Defense Verdict – Unjust Enrichment

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Barnstable Superior Court – Jury Reaches Defense Verdict in Unjust Enrichment Case

This case arose from the breakdown of an intimate and business relationship between an auto-mechanic and his girlfriend who worked together at his auto repair business and who lived together in a home owned by her parents. The auto-mechanic and his business were the plaintiffs. The girlfriend and her parents were the defendants. The plaintiffs brought 26 claims against the defendants. Dawn Piccirilli of Boyle Shaughnessy Law tried the case on behalf of the defendants, and she was assisted at trial by Michael O'Loughlin of Boyle Shaughnessy Law. The case was tried before Judge Callan in Barnstable County.

The plaintiff claimed that the defendants promised that if the plaintiff performed excavation and construction work at the property in furtherance of a renovation project that included the construction of an addition on the home and of a three-car garage, he would be permitted to relocate his business to the property, operate it there out of the newly constructed garage, and to purchase the property once the renovation was complete. The plaintiff further claimed that he would be permitted to purchase the property for the amount the property was initially purchased by the parents. The plaintiff claimed further that he performed extensive excavation and construction work at the property for a period of approximately two and a half years and that he was then thrown off the property, without any compensation for the work performed, in breach of their agreement, and resulting in the defendants being unjustly enriched. In addition, he claimed that the girlfriend stole money from his business and kept the plaintiff's personal property. The plaintiffs' claims against the defendants included breach of fiduciary duty, interference with advantageous business relationship, money had and received, deceit, conversion, breach of contract, quantum meruit/implied in fact contract, and unjust enrichment.

With his trial testimony, in addition to describing the extensive work he claimed to have performed in furtherance of the renovation project, the plaintiff introduced a new theory of his contractual relationship between the parties. For the first time, plaintiff ceased attempting to blur the various actions he took at the property into one ongoing project and divided it into two distinct projects, arguing that the first project was to address a water infiltration problem in the basement, that the parents approved the project, and that his work in completion of the project solved the water infiltration problem to the defendants' benefit.

Attorney Piccirilli, through cross-examination of the plaintiff, was able to highlight the inconsistencies of the plaintiff's testimony with the evidence, and to impeach him with his prior

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deposition testimony thereby calling his credibility into question. In addition, Attorney Piccirilli showed the jury videos of the plaintiff operating an excavator in pools of muddy water on the property. While the plaintiff attempted to provide justification of this conduct, asserting he was testing the integrity of the substrate to see if the excavator would get stuck, the Jury saw the video, heard the plaintiff swearing and laughing while splashing the excavator bucket into the mud, and heard his deposition testimony through impeachment where he testified that he was simply "playing in the mud".

While plaintiff counsel called the parent defendants in his case-in-chief, Attorney Piccirilli offered evidence through examination of the parents that the plaintiff had performed the majority of the work at their property without their knowledge, and thus without their permission. In addition, the parents testified that the early removal of trees, tree stumps, shrubs, and grass, was in an area of the property that encroached wetlands, resulting in the issuance of a seize and desist order from the Conservation Commission and in the need for remediation work to remedy the destruction the plaintiff had caused. Further, because plaintiff counsel offered in evidence a no trespass notice requested by the parent defendants to demonstrate that the parents had purportedly thrown the plaintiff off the property, Attorney Piccirilli successfully argued that plaintiff counsel "opened the door" allowing her to explore through questioning of the parents why they had requested the no trespass notice. As the result, the Jury heard evidence that the plaintiff had voluntarily left the property a week before and then returned to break into the property, necessitating the issuance of the no trespass notice.

In the defendants' case, Attorney Piccirilli offered evidence through the daughter defendant that the plaintiff's work on the property was not a solution to the alleged water infiltration problem, but rather the cause, undermining the plaintiffs' new theory and supporting that his early work on the property was of no benefit to the defendants. In addition, Attorney Piccirilli offered evidence through the daughter defendant of the value of her parents' offerings to the plaintiff, which included allowing him to reside on their property rent free, supporting that the plaintiff benefited from the defendants, not the reverse. Further, Attorney Piccirilli relied on an expert, a civil engineer, to testify regarding the conditions of the property before the plaintiffs' involvement, the lack of connection between the plaintiff's early work and the planned renovation, the harmful effects of plaintiff's early work on the property, and most importantly, that the plaintiff did not do anything of benefit for the defendants. The expert also gave context to the remediation work, explaining to the Jury what the Conservation Commission required be done, and how it sought to undo the work the plaintiff had performed.

Over the course of the trial on motion by the defendants and during evidentiary hearings, several of the plaintiffs' claims were dismissed by the Court. Of the 26 claims initially pled by the plaintiffs, only two – quantum meruit and unjust enrichment – reached the Jury.

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After a two-and-a-half-hour deliberation, the Jury returned a Defense Verdict, with all 14 Jurors deciding unanimously for the defense.

Michael O'Loughlin of Boyle Shaughnessy Law assisted Attorney Piccirilli with trial preparation, pre-trial motions, arguing the motion for directed verdict at the close of the plaintiff's case, and with digital publication of the evidence during witness testimony.

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