

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
THIRD DIVISION

In re: Guidant Corp. Implantable  
Defibrillators Products Liability Litigation

MDL No. 1708  
(DWF/AJB)

*This Document Relates to All Actions*

APPENDIX D TO  
PLAINTIFFS' MEMORANDUM IN OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS THE MASTER COMPLAINT  
CLAIMS OF DEVICE RECIPIENT PLAINTIFFS

## Appendix D

### 51 Jurisdiction Survey Of The Elements Of Unjust Enrichment

<u>State</u>	<u>Elements</u>
<b>Alabama</b>	<p>“The essence of the theories of unjust enrichment or money had and received is that a plaintiff can prove facts showing that defendant <i>holds</i> money which, in equity and good conscience, belongs to plaintiff or <i>holds</i> money which was improperly paid to defendant because of mistake or fraud.”</p> <p><i>Hancock-Hazlett Gen. Constr. Co. v. Trane Co.</i>, 499 So. 2d 1385, 1387 (Ala. 1986).</p>
<b>Alaska</b>	<p>“[W]e set forth three essential elements for a claim of unjust enrichment sounding in quasi-contract:</p> <ol style="list-style-type: none"><li>1) a benefit conferred upon the defendant by the plaintiff;</li><li>2) appreciation by the defendant of such benefit; and</li><li>3) acceptance and retention by the defendant of such benefit under such circumstances that it would be inequitable for him to retain it without paying the value thereof.”<p><i>State Dept. of Revenue, Child Support Enforcement Div. ex rel. P. M. v. Mitchell</i>, 930 P.2d 1284, 1289 (Alaska 1997).</p></li></ol>
<b>Arizona</b>	<p>“[T]o prevail upon a theory of unjust enrichment, a plaintiff must establish that, (1) plaintiff conferred a benefit upon the defendant; (2) defendant’s benefit is at plaintiff’s expense; and (3) it would be unjust to allow defendant to keep the benefit.”</p> <p><i>USLife Title Co. of Ariz. v. Gutkin</i>, 732 P.2d 579, 584 (Ariz. Ct. App. 1986)</p>
<b>Arkansas</b>	<p>“[T]o find unjust enrichment, a party must have received something of value, to which he was not entitled and which he must restore. There must also be some operative act, intent, or situation to make the enrichment unjust.”</p> <p><i>Guaranty Nat’l Ins. Co. v. Denver Roller, Inc.</i>, 854 S.W.2d 312, 317 (Ark. 1993).</p>

<u>State</u>	<u>Elements</u>
<b>California</b>	<p>“[T]he elements for a claim of unjust enrichment: receipt of a benefit and unjust retention of the benefit at the expense of another.”</p> <p><i>Lectrodryer v. SeoulBank</i>, 91 Cal. Rptr. 2d 881, 883 (Cal. Ct. App. 2000).</p>
<b>Colorado</b>	<p>“In Colorado, a plaintiff seeking recovery for unjust enrichment must prove: (1) at plaintiff’s expense (2) defendant received a benefit (3) under circumstances that would make it unjust for defendant to retain the benefit without paying.”</p> <p><i>Salzman v. Bachrach</i>, 996 P.2d 1263, 1265-66 (Colo. 2000).</p>
<b>Connecticut</b>	<p>“The elements of unjust enrichment are well established. Plaintiffs seeking recovery for unjust enrichment must prove (1) that the defendants were benefited, (2) that the defendants unjustly did not pay the plaintiffs for the benefit, and (3) that the failure of payment was to the plaintiffs’ detriment.”</p> <p><i>Ayotte Bros. Constr. v. Finney</i>, 680 A.2d 330, 332 (Conn. App. Ct. 1996) (internal quotation marks omitted); <i>see also Vertex, Inc. v. City of Waterbury</i>, 898 A.2d 178 (Conn. 2006).</p>
<b>Delaware</b>	<p>“Unjust enrichment is defined as the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience.”</p> <p><i>Fleer Corp. v. Topps Chewing Gum, Inc.</i>, 539 A.2d 1060, 1062 (Del. 1988) (internal quotation marks omitted). <i>See also St. Search Ptnrs., L.P. v. Ricon Int’l</i>, 2005 Del. Super. LEXIS 246.</p>
<b>District of Columbia</b>	<p>“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.”</p> <p><i>Emerine v. Yancey</i>, 680 A.2d 1380, 1383 (D.C. 1996) (internal quotation marks omitted). <i>See also News World Communs., Inc. v. Thompsen</i>, 878 A.2d 1218 9D.C. App. 2005).</p>

