff seeks to recover goods from someone who has wrongfully retained them. *See Am. Rents v. Crawley*, 77 Ohio App.3d 801, 804 (10th Dist. 1991). "In order to recover the possession of specific property pursuant to a replevin claim, a plaintiff must prove that he is entitled to the possession of the property and that, at the time the replevin action was filed, the defendant had actual or constructive possession and control of the property." *Mulhollen v. Angel*, 2005-Ohio-578, ¶ 23 (10th Dist.).

{¶ 20} Under Ohio law, dogs are considered personal property. R.C. 955.03. Thus, in order to prevail on a cause of action for replevin, it was appellee's burden to establish that she was entitled to possession of Ellie and that appellant had actual or constructive possession of Ellie at the time the suit was filed.

{¶ 21} Appellant argues that his possession of Ellie for an extended period with appellee's "knowledge and consent" prior to litigation should have been weighed differently by the trial court. (Appellant's Reply Brief at 3.) He also argues that appellee's evidence of past ownership or administrative paperwork (such as registration) should not be considered dispositive. He further disagrees with the trial court's conclusion that his payments for Ellie's expenses were voluntary or for companionship.

{¶ 22} The parties testified that Ellie was purchased in response to an online ad. The parties dispute whether the purchase amount was $800, for which there is proof that

appellee paid appellant for the purchase, or whether the purchase amount was $1,600 for which appellee's $800 payment contributed half. Other than their testimony, the parties presented no other evidence such as a sale or adoption contract or a receipt for the purchase. Both parties believed that Ellie was theirs.

{¶ 23} Both parties presented proof of dog license registration in their respective counties of residence at various periods of time. But registration does not establish ownership given that, pursuant to R.C. 955.01(A)(1), "every person who owns, keeps, or harbors a dog" is required to obtain a license for a dog. *See Eltibi v. Kocsis*, 2021-Ohio-2911, ¶ 18, fn. 1 (9th Dist.).

{¶ 24} Both parties presented evidence of having paid for veterinary expenses as well as pet food and supplies for Ellie. Because Ellie separately spent time with appellant and appellee following the end of their romantic relationship, it is understandable that each would have separate expenses in addition to shared expenses.

{¶ 25} It is undisputed that appellant and appellee had an unwritten agreement allowing Ellie and Axle to spend periods of time with appellant following the end of their romantic relationship and co-living arrangement. It is also undisputed that the last time appellee dropped the dogs off to spend time with appellant, appellant was to return the dogs to appellee at an agreed upon date and time, but he instead avoided contact with appellee and kept Ellie despite being aware of an expectation otherwise.

{¶ 26} We first note that this case presents difficult circumstances given that both parties have presented evidence that they care deeply about Ellie. Nonetheless, on the facts of this case, on a manifest-weight review where the evidence is susceptible of more than one construction and does not weigh heavily against the judgment rendered, we are bound to give the evidence an interpretation consistent with that of the factfinder. *See Riello*, 2026-Ohio-2701, at ¶ 28. We note the long-standing principle in manifest-weight review which recognizes that deference is warranted because the factfinder is " ' "best able to view the witnesses and observe their demeanor, gestures and voice inflections, and use these observations in weighing the credibility of the proffered testimony." ' " *Id.*, quoting *In re Z.C.*, 2023-Ohio-4703, ¶ 14, quoting *Seasons Coal Co., Inc. v. Cleveland*, 10 Ohio St.3d. 77, 80 (1984). Here, we do not find that the trial court clearly lost its way and created such a manifest miscarriage of justice that the judgment must be reversed and a new trial ordered.

{¶ 27} Because we do not find that the trial court's judgment is against the manifest weight of the evidence, we overrule the sixth assignment of error.

{¶ 28} With respect to appellant's remaining assignments of error, we are limited to plain-error review as noted above. However, appellant has not invoked the plain-error doctrine on appeal and, on this basis, we may overrule those assignments of error. *See Irvin v. Tate*, 2022-Ohio-2553, ¶ 8 (10th Dist.). Nonetheless, even if we were to consider plain error, plain-error review is disfavored for civil matters. The Supreme Court of Ohio has cautioned "that plain error in civil cases is 'sharply limited to the *extremely rare case* involving *exceptional* circumstances where the error, left unobjected to at the trial court, rises to the level of challenging the legitimacy of the underlying judicial process itself[.]' " (Emphasis in original.) *Ohio Power Co. v. Burns*, 2022-Ohio-4713, ¶ 40, quoting *Goldfuss v. Davidson*, 1997-Ohio-401, ¶ 28.

{¶ 29} Upon review, we find this case does not present exceptional circumstances that rise to the level of plain error. Therefore, appellant's first through fifth assignments of error are overruled.

IV. Conclusion

{¶ 30} Based on the foregoing, we overrule appellant's six assignments of error. Accordingly, we affirm the judgment of the Franklin County Municipal Court.

Judgment affirmed.

BEATTY BLUNT and LELAND, JJ., concur.