

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-0159**

Lawrence Merwyn Johnson,
Respondent,

vs.

Jaxon Ray Sundeen,
Appellant.

**Filed August 11, 2025
Affirmed
Ross, Judge**

St. Louis County District Court
File No. 69VI-CV-24-298

John B. Schulte, Hanft Fride, P.A., Duluth, Minnesota (for respondent)

Erica A. Holzer, Carmen-Marie Carballo, Maslon LLP, Minneapolis, Minnesota (for appellant)

Considered and decided by Wheelock, Presiding Judge; Ross, Judge; and Halbrooks, Judge.*

NONPRECEDENTIAL OPINION

ROSS, Judge

After Jaxon Sundeen and Lawrence Johnson ceased living together they disputed ownership of a dog. A conciliation court decided that the dog should remain with Sundeen

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

but the district court vacated the decision on appeal and found Johnson to be the owner. Sundeen appeals, arguing that the district court made erroneous findings and that we should reverse in the interests of justice. We affirm.

FACTS

In 2017 Jaxon Sundeen and Lawrence Johnson were living together in Ely when they adopted a “hound mix” dog named Jane. Johnson moved out in 2022, and Sundeen ultimately kept Jane while the parties tried to sustain an ownership-sharing arrangement, which did not work out.

Johnson sued for Jane’s ownership in conciliation court, and Sundeen asserted a counterclaim to a canoe. The conciliation court decided that Jane would remain with Sundeen but did not decide who owned the canoe. Sundeen removed the case to district court, intending for the district court to address the canoe issue. The district court held an evidentiary hearing where Johnson and Sundeen both testified.

The hearing began with the district court recognizing that Sundeen was not represented while Johnson was, prompting the court to ask Sundeen if he wished to proceed. Sundeen responded affirmatively but, after he learned that removing the case had vacated the conciliation court’s decision altogether and that Jane’s ownership was again at issue, he said that he was not prepared for a trial on anything except the canoe’s ownership. Sundeen nevertheless said he had documents “proving ownership [and a]ll of the financial responsibility for [Jane]” and tried to admit them into evidence. Johnson objected, and the district court responded to the objection, stating, “[W]e will deal with [the documents] when we get to Mr. Sundeen’s testimony.”

Testimony addressed the circumstances of the parties' adopting Jane. Sundeen never revived his request to admit the documents. Johnson's testimony suggested that the parties agreed to purchase Jane together despite his initial reluctance, and that while Sundeen paid for Jane, Johnson paid him back the purchase price. Sundeen similarly testified that Johnson was originally against getting a dog and Sundeen therefore adopted Jane "on [his] own."

Evidence at the hearing detailed Jane's status as an alleged service dog for Johnson. Johnson said that he possessed "stuff" for her being his service dog. But he acknowledged that Jane was not actually trained as a service animal. He submitted an exhibit from his doctor representing that Jane was indeed his service dog, which he elaborated was "the beginning" of making her officially a service animal. He said that the parties never needed to "make it official because [Sundeen] would never take my dog away from me." And he said Jane did not need training because she already accomplished tasks that he required.

Johnson also testified that when the two later adopted a second dog, he made Sundeen promise that if they were to break up, Jane would be his and the other dog would be Sundeen's. Sundeen acknowledged that he promised Johnson he could have Jane but elaborated that the agreement was "working under the assumption that he and I would remain friends . . . [but] the circumstance . . . changed."

The district court entered judgment entitling Johnson to Jane and entitling Sundeen to the canoe. It found that both parties testified credibly and that they had agreed for Sundeen to purchase Jane for Johnson. And it determined that Johnson's paying Sundeen Jane's purchase price granted him ownership of her. Sundeen appeals.

DECISION

Sundeen challenges the district court's judgment awarding Jane's ownership to Johnson, arguing that its findings are unsupported by the record and that we should reverse in the interests of justice because his self-represented status prevented him from adequately presenting his case. Johnson asks us to reverse the district court's canoe decision, but he did not file a notice of related appeal and therefore forfeits that challenge. *See* Minn. R. Civ. App. P. 106; *City of Rochester v. Kottschade*, 896 N.W.2d 541, 545 n.3 (Minn. 2017). We address only Sundeen's appeal regarding Jane.

Sundeen contests the district court's findings underlying Jane's ownership determination. We review fact findings for clear error, which exists when a finding is manifestly contrary to the weight of the evidence or not reasonably supported by all the evidence taken together. *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021). We consider the evidence in the light most favorable to the findings, do not find our own facts or reweigh the evidence, and do not reconcile conflicting evidence. *Id.* at 221–22. Johnson's relevant testimonial evidence on Jane's purchase is as follows:

Q: . . . Where and how was Jane obtained?