<u>State</u>	<u>Elements</u>
<b>Florida</b>	<p>“The elements of a cause of action for unjust enrichment are: 1) the plaintiff conferred a benefit on the defendant, who has knowledge of the benefit, 2) the defendant accepts and retains the conferred benefit, and 3) under the circumstances it would be inequitable for the defendant to retain the benefit without paying for it.”</p> <p><i>Duncan v. Kasim, Inc.</i>, 810 So. 2d 968, 971 (Fla. Dist. Ct. App. 2002); see also <i>Della Ratta v. Della Ratta</i>, 927 So. 2d 1055 (Fla. App. 2006).</p>
<b>Georgia</b>	<p>“[U]njust enrichment applies when . . . the party sought to be charged has been conferred a benefit by the party contending an unjust enrichment which the benefited party equitably ought to return or compensate for.”</p> <p><i>Engram v. Engram</i>, 463 S.E.2d 12, 15 (Ga. 1995) (internal quotation marks omitted).</p>
<b>Hawaii</b>	<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.”</p> <p><i>Small v. Badenhop</i>, 701 P.2d 647, 654 (Haw. 1985) (internal citations and quotation marks omitted); see also <i>Durette v. Aloha Plastic Recycling, Inc.</i>, 100 P.3d 60 (Haw. 2004).</p>
<b>Idaho</b>	<p>“[I]n order to establish the prima facie case for unjust enrichment, the plaintiff must show that there was: (1) 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 of the value thereof.”</p> <p><i>King v. Lang</i>, 42 P.3d 698, 703 (Idaho 2002); see also <i>Barry v. Pac. West Constr., Inc.</i>, 103 P.3d 440 (Idaho 2004).</p>

<u>State</u>	<u>Elements</u>
<b>Illinois</b>	<p>“The theory of unjust enrichment is based on a contract implied in law. To recover under this theory, plaintiffs must show that defendant voluntarily accepted a benefit which would be inequitable for him to retain without payment.”</p> <p><i>People ex rel. Hartigan v. E &amp; E Hauling, Inc.</i>, 607 N.E.2d 165, 177 (Ill. 1992).</p>
<b>Indiana</b>	<p>“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. One who labors without an expectation of payment cannot recover in quasi-contract.”</p> <p><i>Bayh v. Sonnenburg</i>, 573 N.E.2d 398, 408 (Ind. 1991).</p>
<b>Iowa</b>	<p>“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.”</p> <p><i>State Dept. of Human Servs. ex rel. Palmer v. Unisys Corp.</i>, 637 N.W.2d 142, 154-55 (Iowa 2001).</p>
<b>Kansas</b>	<p>“The basic elements of a claim based on a theory of unjust enrichment are threefold: (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 payment of its value.”</p> <p><i>HAZ-MAT Response, Inc. v. Certified Waste Servs. Ltd.</i>, 910 P.2d 839, 847 (Kan. 1996) (internal quotation marks omitted).</p>
<b>Kentucky</b>	<p>“A person is enriched if he has received a benefit . . . . A person is unjustly enriched if the retention of the benefit would be unjust.”</p> <p><i>Bryan Bros. Packing v. Garrard</i>, 386 S.W.2d 469, 474 (Ky. 1965) (internal quotation marks omitted).</p>

