

SUPREME COURT OF THE STATE OF WASHINGTON
SUPREME COURT NO. 1035756

ANDREY GERMANOVICH, Petitioner

V

TAISIA MOGA, Respondent

RESPONDENT'S AMENDED RESPONSE TO
PETITION FOR DISCRETIONARY REVIEW
OF COURT OF APPEALS DECISION
NO. 394301-DIVISION III

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I. IDENTITY OF RESPONDENT

Taisia Moga (TM) is the Respondent named in the Petition for CIR and Partition action under RCW 7.52, filed by Andrey Germanovich (AG) in Spokane County No. 21-3-00155-32 [CP P-8] and appealed to the Court of Appeals, Division III, No. 39430-1-III.

II. CITATION OF DECISION ON REVIEW

AG seeks discretionary review by this Supreme Court, RAP 13.4 contesting the unanimous decision of the Court of Appeals, División III, Cause No. 39430-1-III- entered September 24, 2024, finding AG failed to properly plead joint venture as a cause of action in his petition for CIR and Partition, and prayer for relief at trial.

III. ISSUES ON REVIEW

1. Whether the Court of Appeals erred in holding that Appellant failed to plead joint venture as a cause of action in his petition and not remanding the case to the trial court.

2. Whether the Court of Appeals erred in holding that a joint venture could not exist between people who had a personal as well as a business relationship?

IV. STATEMENT OF THE CASE (S)

Appellant, Mr. Germanovich (AG) filed a petition for Committed Intimate Relationship (CIR) and Partition of real properties under RCW 7.52 et seq. [CP P-8] [Appendix A] He listed in his Petition certain real property which the trial court later found to be acquired by Respondent only. Under a sub-heading entitled “I. Facts” he maintained “the parties had cohabited from 2007-2019, with the intended purpose of starting a joint venture in real property in Eastern Washington”. He alleged that “during their relationship, they obtained personal and real property as part of a joint venture/partnership for the purposes of refurbishing the real property and renting it”. His Petition set forth two sub-headings noting the Causes of Action entitled “II-Cause of Action 1-Partition” and “III-Cause of Action 2- CIR”. In the paragraphs following, he laid out what

facts he relied on to establish the CIR claim and why he thought Partition under RCW 7.52 was applicable. Specifically, he claimed, at the time of the Petition the parties owned five (5) houses, jointly and equally, which the Court should partition under RCW 7.52 et seq. Under the cause of action for CIR he alleged, the parties had lived together in an intimate relationship between 10 to 13 years; that they acquired property which otherwise would be considered “community property” of this CIR relationship, and urged the court “to find their relationship a CIR with a joint venture of creating a future for both parties through buying, restoring, and renting houses in the Eastern Washington area.” His prayer for relief requested the court partition the real properties listed based on a now defunct CIR under RCW 7.52 et. seq. and based on a finding they entered a CIR, which was now defunct. He also sought to enjoin TM from selling the properties and awarding him attorney’s fees. No mention was made of a “joint venture” nor

did he lay out facts which addressed the elements of a joint venture.

TM specifically denied each and every allegation noted in the “Facts” section, denied all assertions under Partition and Committed Intimate Relationship (CIR) causes of action, maintaining her to be the sole owner of all properties listed in the Petition. She denied he was authorized to collect or retain rents. She listed affirmative defenses including his improper application of RCW 7.52; contending AG’s filing of Lis Pendens was wrongful and without merit; and a cloud on title entitling her to damages. She also filed a counter claim noting that AG acquired numerous other properties which she listed in her counter claim, and argued that if the court found a CIR, it should include those properties in the court’s consideration of just and equitable distribution. TM also alleged that AG was using the N. 1748 Lacey residence without her authorization and disregarding her prior notice to vacate; and she sought damages for cash rents he wrongfully collected in renting her

property at E. 8116 Alki, without her authority or knowledge while she was away, and seeking damages of \$36,250.00 plus interest until paid, and her attorney's fees. [CP 46-51] [See Appendix B]

AG failed to respond to her counter claim and at trial admitted he did not contribute financially toward the acquisition of any account, homes acquired by TM [RP 561-62] He also acknowledged they did not set up a joint account for any business [RP 654, 160] AG testified they did not share a bank account nor did he allow TM to access his account and she did not authorize him access to her accounts. [RP 654,655, 664] They did not share a credit card or credit line [RP 652]. Likewise, he acknowledged that he never used his credit cards to purchase anything for her property. [RP 161]. AG was unable to produce any invoice for materials purchased or services rendered by him. AG further acknowledged TM would give him money to pay for materials and she paid all sub-contractors and

paid AG for matters he provided with invoices. TM also documented cash TM paid AG. [RP 657, 73, 74, 675].

Regarding the rental of E. Alki property. The court also heard from the tenant, Pustovit, who testified she and her husband were unaware of Respondent being the owner until she stopped to inquire and showed them, she was the owner. The tenant confirmed she and her husband paid \$1250.00 per month, in cash, to AG, who falsely represented himself as the owner. AG did not deny such testimony.

After a multi-day trial, the trial court requested written closing arguments. AG went through all elements of CIR but failed to do the same for a joint venture. The trial court found AG not credible. The court pointed out he failed to provide any documentation to substantiate his testimony and allegations, which TM had denied, nor contest the considerable evidence she provided the court. There was no agreement between them. She maintained that he volunteered to assist her in getting her started in her desire to invest in real property; that she alone had

purchased the listed properties and paid for all improvements or repairs and all materials. The Trial Court's Findings and Conclusions and Order are attached in [Appendix C]

Additionally, the Court also heard where AG acknowledged he attended high school in Spokane, had some college education, and had been a licensed realtor and general contractor but let his licenses expire due to the downturn in the real estate market about 2008. He testified he had lost two homes (Pinder and Highlands) to foreclosure during the period 2008-2014, homes he claimed they had lived in. The trial court also heard testimony and was provided evidence TM paid AG for any work he performed and turned in invoices, and she alone paid for all materials and labor for work on her properties. AG admitted he did not have any evidence he contributed financially to these properties or purchase of materials, and they did not have any joint bank accounts or credit cards.

The Trial court found no CIR, and that all real property listed in his petition was acquired and titled in TM's name as

her separate property. The court awarded TM damages against AG for rents improperly collected without authority and directed him to dismiss the Lis Pendens immediately and vacate N. 1748 Lacey, a home acquired by TM. AG did not contest the trial court's findings and conclusions but argued on appeal that the trial court erred in not ruling on his joint venture claim, which he now claimed he pled in the alternative. Those findings are verities. Moreman v Butler, 126 Wn.2d 36, 891 P.2d 725 (1995).

