



2. Ms. Kingston seeks, among other relief, declaratory judgments that she is the sole owner of Rufus with legal and physical custody of Rufus and that Mr. Goldberg has no ownership and/or visitation right. Ms. Kingston seeks an order of protection against Mr. Goldberg her and her dog from Mr. Goldberg based on Mr. Goldberg's harassment.

#### THE PARTIES

3. Plaintiff McKayla Kingston is an individual, and a citizen of the State of New York residing at 544 Union Avenue, Apt 2F, Brooklyn, NY 11211.

4. Defendant Zack Goldberg is an individual, and a citizen of Washington, D.C., residing at 3005 P Street NW, Washington, DC 20007

#### JURISDICTION AND VENUE

5. This Court has jurisdiction over this dispute, under 28 U.S.C. § 1332, in that the matter in controversy exceeds the sum of \$75,000.00, and is between individual citizens residing in different states.

6. Jurisdiction is further conferred by the declaratory judgment statute, 28 U.S.C. § 2201, *et seq.*

7. Venue is proper in this District because relevant acts and events occurred within the District and the parties are citizens and residents of different states.

#### CLAIMS

8. McKayla Kingston resides at 544 Union Avenue, Apt 2F, Brooklyn, NY 11211.

9. Ms. Kingston resided at 544 Union Avenue, Apt 2F, Brooklyn, NY, 11211, before January 2015.

10. Zack Goldberg resides at 3005 P Street NW, Washington, DC 20007.

11. Mr. Goldberg resided at 3005 P Street NW, Washington, DC 20007, before January 2015.

12. Mr. Goldberg stated, "I don't want a dog."

13. Mr. Goldberg stated, "I never wanted a dog."

14. Mr. Goldberg stated, "I had never considered getting a King Charles."

15. Mr. Goldberg stated "I don't want a dog," "I never wanted a dog," and "I had never considered getting a King Charles," countless times during the first twenty-one (21) months of his relationship with McKayla Kingston.

16. Mr. Goldberg stated, in front of eyewitnesses, that "[i]f we ever break-up, Rufus is your [Ms. Kingston's] dog."

17. Mr. Goldberg never wanted a dog in his relationship with Ms. Kingston.

18. Mr. Goldberg was against having a dog in his relationship with Ms. Kingston.

19. Mr. Goldberg did not ever consider getting a King Charles.

20. Mr. Goldberg did not purchase the Cavalier King Charles Spaniel, named Rufus.

21. Mr. Goldberg did not pay the purchase price for Rufus.

22. Mr. Goldberg did not participate in the researching and discussions of and relating to Rufus before Ms. Kingston purchased Rufus.

23. Rufus had a significant detrimental impact on Mr. Goldberg's productivity.

24. Rufus had a significant detrimental impact on Mr. Goldberg's ability to work.

25. Ms. Kingston researched on how to license Rufus and other related matters.

26. Ms. Kingston licensed Rufus.

27. Ms. Kingston filled out and completed the license.

28. Mr. Goldberg did not research on how to license Rufus.

29. Mr. Goldberg did not license Rufus.
30. Mr. Goldberg did not fill out and complete application to obtain the license for Rufus.
31. Mr. Goldberg did not research nor find a veterinarian for Rufus.
32. Ms. Kingston researched and found a veterinarian for Rufus.
33. Mr. Goldberg was not involved in ascertaining the competency and credentials of Rufus's veterinarian.
34. Ms. Kingston brought Rufus in for his first veterinarian visit.
35. Ms. Kingston attended to the health and well-being of Rufus, including scheduling check-ups, and vaccinations for Rufus.
36. Mr. Goldberg did not attend to nor insure that Rufus was vaccinated.
37. Ms. Kingston attended to and ensured that Rufus was properly vaccinated.
38. Rufus went to the veterinarian on January 23, 2012.
39. Ms. Kingston paid for Rufus's January 23, 2012 veterinary visit.
40. Rufus went to the veterinarian on February 9, 2012.
41. Ms. Kingston paid for Rufus's February 9, 2012 veterinary visit.
42. Rufus went to the veterinarian on February 14, 2012.
43. Ms. Kingston paid for Rufus's February 14, 2012 veterinary visit.
44. Rufus received a vaccination certificate.
45. Ms. Kingston obtained a vaccination certificate for Rufus.
46. Mr. Goldberg did not obtain a vaccination certificate for Rufus.
47. Rufus went to the veterinarian on April 5, 2012.
48. Ms. Kingston paid for Rufus's April 5, 2012 veterinarian visit.
49. Rufus went to the veterinarian on May 7, 2012.