<u>State</u>	<u>Elements</u>
<b>Louisiana</b>	<p>“[T]his court established 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.”</p> <p><i>Indus. Cos. v. Durbin</i>, 837 So. 2d 1207, 1213-14 (La. 2003) (internal quotation marks omitted). See also <i>Gulfstream Servs. v. Hot Energy Servs.</i>, 907 So. 2d 96 (La. App. 2005); <i>Commer. Union Ins. Co. v. CBC Temp. Staffing Servs.</i>, 897 So. 2d 647 (La. App. 2004); <i>Davric Maine Corp. v. Scott</i>, 2006 Me. Supr. LEXIS 165.</p>
<b>Maine</b>	<p>“To establish a claim for unjust enrichment, three elements must be proved: [One] a benefit conferred upon the defendant by the plaintiff; [two] an appreciation or knowledge by the defendant of the benefit; and [three] 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.”</p> <p><i>Bowden v. Grindle</i>, 651 A.2d 347, 350 (Maine 1994) (internal quotation marks omitted); <i>Tucci v. City of Biddeford</i>, 864 A.2d 185 (Maine 2005).</p>
<b>Maryland</b>	<p>“This Court has defined unjust enrichment as constituting three elements: 1. A benefit conferred upon the defendant by the plaintiff; 2. An appreciation or knowledge by the defendant of the benefit; 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 the payment of its value.”</p> <p><i>Berry &amp; Gould, P.A. v. Berry</i>, 757 A.2d 108, 113 (Md. 2000) (internal quotation marks omitted).</p>

<u>State</u>	<u>Elements</u>
<b>Massachusetts</b>	<p>“[Plaintiffs] must demonstrate the following elements to succeed on their claims of unjust enrichment: (1) a benefit conferred upon the defendant by the plaintiff; (2) an appreciation or knowledge by the defendant of the benefit; and (3) the acceptance or retention of the benefit by the defendant under circumstances which make such acceptance or retention inequitable.”</p> <p><i>Sweeney v. DeLuca</i>, No. 042338, 2006 WL 936688, at *8 (Mass. Super. Mar. 16, 2006); <i>see also McDonnell v. McDonnell</i>, 2005 Mass. Super. LEXIS 221.</p>
<b>Michigan</b>	<p>“The essential elements of a quasi contractual obligation, upon which recovery may be had, are the receipt of a benefit by a defendant from a plaintiff, which benefit it is inequitable that the defendant retain.”</p> <p><i>Michigan Educ. Employees Mut. Ins. Co. v. Morris</i>, 596 N.W.2d 142, 151 (Mich. 1999) (internal quotation marks omitted); <i>Belle Isle Grill Corp. v. Detroit</i>, 566 N.W.2d 271 (2003); <i>Taxi-Rockford v. GMC</i>, 2006 Mich. App. LEXIS 1777.</p>
<b>Minnesota</b>	<p>“The elements of an unjust enrichment claim include: (1) a benefit conferred; (2) the defendant’s appreciation and knowing acceptance of the benefit; and (3) the defendant’s acceptance and retention of the benefit under such circumstances that it would be inequitable for him to retain it without paying for it.”</p> <p><i>Fimon v. Kenroc Drywall Supplies, Inc.</i>, No. C7-02-1588, 2003 Minn. App. LEXIS 311, at *11 (Minn. Ct. App. Mar. 18, 2003).</p>
<b>Mississippi</b>	<p>“The elements of a quasi-contract are: 1) a benefit conferred upon the defendant by the plaintiff, 2) appreciation by the defendant of the fact of such benefit, 3) acceptance and retention by the defendant of the benefit, under circumstances such that it would be inequitable to retain the benefit without payment of its value.”</p> <p><i>Milliken &amp; Michaels, Inc. v. Fred Netterville Lumber Co.</i>, 676 So. 2d 266, 271 (Miss. 1996).</p>

