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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A21-1427**

Paul Herlache,
Respondent,

vs.

Amy Rucks,
Appellant.

**Filed July 5, 2022
Affirmed in part, reversed in part, and remanded
Larkin, Judge
Concurring in part, dissenting in part, Smith, Tracy M., Judge**

Dakota County District Court
File No. 19HA-CV-19-3831

Daniel S. McGrath, Steingart & McGrath, PA, Edina, Minnesota (for respondent)

Susan Dickel Minsberg, St. Paul, Minnesota (for appellant)

Considered and decided by Connolly, Presiding Judge; Larkin, Judge; and Smith,
Tracy M., Judge.

NONPRECEDENTIAL OPINION

LARKIN, Judge

Respondent and appellant were in a romantic relationship that lasted several years. During that time, respondent lived in appellant's home and made significant financial contributions to help appellant pay for improvements to the home. After the relationship ended and respondent moved out of appellant's home, he sued appellant for unjust

enrichment, seeking to recover the amount of his financial contributions. He also brought a claim for replevin, seeking the return of an engagement ring he had given appellant. After a court trial, the district court entered judgment in favor of respondent on both claims and awarded him more than \$300,000 in damages. Appellant challenges that judgment on appeal, arguing that respondent presented insufficient evidence to prove the damages award. We reverse the district court's award of damages on respondent's unjust-enrichment claim. But we affirm the district court's award of damages on respondent's replevin claim.

FACTS

Appellant Amy Rucks challenges the district court's judgment in favor of respondent Paul Herlache on his claims for unjust enrichment and replevin. The judgment followed a three-day court trial. A summary of the district court's posttrial findings of fact follows.

At the time of the underlying events, Rucks was employed as a regional manager for Medtronic, earning \$350,000 to \$500,000 per year, and she had a benefits package that included preferred stock and stock options. Herlache was employed as a construction estimator, earning approximately \$110,000 per year.

In 2012, Rucks and Herlache met and began dating. At that time, Rucks owned a home in the city of Sunfish Lake, which she had purchased in 2011. Herlache eventually moved in with Rucks at the Sunfish Lake home and paid \$1,000 per month for rent. He was never added to the title of the house. The parties became engaged in 2013, and Herlache purchased a \$24,500 engagement ring for Rucks.

Shortly after Rucks purchased the Sunfish Lake home, she discovered problems with its well and septic system. There was sand in the plumbing system, which caused damage to the plumbing system, appliances, and lower levels of the house. Rucks sued the sellers and realtors, and the parties eventually settled. In September 2012, Herlache gave Rucks a cashier's check for \$30,750 to cover the costs of fixing the well. Rucks used the funds to cap the old well and install a new well. She used some of the remaining funds to buy an elliptical exercise machine.

Rucks had planned to renovate the Sunfish Lake home before she met Herlache, and she and Herlache pursued those plans after the issues with the well were resolved. Rucks hired Kressman Homes to complete the renovation project. Herlache had concerns about Kressman, but he agreed to assist Rucks as a project manager. He helped prepare a contract for Kressman's services and paid \$15,000 as a down payment. He did not sign the contract, but he was listed as a homeowner.

In 2014, the parties opened a joint checking account to fund the renovation project, and Herlache deposited \$150,500 into the account. Rucks later deposited money into the account as well. Rucks maintained control of the joint account, and she wrote almost all of the checks on the account. Some of those checks paid for expenses associated with the Kressman contract and renovation project. Rucks also used some of the funds in the joint account to pay for a new furnace, IT expenses, and legal fees. Herlache gave Rucks additional funds and also paid more than \$50,000 directly to vendors and contractors working on the house.

As Kressman worked on the renovation project, the parties noticed problems with the quality of Kressman's labor and materials. They eventually hired another contractor to finish the project and proceeded to arbitration against Kressman. Herlache played a large role in the arbitration proceeding, and he paid \$495.40 as a deposit with the law firm who represented them in the arbitration. The parties were awarded over \$100,000 in damages, but the award was uncollectible. Rucks filed an application for funds under the Minnesota Department of Labor and Industry (DOLI) Contractor Recovery Fund and received \$43,764.18 in November 2018. She also received a refund of \$2,125 from the American Arbitration Association (AAA) in August 2017.