JOHNSON: We got Jane -- [Sundeen] wanted to get Jane. I was kind of hesitant because I had other dogs that had been taken away from me by people that had hurt me immensely, and when we got the dog, I made him promise that if I fell in love with the dog, I would get the dog, and I paid for the dog.

. . . .

Q: Was Jane obtained through a shelter? Through a breeder? Who --

JOHNSON: We got Jane through an adoption agency. I forget what the name of it was. We paid about \$900.00 for her.

Q: And that was out cash out of --

JOHNSON: My pocket. He paid for it with his credit card, but I gave him cash to pay for it just like everything else.

Sundeen did not contest Johnson's representation that Johnson "gave him cash to pay for it" after Sundeen paid for it with his credit card, testifying, "I don't recall getting cash for her from him but that doesn't mean it didn't happen."

The district court found that Sundeen made the original payment for Jane, and it found Johnson's testimony "credible that he did in fact pay [Sundeen] the purchase price for the dog." The record supports these findings. We bear in mind that dogs are personal property and may be acquired by purchase. *See Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 633 (Minn. 2012). Sundeen maintains that the district court misinterpreted Johnson's testimony by failing to properly account for the phrase, "just like everything else." He suggests that the district court should have construed the testimony to mean that Sundeen paid for Jane with his credit card and that, "just like everything else," Johnson paid him in cash for only a portion of her purchase price. Sundeen adds that the district court should not have found there was a pre-existing plan for Johnson to own Jane. But because the district court's interpretation of the ambiguous testimony is not unreasonable and we construe the evidence in the light most favorable to the district court's decision, *Kenney*, 963 N.W.2d at 221, we hold that the findings are not clearly erroneous. And because of the supported finding that Johnson repaid Sundeen the full purchase price after they adopted Jane—essentially buying out Sundeen's ownership interest in the dog—whether the parties had previously agreed to a different ownership arrangement does not affect the district court's decision.

Sundeen argues that Johnson was not a credible witness. But we are in a poor position on appeal to reweigh a witness's credibility, and we afford great deference to a district court's credibility determinations. *See In re Stisser Grantor Tr.*, 818 N.W.2d 495, 507 (Minn. 2012). It is true that there may be, on rare occasions, circumstances leading us to determine witness testimony to be "so inherently improbable or self contradictory as to be unworthy of belief," *Nenno v. De Coster*, 201 N.W. 937, 937 (Minn. 1925), but this is not such a circumstance. Sundeen attacks Johnson's testimony as contradictory because Johnson referred to Jane as his "service dog" but agreed that Jane was not service-dog trained. We see no contradiction here, because Johnson acknowledged Jane was not a trained service dog but nevertheless considered her to be *his* service dog because of how she assisted him. Sundeen also contends that Johnson's testimony that he gave Sundeen cash for "everything" was contradicted when he acknowledged that the parties used Sundeen's card to pay for Jane's veterinary care because Johnson did not specifically state he contributed any money to those costs. We again fail to see a contradiction that would require the district court to find Johnson incredible and do not disturb the district court's reasoned credibility finding.

We are not persuaded to reverse in the interests of justice based on Sundeen's contention that his previous self-represented status left him unaware that his appealing the conciliation-court decision would open a trial on Jane's ownership rather than just the canoe. The form Sundeen submitted states, "The appealing party is aggrieved by the judgment in Conciliation Court . . . and hereby demands removal of *this case* from Conciliation Court to the District Court *for trial De Novo (new trial)*." (Emphasis added.)

And a self-represented litigant is generally held to the same standard as an attorney. *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). We see no injustice in holding Sundeen to the procedure he expressly requested.

Sundeen adds that his limited knowledge as a self-represented litigant prevented him from introducing documents of Jane's ownership. He cites *Kasson State Bank v. Haugen*, when we held that the "trial court has a duty to ensure fairness to a pro se litigant by allowing reasonable accommodation so long as there is no prejudice to the adverse party" and reversed because the trial court did not grant the self-represented litigant a continuance to hire counsel. 410 N.W.2d 392, 395 (Minn. App. 1987). *But see Heinsch v. Lot 27*, 399 N.W.2d 107, 109 (Minn. App. 1987) (refusing to excuse a self-represented litigant's procedural misstep). Sundeen did not request a continuance, even after he learned that the scope of the hearing was more expansive than he had wrongly assumed. And although the district court did not prompt Sundeen to submit his documents during his testimony as it had previously suggested it might, it did at times assist Sundeen with court procedure. We observe too that the documents Sundeen failed to submit would likely not lead to a different outcome. They were Jane's adoption agreement and veterinary and training records that might be read to suggest that he solely owned Jane. But as Sundeen contends, he testified to much of the substance of these documents at trial. They do not conflict with the district court's finding that Johnson repaid Sundeen Jane's full purchase price.

Affirmed.