

<b>APPENDIX C</b> <b>INADEQUATE LEGAL REMEDY IS A PREREQUISITE TO UNJUST ENRICHMENT</b>	
<b>ALABAMA</b>	<i>Vardaman v. Florence City Bd. of Educ.</i> , 544 So. 2d 962, 965 (Ala. 1989) (“It has long been recognized in Alabama that the existence of an express contract generally excludes an implied agreement relative to the same subject matter.”).
<b>ARIZONA</b>	<i>Cnty. Guardian Bank v. Hamlin</i> , 898 P.2d 1005, 1008 (Ariz. Ct. App. 1995) (holding that the absence of a remedy at law is a necessary element of an unjust enrichment claim).
<b>ARKANSAS</b>	<i>Coleman’s Serv. Ctr., Inc. v. Federal Deposit Ins. Corp.</i> , 935 S.W.2d 289, 302 (Ark. Ct. App. 1996) (“the concept of unjust enrichment has no application when an express written contract exists”).
<b>CALIFORNIA</b>	<i>Paracor Fin., Inc. v. General Elec. Capital Corp.</i> , 96 F.3d 1151, 1167 (9th Cir. 1996) (“Under... California ... law, unjust enrichment is an action in quasi-contract, which does not lie when an enforceable, binding agreement exists defining the rights of the parties.”).
<b>COLORADO</b>	<i>R.N. Robinson &amp; Son, Inc. v. Ground Improvement Techniques</i> , 31 F. Supp. 2d 881, 889 (D. Colo. 1998) (“Colorado law provides that where there is both an express and an implied contract that cover the same subject matter, the provisions of the express contract govern.”).
<b>CONNECTICUT</b>	<i>Lazaros v. City of W. Haven</i> , 697 A.2d 724, 731 (Conn. Super. Ct. 1994) (“the plaintiffs have alleged an express contract, and this fact precludes the application of the equitable remedy of unjust enrichment”).
<b>FLORIDA</b>	<i>Nautica Int’l v. Intermarine USA, L.P.</i> , 5 F. Supp. 2d 1333, 1342 (S.D. Fla. 1998) (“The theory of unjust enrichment is equitable in nature and is, therefore, not available when there is an adequate legal remedy.”) (internal quotations omitted).
<b>GEORGIA</b>	<i>Mabry v. Pelton</i> , 432 S.E.2d 588, 591 (Ga. Ct. App. 1993) (“the theory of unjust enrichment does not apply because there is a legal written contract between the parties”).
<b>ILLINOIS</b>	<i>Nesby v. Country Mut. Ins. Co.</i> , 805 N.E.2d 241, 243 (Ill. App. Ct. 2004) (“Because it is an equitable remedy, unjust enrichment is only available when there is no adequate remedy at law.”).
<b>LOUISIANA</b>	<i>Wilkins v. Hogan Drilling Co.</i> , 471 So. 2d 863, 867 (La. Ct. App. 1985) (affirming dismissal of unjust enrichment claim for failure to state a claim because “plaintiffs allegations here ... clearly establish that his position is that there was a contract between the parties”).
<b>MARYLAND</b>	<i>County Comm’rs v. J. Roland Dashiell &amp; Sons, Inc.</i> , 747 A.2d 600, 610 (Md. 2000) (“There was an express contract between the parties that controlled this subject matter; therefore, respondent cannot seek relief through the quasi-contractual remedy of unjust enrichment.”).