In the summer of 2017, Rucks asked Herlache to move out of the Sunfish Lake home. A few months later, Herlache moved to Colorado. In August 2018, Rucks returned the engagement ring to the jewelry store from which it had been purchased and received a watch, a diamond bracelet, and a diamond ring in exchange. The jewelry store valued the engagement ring at \$20,425. In December 2018, Rucks told Herlache that she was no longer interested in a relationship. When Herlache asked Rucks to return the engagement ring during a phone call, Rucks hung up on him.

In 2019, Herlache commenced this action against Rucks, suing for unjust enrichment, constructive trust, replevin, and quantum meruit. He alleged that he was entitled to reimbursement for the cash, labor, and materials that he contributed to improve the house. As for the replevin claim, Herlache maintained that, because the engagement ring he gave Rucks was conditioned on marriage between the parties, he was entitled to either possession of the ring or its cash value.

After Herlache commenced this action, Rucks decided to sell the house. She signed a purchase agreement in January 2020 for \$1.2 million, and the sale closed in April 2020. Her net proceeds from the sale were \$806,703.22. Herlache amended the complaint to dismiss the claim for constructive trust and to add a claim for money had and received, based in part on the proceeds Rucks received from the sale of the house, the rebate from AAA, and the payment from the DOLI Contractor Recovery Fund.

The district court ruled in favor of Herlache. It determined that Rucks would be unjustly enriched if she retained the benefits of Herlache's financial contributions, which improved the Sunfish Lake home and increased the home's resale value. It concluded that Herlache was entitled to recover the money that he contributed to fix the well, that he deposited in the joint account, that he directly paid to Rucks, that he paid to vendors and subcontractors, and that he paid for the arbitration deposit, less his rent payments. Based on that calculation, the district court awarded Herlache \$282,736.02 in unjust enrichment damages. As to the replevin claim, the district court determined that Herlache was entitled to the return of the engagement ring, but that Rucks had already exchanged it for other jewelry. Accordingly, the court concluded that Rucks was liable for the value of the watch, diamond bracelet, and diamond ring that she received in exchange for the engagement ring.

Rucks appeals.

DECISION

On appeal from judgment after a court trial, we determine “whether the evidence sustains the findings of fact and whether the findings sustain the conclusions of law and judgment.” *Roberts v. Brunswick Corp.*, 783 N.W.2d 226, 230 (Minn. App. 2010), *rev.*

denied (Minn. Aug. 24, 2010). We defer to the district court’s findings of fact unless they are clearly erroneous, but we do not defer to the district court on purely legal questions. *Friend v. Gopher Co.*, 771 N.W.2d 33, 37 (Minn. App. 2009).

I.

Rucks contends that the district court erred in awarding damages to Herlache on his claim for unjust enrichment. “Unjust enrichment is an equitable doctrine that allows a plaintiff to recover a benefit conferred upon a defendant when retention of the benefit is not legally justifiable.” *Caldas v. Affordable Granite & Stone, Inc.*, 820 N.W.2d 826, 838 (Minn. 2012). To establish a claim for unjust enrichment, a party “must show that the defendant has knowingly received or obtained something of value for which the defendant in equity and good conscience should pay.” *Id.* (quotation omitted). A claim for unjust enrichment does not exist simply because the defendant benefitted from the plaintiff’s efforts; rather, the defendant must be “unjustly enriched in the sense that the term ‘unjustly’ could mean illegally or unlawfully.” *First Nat’l Bank of St. Paul v. Ramier*, 311 N.W.2d 502, 504 (Minn. 1981). Minnesota courts have extended unjust enrichment to apply if a defendant’s retention of a benefit is “morally wrong.” *Schumacher v. Schumacher*, 627 N.W.2d 725, 729 (Minn. App. 2001).

Rucks does not contest the district court’s determination that she was unjustly enriched, that is, that she received a benefit from Herlache’s efforts and that it would be morally wrong for her to retain that benefit. Instead, Rucks challenges the district court’s calculation of damages. “In general, recovery for unjust enrichment is based upon what the person enriched has received rather than what the opposing party has lost.” *Anderson*

v. DeLisle, 352 N.W.2d 794, 796 (Minn. App. 1984), *rev. denied* (Minn. Nov. 8, 1984). Here, the parties dispute the proper way to measure the value of the benefit that Rucks received. Herlache asserts that the value is the amount of the cash payments that he made to or on behalf of Rucks for expenses related to her home. Rucks counters that the value of the benefit is the increased value of the Sunfish Lake home resulting from Herlache's contributions.