<u>State</u>	<u>Elements</u>
<b>Missouri</b>	<p>“Unjust enrichment occurs where a benefit is conferred upon a person in circumstances in which retention by him of that benefit without paying its reasonable value would be unjust [citation omitted]. The elements of unjust enrichment are: (a) a benefit conferred by one party on another; (b) appreciation by the receiving party of the fact that what was conferred was a benefit; and (c) acceptance and retention of the benefit that would render that retention inequitable.”</p> <p><i>Cridlebaugh v. Putnam County State Bank</i>, 192 S.W.2d 540, 543 (Mo. App. 2006); <i>see also Hertz Corp. v. RAKS Hospitality, Inc.</i>, 2006 Mo. App. LEXIS 2006, **7-8. “The most important element is that the enrichment be ‘unjust.’” <i>S&amp;J, Inc. v. McCloud &amp; Co., L.L.C.</i>, 108 S.W.3d 765, 768 (Mo. App. 2003).</p>
<b>Montana</b>	<p>“The phrase unjust enrichment is used in law to characterize the result or effect of a failure to make restitution of, or for, property or benefits received under such circumstances as to give rise to a legal or equitable obligation to account therefore. . . . It is defined as the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience. A person is enriched if he has received a benefit, and he is unjustly enriched if retention of the benefit would be unjust. Unjust enrichment of a person occurs when he has and retains money or benefits which in justice and equity belong to another.”</p> <p><i>Lawrence v. Clepper</i>, 865 P.2d 1150, 1156 (Mont. 1993) (internal quotation marks omitted).</p>
<b>Nebraska</b>	<p>“A quasi contract is a contract implied in law and usually has its origin in the principle that a person shall not be allowed to enrich himself unjustly at the expense of another. . . . It has been said that where benefits have been received and retained under such circumstances that it would be inequitable and unconscionable to permit the party receiving them to avoid payment therefor, the law requires the party receiving and retaining the benefits to pay their reasonable value.”</p> <p><i>Professional Recruiters, Inc. v. Oliver</i>, 456 N.W.2d 103, 108 (Neb. 1990) (internal quotation marks omitted).</p>



<u>State</u>	<u>Elements</u>
<b>Nevada</b>	<p>“Unjust enrichment is the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience. This court has observed that the essential elements of unjust enrichment are a benefit conferred on the defendant by the plaintiff, appreciation by the defendant of such benefit, and acceptance and retention by the defendant of such benefit.”</p> <p><i>Topaz Mut. Co. v. Marsh</i>, 839 P.2d 606, 613 (Nev. 1992) (internal citation and quotation marks omitted).</p>
<b>New Hampshire</b>	<p>“The doctrine of unjust enrichment is that one shall not be allowed to profit or enrich himself at the expense of another contrary to equity. While it is said that a defendant is liable if equity and good conscience requires, this does not mean that a moral duty meets the demands of equity. There must be some specific legal principal or situation which equity has established or recognized, to bring a case within the scope of the doctrine. 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.”</p> <p><i>Cohen v. Frank Developers, Inc.</i>, 389 A.2d 933, 937 (N.H. 1978) (internal citation and quotation marks omitted).</p>
<b>New Jersey</b>	<p>“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.”</p> <p><i>VRG Corp. v. GKN Realty Corp.</i>, 641 A.2d 519, 526 (N.J. 1994) (internal citations omitted).</p>
<b>New Mexico</b>	<p>“Unjust enrichment exists when one party knowingly benefits at another’s expense and allowing that party to retain the benefit would be unjust.”</p> <p><i>Romero v. Bank of the Sw.</i>, 83 P.3d 288, 296 (N.M. Ct. App. 2003).</p>