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<b>MASSACHUSETTS</b>	<i>Massachusetts v. Mylan Labs.</i> , 357 F. Supp. 2d 314, 324 (D. Mass. 2005) (a necessary element of an unjust enrichment cause of action is “the absence of a remedy provided by law”).
<b>MISSISSIPPI</b>	<i>MIC Life Ins. Co. v. Hicks</i> , No. 1998-CA-01217-COA, 2000 Miss. App. LEXIS 299, at *33 (Miss. Ct. App. June 23, 2000) (“Unjust enrichment is a cause of action only in quasi or implied-in-law contracts, not when there is an express contract between the parties.”).
<b>MISSOURI</b>	<i>Justus v. Webb</i> , 634 S.W.2d 567, 570 (Mo. Ct. App. 1982) (“An action on an implied promise will not lie where there is a valid express promise.”).
<b>NEW JERSEY</b>	<i>Nat’l Amusements, Inc. v. N.J. Tpk. Auth.</i> , 619 A.2d 262, 267 (N.J. Super. Ct. Law Div. 1992) (“Unjust enrichment is not an independent theory of liability” and “Restitution for unjust enrichment is an equitable remedy, available only when there is no adequate remedy at law.”).
<b>NEW YORK</b>	<i>Bongat v. Fairview Nursing Care Ctr., Inc.</i> , 341 F. Supp. 2d 181, 189 (E.D.N.Y. 2004) (dismissing claim of unjust enrichment under New York law because plaintiff had viable claims at law).
<b>NORTH CAROLINA</b>	<i>Delta Env’tl. Consultants v. Wysong &amp; Miles Co.</i> , 510 S.E.2d 690, 694 (N.C. Ct. App. 1999) (“It is well established that if there is a contract between the parties, the contract governs the claim, and the law will not imply a contract.”) (internal quotations and alterations omitted), <i>review denied</i> , 536 S.E.2d 70 (N.C. 1999)
<b>OHIO</b>	<i>Caras v. Green &amp; Green</i> , Nos. 14943 & 15089, 1996 Ohio App. LEXIS 3162, at *9-*10 (Ohio Ct. App. June 28, 1996) (“It is clearly the law in Ohio that an equitable action in quasi-contract for unjust enrichment will not lie when the subject matter of that claim is covered by an express contract or a contract implied in fact.”) (internal quotations omitted)
<b>OKLAHOMA</b>	<i>Jones v. University of Cent. Okla.</i> , 910 P.2d 987, 990 (Okla. 1995) (“An express contract excludes the possibility of an implied contract of a different or contradictory nature.”).
<b>OREGON</b>	<i>Prestige Homes Real Estate Co. v. Hanson</i> , 951 P.2d 193, 195 (Or. Ct. App. 1997) (“Quantum meruit presupposes that no enforceable contract exists.”) (internal quotations omitted).
<b>PENNSYLVANIA</b>	<i>Dunn v. D. of Prop. Assessment, Appeals &amp; Review</i> , 877 A.2d 504, 514 n.18 (Pa. Cmwlth. 2005) (refusing claim for unjust enrichment where there was an adequate legal remedy).
<b>RHODE ISLAND</b>	<i>Mehan v. Gershkoff</i> , 230 A.2d 867, 870 (R.I. 1967) (“It is well settled that where there is an express contract between the parties referring to a subject matter, there can be no implied contract arising by implication of law governing that same subject matter.”).

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<b>TENNESSEE</b>	<i>Scandlyn v. McDill Columbus Corp.</i> , 895 S.W.2d 342, 349 (Tenn. Ct. App. 1994) (“In this state, no right exists in law or equity which allows a party to abandon an express contract and seek recovery in quantum meruit or under an implied contract theory.”).
<b>TEXAS</b>	<i>Black Lake Pipe Line Co. v. Union Constr. Co.</i> , 538 S.W.2d 80, 86 (Tex. 1976) (“If a valid express contract covering the subject matter exists there can be no recovery upon a contract implied by law.”), <i>rev’d on other grounds by Sterner v. Marathon Oil Co.</i> , 767 S.W.2d 686 (Tex. 1989).
<b>UTAH</b>	<i>Mann v. American Western Life Ins. Co.</i> , 586 P.2d 461, 465 (Utah 1978) (“Recovery in quasi contract is not available where there is an express contract covering the subject matter of the litigation.”).
<b>VIRGINIA</b>	<i>Webb v. Webb</i> , No. HC-970-4, 1995 Va. Cir. LEXIS 1088 at *3, 37 Va. Cir. 274 (Va. Cir. Ct. Oct. 5, 1995) (“Unjust enrichment is a judicially-created rationale for implying a contract where no express contract exists. It does not apply where an express contract does exist.”) (citation omitted).
<b>WASHINGTON</b>	<i>Go2Net Inc. v. Freeyellow.com, Inc.</i> 109 P.3d 875, 881 (Wash. Ct. App. 2005) (“Unjust enrichment is a remedy that prevents a party from retaining a benefit conferred on it in a situation where the party conferring the benefit has no adequate remedy at law.”).
<b>WEST VIRGINIA</b>	<i>Bright v. QSP, Inc.</i> , 20 F.3d 1300, 1306 (4 <sup>th</sup> Cir. 1994) (“It is a well-rooted principle of contract law that ‘[a]n express contract and an implied contract, relating to the same subject matter, can not co-exist.’”) (quoting <i>Case v. Shepherd</i> , 84 S.E.2d 140, 144 (W. Va. 1954)).