Specifically, Rucks argues that Herlache had to prove that the value of the Sunfish Lake home increased as a result of his contributions. Rucks further argues that Herlache failed to meet that burden of proof and that his claim for unjust enrichment therefore fails as a matter of law. Rucks relies on this court's decision in *Marking v. Marking*, 366 N.W.2d 386 (Minn. App. 1985). In *Marking*, the plaintiffs lived in a mobile home on a farm owned by the defendants, and they made improvements to the farm over the course of a couple years. 366 N.W.2d at 387. After the defendants sold the farm, which included the improvements that the plaintiffs had made, the plaintiffs brought a claim for quasi contract to recover their labor and material costs for the improvements. *Id.* The district court granted summary judgment to the defendants, and this court affirmed. *Id.* at 388. This court stated, "When dealing with investments to real property, a plaintiff must present evidence that the investments added to the value of the land." *Id.* at 387. Because the plaintiffs submitted only evidence of their expenses, and did not submit evidence showing that their expenses increased the value of the farm, they failed to show that the defendants had received a benefit, and their claim failed. *Id.*

Rucks also points to a more recent unpublished decision by this court, *Neilands v. Perry*, which does not cite *Marking* but uses much of the same reasoning. No. A19-1487, 2020 WL 1983312, at *3 (Minn. App. Apr. 27, 2020). Although *Neilands* is not precedential authority, it has persuasive value because it is similar to this case and there are few cases that involve unjust enrichment in the real estate context. See *Dynamic Air, Inc. v. Bloch*, 502 N.W.2d 796, 800 (Minn. App. 1993) (stating that unpublished opinions of the court of appeals, now designated as nonprecedential opinions, are not precedential but may have persuasive value). We therefore consider the decision.

Neilands involved a couple who lived together for many years but never married. 2020 WL 1983312, at *1. During their relationship, both parties used their labor and resources to develop a farm on which they resided and to expand a business that the defendant operated. *Id.* The plaintiff brought a claim for unjust enrichment to recover the value of his labor and resources. *Id.* This court affirmed the district court’s grant of summary judgment to the defendant on that claim. *Id.* at *3. This court emphasized that “it is well-established that recovery in unjust enrichment is limited to the amount by which the other party was enriched—not the amount of the claimant’s loss.” *Id.* at *2. Even though the plaintiff presented evidence that the farm and business had increased in value, his unjust-enrichment claim failed because he did not submit evidence showing that the increased value resulted from his contributions. *Id.* at *3.

Herlache agrees that the rule from *Marking* applies if a claim for unjust enrichment is based on improvements to real estate. But he insists that his contributions were *not* investments in real estate. He argues, “Herlache’s financial contributions were never an

investment in real estate. [He] believed that he was investing in his relationship with Rucks. He did so by providing funds to Rucks, which she used as she deemed fit.” Herlache distinguishes *Marking* and *Neilands* on the basis that the plaintiffs in those cases directly made the improvements to the property, whereas he made cash payments to Rucks.

This court has emphasized that the recovery for unjust enrichment is based on what the enriched person has received, and not on what the opposing party has lost. *Anderson*, 352 N.W.2d at 796. The rule from *Marking* and this court’s nonprecedential opinion in *Neilands* are consistent with that principle. We therefore conclude that the correct measure of damages for Herlache’s unjust-enrichment claim is not the amount of his financial contributions to or on behalf of Rucks. To recover damages on his unjust-enrichment claim, Herlache had to prove that his contributions increased the value of Rucks’s Sunfish Lake home, as well as the amount of that increase.

Instead of submitting evidence showing the extent to which his contributions increased the value of the Sunfish Lake home, Herlache argued throughout trial that the proper measure of the unjust benefit to Rucks was the amount of the cash payments he made to improve the Sunfish Lake home. Herlache maintained that position even though Rucks raised the issue of the proper damage measure in a pretrial memorandum and again after Herlache’s case in chief, when she moved for judgment as a matter of law based on Herlache’s failure to present evidence that his payments increased the value of the Sunfish Lake home. In opposing the motion, Herlache argued that the correct measure of damages was the cash value of payments that he had made to Rucks or to third parties for home-related expenses, and not the resulting increased value of the Sunfish Lake home. In sum,

despite Rucks's arguments regarding the proper measure of damages, Herlache chose not to present evidence showing that his contributions increased the home's value.

Based on our review of the record, we conclude that the evidence was insufficient to establish that the Sunfish Lake home increased in value in an amount equal to or greater than the amount of Herlache's contributions to the home, as calculated by the district court. The evidence was also insufficient to establish the extent to which any increase in value was attributable to Herlache's contributions. Because there was insufficient evidence to support the district court's award of damages for unjust enrichment, we reverse the district court's judgment on that claim. We recognize that this decision may seem harsh to Herlache, but we are obligated to follow the law as we understand it.

II.

Rucks contends that the district court erred by awarding damages to Herlache on his replevin claim. Replevin is "the appropriate means to recover possession of personal property" and "to determine the right of possession of personal property or the title thereto." *Storms v. Schneider*, 802 N.W.2d 824, 827 (Minn. App. 2011) (quotations omitted), *rev. denied* (Minn. Oct. 26, 2011). Herlache brought a replevin claim to recover possession of the engagement ring he had purchased for Rucks. An engagement ring is a conditional gift in contemplation of marriage, which must be returned to the donor if the parties abandon their plan for marriage. *Benassi v. Back & Neck Pain Clinic, Inc.*, 629 N.W.2d 475, 477 (Minn. App. 2001), *rev. denied* (Minn. Sept. 11, 2001).

In a replevin case, judgment "may be for the possession or the value thereof in case possession cannot be obtained." Minn. Stat. § 548.04 (2020). "[W]here the prevailing

party is not in possession of the property, judgment must be entered in the alternative for the possession of the property or for its value where recovery is not possible.” *Bogestad v. Bothum*, 79 N.W.2d 371, 375 (Minn. 1956). If the property cannot be recovered, the measure of damages typically is “the fair, reasonable market value of the goods at the time of the taking, plus interest.” *Schmalz v. Maxwell*, 354 N.W.2d 549, 552 (Minn. App. 1984). Fair market value is defined as “[t]he price that a seller is willing to accept and a buyer is willing to pay on the open market and in an arm’s-length transaction.” *Black’s Law Dictionary* 1865 (11th ed. 2019). If a defendant refuses to allow the property to be examined, thereby preventing a plaintiff from determining its value, the defendant “may be held liable for the value of the best quality of such goods.” *Schmalz*, 354 N.W.2d at 552. “In proving damages all that is required is that credible evidence is sufficient to enable the court to make a fair and reasonable estimate.” *Id.*

In this case, Herlache is unable to obtain possession of the engagement ring because Rucks traded the ring for other jewelry. The district court concluded that, because Rucks had exchanged the ring for other items, the “equitable remedy” was for Rucks to pay Herlache the value of the watch, diamond bracelet, and diamond ring “at the time they were exchanged in August 2018.” Rucks argues that the district court erred because the proper measure of damages was the current value of the engagement ring. She further argues that because Herlache did not present evidence to prove the current value of the ring, the damages award should be reversed.

Herlache submitted a receipt from August 2018 showing that when Rucks returned the engagement ring to the jewelry store where it was purchased, the store valued the ring

at \$20,425. That receipt was credible evidence of a fair and reasonable estimate of the price that a seller was willing to accept and a buyer was willing to pay for the engagement ring. Thus, that receipt was sufficient to establish the fair market value of the engagement ring. And because the receipt valued the jewelry that Rucks received in exchange for the engagement ring at approximately \$20,425, the district court's award on the replevin claim is consistent with the fair market value of the engagement ring.

Rucks argues that evidence showing the retail price of the jewelry that she received in exchange for the engagement ring is not probative because retail value is not the same as market value. She posits that Herlache needed to provide expert testimony regarding the current market value. Even though the ring was unavailable to Herlache, Rucks claims that an expert could have relied on an appraisal of the ring from January 2014, which described the ring in detail.

We are not persuaded. First, the damages measure is not the "current" market value of the ring; it is the fair market value "at the time of the taking." *Id.* (stating the measure is "the fair, reasonable market value of the goods at the time of the taking, plus interest"). Here, the time of the taking is the point at which Rucks traded the engagement ring for other jewelry, thereby making the ring unavailable to Herlache. Moreover, even if a ring's retail value may not be the same as its market value, Herlache was required to show a fair and reasonable estimate of the ring's market value, not an exact valuation. Thus, we disagree that expert testimony was necessary to establish the ring's fair market value.

In sum, the August 2018 receipt showing the value of the jewelry that Rucks received in exchange for the engagement ring is sufficient evidence of the fair market value

of the engagement ring at the time of the taking. We therefore affirm the district court's judgment on the replevin claim.

In conclusion, we remand to the district court for an amended judgment for Herlache in the amount of \$20,425 consistent with this opinion.

Affirmed in part, reversed in part, and remanded.

SMITH, TRACY M., Judge (concurring in part, dissenting in part)

I concur in section II of the majority opinion but dissent from section I. Because I believe that the evidence is sufficient to support the district court's award of unjust-enrichment damages, I would affirm the district court entirely.

I add the following facts to those cited by the majority. In 2011, before she met respondent Paul Herlache, appellant Amy Rucks purchased her Sunfish Lake home with the intention of renovating and upgrading it. She secured bids from a couple of contractors to remodel the kitchen. As described in the majority opinion, after Rucks and Herlache met and became romantically involved, Rucks remodeled the home and Herlache made financial contributions directly to or on behalf of Rucks. Over their time together, Herlache made several requests that Rucks enter into a written agreement to memorialize the financial contributions that he was making and inquired about adding him to the title of Rucks's house, but Rucks never did.

In June or July 2017, after several years of living together and engagement, Rucks told Herlache that she needed space and asked him to move out, which he did. Because his financial situation was strained, he had limited housing options. In October 2017, he accepted a job in Colorado with a new employer that covered his moving costs and living expenses. On the day before he moved to Colorado, Herlache approached Rucks about repayment because of his strained financial situation. Rucks wrote him a check for \$1,500 to cover his costs for product to seal the basement foundation wall of Rucks's house.

In August 2018, Rucks traded in her engagement ring for other jewelry. In December 2018, Rucks told Herlache that she was no longer interested in working on the

relationship, that she had pulled together her financial calculations, and that she had retained counsel. In a phone call later that month, Rucks asked that all future communication between Herlache and her be conducted via email or through her attorney. Herlache asked Rucks to return the engagement ring, and Rucks hung up. In March 2019, Herlache wrote Rucks's attorney, requesting the ring back. The attorney responded, indicating that Rucks disputed Herlache's valuation of the ring and that Rucks wanted a "global resolution of all financial issues."

In April 2020, Rucks closed on the sale of her house—which sold for \$1.2 million—and received net proceeds of \$806,703. At that time, she had had exclusive use of the remodeled home for two-and-one-half years. She also had the benefit of increased value of her Medtronic stock, which she was able to retain because of Herlache's contributions to her. Rucks also received \$43,764 from the Minnesota Department of Labor and Industry (DOLI) Contractor Recovery Fund and \$2,125 from the American Arbitration Association (AAA). In addition, Herlache had paid money directly to or on behalf of Rucks totaling \$282,736 (after subtracting \$59,000 for rent and the \$1,500 that Rucks paid him when he was moving to Colorado). Following trial, the district court awarded Herlache \$282,736 as unjust-enrichment damages.

"Unjust enrichment is an equitable doctrine that allows a plaintiff to recover a benefit conferred upon a defendant when retention of the benefit is not legally justifiable." *Caldas v. Affordable Granite & Stone, Inc.*, 820 N.W.2d 826, 838 (Minn. 2012). "To establish an unjust enrichment claim, the claimant must show that the defendant has knowingly received or obtained something of value for which the defendant 'in equity and

good conscience' should pay." *ServiceMaster of St. Cloud v. GAB Bus. Servs., Inc.*, 544 N.W.2d 302, 306 (Minn. 1996) (quoting *Klass v. Twin City Fed. Sav. & Loan Ass'n*, 190 N.W.2d 493, 494-95 (Minn. 1971)).

