

**IN THE COURT OF APPEALS OF IOWA**

No. 8-1038 / 08-0548

Filed April 8, 2009

**DIANNA K. JONES,**  
Plaintiff-Appellee,

**vs.**

**STEVEN J. JONES,**  
Defendant-Appellant,

And KIRBY WALTERS,  
d/b/a WALTERS REAL ESTATE,  
Defendant.

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**STEVEN J. JONES,**  
Counterclaimant,

**vs.**

**DIANNA K. JONES,**  
Defendant to Counterclaim.

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Appeal from the Iowa District Court for Dickinson County, David A. Lester,  
Judge.

Steven Jones appeals from the district court's judgment in favor of Dianna  
Jones on her claim for unjust enrichment. **AFFIRMED.**

Edward W. Bjornstad of Bjornstad Law Office, Spirit Lake, for appellant.

Stephen Avery and Jill M. Davis of Cornwall, Avery, Bjornstad & Scott,  
Spencer, for appellee.

Considered by Mahan, P.J., and Vaitheswaran and Potterfield, JJ.

**VAITHESWARAN, J.**

Steven and Dianna Jones owned a home while they were married. When they divorced, they stipulated that the home would be sold and the proceeds would be divided equally. The district court approved the stipulation and incorporated it into their dissolution decree.

Following the divorce, Dianna moved into an apartment and Steven continued to live in the home. Steven twice refinanced the mortgage, obtaining Dianna's signature on both occasions. The events that followed are the subject of this litigation.

Steven approached Dianna about obtaining a third loan secured by the home. According to Dianna, Steven told her that he would not need to obtain her signature for these loans if she agreed to transfer her interest in the property to him. She maintains that, in exchange for the transfer, he offered to immediately pay her \$1000, which would be deducted from her share of the proceeds when the house was sold. Steven counters that his \$1000 payment was to be the sole consideration for the transfer.

Dianna transferred the home to Steven by warranty deed and received \$1000. Shortly after she signed the deed, Steven sold the house and netted proceeds of \$31,117.86.<sup>1</sup>

Dianna petitioned for a judgment declaring the warranty deed invalid. She later amended the petition to add various causes of action including breach of an express oral contract and unjust enrichment. She sought half the home sale

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<sup>1</sup> Half the sale proceeds were placed in an escrow account pending a resolution of the dispute.

proceeds minus the \$1000 she received, as well as other relief. Steven filed counterclaims that were dismissed after trial and are not at issue on appeal.

The district court concluded that the stipulation on the home sale proceeds that was incorporated into the dissolution decree was “to be interpreted and enforced as a final judgment of the court.” That judgment, the court concluded, remained unsatisfied. The court noted that Dianna chose to enforce her right to the home sale proceeds in a separate action rather than in the dissolution action. The court effectively found this choice of no consequence. The court next determined that of the causes of action Dianna alleged, “the only” viable theory was “the equitable theory of unjust enrichment.” The court concluded that Dianna proved the elements of this theory and, accordingly, was entitled to restitution in the amount of \$14,058.93, which was half the home sale proceeds minus \$1000. This appeal followed.

## ***II. Analysis***

Steven makes the following arguments: (1) “the Court erred as a matter of fact in concluding that the parties did not enter into an agreement in 2003 whereby Dianna transferred to Steven any and all financial interest she had in the property for a price certain”; and (2) “the Court erred in concluding as a matter of law that Dianna was entitled to recover under a theory of unjust enrichment.” We find it unnecessary to address Steven’s first argument because we agree with the district court that Dianna was entitled to recover under her equitable theory of unjust enrichment.

That doctrine means what it says: a person should not be unjustly enriched at the expense of another or receive property or benefits without paying

just compensation. *Credit Bureau Enters., Inc. v. Pelo*, 608 N.W.2d 20, 25 (Iowa 2000), *superseded by statute on other grounds*, Iowa Code § 230.1(3) (Supp. 1999), *as recognized in Tama County v. Grundy County*, 648 N.W.2d 83, 84 (Iowa 2002). To recover, Dianna had to prove: “(1) [Steven] was enriched by the receipt of a benefit; (2) the enrichment was at the expense of [Dianna]; and (3) it is unjust to allow [Steven] to retain the benefit under the circumstances.”<sup>2</sup> See *Department of Human Servs. ex rel. Palmer v. Unisys Corp.*, 637 N.W.2d 142, 154-55 (Iowa 2001).

These elements were essentially undisputed. Specifically, Steven acknowledged that Dianna transferred the real estate to him, he sold the real estate, and he retained the proceeds. Under the dissolution decree, he was only entitled to half the proceeds. Therefore, the district court acted equitably in awarding Dianna the balance of her half of the home sale proceeds.

**AFFIRMED.**

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<sup>2</sup> In *Iowa Waste Sys., Inc. v. Buchanan County*, 617 N.W.2d 23, 30 (Iowa Ct. App. 2000), this court cited a fourth “element”; the absence of an at-law remedy that can appropriately address the claim. The Iowa Supreme Court clarified that this is not a required element of proof, but a “general limitation on the exercise of equity jurisdiction . . .” *Department of Human Servs. ex rel. Palmer v. Unisys Corp.*, 637 N.W.2d 142, 155 n.2 (Iowa 2001). The court stated, “[N]o independent principle exists that restricts restitution to cases where alternative remedies are inadequate.” *Id.* (citation omitted).