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DISTRICT II

June 24, 2026

To:

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Circuit Court Judge
Electronic Notice

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Electronic Notice

Connie Mueller
Clerk of Circuit Court
Ozaukee County Justice Center
Electronic Notice

Eugene Bykhovsky
Electronic Notice

You are hereby notified that the Court has entered the following opinion and order:

2024AP1313

Mikhail Ragozin v. Anya Verkhovskaya (L.C. #2020CV326)

Before Neubauer, P.J., Gundrum, and Lazar, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Mikhail Ragozin appeals from an order of the circuit court dismissing his claims against Anya Verkhovskaya for breach of implied contract and unjust enrichment.¹ Ragozin asserts the “court erred when it determined that it was not inequitable for Verkhovskaya to retain the benefit” of the labor and materials Ragozin expended to make various improvements on property owned by Verkhovskaya. Based upon our review of the briefs and record, we conclude at

¹ Verkhovskaya counterclaimed, asserting her own unjust enrichment claim, which claim the circuit court also dismissed. Because she has not appealed this dismissal, we discuss it no further.

conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2023-24).² We affirm.

BACKGROUND

Ragozin is a licensed contractor who owns and operates a home improvement company and graduated with a degree in architecture from a university in the former Soviet Union. He met Verkhovskaya in 2011 when she hired him to perform a home improvement project on a single-family home she owned and resided in with her three children. The two began a romantic relationship and initially maintained separate residences, but Ragozin eventually moved in with Verkhovskaya.

Ragozin and Verkhovskaya made plans to purchase a new house. Verkhovskaya found a house for sale on Glen Oaks Lane in Mequon that was vacant, distressed, uninhabitable, and being sold as a foreclosed property. The two agreed Verkhovskaya would finance the purchase and renovation of the home and Ragozin would design and oversee the renovation as well as perform as much work as possible himself to help reduce the cost of the renovation. The project was completed in 2013, and Ragozin, Verkhovskaya, and Verkhovskaya's three children lived together in the home until 2019, when Ragozin and Verkhovskaya ended their relationship and Ragozin moved out.

Ragozin subsequently asked Verkhovskaya to reimburse him for the labor and materials he put into the renovation. Verkhovskaya refused to do so, so Ragozin commenced this action

² All references to the Wisconsin Statutes are to the 2023-24 version.

for breach of implied contract and unjust enrichment. The circuit court conducted a bench trial, at which the following relevant evidence was presented.

Verkhovskaya testified that, while she and Ragozin lived together in the Glen Oaks home, Ragozin would use Verkhovskaya's credit card for groceries whenever he did not "ha[ve] funds." This began after she learned that Ragozin had credit card debt and "was paying [a] very, very high interest rate." Verkhovskaya subsequently paid the debt and authorized Ragozin to use her credit card for groceries. Verkhovskaya also testified that she paid the majority of the expenses for Ragozin to travel with her or with her and her family to multiple destinations, but Ragozin would pay for "some of the expenses ... like going out to restaurants or [he would] buy gifts for [her] and the kids." Related to the renovation, Verkhovskaya testified that she "paid for everything" necessary for it, contributed labor to various aspects of it, including demolition, window and door installation, "preparing floors for installation of hardwood," and "using [a] forklift to move" bags of demolished material to a dumping site. Contrary to earlier testimony by Ragozin in which he answered affirmatively when asked if there was an "understanding ... that [he] would have some sort of interest in [the Glen Oaks] property due to the work and efforts that [he] put into" it, when asked, "You never told Mr. Ragozin that ... he would receive any portion of the property ... in ownership ...," Verkhovskaya responded, "No."

The circuit court dismissed the case, concluding there was no implied contract between Ragozin and Verkhovskaya and Ragozin's unjust enrichment claim failed because he did not meet his burden of proof in demonstrating that it was "inequitable for Ms. Verkhovskaya to retain the benefit" of the materials and labor Ragozin expended during the renovation. The court noted that, as a result of his efforts, Ragozin "got to travel," "got to live in this big house," benefited from "a significant upgrade in his living situation [from] before," and Verkhovskaya

assisted him when he was in “some financial trouble.” Ragozin appeals only the dismissal of his unjust enrichment claim.

DISCUSSION

As we have stated:

Unmarried cohabitants may raise a claim based upon unjust enrichment following the termination of their relationship where one party attempts to retain an unreasonable amount of the property acquired through the efforts of both. Such a claim is “grounded on the moral principle that one who has received a benefit has a duty to make restitution where retaining such a benefit would be unjust.” An unjust enrichment action requires “proof of three elements: (1) a benefit conferred on the defendant by the plaintiff, (2) appreciation or knowledge by the defendant of the benefit, and (3) acceptance or retention of the benefit by the defendant under circumstances making it inequitable for the defendant to retain the benefit.”

In nonmarital cohabitation actions, proof of the above three elements is demonstrated by showing: (1) an accumulation of assets, (2) acquired through the efforts of the claimant and the other party, and (3) retained by the other party in an unreasonable amount.

Ulrich v. Zemke, 2002 WI App 246, ¶¶10-11, 258 Wis. 2d 180, 654 N.W.2d 458 (citations omitted).

“Whether the circuit court utilized the proper legal standard is a question of law we review de novo,” but “we will not set aside factual determinations made by the circuit court unless the findings are clearly erroneous.” *Id.*, ¶8. Moreover, in this case, the matter was tried to the court. Under such circumstances, “the weight of the testimony and the credibility of the witnesses are matters peculiarly within the province of the [circuit] court acting as the trier of fact’ because the [circuit] court has a superior opportunity ‘to observe the demeanor of witnesses

and to gauge the persuasiveness of their testimony.” *Tang v. C.A.R.S. Prot. Plus, Inc.*, 2007 WI App 134, ¶19, 301 Wis. 2d 752, 734 N.W.2d 169 (citations omitted). Ultimately, “[a] circuit court’s decision to grant equitable relief in an action for unjust enrichment is discretionary,” so we will sustain the court’s decision so long as “the circuit court examined the relevant facts, applied a proper standard of law, and using a rational process, reached a conclusion that a reasonable judge could reach.” *Ulrich*, 258 Wis. 2d 180, ¶8.

We conclude the circuit court did not err in determining Ragozin failed to establish the third element of unjust enrichment—that it was inequitable/unreasonable for Verkhovskaya to keep the benefit of the increased value of the Glen Oaks property resulting from the home improvements. We so conclude because the court’s findings, which were adequately supported by the record, show that Ragozin also directly benefited from the improvements, as he himself enjoyed several years of living in the improved property and that Verkhovskaya provided him with significant financial support during their cohabitation. Further, the record reflects Verkhovskaya funded nearly the entirety of the Glen Oaks renovation project and also contributed labor to the project herself.

Because the circuit court did not err in concluding Ragozin failed to prove it would be inequitable/unreasonable for Verkhovskaya to retain the benefit of his contributions to the project, we affirm.

IT IS ORDERED that the order of the circuit court is summarily affirmed pursuant to WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals