

EXHIBIT 2

SURVEY OF STATE UNJUST ENRICHMENT STANDARDS

#	State	State Unjust Enrichment Standards
1	Alabama	“To prevail on a claim of unjust enrichment, the plaintiff must show that the defendant holds money which, in equity and good conscience, belongs to the plaintiff or holds money which was improperly paid to defendant because of mistake or fraud.” <i>Scrushy v. Tucker</i> , 955 So.2d 988, 1011 (Ala. 2006) (citations and internal quotation marks omitted).
2	Alaska	“Under our law of unjust enrichment, [plaintiff], as the party seeking the credit, had the burden of showing that (1) he conferred a benefit upon [defendant]; (2) [defendant] appreciated the benefit; and (3) [defendant] accepted and retained the benefit under circumstances making it inequitable for her to retain the benefit without paying [plaintiff] the value thereof.” <i>Bennett v. Artus</i> , 20 P.3d 560, 563 (Alaska 2001) (footnote omitted).
3	Arizona	“In Arizona, five elements must be proved to make a case of unjust enrichment: (1) an enrichment; (2) an impoverishment; (3) a connection between the enrichment and the impoverishment; (4) an absence of justification for the enrichment and the impoverishment; and (5) an absence of a remedy provided by law.” <i>Community Guardian Bank v. Hamlin</i> , 898 P.2d 1005, 1008 (Ariz. Ct. App. 1995).
4	Arkansas	Unjust enrichment has been described by the Arkansas Supreme Court as an equitable doctrine or principle that “one person should not be permitted unjustly to enrich himself at the expense of another, but should be required to make restitution of or for property or benefits received, retained, or appropriated, where it is just and equitable that such restitution be made, and where such action involves no violation or frustration of law or opposition to public policy, either directly or indirectly.” <i>R.K. Enterprises, LLC v. Pro-Comp Management, Inc.</i> , 372 Ark. 199, __ S.W.3d __ (2008).
5	California	“[T]he elements for a claim of unjust enrichment [are] receipt of a benefit and unjust retention of the benefit at the expense of another.” <i>Lectrodryer v. SeoulBank</i> , 91 Cal. Rptr. 2d 881, 883 (Cal. Ct. App. 2000) (citation omitted).

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6	Colorado	“A plaintiff seeking to recover in equity for unjust enrichment must show that, at the plaintiff’s expense, the defendant received a benefit under circumstances that would make it unjust for the defendant to retain the benefit without paying for it.” <i>Wilson v. Prentiss</i> , 140 P.3d 288, 292-93 (Colo. App. 2006).
7	Connecticut	“[Unjust enrichment’s] three basic requirements are (1) that the defendants were benefited, (2) that the defendants unjustly did not pay the plaintiffs for the benefits, and (3) that the failure of payment was to the plaintiffs’ detriment.” <i>Eastern Metal Prods. v. DePerry</i> , 686 A.2d 1003, 1004 (Conn. App. Ct. 1997).
8	Delaware	“The elements of unjust enrichment are: (1) an enrichment, (2) an impoverishment, (3) a relation between the enrichment and impoverishment, (4) the absence of justification and (5) the absence of a remedy provided by law.” <i>Jackson Nat’l Life Ins. Co. v. Kennedy</i> , 741 A.2d 377, 393 (Del. Ch. 1999).
9	District of Columbia	“To recover on a theory of unjust enrichment, . . . the plaintiff ‘must show that the defendant was unjustly enriched at his expense and that the circumstances were such that in good conscience the defendant should make restitution.’” <i>Fred Ezra Co. v. Pedas</i> , 682 A.2d 173, 175 (D.C. 1996).
10	Florida	“To state a cause of action for unjust enrichment, a plaintiff must allege facts that, if taken as true, would show 1) that a benefit was conferred upon the defendant, 2) that the defendant either requested the benefit or knowingly and voluntarily accepted it, 3) that a benefit flowed to the defendant, and 4) that under the circumstances, it would be inequitable for the defendant to retain the benefit without paying the value thereof.” <i>Townsend Contracting, Inc. v. Jensen Civil Constr., Inc.</i> , 728 So. 2d 297, 303 (Fla. Dist. Ct. App. 1999).

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11	Georgia	<p>“The theory of recovery for unjust enrichment arises both at law and equity. . . . The concept of unjust enrichment in law is premised upon the principle that a party cannot induce, accept, or encourage another to furnish or render something of value to such party and avoid payment for the value received; otherwise the party has been unjustly enriched at the expense of another and, in fairness and good conscience, must reimburse the other to the extent of the value conferred. Inherent in unjust enrichment is the requirement that the receiving party knew of the value being bestowed upon them by another and failed to stop the act or to reject the benefit.” <i>Reidling v. Holcomb</i>, 483 S.E.2d 624, 626 (Ga. Ct. App. 1997).</p>
12	Hawaii	<p>“It is a truism that ‘[a] person confers a benefit upon another if he gives to the other possession of or some other interest in money, land, chattels, or choses in action, . . . or in any way adds to the other's security or advantage.’ One who receives a benefit is of course enriched, and he would be unjustly enriched if its retention would be unjust. And it is axiomatic that ‘[a] person who has been unjustly enriched at the expense of another is required to make restitution to the other.’ We realize unjust enrichment is a broad and imprecise term defying definition. But in deciding whether there should be restitution here, we are guided by the underlying conception of restitution, the prevention of injustice.” <i>Small v. Badenhop</i>, 701 P.2d 647, 654 (Haw. 1985).</p>
13	Idaho	<p>“A prima facie case of unjust enrichment consists of three elements: (1) there was a benefit conferred upon the defendant by the plaintiff; (2) appreciation by the defendant of such benefit; and (3) acceptance of the benefit under circumstances that would be inequitable for the defendant to retain the benefit without payment to the plaintiff for the value thereof.” <i>Vanderford Co., Inc. v. Knudson</i>, 165 P.3d 261, 272 (Idaho 2007).</p>
14	Illinois	<p>“To state a cause of action based upon a theory of unjust enrichment, a plaintiff must allege that the defendant unjustly retained a benefit to the plaintiff's detriment and that the defendant's retention of that benefit violates fundamental principles of justice, equity, and good conscience.” <i>B&B Land Acquisition, Inc. v. Mandell</i>, 714 N.E.2d 58, 63 (Ill. App. Ct. 1999).</p>

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15	Indiana	“To prevail on a claim of unjust enrichment, a plaintiff must establish that a measurable benefit has been conferred on the defendant under such circumstances that the defendant's retention of the benefit without payment would be unjust.” <i>Pond v. McNellis</i> , 845 N.E.2d 1043, 1056-57 (Ind. App. 2006) (citation omitted).
16	Iowa	“Recovery based on unjust enrichment can be distilled into three basic elements of recovery. They are: (1) defendant was enriched by the receipt of a benefit; (2) the enrichment was at the expense of the plaintiff; and (3) it is unjust to allow the defendant to retain the benefit under the circumstances.” <i>State, Dept. of Human Services ex rel. Palmer v. Unisys Corp.</i> , 637 N.W.2d 142, 154-55 (Iowa 2001) (footnotes omitted).
17	Kansas	“To prevail on a claim of unjust enrichment, there must be: ‘(1) a benefit conferred upon the defendant by the plaintiff; (2) an appreciation or knowledge of the benefit by the defendant; and (3) the acceptance or retention by the defendant of the benefit under such circumstances as to make it inequitable for the defendant to retain the benefit without payments of its value.’” <i>Home Bank & Trust Co. v. Cedar Bluff Cattle Feeders, Inc.</i> , 959 P.2d 934, 939 (Kan. Ct. App. 1998).
18	Kentucky	“[A] claimant shall be required to prove three elements in each case [of unjust enrichment]. First, a benefit must be conferred upon the defendant at the plaintiff’s expense. Second, the benefit must result in an appreciation by the defendant. Finally, acceptance of the benefit under circumstances which render its retention, by the defendant without payment of the value thereof, inequitable.” <i>Guarantee Elec. Co. v. Big Rivers Elec. Corp.</i> , 669 F. Supp. 1371, 1380-81 (W.D. Ky. 1987).
19	Louisiana	La. Civ.Code art. 2298 and court decisions establish five requirements for proving unjust enrichment, as follows: “(1) there must be an enrichment; (2) there must be an impoverishment; (3) there must be a connection between the enrichment and the resulting impoverishment; (4) there must be an absence of ‘justification’ or ‘cause’ for the enrichment and impoverishment; and (5) there must be no other remedy at law available to plaintiff.” <i>Industrial Companies, Inc. v. Durbin</i> , 837 So.2d 1207, 1213-14 (La. 2003) (citation omitted).

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20	Maine	“To decide an unjust enrichment claim, a court must ascertain whether a benefit has been conferred, whether the party receiving the benefit has an appreciation or knowledge of it, and whether ‘the acceptance or retention by the defendant of the benefit is under such circumstances as to make it inequitable for the defendant to retain the benefit without payment of its value.’” <i>Landry v. Landry</i> , 697 A.2d 843, 845 (Me. 1997).
21	Maryland	“The elements of a claim of unjust enrichment are: 1. a benefit conferred upon the defendant by the plaintiff; 2. an appreciation or knowledge by the defendant of the benefit; 3. the acceptance or retention by the defendant of the benefit under such circumstances as to make it inequitable for the defendant to retain the benefit without payment of its value.” <i>Klein v. Fidelity & Deposit Co. of Am.</i> , 700 A.2d 262, 277 (Md. Ct. Spec. App. 1997).
22	Massachusetts	“Unjust enrichment is an essentially equitable doctrine requiring proof of some misconduct, fault or culpable action on the part of the defendant as ‘wrongdoer’ which renders his retention of a benefit at the expense of another contrary to equity and good conscience.” <i>DeSanctis v. Labell’s Airport Parking, Inc.</i> , 1991 Mass. App. Div. 37, 40 (Mass. Dist. Ct. 1991).
23	Michigan	“[I]n order to sustain a claim of quantum meruit or unjust enrichment, a plaintiff must establish (1) the receipt of a benefit by the defendant from the plaintiff and (2) an inequity resulting to the plaintiff because of the retention of the benefit by the defendant.” <i>Morris Pumps v. Centerline Piping, Inc.</i> , 273 Mich. App. 187, 195, 729 N.W.2d 898, 904 (2006) (citation omitted).
24	Minnesota	“In order to establish a claim for unjust enrichment, the claimant must show that another party knowingly received something of value to which he was not entitled, and that the circumstances are such that it would be unjust for that person to retain the benefit.” <i>Schumacher v. Schumacher</i> , 627 N.W.2d 725, 729 (Minn. App. 2001) (citation omitted).

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25	Mississippi	“The doctrine of unjust enrichment or recovery in quasi contract applies to situations where there is no legal contract but where the person sought to be charged is in possession of money or property which in good conscience and justice he should not retain but should deliver to another, the courts imposing a duty to refund the money or the use value of the property to the person to whom in good conscience it ought to belong.” <i>Kersey v. Fernald</i> , 911 So.2d 994, 997 (Miss. App. 2005) (quoting <i>Dew v. Langford</i> , 666 So. 2d 739, 745 (Miss. 1995)).
26	Missouri	“The elements of unjust enrichment are: [1] a benefit conferred by a plaintiff on a defendant; [2] the defendant’s appreciation of the fact of the benefit; and [3] the acceptance and retention of the benefit by the defendant in circumstances that would render that retention inequitable.” <i>Howard v. Turnbull</i> , __ S.W.3d __, 2008 WL 2491780, at *2 (Mo. App. W.D. June 24, 2008) (citation and internal quotation marks omitted).
27	Montana	“In establishing a prima facie case under the equitable doctrine of unjust enrichment, the plaintiff must show misconduct or fault on the part of the defendant, or that the defendant somehow took advantage of the plaintiff.” <i>Buday v. Phillips</i> , 8 P.3d 123 (Mont. 2000) (table).
28	Nebraska	“[U]njust enrichment is ‘a general principle, underlying various legal doctrines and remedies, that one person should not be permitted unjustly to enrich himself at the expense of another, but should be required to make restitution of or for property or benefits received, retained, or appropriated where it is just and equitable that such restitution be made.’” <i>Ahrens v. Dye</i> , 302 N.W.2d 682, 684 (Neb. 1981). “The issue of unjust enrichment is a question of fact. Where benefits have been received and retained under circumstances that it would be inequitable and unconscionable to permit the party receiving them to avoid payment therefor, the law requires the recipient to pay the reasonable value of the services.” <i>Sorenson v. Dager</i> , 601 N.W.2d 564, 566 (Neb. Ct. App. 1999).
29	Nevada	“This court has observed that the essential elements of unjust enrichment are [1] a benefit conferred on the defendant by the plaintiff, [2] appreciation by the defendant of such benefit, and [3] acceptance and retention by the defendant of such benefit.” <i>Topaz Mut. Co., Inc. v. Marsh</i> , 839 P.2d 606, 613 (Nev. 1992) (citation and internal quotation marks omitted).