The Court of Appeals Division III denied AG's appeal finding "he failed to plead nor alleged the elements required for a joint venture. Instead, he pled and argued partition pursuant to RCW 7.52.010, and/or CIR". On appeal AG abandoned those arguments regarding CIR and Partition. He now maintains joint venture could be implied from his complaint. The Court of Appeals Decision is attached as [Appendix D.]

The simple issue here is (a) did AG properly plead a cause of action for Joint Venture?

The Court of Appeals did a thorough analysis of a CIR and joint venture and reasoned that they are separate and distinct legal concepts and separate causes of action. It did not hold that a Joint venture could not exist between people who had a personal as well as a business relationship as is suggested now on appeal by AG.

In reviewing AG's petition against the holdings in case law and court rules, the Court of Appeals found AG "failed to properly plead nor alleged the elements required for a joint venture. Instead, he pleaded and argued partition pursuant to RCW 7.52.010 and/or CIR. On appeal, he abandoned these arguments and now only arguing joint venture." It distinguished a joint venture and CIR but did not hold persons in a CIR relationship could not be in a joint venture, as is suggested by AG on appeal to this court. The court reasoned that some of the factors to consider when determining whether a CIR existed are the intent of the parties as well as the purpose of their relationship. The trial court found his factual allegation

in paragraph 1.1 seemed to provide insight on CIR factors, cohabitation, intent and purpose, pooling of resources, but did not infer a separate claim for joint venture. Moreover, the court addressed AG's counsel's closing argument and outline and again pointed that AG argued their joint endeavors as part of the CIR but failed to argue the joint venture separately as a cause of action. It denied his claim for relief.

V. ARGUMENT

TM maintains AG's petition for review should be denied.

The trial court's decision clearly notes the basis of its decision.

It was asked to find a CIR and if so, partition the property acquired by the parties because of the CIR finding.

Alternatively, he sought partition under RCW 7.52. As there was no CIR and no documented evidence of agreement to which the court could make a finding, coupled with the lack of clear agreement as to the pertinent facts, the trial court was left with which testimony and evidence was credible. The trial court found AG not to be credible and his testimony not convincing.

On appeal AG claims the trial court erred because it failed to address the issue of joint venture which he claims was pled. TM pointed not only to this fact (he failed to properly plead joint venture) but that the evidence was overwhelmingly opposite to his claims.

Further AG did not nor could not provide any evidence of any supporting evidence, agreement or plan to jointly acquire or own properties, nor any financial contributions to any property made by him. He acknowledged they had no joint bank accounts and he had no credit cards. AG's testimony and allegations were called into question by the trial court, which the court found unconvincing. He failed to provide documentary evidence to establish his claims or testimony. regarding a CIR, or that he contributed financially to the acquisition, supplies or improvement of any of the properties the court found to be TM's separate property. He failed to provide invoices or anything to support his testimony and failed to overcome what evidence TM provided. AG admitted he did

not have any documents showing he made any financial payments toward any of the properties. There were no written agreements about his pay or services and the property were all acquired and paid for and titled in Respondent's name. Those were the findings of the trial court, which were unchallenged and are now verities.

As the Court of Appeals noted, "while AG argued the parties had a CIR as evidenced by joint endeavors, he never argued the cause of action separately."

The Court of Appeals properly ruled there was no error.

The Court of Appeals held AG's pleadings failed to properly plead nor seek relief for joint venture. As noted in the court's analysis, "an appellate court may refuse to review any claim of error which was not raised below". RAP 2.5 (a). As a general matter, an argument neither pled nor argued to the trial court cannot be raised for the first time on appeal". Washington Fed. Sav. v Klein, 177 Wn. App. 22, 29, 311 P.3d 53 (2013).

CR 8 (a) notes that a pleading must contain “a short and plain statement of the claim showing that the pleader is entitled to relief.” Additionally, it must “demand for judgment for the relief to which the pleader is entitled” (CR 8 (a). Pleadings are to be “construed as to do substantial justice”, CR 8(f).”

As noted by the Court of Appeals, “although this rule allows for notice pleading, it must still adequately inform the opposing party of the nature of the plaintiff’s claims as well as the legal grounds upon which those claims rest. Kirby v City of Tacoma, 124 Wn. App. 454, 469-70, 98 P.3d 827 (2004). A party who does not plead a cause of action or theory of recovery cannot finesse the issue later by inserting the theory into trial briefs and contend it was the case all along” Kirby, at 472, quoting Dewey v Tacoma School District. No. 10, 95 Wn. App. 18, 23, 974 P.2d 847 (1999). This is exactly what AG attempted in his closing argument.

Appellant on appeal suggests the Court of Appeals standard exceeds the “low bar” standard set by the Supreme

Court. In *PNSPA v City of Sequim*, 158 Wn.2d 342, 144 P.3d 276 (2006) a case cited by appellant here, the supreme court cited *Dewey v Tacoma School District #10*, 95 Wn. App. 18, 26, 974 P.2d 847 (1999) as holding “a party who fails to plead a cause of action “cannot finesse the issue by later inserting the theory into trial briefs and contending it was the case all along”, citing *Lundberg v Coleman*, 115 Wn. App. 172, 180, 60 P.3d. 595. The Court of Appeals Division III recited the law properly. The Court of Appeals also set forth the essential elements of a joint venture as cited in *Penick v Empl. Sec.*, 82 Wn.App.30, 917 P.2d 136 (1996) and *Paulson v Pierce County*, 99 Wn.2d 645, 664 P.2d 1202 (1983) which the court of appeals found not been pled by AG.

AG also cites several cases to support his position, of a low bar, including *Moody v Moody*, 47 Wn.2d 397, 288 P.2d 229 (1955). Each case cited by AG is clearly distinguishable. In *Moody*, supra., Mr. Moody sought to restrict his spouse from testifying against him after he defaulted following his being

served divorce papers. The court found defendant having failed to respond or seek demur waived his right to attack the divorce complaint for the first time on appeal.

Dean v Lehman, 143 Wn.2d 12 (2001), and Champagne v Thurston, 163 Wn.2d 69 (2008) are cases involving appeals from which summary judgment was sought. Dean, supra. involved a class of spouses of DOC inmates challenging the validity of RCW 72.09.480 and claiming rights based on community property laws. The case was certified to the Supreme Court to address the constitutionality of the statute and the claim of the spouses of inmates. Champagne, supra. supports TM's argument here as it cites PNSPA, supra. and Dewey, supra (finding a party may not later insert an argument into its briefs that was not first plead).

