STATE OF NEW YORK: COUNTY OF ERIE
SUPREME COURT

JASON DIETERLE,

Plaintiff,

v.

DECISION
INDEX NO: 812064/2024

[redacted]

Defendant.

WEINMANN, J.

In this tragic tale of unrequited love, plaintiff sues his former fiancée for return of a precious engagement ring, in addition to $120,000 in monetary damages.

The facts are not complicated. The former couple were together and engaged for approximately eight years. Midway through the relationship, they moved in together, along with plaintiff's two children, into defendant's recently-purchased house in Akron, New York. The home was in defendant's name and defendant paid the mortgage. At about the same time, plaintiff added defendant to his bank account as a joint account holder. The account balance was approximately $40,000 from the recent sale of plaintiff's home. From that account, the plaintiff paid off personal debts, loans from his parents, and child support. Defendant used the same account to pay for household groceries, gas, and holiday gifts. Both were

aware of each other's withdrawals from the account, but now disagree as to any imbalance in their withdrawals.

Eight years of pre-wedding bliss came to a crashing halt on Sunday, October 8, 2023, when the Buffalo Bills lost to the Jacksonville Jaguars by only five points. According to the Village of Akron police report (NYCEF #10), police responded to a violent domestic dispute. Police arrived to find the defendant standing in the driveway with her shirt covered in blood. Plaintiff's 74 year-old father was sitting in the garage with several face lacerations and blood dripping down his face. Defendant and her then soon-to-be father-in-law reported that the plaintiff had been in an uncontrolled rage fueled by alcohol and drug use earlier in the day. When the Bills lost, he became irate and began destroying items around the house. The police entered and approached the plaintiff inside the house, whereupon plaintiff lunged at the officers with hands raised and fists clenched. The officers subdued the plaintiff and placed him under arrest (id).

Plaintiff's father had been called to the house earlier in the day by defendant to help calm down the plaintiff. The report indicated that the plaintiff became verbally abusive toward his stepmother. Plaintiff told his father that he was going to kill him, whereupon the plaintiff attacked his father and the two men began fighting.

Next, defendant tried to stop plaintiff and he punched her in the back of the head four times, and then grabbed her by the throat, seriously injuring her. Plaintiff then struck his father in the face, causing several

face lacerations. The police arrested the plaintiff on several charges and transported him to ECMC.

Upon plaintiff's conviction for various charges in Newstead Town Court, the defendant was granted an order of protection against plaintiff effective for the following two years.

It comes as no surprise to anyone that the engagement ended on the day of the assault, October 8, 2023. The plaintiff removed his possessions from the home and moved out, buying a new house a little farther away, but still in the same town.

Less than a year later, plaintiff sued the defendant seeking reimbursement of $80,000 for repairs and upgrades he allegedly performed on defendant's home while living there with his two kids and defendant during the preceding four years; return of approximately $40,000 that had once been in the joint checking account; and of course, return of the engagement ring or $5300 to cover its cost.

Defendant moved for a pre-answer dismissal.

On a motion to dismiss pursuant to CPLR 3211(a)(1) and (a)(7), the criteria are whether plaintiff has a valid cause of action, and whether there is any documentation to refute the allegations to dismiss (Leon v. Martinez, 84 NY 2d 83 [1994]; Marone v. Marone, 50 NY2d 481 [1980];

Goshen v. Life Ins. Co. of NY, 98 NY2d 314 [2002]; Fontanetta v. John Doe 1, 73 AD3d 78 [2d Dept. 2010]).

Applying the statute to the facts at bar, plaintiff has failed to state a valid cause of action, and further, although accepted as true, submitted no documentary evidence concerning any home repairs to defendant's house, or any valuation concerning the alleged home repairs.