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30	New Hampshire	“A trial court may require an individual to make restitution for unjust enrichment if he has received a benefit which would be unconscionable for him to retain.’ ‘To entitle one to restitution, it must be shown that there was unjust enrichment either through wrongful acts or passive acceptance of a benefit that would be unconscionable to retain.” “ <i>Kowalski v. Cedars of Portsmouth Condo. Ass’n</i> , 769 A.2d 344, 347 (N.H. 2001).
31	New Jersey	“To establish unjust enrichment, a plaintiff must show both that defendant received a benefit and that retention of that benefit without payment would be unjust. The unjust enrichment doctrine requires that plaintiff show that it expected remuneration from the defendant at the time it performed or conferred a benefit on defendant and that the failure of remuneration enriched defendant beyond its contractual rights.” <i>Cameco, Inc. v. Gedicke</i> , 690 A.2d 1051, 1059 (N.J. Super. Ct. App. Div. 1997).
32	New Mexico	“Unjust enrichment exists when one party knowingly benefits at another’s expense and allowing that party to retain the benefit would be unjust.” <i>Romero v. Bank of the Southwest</i> , 83 P.3d 288, 296 (N.M. App. 2003) (citation omitted). “Typically, where the defendant has received money from plaintiff, the amount of restitution owed is equal to the amount of money paid.” <i>Id.</i> (citations omitted).
33	New York	“A person may be deemed to be unjustly enriched if he (or she) has received a benefit, the retention of which would be unjust. A conclusion that one has been unjustly enriched is essentially a legal inference drawn from the circumstances surrounding the transfer of property and the relationship of the parties. It is a conclusion reached through the application of principles of equity.” <i>Sharp v. Kosmalski</i> , 40 N.Y.2d 119, 123 (N.Y. 1976).
34	North Carolina	“In order to [survive challenge to unjust enrichment claim], plaintiff was required to present evidence that a benefit was conferred upon [defendant], that he ‘consciously accepted’ that benefit, and that the benefit was not gratuitous.” <i>Norman Owen Trucking, Inc. v. Morkoski</i> , 506 S.E.2d 267, 273 (N.C. Ct. App. 1998).

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35	North Dakota	“Five elements must be established to prove unjust enrichment: 1. An enrichment; 2. An impoverishment; 3. A connection between the enrichment and the impoverishment; 4. Absence of a justification for the enrichment and impoverishment; and 5. An absence of a remedy provided by law.” <i>Schroeder v. Buchholz</i> , 622 N.W.2d 202, 207 (N.D. 2001).
36	Ohio	“[T]his court identified three elements necessary to succeed in an action based on a quasi-contract: (1) a benefit conferred by a plaintiff upon a defendant, (2) knowledge by the defendant of the benefit, and (3) retention of the benefit by the defendant under circumstances where it would be unjust to do so without payment.” <i>Dixon v. Smith</i> , 695 N.E.2d 284, 290 (Ohio Ct. App. 1997) (citation omitted).
37	Oklahoma	“The term ‘unjust enrichment’ describes a condition resulting from the failure of a party to make restitution in circumstances where it is inequitable. It is a recognized ground for recovery in Oklahoma. A right of recovery under the doctrine of unjust enrichment is essentially equitable, its basis being that in a given situation it is contrary to equity and good conscience for one to retain a benefit which has come to him at the expense of another.” <i>Lapkin v. Garland Bloodworth, Inc.</i> , 23 P.3d 958, 961 (Okla. App. 2000) (quoting <i>N.C. Corff P’ship, Ltd. v. OXY USA, Inc.</i> , 929 P.2d 288, 295 (Okla. Ct. App. 1996)).
38	Oregon	“[T]he elements of the quasi-contractual claim of unjust enrichment are [1] a benefit conferred, [2] awareness by the recipient that a benefit has been received and, [3] under the circumstances, it would be unjust to allow retention of the benefit without requiring the recipient to pay for it.” <i>Summer Oaks Ltd. Partnership v. McGinley</i> , 55 P.3d 1100, 1104 (Or. App. 2002) (citation and internal quotation marks omitted).
39	Pennsylvania	“Unjust enrichment is a quasi-contractual doctrine based in equity; its elements include ‘benefits conferred on defendant by plaintiff, appreciation of such benefits by defendant, and acceptance and retention of such benefits under such circumstances that it would be inequitable for defendant to retain the benefit without payment of value.’” <i>Wiernik v. PHH US Mortgage Corp.</i> , 736 A.2d 616, 622 (Pa. Super. Ct. 1999).