The district court explained its award of unjust-enrichment damages as follows:

Based upon the circumstances, [Rucks] would be unjustly enriched if she retained the benefits of [Herlache's] direct and indirect payments made to her and on her behalf. [Herlache] has provided evidence that he contributed substantial sums of money which inured to her benefit. The sums [Herlache] provide[d] [Rucks] improved [Rucks's] home during the time she lived in the home and improved the resale value once the home was sold. [Herlache's] outright payment sum for the well, the sum contributed to a joint account used almost exclusively by [Rucks], direct payments to [Rucks], payments to vendors and subcontractors, and the amount paid for the arbitration deposit are all recoverable. The amount [Herlache] may recover is reduced by the amount of rent as rent was included in the amount of direct payments to [Rucks]. The parties agreed [Herlache] would pay rent and, as a result, rent is unrecoverable. The amount is further reduced by the \$1,500 amount [Rucks] paid [Herlache] . . . prior to [Herlache] leaving for his new job.

In my view, the district court did not err. Unjust enrichment is an equitable doctrine. *Caldas*, 820 N.W.2d at 838. A district court that weighs the equities and "ma[kes] its decision based on factual findings that it was uniquely well-suited to make" is entitled to deferential review of its equitable determinations. *See Melrose Gates, LLC v. Moua*, 875 N.W.2d 814, 822 (Minn. 2016). The district court determined that Rucks unjustly benefited from Herlache's substantial financial contributions, but it also determined that, in fairness, Rucks should be responsible for \$59,000 as rent. In my view, the district court balanced the equities and acted within its discretion in awarding equitable relief.

The majority concludes that the evidence is insufficient to support the district court's award. It reasons that the unjust benefits that Rucks received must be measured by an increase in the value of her home specifically attributable to Herlache's contributions and that Herlache did not present evidence of such an increase. The majority relies on the precedential decision of *Marking v. Marking*, 366 N.W.2d 386 (Minn. App. 1985). In my view, the evidence is sufficient to establish the benefits that Rucks received and *Marking* does not compel a different result.

In *Marking*, Roger and Nancy Marking moved their mobile home onto a farm owned by Roger's parents after his father indicated that someday Roger could purchase the farm. 366 N.W.2d at 387. Roger and Nancy constructed a basement under, and made some other improvements near, their mobile home. *Id.* After Roger and Nancy lived on the farm for two years, Roger's parents sold the farm to someone else. *Id.* Roger and Nancy moved their mobile home off the farm and sued his parents for their costs for the basement and other improvements. *Id.* On a motion for summary judgment, Roger and Nancy submitted only their expenses in making the improvements. *Id.* The district court granted summary judgment to the parents, and we affirmed, concluding that Roger and Nancy did not meet their burden of showing that a benefit was conferred on the parents, noting the absence of an appraisal showing an increase in value of the property and the absence of evidence from the purchaser that he paid more because of the improvements. *Id.* at 387-88.

In *Marking*, nonowners made improvements to the owners' property under and around the nonowners' mobile home. They did not give money to the owners for the owners to make those improvements. The nonowners then sought repayment without showing any

benefit to the owners from their work. Here, in contrast, the owner made renovations to her own property. Rucks planned to remodel and upgrade her home even before she met Herlache. After she and Herlache became romantically involved, Rucks entered into contracts to renovate her home. She accepted and used money from Herlache to pay for renovations and other expenses associated with her home, and she agreed to his making some payments directly to vendors and subcontractors. Rucks does not dispute that she was unjustly enriched; she challenges only the amount of the award. In my view, it is reasonable to find that the benefit conferred on Rucks was that she did not need to spend her own money to make her desired renovations to her home, and it is reasonable to measure that benefit by the amount of money that Herlache contributed to Rucks and that Rucks spent for that purpose.¹ I would affirm.

¹ In addition, as noted above, the district court found that the sums that Herlache provided Rucks “improved the resale value once the home was sold.” While there may not have been evidence of precisely what the house would have sold for absent the repairs and renovations that were funded in substantial part by Herlache, the evidence that Rucks netted over \$800,000 from the sale of her home for \$1.2 million after nine years of ownership supports the finding that the improvements improved the resale value of the home. Also, some of Herlache’s financial contributions were for legal fees and arbitration costs in connection with Rucks’s dispute with her contractor—expenses that yielded payments to Rucks from the DOLI Contractor Recovery Fund and AAA. Legal fees and arbitration costs would not have contributed to the resale value of Rucks’s home, but the benefit received by Herlache is evident.