Many of the cases cited by AG for review stem from appeals from summary judgment motions. If a summary judgment is denied, a complainant may still seek to amend their pleading to include additional causes of action. Karstetter v

King County Corrections Guild, 193 Wn.2d 672, 684-5, 44 P.3d 1185 (2019). Here, AG failed to amend. AG also misstates the finding in Stanfield v Douglas, 146 Wn. 2d 116, 123, 43 P.3d 498 (2002). Stanfield, supra. involved the plaintiff suing the state of Washington, Douglas County and others for negligence and outrage, he had been wrongfully charged with the murders of his deceased spouse and neighbor, which were later dismissed by the prosecutor for lack of evidence. The state sought dismissal along with other defendants and summary judgment was issued granting dismissal. The only party left was Douglas County. The Plaintiff waited two years to amend his complaint which was identical regarding the factual allegations except for additional claims for false arrest, malicious prosecution, infliction of emotional distress and defamation. The defendant argued these were time barred and should not relate back to the original facts and claims alleged. (Douglas county had not served a responsive pleading when Plaintiff had sought to amend his pleadings under CR 15(a). The issue was

whether a new claim to a previously filed complaint related back. (CR 15 (c). Stanfield, supra., showed us two things. A party can amend their pleading following a summary judgment motion being denied, since the standard on review on summary judgment differs from one as whether a claim was filed.

Second, Stanfield, held “an amended pleading adding new claims relates back if it meets the requirements of the first sentence in CR 15 (c). An amended pleading adding new parties relates back if it meets the requirements of the second sentence of CR 15(c) and the delay in making the amendment is not due to inexcusable neglect or a conscious decision, strategy, or tactic. Plaintiff was allowed to add new claims. Here, AG did not amend his complaint.

VI. CONCLUSION

In conclusion, AG neither pled nor alleged the elements of a joint venture. He failed to respond to the Counter claims filed by TM against him. He failed to provide convincing

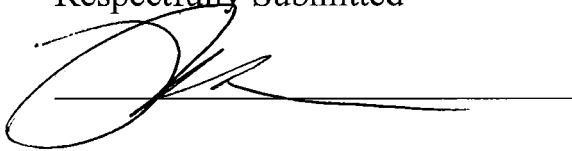
evidence to meet the elements of CIR as noted in Connell v Francisco, 127 Wn 2d 339, 898 P.3d 831 (1995) and Muridan v Redl, 3 Wn. App. 44, 413 P.3d 1072 (2018). The Court of Appeals made a thorough review of his petition, closing arguments, case law and the elements of a CIR, Partition, Partnership and Joint Venture. It reviewed CR 8 and case law interpreting the same and properly ruled AG failed to plead joint venture as a separate cause of action. It also looked at the trial court's findings and decision, which clearly addressed those matters properly plead. The Court of appeals applied the proper law and proper analysis. AG's petition for review should be denied.

CERTIFICATE OF COMPLIANCE

Pursuant to RAP 18.17 (c) (11), I certify that there are 3128 words in this document.

Dated this 15th day of November, 2024.

Respectfully Submitted

A handwritten signature in black ink, appearing to be 'Jonathan Lee', is written over a horizontal line.

JONATHAN LEE, WSBA 6478
ATTORNEY FOR RESPONDENT
LEE LAW OFFICE, P.S.
W. 1124 RIVERSIDE AVE. #300
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APPENDIX TO RESPONDENT'S RESPONSE

APPENDIX A NO. 103576

GERMANOVICH PETITION

APPENDIX B NO. 103576

MOGA ANSWER, AFFIRMATIVE DEFENSES,
COUNTERCLAIM

APPENDIX C NO. 103576

TRIAL COURT DECISION

APPENDIX D NO. 103576

COURT OF APPEALS DECISION NO. 394301-III

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THOMAS L. STENZEL
SPOKANE COUNTY CLERK

Superior Court of Washington, County of Spokane

In re:

Petitioner:

ANDREY GERMANOVICH

And Respondent:

TAISIA MOGA

No. 21300155-32

PETITION FOR PARTITION OF REAL
PROPERTY & COMMITTED INTIMATE
RELATIONSHIP (CIR)

Comes now the Petitioner by and through his counsel Gary R. Stenzel and moves this court to find a *Committed Intimate Relationship (CIR)* between the parties and even if a CIR is not found that the court partition of the parties real estate holdings equally under RCW 7.52 et seq. or in the alternative based on their CIR.

I. FACTS

1.1 In or about the summer of 2007 the parties began cohabitating as a couple with the goal of starting joint ventures in real property in the Eastern Washington area.

1.2 During the parties' relationship they obtained personal and real property as part of a joint venture/partnership, for the purpose of refurbishing the real property and renting it, in particular the following addressed real property in the Eastern Washington area, hereafter referred to as "houses", as follows:

6425 E. 8th ave, Spokane Valley, WA 99212 (Legal description: 24-25-43: S1/2 OF L7 B2, EXC THE E40FT OF THE S1/2 OF SAID L7 OF APPLE WAY HEIGHTS (AFN# 3100768); TOG W/ THE E10FT OF THE

Stenzel Law Office
Gary R. Stenzel - Seju Oh
1325 W. Mallon Ave., Spokane WA 99201
(509) 377-7000 / (509) 377-5151 fax

1 S1/2 OF L8 B2 OF SAID APPLE WAY HEIGHTS; L2 OF SPOKANE
2 VALLEYBLA-2018-11, AFN# 6740121)

3 6421 E 8th ave, Spokane Valley, WA 99212 (Legal description: 24-
4 25-43: L8 B2 OF APPLE WAY HEIGHTS (AFN# 3100768) EXC FOR THE
5 E10FT OF THE S1/2 OF SAID L8; L1 OF SPOKANE VALLEY BLA-2018-11,
6 AFN# 6740121

7 6504 E. 7th ave, Spokane Valley, WA 99212 (Legal description: 24-
8 25-43: THE N1/2 OF L7 B2 OF APPLE WAY HEIGHTS (AFN# 3100768); L3
9 OF SPOKANE VALLEY BLA-2018-11, AFN# 6740121

10 1748 N. Lacey St. Spokane, WA 99207 (Legal description: ROSS
11 PARK SE W81FT OF N86FT OF LTS 19-20 BLK 32

12 8116 E. ave, Spokane Valley, WA 99212 (Legal description:
13 HARRINGTONS TO HUTCH L4 B12

14 1.3 Mr. Germanovich was and is a "handyman" with his own tools and the parties agreed
15 that he would primarily do the renovations of the property and the Respondent would
16 deal with the rentals, although both had the authority in their relationship to deal with
17 the renting of their houses.

18 1.4 Approximately 7 month ago Ms. Moga filed a domestic violence restraining order
19 petition with an emergency order with the Spokane Superior Court cause no. 20-2-
20 01827-32, wherein she made allegations that were eventually found to be insufficient
21 to support a domestic violence restraining order against Mr. Germanovich and was
22 dismissed with prejudice.

23 1.5 In apparent retaliation against Mr. Germanovich, and during the time that the domestic
24 violence restraining orders were in effect, approximately 2 weeks, Ms. Moga changed
25 the rental/lease agreements to her name only, taking them out of both the parties' names
and had their tenants sign them.