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40	Rhode Island	“In order to recover under quasi-contract for unjust enrichment, a plaintiff must prove three elements: (1) a benefit must be conferred upon the defendant by the plaintiff, (2) there must be appreciation by the defendant of such benefit, and (3) there must be an acceptance of such benefit in such circumstances that it would be inequitable for a defendant to retain the benefit without paying the value thereof.” <i>Bouchard v. Price</i> , 694 A.2d 670, 673 (R.I. 1997).
41	South Carolina	“This Court has recognized quantum meruit as an equitable doctrine to allow recovery for unjust enrichment. Absent an express contract, recovery under quantum meruit is based on quasi-contract, the elements of which are: (1) a benefit conferred upon the defendant by the plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it inequitable for him to retain it without paying its value.” <i>Columbia Wholesale Co. v. Scudder May N.V.</i> , 440 S.E.2d 129, 130 (S.C. 1994).
42	South Dakota	“[Plaintiff] must show she conferred a benefit upon [defendant], that the [defendant] was cognizant of that benefit and that to allow the [defendant] to retain that benefit would unjustly enrich it.” <i>Bollinger v. Eldredge</i> , 524 N.W.2d 118, 123 (S.D. 1994).
43	Tennessee	“The elements of an unjust enrichment claim are: 1) [a] benefit conferred upon the defendant by the plaintiff; 2) appreciation by the defendant of such benefit; and 3) acceptance of such benefit under such circumstances that it would be inequitable for him to retain the benefit without payment of the value thereof. The most significant requirement of an unjust enrichment claim is that the benefit to the defendant be unjust.” <i>Bennett v. Visa U.S.A. Inc.</i> , 198 S.W.3d 747 (Tenn. Ct. App. 2006) (internal quotation marks omitted; quoting <i>Freeman Indus. v. Eastman Chem. Co.</i> , 172 S.W.3d 512, 525 (Tenn. 2005)).

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44	Texas	“Unjust enrichment is based on the equitable principle that one who receives benefits unjustly should make restitution for those benefits. To be entitled to restitution under a theory of unjust enrichment, the plaintiff must show the party sought to be charged had wrongfully secured a benefit or had passively received one which would be unconscionable for that party to retain. The taking of an undue advantage does not necessarily encompass the element of reliance.” <i>Southwestern Bell Telephone Co. v. Marketing on Hold, Inc.</i> , 170 S.W.3d 814, 827-28 (Tex. App. 2005) (emphasis in original; citations omitted).
45	Utah	“In order to prevail on a claim for unjust enrichment, three elements must be met. First, there must be a benefit conferred on one person by another. Second, the conferee must accept or have knowledge of the benefit. Finally, there must be the acceptance or retention by the conferee of the benefit under such circumstances as to make it inequitable for the conferee to retain the benefit without payment of its value.” <i>Desert Miriah, Inc. v. B&L Auto, Inc.</i> , 12 P.3d 580, 582 (Utah 2000).
46	Vermont	“The standard to be used in deciding a claim for unjust enrichment is ‘whether [defendant] received a benefit for which plaintiff should be compensated.’” <i>Ray Reilly’s Tire Mart, Inc. v. F.P. Elnicki, Inc.</i> , 537 A.2d 994, 995 (Vt. 1987).
47	Virginia	“The requirements for relief under the doctrine of unjust enrichment are as follows: (1) One party has conferred a benefit by rendering services or expending properties on the other; (2) This person has a reasonable expectation of being compensated; (3) The benefits were conferred at the express or implied request of the person receiving them; and; (4) If the defendant is allowed to retain the benefits without compensating the plaintiff, he would be unjustly enriched.” <i>Primrose Dev. Corp. v. Benchmark Acquisition Fund I L.P.</i> , 47 Va. Cir. 296, 298 (Loudon 1998).
48	Washington	“Unjust enrichment has three elements: (1) There must be a benefit conferred on one party by another; (2) the party receiving the benefit must have an appreciation or knowledge of the benefit; and (3) the receiving party must accept or retain the benefit under circumstances that make it inequitable for the receiving party to retain the benefit without paying its value.” <i>Pierce County v. State</i> , __ P.3d __, 2008 WL 2223877, at *21 (Wash. App. May 28, 2008) (citation omitted).

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49	West Virginia	“Unjust enrichment of a person occurs when he has and retains money or benefits which in justice and equity belong to another.” <i>Dunlap v. Hinkle</i> , 317 S.E.2d 508, 512 n.2 (W. Va. 1984).
50	Wisconsin	“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.” <i>Ulrich v. Zemke</i> , 654 N.W.2d 458, 462 (Wis. App. 2002) (citation and internal quotation marks omitted).
51	Wyoming	“One seeking damages based on unjust enrichment must prove four elements: (1) Valuable services were rendered, or materials furnished, (2) to the party to be charged, (3) which services or materials were accepted, used and enjoyed by the party, and, (4) under such circumstances which reasonably notified the party to be charged that the plaintiff, in rendering such services or furnishing such materials, expected to be paid by the party to be charged. Without such payment, the party would be unjustly enriched.” <i>Bowles v. Sunrise Home Center, Inc.</i> , 847 P.2d 1002, 1004 (Wyo. 1993) (citation omitted).