50. Ms. Kingston paid for Rufus's May 7, 2012 veterinary visit.
51. Rufus went to the veterinarian on May 23, 2012.
52. Ms. Kingston paid for Rufus May 23, 2012 veterinarian visit.
53. Rufus went to the veterinarian on June 7, 2012.
54. Ms. Kingston paid for Rufus' June 7, 2012 veterinarian visit.
55. Rufus went to the veterinarian on November 7, 2012.
56. Ms. Kingston paid for Rufus's November 7, 2012 veterinary visit.
57. Rufus went to the veterinarian on November 17, 2012.
58. Ms. Kingston paid for Rufus's November 17, 2012 veterinary visit.
59. Rufus went to the veterinarian on April 25, 2013.
60. Ms. Kingston paid for Rufus's April 25, 2013 veterinary visit.
61. Rufus went to the veterinarian on July 5, 2013.
62. Ms. Kingston paid for Rufus's July 5, 2013 veterinary visit.
63. Rufus went to the veterinarian on December 30, 2013.
64. Ms. Kingston paid for Rufus's December 30, 2013 veterinary visit.
65. Rufus went to the veterinarian on December 31, 2013.
66. Ms. Kingston paid for Rufus's December 31, 2013 veterinary visit.
67. Rufus went to the veterinarian on August 27, 2014.
68. Ms. Kingston paid for Rufus's August 27, 2014 veterinary visit.
69. Rufus went to the veterinarian on October 27, 2014.
70. Ms. Kingston paid for Rufus's October 27, 2014 veterinary visit.
71. Ms. Kingston is in possession, custody and/or control of any and all documentation,  
including records of and relating to Rufus.

72. Mr. Goldberg is not in possession, custody and/or control of any and all documentation, including records of and relating to Rufus.

73. Rufus is covered by pet insurance.

74. Ms. Kingston researched pet insurance for Rufus.

75. Ms. Kingston applied for and obtained pet insurance for Rufus.

76. Ms. Kingston paid the premiums on the pet insurance for Rufus.

78. Mr. Goldberg did not research pet insurance for Rufus.

79. Mr. Goldberg did not apply for and obtain pet insurance for Rufus.

80. Mr. Goldberg did not pay the premiums for the pet insurance covering Rufus.

81. Ms. Kingston is in possession, custody and control of the insurance policy covering Rufus.

82. Mr. Goldberg is not in possession, custody and control of the insurance policy covering Rufus.

83. Ms. Kingston researches, shops and purchases the food for Rufus.

84. Ms. Kingston researches, shops and purchases recreational toys and gear for Rufus.

85. Mr. Goldberg has not volunteered at any not-for-profit dog rescue or dog care entity from April 2010, to and including February, 2015.

86. Mr. Goldberg does not share Ms. Kingston's deep abiding love and commitment to, Rufus.

87. Ms. Kingston researches and found and moved into a special apartment to accommodate her dog Rufus.

88. Ms. Kingston and Mr. Goldberg voluntarily ended their relationship in January 2014.

89. Rufus went with Ms. Kingston when Ms. Kingston moved out of the apartment in Manhattan which apartment was shared by Ms. Kingston and Mr. Goldberg.