1.6 After changing the lease agreements Ms. Moga began keeping the rental income from

their rental properties for herself and did not share these with the Petitioner/Plaintiff.

1.7 In apparent further retaliation Ms. Moga had her mother, who she lives with, who is also an original Russian/Ukraine immigrant, file a second Petition for restraints in the Spokane District Court, which the District Court judge dismissed as well.

1.8 Following the second round of restraint being dismissed, Ms. Moga informed Mr. Germanovich that she was "selling" their jointly purchased properties without his permission and served Mr. Germanovich with an eviction notice for the home on 1748 N Lacey avenue in the Spokane Washington. Mr. Germanovich also has a forty-foot (40) shipping container located on 8th Ave that Ms. Moga is attempting to force him to move. As well as all other personal property owned by Mr. Germanovich.

1.9 After hearing of the defendant's plans to sell a jointly owned real property dwelling, purchased by both of parties, and owned by both Mr. Germanovch, the Petitioner now seeks injunctive relief and/or a lis pendens as to their jointly owned properties as well as a partition of those properties, filed herein in the alternative, against Mr. Moga.

II. Cause of Action 1 - Partition

2.1 At the time of filing this Petition for Partition the parties owned the 5 (five) houses described herein at 1.2, the parties own jointly and equally.

2.2 The court should partition all the parties properties listed herein pursuant to RCW 7.52
et.seq.

2.3 The court should also enjoin the Respondent Taisia Moga from disposing of any property outlined in this partition action, and/or interfering with the Petitioner's use of said property.

2.4 The Respondent should account for all rents and/or profits taken by her from the jointly

owned property and paid by their joint renters of the real properties listed herein, from the date of June 1, 2020 to date.

2.5 If the court finds that the Respondent has taken, procured, confiscated, or possessed jointly owned rental proceeds without the Petitioner's permission, all such proceeds should be placed in trust for further distribution by the court and distributed, or if she has used said rental proceeds, she should account for all of the proceeds and either pay the Petitioner his half of the rents, or the court should provide the Petitioner with a judgment against the Respondent for the same.

2.6 The court should order the Respondent to pay the Petitioner's legal fees pursuant to the laws of this state.

III. Cause of Action 2 – CIR

3.1 The parties in this case lived together in an intimate relationship for between 10 to 13 years before they separated.

3.2 During the parties' cohabitation they acquire property that otherwise would be considered "community property" of this CIR relationship.

3.3 The parties relationship was intimate and exclusively between each other, and they held each other out as a "couple" in a "marital like" relationship to the community.

3.4 The court should find that their relationship was committed and intimate (a CIR) with a joint venture of creating a future for both parties through buying, restoring, and renting houses in the Eastern Washington area.

3.5 The court should divide their property equally.

Wherefore, the Petitioner having plead the facts and law in this matter requests the following relief:

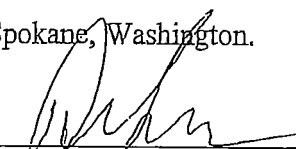
- 1 1. That the court partition, by court order or declaratory ruling, the foregoing real property
2 interests, outlined herein and noted under section II herein pursuant to RCW 7.52 et seq,
3 and/or based on a finding that they entered into a CIR, which is now defunct.
4
5 2. That the court enter injunctive relief preventing Ms. Moga, the Respondent from selling
6 or disposing of any houses of the parties without a property court order allowing her to
7 do so;
8
9 3. That the court order the Respondent to pay the Petitioner's legal fees as may be allowed
10 by law and or equity in this matter, pursuant to the laws of the State of Washington.
11
12 4. For such and other relief as the court deems just and equitable in the premises.

13 Dated: _____

Gary R Stenzel, WSBA #16974
Attorney for Petitioner

14
15 **Declaration of Andre Germanovish**
16 **Petitioner**

17 I am the Petitioner in the above-entitled matter and offer this declaration in support of this
18 Petition. I have read the forgoing facts and Petition and believe the same to be true. I sign
19 this under penalty of perjury under the laws of the State of Washington on this
20 _____ day of January 2021, Spokane, Washington.

21 

Andre Germanovish

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CN: 2130015532
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FILED

MAR 22 2021

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, SPOKANE COUNTY

In re:)	NO. 21-3-00155-32
)	
ANDREY GERMANOVICH)	ANSWER,
Petitioner)	AFFIRMATIVE DEFENSES
And)	COUNTER CLAIM(S)
)	
TAISIA MOGA)	
Respondent)	

COMES NOW, TAISIA MOGA, Respondent and submits her Answer, Affirmative
Defenses and Counter Claim(s) to Petitioner's Petition for Partition and Committed Intimate
Relationship (CIR) as follows:

FACTS

1.1 Respondent denies all of paragraph 1.1 of the Petition.

Answer, Affirmative Defenses, Counter Petition

APPENDIX B NO. 103576
MOGA ANSWER,
AFFIRMATIVE DEFENSES
COUNTERCLAIM

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Phone (509) 326-1800
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- 1.2 Respondent denies all of paragraph 1.2 of the Petition, and states she is the sole owner of the real properties listed in the Petition.
- 1.3 Respondent denies all of paragraph 1.3 of the Petition.
- 1.4 Respondent acknowledges filing a petition for a Domestic Violence Restraining Order but denies all other statements in paragraph 1.4 the Petition.
- 1.5 Respondent denies all of paragraph 1.5 of the Petition.
- 1.6 Respondent admits she, is the sole owner of all properties listed in paragraph 1.2 and is entitled to collect all rents for properties owned solely by her. Respondent denies Petitioner was authorized to collect or retain rents on her behalf.
- 1.7 Respondent denies all of paragraphs 1.7 of the complaint.
- 1.8 Respondent denies Petitioner has participated jointly in purchasing 1748 N. Lacey; acknowledges Petitioner has interfered with Respondent's use and ownership, having changed the locks and prevented her tenant access; Respondent further admits she has properly requested he vacate and remove his property from N. 1748 Lacey property and he has refused. Respondent further and admits that Petitioner did place a 40 foot shipping container and other personal property on her property on 8th Ave. without her knowledge or authorization and wrongfully maintains interest in said property; is unlawfully on said property, having paid no rents.
- 1.9 Respondent denies Petitioner is entitled to any relief through CIR or Partition.

PARTITION

- 2.1 Respondent denies all of paragraph 2.1.
- 2.2 Respondent denies all of paragraph 2.2, 2.3, 2.4, 2.5 and 2.6.

COMMITTED INTIMATE RELATIONSHIP

Answer, Affirmative Defenses, Counter Petition

- 1
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3
4 3.1 Respondent denies all of paragraph 3.1.
5 3.2 Respondent denies all of paragraph 3.2.
6 3.3 Respondent denies all of paragraph 3.3.
7 3.4 Respondent denies all of paragraph 3.4.
8 3.5 Respondent denies all of paragraph 3.5.

