

# Minardi v. Kettelhut

## Additional Case Names

11:45 am

### Case Number

S-19-1057

### Case Audio

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### Call Date

September 2, 2020

### Case Time

9:00 AM

### Court Number

Douglas

### Case Location

Lincoln

### Court Type

District Court

### Case Summary

S-19-1057 Rhonda L. Minardi v. Howard K. Kettelhut (Appellant)

Douglas County District Court, Judge Marlon A. Polk

Attorneys: Thomas M. White (White & Jorgensen, for Appellee) ? Ari D. Riekes, Jeffrey P. Welch, Steven J. Riekes (Marks Clare & Richards, LLC, for Appellant)

Civil: Unjust enrichment

Proceedings Below: A jury found that there was no partnership nor joint venture agreement between the parties. The jury found, using the trial court's instruction forms, that Appellant was unjustly enriched by the benefits Appellee made to Ralston Automotive, Appellant's primary business, and that the value of those benefits were in the amount of \$151,000. Appellant filed a motion to set aside the verdict or in the alternative, order a new trial. The trial court denied Appellant's motion.

Issues: Whether the trial court 1) erred in allowing Appellee to recover unjust enrichment in the context of a cohabitation relationship; 2) erred in allowing Appellee to recover unjust enrichment when she was acting in whole or in part in her own self-interest or mutual interest with Appellant; 3) erred in allowing Appellee to recover unjust enrichment as the trial court failed to consider all equities involved, covering both parties, and awarding Appellee unjust enrichment when she did not give significantly more than she received; 4) abused its discretion when it refused to allow Appellant to testify as to the rental value of the residence where the parties lived and Appellant used for her business; 5) failed it its duty to refrain from submitting to the jury the issue of damages when the evidence was such that the jury would not be able to determine that issue without indulging in speculation and conjecture; 6) failed to specifically instruct the jury as to how damages were to be assessed and failed to fully and

fairly inform the jury as to the various items of damages that should have been taken into consideration when arriving at the verdict; and 7) the verdict of \$151,000 is excessive.

**Schedule Code**

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