<u>State</u>	<u>Elements</u>
<b>New York</b>	<p>“The essential inquiry in any action for unjust enrichment or restitution is whether it is against equity and good conscience to permit the defendant to retain what is sought to be recovered. Such a claim is undoubtedly equitable and depends upon broad considerations of equity and justice. Generally, courts will look to see if a benefit has been conferred on the defendant under mistake of fact or law, if the benefit still remains with the defendant, if there has been otherwise a change of position by the defendant, and whether the defendant’s conduct was tortious or fraudulent.”</p> <p><i>Paramount Film Distrib. Corp. v. State</i>, 285 N.E.2d 695, 698 (N.Y. 1972) (internal citations omitted).</p>
<b>North Carolina</b>	<p>“The Restatement of Restitution § 1 lays down the general principle that a person who has been unjustly enriched at the expense of another is required to make restitution to the other. In order to establish a claim for unjust enrichment, a party must have conferred a benefit on the other party.”</p> <p><i>Booe v. Shadrick</i>, 369 S.E.2d 554, 555-56 (N.C. 1988) (internal quotation marks omitted).</p>
<b>North Dakota</b>	<p>“The doctrine of unjust enrichment may be invoked when a person has and retains money or benefits which in justice and equity belong to another.”</p> <p><i>Ritter, Laber &amp; Assocs. v. Koch Oil, Inc.</i>, 680 N.W.2d 634, 642 (N.D. 2004) (internal quotation marks omitted).</p>
<b>Ohio</b>	<p>“To establish a claim for restitution . . . a party must demonstrate (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 (unjust enrichment).”</p> <p><i>Johnson v. Microsoft Corp.</i>, 834 N.E.2d 791, 799 (Ohio 2005) (internal quotation marks omitted); <i>see also Special Visit Ministry, Inc. v. Murphy</i>, 2006 Ohio App. LEXIS 3510.</p>

<u>State</u>	<u>Elements</u>
<b>Oklahoma</b>	<p>“Before a party will be entitled to recover for unjust enrichment . . . there must be enrichment to another coupled with a resulting injustice.”</p> <p><i>N.C. Corff P’ship. v. OXY USA, Inc.</i>, 929 P.2d 288, 295 (Okla. Ct. App. 1996) (internal quotation marks omitted).</p>
<b>Oregon</b>	<p>“[T]he elements of the quasi-contractual claim of unjust enrichment are a benefit conferred, awareness by the recipient that a benefit has been received and, under the circumstances, it would be unjust to allow retention of the benefit without requiring the recipient to pay for it.”</p> <p><i>Summer Oaks Ltd. P’ship v. McGinley</i>, 55 P.3d 1100, 1104 (Or. Ct. App. 2002) (internal quotation marks omitted).</p>
<b>Pennsylvania</b>	<p>“The elements of unjust enrichment are 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.”</p> <p><i>AmeriPro Search, Inc. v. Fleming Steel Co.</i>, 787 A.2d 988, 991 (Pa. Super. Ct. 2001) (internal quotation marks omitted); <i>see also Limbach Co., LLC v. City of Philadelphia</i>, 2006 Pa. Commw. LEXIS 399, **19-20 (2006).</p>
<b>Rhode Island</b>	<p>“To recover . . . for unjust enrichment, a plaintiff must prove three elements. First, a benefit must be conferred upon the defendant by the plaintiff. Second, there must be an appreciation by the defendant of such benefit. Finally, there must be an acceptance of such benefit under such circumstances that it would be inequitable for him to retain the benefit without paying the value thereof.”</p> <p><i>R &amp; B Elec. Co. v. Amco Constr. Co.</i>, 471 A.2d 1351, 1355-56 (R.I. 1984); <i>Narragansett Electric Co. v. Carbone</i>, 898 A.2d 87 (R.I. 2006).</p>

<u>State</u>	<u>Elements</u>
<b>South Carolina</b>	<p>“This Court has recognized quantum meruit as an equitable doctrine to allow recovery for unjust enrichment. . . . [R]ecovery 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 unjust for him to retain it without paying its value.”</p> <p><i>Columbia Wholesale Co. v. Scudder May N.V.</i>, 440 S.E.2d 129, 130 (S.C. 1994).</p>
<b>South Dakota</b>	<p>“In order to establish unjust enrichment, three elements must be proven: (1) a benefit was received; (2) the recipient was cognizant of that benefit; and (3) the retention of the benefit without reimbursement would unjustly enrich the recipient.”</p> <p><i>Mack v. Mack</i>, 613 N.W.2d 64, 69 (S.D. 2000).</p>
<b>Tennessee</b>	<p>“Each case must be decided according to the essential elements of quasi contract, to-wit: A benefit conferred upon the defendant by the plaintiff, appreciation by the defendant of such benefit, and acceptance of such benefit under such circumstances that it would be inequitable for him to retain the benefit without payment of the value thereof.”</p> <p><i>Paschall’s, Inc. v. Dozier</i>, 407 S.W.2d 150, 155 (Tenn. 1966).</p>
<b>Texas</b>	<p>“Recognizing that quantum meruit is founded on unjust enrichment, this court set out the elements of a quantum meruit claim . . . To recover under quantum meruit a claimant must prove that:</p> <ol style="list-style-type: none"> <li>1) valuable services were rendered or materials furnished;</li> <li>2) for the person sought to be charged;</li> <li>3) which services and materials were accepted by the person sought to be charged, used and enjoyed by him;</li> <li>4) under such circumstances as reasonably notified the person sought to be charged that the plaintiff in performing such services was expecting to be paid by the person sought to be charged.”</li> </ol> <p><i>Vortt Exploration Co. v. Chevron U.S.A., Inc.</i>, 787 S.W.2d 942, 944 (Tex. 1990); <i>see also Southwestern Bell Tel. Co. v. Mktg. on Hold, Inc.</i>, 170 S.W.3d 814 (Tex. App. 2005).</p>