9
10 AFFIRMATIVE DEFENSE(S)

- 11 1. Petitioner has no title interest nor interest of any kind in any of the named properties nor
12 holds or possesses any interest as a tenant in common with Respondent, and is not
13 entitled relief under RCW 7.52 et seq.
14 2. Petitioner's filing of Lis pendens on each of the Respondent's property is done
15 maliciously and without merit, causing a cloud on title and damages to be shown at trial.
16 3. Petitioner's claims and allegations fails to state whether Petitioner is properly licensed
17 and duly authorized to do business in the State of Washington, Spokane County or
18 Spokane, WA.
19 4. Petitioner's claims and allegations suggesting an interest is barred by the Statute of
20 Frauds.
21 5. Petitioner's claims and allegations suggesting a right beginning in 2007 is barred by the
22 Statute of Limitations.
23 6. Petitioner should be estopped from raising any claims having failed to provide any
24 allegations or proof of interest in any property owned by the Respondent.
25 7. Petitioner's claims for attorney's fees and costs is unauthorized by case law and statutory
law re: committed intimate relationship theory or partition.

Answer, Affirmative Defenses, Counter Petition

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4 8. Petitioner's claims are brought in bad faith and are without merit, advanced without
5 reasonable cause, to harass or spite the Respondent.
6

7 COUNTER- CLAIM

- 8
9 1. Respondent realleges all responses as noted above.
10 2. However, if the Petitioner is able to satisfy to the court's satisfaction that a Committed
11 Intimate Relationship (CIR) did occur and establish the timeline in which the Court can
12 establish a CIR occurred, then Respondent maintains she should be entitled to an equitable
13 interest in all property accumulated by Petitioner in that time span as well, which should be
14 equitably divided, to include but not limited to:
15 a. 1728 W. Cleveland, Spokane, WA.
16 b. 322 E. Longfellow, Spokane, WA.
17 c. 12425 N. Denver, Spokane, WA.
18 d. 6917 E. 6th Ave., Spokane, WA.
19 e. 6916 E. 4th Ave., Spokane, WA.
20 f. 13424 E. Valleyway, Spokane Valley, WA.
21 g. 1215 S. Center Dr., Spokane, Valley, WA.
22 h. 1205 S. Highland Dr., Spokane Valley, WA.
23 i. 4710 S. Pinder Lane, Spokane, WA. 99224.
24 3. Additionally, Petitioner without authorization, changed the locks and moved into N. 1748
25 Lacy, which property was solely acquired by Respondent, and while the premises was
rented by Respondent, interfering with her right of ownership and continues to remain with
personal property also on the premises.

1
2
3
4 His access to such property is without authorization. A notice to vacate was issued on the
5 premises and provided to Petitioner who continues to remain on the premises even though
6 he has not paid any rent nor demonstrated any legal interest in the property.

7 Petitioner should be assessed a reasonable rental amount for each month he has remained
8 on the property; and should further be required to vacate the same immediately.

- 9 4. Respondent also acquired E. 8116 Alki individually via a §1031 exchange.
10 5. Petitioner acknowledges that he rented 8116 E. Alki and presumably collected all rents
11 until June, 2020 when Respondent learned of the tenants being in her home. Respondent
12 believes Petitioner was paid \$1250 per month by the tenants, beginning February 1, 2018
13 and failed to provide Respondent any accounting or payment of rental income, totaling
14 \$36,250.00. Respondent here by makes demand of the same.
15 6. Respondent has incurred legal fees and costs and actual damages regarding the lis pendens
16 wrongfully filed by Petitioner.

17 Wherefore: Respondent requests the following relief:

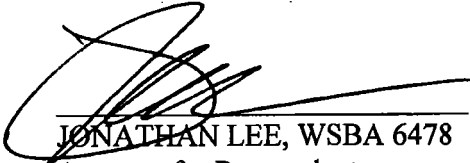
- 18 1. Dismissal of the Petitioner's CIR and partition actions with prejudice.
19 2. Order Immediate removal of the Lis Pendens wrongfully filed on each property solely
20 owned by Respondent, and award for any damages shown at trial associated
21 therewith.
22 3. An award for reasonable rental value of his use of the 1748 N. Lacey property.
23 4. A judgment for all rents collected and retained by Petitioner re the 8116 E. Alki
24 property of \$36,250.00.
25 5. All of her costs and reasonable attorney's fees incurred by Respondent in these
proceedings.
6. What further relief the court deems appropriate.

Answer, Affirmative Defenses, Counter Petition

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4 7. If the Court does find a CIR did exist, and equal division of all property accumulated
5 by Petitioner during that same time period and an accounting for all proceeds received
6 by him during that period.

7 Dated this 22 day of March, 2021.
8

9 LEE LAW OFFICE, P.S.

10
11 
12 JONATHAN LEE, WSBA 6478
13 Attorney for Respondent
14 W. 1124 Riverside Ave. #300
15 Spokane, WA. 99201
16 (509) 326-1800

17 VERIFICATION

18 TAISIA MOGA, having reviewed the pleadings above hereby verify the same as true
19 And correct under penalty of perjury.

20 Dated: March 22 2021.

21 
22 TAISIA MOGA
23
24
25

Answer, Affirmative Defenses, Counter Petition

Lee Law Office, P.S.
1124 W. Riverside Ave. Ste. 300
Spokane, WA 99201
Phone (509) 326-1800
Facsimile (509) 326-2128

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DEC 02 2022

SUPERIOR COURT
SPOKANE COUNTY, WA

Superior Court of Washington, County of Spokane

In re:

ANDREY GERMANOVICH,

Petitioner,

and

TAISIA MOGA,

Respondent.

No. 21-3-00155-32

ORDER DENYING PETITION FOR
PARTITION OF REAL PROPERTY AND
COMMITTED INTIMATE RELATIONSHIP
(CIR) WITH DAMAGE AWARD

**Order Denying Petition for Partition of Real Property
and Committed Intimate Relationship with Damage
Award**

- 1. Basis:** The Petitioner requested the Court to find a Committed Intimate Relationship (CIR) between the parties and for an Order Partitioning real property either upon a finding of CIR or under RCW 7.52. Respondent denied the CIR and claimed damages for past rental monies owed or collected and kept by Petitioner without authority. Respondent also sought an award of attorney fees incurred in defending this action.
- 2. Following testimony over several days in August of 2022 and review of the exhibits provided at trial, the Court finds as follows:**
 - A: The Petition herein was filed on or about January 22, 2021.
 - B. Trial was held over a period of several days, following which the parties agreed to submit briefing not later than September 2, 2022, in lieu of counsel's final arguments.
 - C. Petitioner and Respondent met in 2007 and shortly thereafter Respondent travelled to Europe. During her time abroad, Petitioner e-mailed her on a few occasions.
 - D. Upon Respondent's return to Spokane, Petitioner and Respondent began a dating relationship which included some intimacy.