In particular, however, the Plaintiff's two claims of unjust enrichment and quantum meruit are equitable, rather than legal claims. "The essential inquiry in an action for unjust enrichment... is whether it is against equity and good conscience to permit the defendant to retain what is sought to be recovered (citations omitted). Such a claim is undoubtedly equitable and depends upon broad considerations of equity and justice (citations omitted). Generally, courts will look to see if a benefit has been conferred on the defendant...and whether the defendant's conduct was tortious or fraudulent" (citations omitted) (Paramount Film Dist. Corp. v. State of New York, 30 NY2d 415 [1972]). "In order to sustain an unjust enrichment claim, a plaintiff must show that (1) the other party was enriched; (2) at [the plaintiff's] expense; and (3) that it is against equity and good conscience to permit [the other party] to retain what is sought to be recovered" (citation omitted) (E.J. Brooks Co. v. Cambridge Security Seals, 31 NY3d 441,455 [2018]; Citibank N.A. v. Walker et al., 12 AD3d 480 [2d Dept. 2004]).

Further, to make out a claim for quantum meruit, a claimant must establish (1) The performance of the services in good faith; (2) The acceptance of the services by the person to whom they are rendered; (3)

an expectation of compensation therefore; and (4) the reasonable value of the services ([emphasis added] [citation omitted] Bauman Assoc. Inc. v. H & M Int'l. Transport, 171 AD2d 479 [1st Dept. 1991]).

At bar, plaintiff's affidavit claims he performed the following uncompensated services while living with the defendant-fiancée: Landscaping; Seeding; Removal of trees and stumps; Garden maintenance; Window restoration; Garage restoration; Painting; Fireplace Restoration; Living room and kitchen ceiling repair; Installation of lighting and dining room flooring; Staircase restoration; Bathroom repair; Plumbing and closet repair. However, plaintiff has supplied no receipts, no invoices, no timesheets, and no records at all. The claim for $60,000 appears to be pulled out of thin air. It is indisputable that plaintiff is neither a general contractor nor repairman nor handyman. Where is the evidence for the repairs? Where is the proof? When it comes to unjust enrichment of defendant, what if any "benefit" has been conferred on her? Either it is in the nature of general home repairs, or the lack of any rent payments by defendant for himself and his two children is equitable compensation for home repairs and chores during four years of living together under the same roof. And when it comes to quantum meruit, there has been no allegation or even proof of an expectation of compensation as required by Bauman (supra).

Turning to the joint bank account, the account is a joint bank account with right of survivorship (NYSCEF #9). New York Banking Law Section 675 provides that where, as here, the bank account names two persons on the account as "joint" with a right of survivorship, the deposits and any additions thereto become the property of both as joint tenants and "may be paid or delivered to either" during the lifetime of both. This is in

contrast to a "convenience" account, in which the other person named on the account retains title to neither the deposits nor right of survivorship (New York Banking Law Section 678).

Since the bank account was "joint," with a right of survivorship on the account, the account is a joint tenancy account. Defendant had every legal right to use the account, even if it were for her exclusive personal use, which it evidently was not.

Plaintiff voluntarily put defendant on the account. The customer copy of the bank form shows that plaintiff placed defendant on the account as a joint owner with a right of survivorship (NYCEF #9). They both used the account jointly and individually as they both had a legal right to do. Accordingly, plaintiff has no colorable claim of unjust enrichment with respect to any alleged lopsided withdrawals from the joint bank account.

Last, insofar as unjust enrichment and quantum meruit are concerned, the Court of Appeals has held that when it comes to unmarried couples living together, there is no right to receive compensation under an implied contract for services rendered (Moors v. Hall, 43AD2d 336 [2d Dept. 1988] citing Marone v. Marone, 50 NY2d 481 [1980]). Accordingly, the plaintiff's conclusory statements and allegations fall flat when it comes to both unjust enrichment and quantum meruit.

Finally, turning to the ultimate symbol of love and happiness, which has now unceremoniously been sucked out of the equation, is the question of what to do with the engagement ring.