90. Mr. Goldberg purchased Index number 521-15 on January 15, 2015.

91. Mr. Goldberg on January 15, 2015, filed a "summons with notice," dated January 9, 2015, in Queens County.

92. Mr. Goldberg's residence address on the "summons with notice," is 3005 P Street NW, Washington, DC 20007.

93. Mr. Goldberg moved to Canada in August 2014.

94. Mr. Goldberg moved to Washington, DC, in about September or October 2014.

95. Mr. Goldberg is residing in Washington, DC.

96. Ms. Kingston and Rufus go to work together every day, and go home together every day and spend most of their life together.

97. Mr. Goldberg did not purchase a dog in 2010.

98. Mr. Goldberg did not purchase a dog in 2011.

99. Mr. Goldberg did not purchase a dog in 2012.

100. Mr. Goldberg did not purchase a dog in 2013.

101. Mr. Goldberg did not purchase a dog in 2014.

102. Mr. Goldberg did not purchase a dog in 2015.

103. Mr. Goldberg did not rescue a dog in 2010.

104. Mr. Goldberg did not rescue a dog in 2011.

105. Mr. Goldberg did not rescue a dog in 2012.

106. Mr. Goldberg did not rescue a dog in 2013.

107. Mr. Goldberg did not rescue a dog in 2014.

108. Mr. Goldberg did not rescue a dog in 2015.

109. There are thousands of dogs available for adoption in Washington, D.C.

110. There are over 100 dogs available for adoption at City Dogs Rescue, Washington, D.C., at [www.citydogrescuedc.org](http://www.citydogrescuedc.org).

111. On Tuesday, February 24, 2015, there were 112 dogs available for adoption at City Dogs Rescue, Washington, D.C., and listed at [www.citydogrescuedc.org](http://www.citydogrescuedc.org).

112. There are dogs available for adoption at the Washington Animal Rescue League, at [www.warl.org](http://www.warl.org).

113. There are dogs available for adoption at Lucky Dog Animal Rescue, located in Washington, D.C., at [www.luckydoganimalrescue.org](http://www.luckydoganimalrescue.org).

114. There are dogs available for adoption at the Homeward Trails Animal Rescue, at [www.homewardtrails.org](http://www.homewardtrails.org).

115. There are dogs available for adoption at the Washington Humane Society, at [www.washhumane.org](http://www.washhumane.org).

116. There are each and every year about 3.9 million dogs available for adoption at about 13,600 community animal shelters nationwide according to the ASPCA at [www.aspc.org](http://www.aspc.org).

117. Each and every year about 1.2 million dogs are euthanized because people do not adopt them according to the ASPCA at [www.aspc.org](http://www.aspc.org).

118. Each and every year about 1.4 million dogs are adopted according to the ASPCA at [www.aspc.org](http://www.aspc.org).

119. Ms. Kingston moved on with her life with Rufus after breaking-up with Mr. Goldberg.

120. Mr. Goldberg refuses to move on with his life after breaking-up with Ms. Kingston.



121. Mr. Goldberg wants to see Rufus so he can keep in touch with Ms. Kingston despite their break-up.

122. Mr. Goldberg is using Rufus as a way to continue seeing Ms. Kingston.

123. Mr. Goldberg is using Rufus as a way to stay connected to Ms. Kingston despite their break-up.

124. Mr. Goldberg is using Rufus as a way to continue being involved in Ms. Kingston's life.

125. Ms. Kingston does not want Mr. Goldberg in her life.

126. Ms. Kingston plainly communicated that she does not want Mr. Goldberg in her life with her dog Rufus.

127. Mr. Goldberg is using Rufus because he refuses to move on with his life even though Ms. Kingston and Mr. Goldberg broke-up in January, 2014.

128. Ms. Kingston has moved on with her life with her dog Rufus and does not want to see or be involved in any relationship with Mr. Goldberg.