ORDER DENYING PETITION FOR
PARTITION OF REAL PROPERTY AND
COMMITTED INTIMATE RELATIONSHIP

p. 1 of 3

*Judge Timothy B. Fennessy
Spokane County Superior Court
Department 11*

- E. Petitioner attempted to show that he and Respondent lived together (cohabited). However, the evidence was not convincing, and Respondent maintained her driver's license throughout the years listing an address different than any address alleged by Petitioner as a place he contended they had lived together.
- F. Petitioner testified that in the economic climate of 2008 he suffered very large losses, caused at least in part by a loan modification he sought.
- G. Petitioner testified that he and Respondent lived together between 2007 and 2014.
- H. Respondent testified that she and Petitioner had never lived together and that she lived with her mother from 2003 through October of 2020.
- I. The parties each testified about real property that they had looked at, some of which was purchased in Respondent's name. Petitioner claimed that each property was acquired because of his involvement, that each property was acquired with the CIR in mind and that his labor improved each property in furtherance of the CIR or as a business partner with Respondent.
- J. Respondent testified that Petitioner assisted her in locating properties as investment vehicles as a friend and that he agreed to improve said properties in return for payment for his services.
- K. There were never any written agreements about Petitioner's pay for his services and the properties were all purchased and titled in Respondent's name.
- L. Petitioner's witnesses testified that he considered Respondent to be his woman, yet a close friend and business associate, Andrey Tsuman, testified that he never met Respondent. Mr. Tsuman testified that he had been a good friend and associate of Petitioner's since 2007.
- M. Many of the witnesses were family members, related to Petitioner or Respondent.
- N. Testimony established that Petitioner and Respondent enjoyed a dating relationship with some intimacy, which then became a friendship with some business transactions.
- O. Petitioner and Respondent agreed that they never shared a bank account or credit card.
- P. Between 2007 and 2018, Respondent took several trips to Europe without Petitioner.
- Q. Petitioner lost houses in foreclosure actions [Pender Lane and Highlands] and his credit was such that he could not obtain financing to purchase other properties without assistance.
- R. Petitioner's credibility was called into question due to the lack of documentary evidence about his work on any of the properties in question and the nearly constant loss of real estate equity beginning in 2008 with the real estate market downturn, continuing into foreclosure of the properties at South Pender Lane and a claimed loss of \$300,000.00 in equity in that property in 2014.
- S. Petitioner collected rent in the amount of \$1,250.00 in cash from tenants in Respondent's property on E. Alki from February of 2018 to June of 2020. The tenants did not know that Respondent owned the property.
- T. Respondent began a romantic relationship with her baby's father in October of 2019, lived with him from March 2020 to October 2020.

3. Conclusions of Law:

I. A committed intimate relationship is a stable, marital-like relationship where both parties are in an intimate committed relationship with knowledge that a lawful marriage between them does not exist.

II. The non-exclusive factors considered by the Court in determining if a CIR exists include: (1) continuous cohabitation; (2) duration of the relationship; (3) purpose of the relationship; (4) pooling resources and services for joint projects, and (5) the intent of the parties.

III. The evidence does not establish a CIR in this matter.

IV. Attorney fees are not available in cases alleging CIR.

V. Lis Pendens were wrongfully filed on each property solely owned by Respondent and must be immediately removed at Petitioner's expense.

VI. Petitioner shall reimburse Respondent for all rents on the E. Alki property that were paid by tenants therein in the amount of \$36,250.00 plus prejudgment interest from January 22, 2021 to the date of payment at the judgment interest rate.

VII. Petitioner is not entitled to occupy the 1748 N. Lacey property.

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

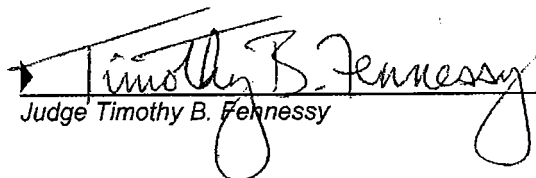
The Court DISMISSES Petitioner's CIR and partition claims in this case with prejudice and with fees or costs to be paid by each party on their own.

Further, Lis Pendens of each property solely owned by Respondent herein SHALL BE REMOVED immediately at Petitioner's expense.

Finally, Petitioner shall immediately vacate the Lacey Property and Respondent is AWARDED \$36,250.00 plus pre-judgment interest.

Signed

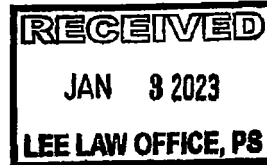
December 1, 2022
Date


Judge Timothy B. Fennessy

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JAN 06 2023

SUPERIOR COURT
SPOKANE COUNTY, WA



Superior Court of Washington, County of Spokane

In re:

Petitioner (person who started this case):

ANDREY GERMANOVICH

And Respondent (other spouse / partner):

TAISIA MOGA

No. 21-3-00155-32

JUDGMENT SUMMARY RE:

Order entered December 1, 2022

[X] Clerk's action required: 1, 12, 13

MONEY JUDGMENT CIR MATTER

Money Judgment Summary

[X] Summarize any money judgments in the table below.

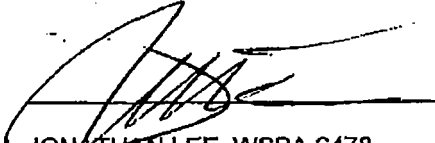
Judgment for	Debtor's name	Creditor's name	Amount	Pre-Judgment Interest
RENTS WRONGFULLY COLLECTED FROM 2/2018-6/2020	ANDRE GERMANOVICH	TAISIA MOGA	\$36,250.00	1/22/2021-12/2/2022 \$ 8095.83
Other fees and costs			\$	\$
Other amounts (describe):			\$	\$
Yearly Interest Rate: 12% per annum until fully paid				
Lawyer (name): JONATHAN LEE		represents (name): TAISIA MOGA		
Lawyer (name): GARY STENZEL		represents (name): ANDRE GERMANOVICH		

Ordered.

January 5
December 2022

Timothy B. Fennessy
TIMOTHY B. FENNESSY, JUDGE

Presented by:


JONATHAN LEE, WSBA 6478

Attorney for Respondent

COPY RECEIVED and approved as

To form and content - *Objections noted*


GARY STENZEL, WSBA #16074

Attorney for Petitioner

(7) TBA

FILED
SEPTEMBER 24, 2024
In the Office of the Clerk of Court
WA State Court of Appeals, Division III

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION THREE

ANDREY GERMANOVICH,)	
)	No. 39430-1-III
Appellant,)	
)	
v.)	
)	
TAISIA MOGA,)	UNPUBLISHED OPINION
)	
Respondent.)	