Previously referred to as "the heart balm statute," the New York Legislature revised the applicable law, NY Civil Rights Law 80-b, in 1965. After years of legal turmoil concerning the status of engagement rings after an engagement has dissolved, the Legislature set a brand new standard. Under a New York chapter law named after the ancient common law tort titled "Alienation of affections," henceforth a person who has now given property such as a ring or other property in contemplation of marriage, has a right to recover that ring or property if the marriage has not occurred. However, the statute confers discretion upon the Court to provide the award to the defendant as "justice so requires." In interpreting the statute in 1971, the Court of Appeals declined to impose a "fault" requirement, writing:

> Just as the question of fault or guilt has become largely irrelevant to modern divorce proceedings... so should it also be deemed irrelevant to the breaking of the engagement. The clear purpose of section 80-b is to return the parties to the position they were in prior to their becoming engaged, without rewarding or punishing either party for the fact that the marriage failed to materialize. The crucial fact is that the engagement is dead and that the statute evidences a policy to allow the return of all gifts given in contemplation of the marriage. Consequently, we should not impose a fault requirement not present in the statute, which would only burden our courts with countless tales of broken hearts and frustrated dreams (Gaden v. Gaden, 29 NY2d 80 [1971]; See also Gagliardo v. Clemente, 180 AD2d 551 [1st Dept. 1992]).

However, in another engagement ring case where the plaintiff had been married to wife number one while he sued for return of the engagement ring from wife number two, the Court of Appeals denied return of the engagement ring to the plaintiff. Both the majority opinion and the dissenting opinion referenced the doctrine of Unclean Hands. That doctrine--not applicable in that case-- holds that "the party asserting the defense must have been injured by the wrongful conduct of the other in connection with the very matter about which the complaint is made (citation omitted). The doctrine of unclean hands is never used unless the plaintiff is guilty of immoral, unconscionable conduct, and even then only when the conduct relied on is directly related to the subject matter in litigation and the party seeking to invoke the doctrine was injured by such conduct..." (citations omitted) Lowe v. Quinn, 27 NY2d 397 [1971]).

Moreover, the Court of Appeals has noted the "well-settled rule that a party cannot insist upon a condition precedent, when its non-performance has been caused by himself" (citation omitted; Wagner v. Derecktor, 306 NY 386 [1954]; accord, Freedman v. Geller, 82 Misc. 2d 291 [Kings County 1975]; Shoenfeld v. Fontek, 67 Misc. 2d 481 [Nassau County 1971]; Velez v. Rodriquez, 42 Misc. 3d 133 [A][Appellate Term 2014]).

As this Court has written before, Courts have held that the doctrine of "clean hands" is a fundamental principle of equity as well as of public policy. The doctrine comes into play here because plaintiff alleges an equitable claim to be paid for the giving of a gift. But where a litigant has himself been guilty of inequitable conduct with reference to the subject

matter of the transaction in suit, a Court of equity will refuse him affirmative aid. Therefore as a matter of law, held the Appellate Division, First Department, such a plaintiff should [be] denied relief and his complaint should [be] dismissed (*Levy v. Braverman*, 24 AD2d 430 [1st Dept. 1965]). As the Court of Appeals has further held, "No one shall be permitted to profit by his own fraud, or to take advantage of his own wrong, or to found any claim upon his own iniquity, or to acquire property by his own crime. These maxims are dictated by public policy, have their foundation in universal law administered in all civilized countries, and have nowhere been superseded by statutes" ([citation omitted], *McConnell v. Commonwealth Pictures Corp.*, 7 NY2d 465 [1960]; *Accord Hytco v. Hennessy*, 62 AD3d 1081 [3d Dept. 2009] [Equitable remedies are barred by the doctrine of Unclean Hands where the party seeking to assert the equitable remedy has committed some unconscionable act that is directly related to the subject matter in litigation and has injured the party attempting to invoke the doctrine]).

Applying both the doctrine of unclean hands; the case law construing it: and Wagner (supra), it is uncontested that the plaintiff's violent actions of assaulting his former fiancée consist of "immoral and unconscionable conduct" as described in Lowe (supra). But it is arguable whether his assault is "directly related to the subject matter." The plaintiff's very actions ended the engagement. He alone was responsible. Under the doctrine, he has --both figuratively and literally-- unclean hands. Therefore, according to the Court of Appeals, he should not be permitted to profit by his own actions, and must be denied relief. The engagement ring, therefore, need not be returned to the plaintiff. And so ends this tragic tale.

Defense counsel is to submit an Order to the Court on notice within 30 days of entry of this Decision.

JAN 30 2026

Dated

Hon. Peter Allen Weinmann, AJSC