129. Mr. Goldberg threatened Ms. Kingston.

130. Mr. Goldberg intentionally threatened Ms. Kingston.

131. Mr. Goldberg persistently sends Ms. Kingston unwanted communications, including letters.

132. Mr. Goldberg bullied Ms. Kingston and is attempting to bully Ms. Kingston.

133. Mr. Goldberg caused Ms. Kingston to be in fear of Mr. Goldberg and in fear of Mr. Goldberg's conduct and in fear of what Mr. Goldberg may do of and relating to her life and Rufus.

134. Mr. Goldberg is harassing Ms. Kingston by way of demanding to have “visitation,” and/or “shared ownership,” of Rufus although Rufus is and was always solely Ms. Kingston’s dog.

135. Mr. Goldberg does not know anything about Rufus’ life for over a half-year.

136. Ms. Kingston bonded with Rufus.

137. Rufus bonded with Ms. Kingston.

138. Rufus is a full-time employee at Ms. Kingston’s place of business.

139. Rufus is an integral part of the daily social network of Ms. Kingston’s place of business.

140. Rufus sleeps with Ms. Kingston in her bed each and every night.

141. Ms. Kingston has a special relationship with Rufus based on being continuously together throughout the day, including at work.

142. Mr. Goldberg has no such special relationship with Rufus based on being continuously together throughout the day, including at work.

143. Mr. Goldberg has not seen or been with Rufus in over a half-year.

144. Mr. Goldberg is interfering with Ms. Kingston and her dog Rufus.

145. Mr. Goldberg is offensively intruding himself into Ms. Kingston’s life with her dog Rufus.

#### AS AND FOR A FIRST CLAIM

146. Plaintiff repeats, reiterates, and re-alleges each and every averment contained in ¶¶ “1” through “145,” with the same force and effect as though the same were actually repeated verbatim word-for word at length herein.

147. Plaintiff is entitled to a declaration that she is the sole owner of Rufus.

148. Plaintiff is entitled to a declaration that the defendant Mr. Goldberg has no ownership rights of and relating to Rufus.

AS AND FOR A SECOND CLAIM

149. Plaintiff repeats, reiterates, and re-alleges each and every averment contained in ¶¶ “1” through “148,” with the same force and effect as though the same were actually repeated verbatim word-for word at length herein.

150. Plaintiff is entitled to a declaration that she has sole physical and legal custody of Rufus.

151. Plaintiff is entitled to a declaration that the defendant Mr. Goldberg has no physical and/or legal custody of Rufus.

AS AND FOR A THIRD CLAIM

152. Plaintiff repeats, reiterates, and re-alleges each and every averment contained in ¶¶ “1” through “151,” with the same force and effect as though the same were actually repeated verbatim word-for word at length herein.

153. Plaintiff is entitled to a declaration that the defendant is not entitled to any visitation with Rufus.

AS AND FOR A FOURTH CLAIM

154. Plaintiff repeats, reiterates, and re-alleges each and every averment contained in ¶¶ “1” through “153,” with the same force and effect as though the same were actually repeated verbatim word-for word at length herein.

155. Mr. Goldberg is harassing plaintiff with the aforementioned described conduct, including communications.

156. Mr. Goldberg’s conduct constitutes harassment.

157. Plaintiff is entitled to an order of protection against the defendant Mr. Goldberg from communicating with and/or attempting to see her and/or her dog in any way whatsoever, whether in person, telephone, and/or cell phone, mail, email, insta-mail, electronically, mechanically and/or otherwise.

WHEREFORE, the Court is respectfully requested to grant the relief requested, together with such other and further relief as is just and proper in the circumstances.

Dated: March 4, 2015  
New York, New York



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CLIENT VERIFICATION


STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF NEW YORK        )

McKayla Kingston, being duly sworn, deposes and says:

I have read and know the contents of the foregoing Verified Complaint. The same is true to my knowledge, except as to those matters therein stated to be alleged upon information and belief and as to those matters; I believe them to be true.

  
\_\_\_\_\_  
MCKAYLA KINGSTON

Sworn to before me this  
4th day of March 2015

  
\_\_\_\_\_  
Notary Public

MICHAEL J. ...  
Notary Public  
...  
2016 