STAAB, A.C.J. — Andrey Germanovich contends the trial court erred when it failed to make findings following a bench trial on his claim for a joint venture. We conclude that the trial court did not err because Germanovich did not present a claim for joint venture.

In her response, Taisia Moga alleges the trial court erred when it limited her award of attorney fees based only on the committed intimate relationship (CIR) although it mentioned that Germanovich's lis pendens claims were wrongful. Furthermore, she requests attorney fees on appeal pursuant to RAP 18.1. We deny Moga's request for relief because she failed to file a cross-appeal. Additionally, we deny her request for

No. 39430-1-III
Germanovich v. Moga

attorney fees on appeal because she fails to cite to authority warranting attorney fees outside RAP 18.1.

BACKGROUND

Andrey Germanovich alleges that he and Taisia Moga casually dated until their relationship became more serious in October 2007. He claims this relationship went on for 12 years, from 2007 to 2019. He contends the parties cohabitated together, while Moga denied ever living with Germanovich other than staying late at his house occasionally.

During this time, Moga acquired numerous properties that Germanovich claimed were acquired because of his involvement, that each party had a CIR in mind, and that his labor improved the properties. Eventually, their relationship ended. In July 2020 Moga petitioned for a protection order against Germanovich.

The following year, Germanovich petitioned the trial court to “find a [CIR] between the parties and even if a CIR is not found that the court partition of the parties real estate holdings equally under RCW 7.52[.010] or in the alternative based on their CIR.” CP at 3. Specifically, the petition listed two causes of action: (1) partition pursuant to RCW 7.52.010 and (2) CIR.

After proceeding to a bench trial, the trial court requested both parties submit their closing briefs. The trial court eventually entered written findings and conclusions. The trial court concluded that the evidence presented did not establish a CIR. Additionally, it

concluded that Germanovich wrongfully filed lis pendens on each property and ordered them removed at his expense. The court ultimately dismissed Germanovich's CIR petition and partition claims with prejudice.

Germanovich appeals. The sole assignment of error is that the court "failed to address the Petitioner's alternative request to have the court find a Joint Venture, and distribute the net proceeds from that enterprise." Br. of Appellant at 16-17.

ANALYSIS

Germanovich does not challenge the trial court's decision on his claim for partition and a CIR. Instead, on appeal he argues the trial court erred in failing to make findings and conclusions on his claim of a joint venture between himself and Moga. We find no error.

1. APPELLATE REVIEW, ERROR PRESERVATION, AND PLEADING STANDARDS.

An "appellate court may refuse to review any claim of error which was not raised" below. RAP 2.5(a). "As a general matter, an argument neither pleaded nor argued to the trial court cannot be raised for the first time on appeal." *Washington Fed. Sav. v. Klein*, 177 Wn. App. 22, 29, 311 P.3d 53 (2013).

A pleading must contain "a short and plain statement of the claim showing that the pleader is entitled to relief." CR 8(a). Additionally, it must "demand for judgment for the relief to which the pleader deems the pleader is entitled." CR 8(a). Pleadings are to be "construed as to do substantial justice." CR 8(f). Although this rule allows for notice

pleading, it must still adequately inform the opposing party of the nature of the plaintiff's claims as well as the legal grounds upon which those claims rest. *See Kirby v. City of Tacoma*, 124 Wn. App. 454, 469-70, 98 P.3d 827 (2004). Thus, ““a party who does not plead a cause of action or theory of recovery cannot finesse the issue by later inserting the theory into trial briefs and contend[] it was in the case all along.”” *Kirby*, 124 Wn. App. at 472 (quoting *Dewey v. Tacoma School Dist. No. 10*, 95 Wn. App. 18, 23, 974 P.2d 847 (1999)).

Germanovich petitioned the lower court for partition of real property and CIR. Specifically, he moved the court “to find a [CIR] between the parties and even if a CIR is not found that the court partition [of] the parties real estate holdings equally under RCW 7.52.010 or in the alternative based on their CIR.” CP at 3. Similarly, the petition listed two causes of action: (1) partition pursuant to RCW 7.52.010, and (2) CIR. Now, on appeal, Germanovich contends the lower court erred because it did not enter findings related to a “joint venture.”

2. CAUSES OF ACTION ALLEGED

While Germanovich brought a cause of action for a CIR and partition pursuant to RCW 7.52.010, he failed to plead a cause of action for a joint venture. Instead, he argued a joint venture as evidence of the parties CIR. To provide more context of the similarities and overlap, each cause of action will be briefly highlighted below.

A CIR “is a stable, marital-like relationship where both parties cohabit with knowledge that a lawful marriage between them does not exist.” *Connell v. Francisco*, 127 Wn.2d 339, 346, 898 P.2d 831 (1995). Based on equitable principles, a CIR protects the interests of unmarried individuals who acquire property during their relationship. *In re Marriage of Pennington*, 142 Wn.2d 592, 602, 14 P.3d 764 (2000). A court considers several factors to determine whether a CIR exists: “(1) continuity of cohabitation, (2) ‘duration of the relationship,’ (3) ‘purpose of the relationship,’ (4) ‘pooling of resources and services for joint projects,’ and (5) ‘the intent of the parties.’” *Muridan v. Redl*, 3 Wn. App. 2d 44, 55, 413 P.3d 1072 (2018) (quoting *Connell*, 127 Wn.2d at 346). If the court determines a CIR exists, it will then evaluate the interest of each party and make a just and equitable distribution of the property. *Connell*, 127 Wn.2d at 349.

Chapter 7.52 RCW pertains to partition of property. To “partition” land means to divide the property owned jointly into separate portions. RCW 7.52.090. If a partition cannot be made without great prejudice, a court may also order sale of the land. RCW 7.52.130. RCW 7.52.010 applies to several persons who are in possession of real property as tenants in common.

A partnership is an association of two or more persons carrying on as co-owners of a business. RCW 25.05.055(1). While similar, a joint venture is a type of partnership whose purpose is typically limited to a specific transaction or project. *Pietz v. Indermuehle*, 89 Wn. App. 503, 510, 949 P.2d 449 (1998). The essential elements of a

No. 39430-1-III
Germanovich v. Moga

joint venture are “(1) a contract, express or implied; (2) a common purpose; (3) a community of interest; and (4) an equal right to a voice’ and to control.” *Penick v. Emp. Sec. Dep’t*, 82 Wn. App. 30, 40, 917 P.2d 136 (1996) (quoting *Paulson v. Pierce County*, 99 Wn.2d 645, 654, 664 P.2d 1202 (1983)).