<u>State</u>	<u>Elements</u>
<b>Utah</b>	<p>“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 appreciate 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.”</p> <p><i>Desert Miriah, Inc. v. B &amp; L Auto, Inc.</i>, 12 P.3d 580, 582 (Utah 2000) (internal citations and quotation marks omitted).</p>
<b>Vermont</b>	<p>“In order to prevail on a quasi-contract claim, the trial court instructed the jury that plaintiff must prove that (1) a benefit was conferred on defendant; (2) defendant accepted the benefit; and (3) defendant retained the benefit under such circumstances that it would be inequitable for defendant not to compensate plaintiff for its value.”</p> <p><i>Center v. Mad River Corp.</i>, 561 A.2d 90, 93 (Vt. 1989).</p>
<b>Virginia</b>	<p>“A cause of action for unjust enrichment in Virginia rests upon the doctrine that a man shall not be allowed to enrich himself unjustly at the expense of another. Specifically, the moving party must typically demonstrate the existence of: (1) a benefit conferred on the defendant by the plaintiff; (2) knowledge on the part of the defendant of the conferring of the benefit; and (3) acceptance or retention of the benefit by the defendant in circumstances that render it inequitable for the defendant to retain the benefit without paying for its value.”</p> <p><i>Virginia Mun. Group Self-Ins. Ass’n v. Crawford</i>, 66 Va. Cir. 236, 242 (Va. Cir. Ct. 2004) (internal quotation marks omitted).</p>
<b>Washington</b>	<p>“Three elements must be established to sustain an unjust enrichment claim: (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 of the benefit under circumstances that make it inequitable for the defendant to retain the benefit without the payment of its value.”</p> <p><i>U.S. Engine, Inc. v. Roberts</i>, No. 50814-8-I, 2003 Wash. App. LEXIS 2266, at *15 (Wash. Ct. App. Sept. 29, 2003).</p>

<u>State</u>	<u>Elements</u>
<b>West Virginia</b>	<p>“[S]uch a [quantum meruit] claim requires as an element of recovery that the services at issue were performed under such circumstances by the individual seeking recovery that he reasonably expected to be paid for such services by the person sought to be charged.”</p> <p><i>Copley v. Mingo County Bd. of Educ.</i>, 466 S.E.2d 139, 145-46 (W. Va. 1995).</p>
<b>Wisconsin</b>	<p>“In Wisconsin, an action for unjust enrichment, or quasi contract, is based upon 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.”</p> <p><i>Watts v. Watts</i>, 405 N.W.2d 303, 313 (Wis. 1987); <i>Vang v. Vang</i>, 2006 Wisc. App. LEXIS 695.</p>
<b>Wyoming</b>	<p>“The words unjust enrichment concisely state the necessary elements of an equitable action to recover money, property, etc. which good conscience demands should be set over to the [plaintiff] by [the defendant] pursuant to an implied contract between them”</p> <p><i>Merkison v. State</i>, 996 P.2d 1138, 1144 (Wyo. 2000) (internal quotation marks omitted).</p>