Turning to Germanovich’s petition, he neither pled nor alleged the elements required for a joint venture. Instead, he pleaded and argued partition pursuant to RCW 7.52.010, and/or a CIR. And, on appeal, Germanovich has abandoned those arguments, now only arguing joint venture. *See* Br. of Appellant at 7.¹

Although a joint venture and CIR have similar and overlapping elements, they are distinct legal concepts and separate causes of action. While both involve some sort of partnership and shared interests, a joint venture is primarily a business relationship whereas a CIR pertains to a personal relationship, resulting in equitable distribution of property acquired during that relationship. Thus, Germanovich’s petition, which contained a cause of action for (1) CIR, and (2) partition, did not properly plead or give fair notice of a claim for a joint venture.

Nevertheless, Germanovich argues that his claim for a joint venture could be fairly implied from his complaint. He points to paragraph 1.1 of his petition that reads: “In or

¹ “[T]his appeal is not about the lack of CIR finding, it is about a second issue that the judge did not rule on, a Joint Venture.”

about the summer of 2007 the parties began cohabitating as a couple with the goal of starting joint venture/partnership, for the purposes of refurbishing real property.” Br. of Appellant at 17. However, as discussed above, some of the factors to consider when determining whether a CIR existed are the intent of the parties as well as the purpose of the relationship. Fact 1.1 of his petition seems to provide insight on both of these factors to support his claim for a CIR. The allegation does not infer a separate claim for a joint venture.

Germanovich also contends that he specifically addressed the concept of a joint venture in his closing argument. Br. of Appellant at 2. Looking to his closing brief, Germanovich had a subheading titled “Evidence re: their joint ventures *as part of their relationship*.” CP at 21 (emphasis added). This is under the main heading “Petitioner’s Outline of CIR.”

**I. Petitioner’s Outline of CIR Supportive Evidence Provided at Trial,
with Comments.**

A. Evidence re: their joint ventures as part of their relationship

1. Mr. Germanovich testified that he had a long-term intimate relationship for a minimum of 11.5 years, and that that relationship started in the fall of 2007, and ended sometime after his second foreclosure of his Pintner home, where they were living, and they failed to win the auction to repurchase that home.

While Germanovich argued the parties had a CIR as evidenced by their joint endeavors, he never argued the cause of action separately. Thus, Germanovich’s argument fails.

No. 39430-1-III
Germanovich v. Moga

Finally, Germanovich contends that his argument on appeal is supported by the unpublished opinion in *In re Jorgensen*, No. 82556-9-I (Wash. Ct. App. Mar. 14, 2022) (unpublished), <https://www.courts.wa.gov/opinions/pdf/825569.pdf>. He maintains that in *Jorgensen*, the trial court addressed a joint venture although there may not have been a partnership or a CIR. However, Germanovich completely misconstrues this authority. In *Jorgensen*, the court went through each of the factors to consider when evaluating a CIR. *Id.* slip op. at *4-6. The *Jorgensen* court did not discuss a joint venture as a cause of action. *Id.* slip op. at *3. Instead, under the CIR factor “pooling of resources and services for joint projects,” the court discussed the individuals’ boat detailing business as a joint project for their mutual benefit. *Id.* slip op. at *5-6. *Jorgensen* does not support Germanovich’s argument.

The trial court did not err when it failed to make findings relating to a joint venture because Germanovich did not plead a cause of action for joint venture.

3. ATTORNEY FEES

In Moga’s response brief, she contends the trial court erred when it limited her request for attorney fees based solely on a CIR although the court found Germanovich’s *lis pendens* were wrongful. Br. of Resp’t at 62.

Under the Rules of Appellate Procedure, a party may seek review of a trial court decision by filing a notice of appeal. RAP 5.1(a). Additionally, an appeal may contain a “cross review,” which is where a party who is already a respondent in an appeal seeks to

have an issue reviewed. RAP 5.1(d). If a party intends to seek cross review, they must file a notice of appeal within the time allowed by rule 5.2(f). RAP 5.1(d). Cross review is required when a respondent seeks affirmative relief as opposed to simply raising a defense to the claims brought by the appellant. *See Robinson v. Khan*, 89 Wn. App. 418, 420, 948 P.2d 1347 (1998) (“A notice of cross review is essential if the respondent ‘seeks affirmative relief.’”).

Here, the record is devoid of a cross appeal filed by Moga. Thus, we decline to review Moga’s allegations that the trial court erred in failing to award attorney fees.

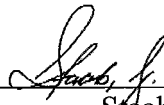
Moga also cites RAP 18.1(a) to support an award of attorney fees on appeal. RAP 18.1(b) makes clear “that a party seeking fees on appeal must clearly set forward the request and the basis for the same before the appellate court.” *Thompson v. Lennox*, 151 Wn. App. 479, 485, 212 P.3d 597 (2009). A party’s failure to comply with the rule’s provisions warrant a denial of its fee request. *See Thompson*, 151 Wn. App. at 485-86 (citing *Wilson Court Ltd. P’ship v. Tony Maroni’s, Inc.*, 134 Wn.2d 692, 710 n.4, 952 P.2d 590 (1998) (noting that RAP 18.1 requires party requesting fees to provide argument and citation to authority in separate section of brief to apprise the appellate court of the appropriate grounds for an award of fees). Other than arguing that the court failed to address an award of attorney fees based on the lis pendens action, which is not at issue on

No. 39430-1-III
Germanovich v. Moga

appeal, she cites no authority to support an award of fees. Thus, we deny her request for fees on appeal.


Affirmed.

A majority of the panel has determined this opinion will not be printed in the Washington Appellate Reports, but it will be filed for public record pursuant to RCW 2.06.040.

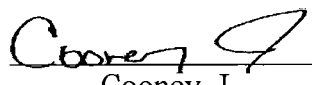


Staab, A.C.J.

WE CONCUR:



Pennell, J.



Cooney, J.

SUPREME COURT, STATE OF WASHINGTON

In re the Matter of:)

)

ANDRE GERMANOVICH)

NO. 1035756

)

Petitioner)

and)

DECLARATION OF

MAILING

TAISIA MOGA)

)

Defendant)

THE undersigned declares under oath that on the 15th day of
November 2024 in Spokane, Washington to the truth of the
following:

(a) I am the attorney of Record for TAISIA MOGA, Defendant.

(b) I emailed our Respondent's Amended Response to Petition for Discretionary Review with Appendixes to the following persons at their noted email addresses:

Sarah R. Pendleton, Acting Supreme Court Clerk, Supreme Court of Washington, Temple of Justice, P.O. Box 40929, Olympia, WA 98504-0929, email: supreme@courts.wa.gov.

Michelle Lynn Earl-Hubbard, Allied Group LLC, P.O. Box 33744, Seattle, WA 98133-0744, email michelle@alliedgroup.com.

Mr. Stenzel has withdrawn as attorney for Appellant.

The Court of Appeals noted it was not necessary to send them our response.

Dated this 15th day of November, 2024 and signed at Spokane,

WA under penalty of perjury.

LEE LAW OFFICE, P.S.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line and a small flourish.

JONATHAN LEE, WSBA 6478