

VERMONT SUPERIOR COURT
Washington Unit
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www.vermontjudiciary.org



CIVIL DIVISION
Case No. 24-CV-04496

**Quinn McDonagh, Trustee of the Luellen McDonagh Real Estate Trust Dated
October 21, 2016 v. Damian Renzello**

ENTRY REGARDING MOTION

Title: Document(s) Filed Statement from Defendant (Motion:)
Filer: Damian Renzello
Filed Date: July 01, 2026

A motion hearing shall be scheduled

Defendant Damian Renzello has filed two letters with the Court in response to the Court's June 16, 2026 Order. At this time, Mr. Renzello has walked back his declarations in court that he would be dropping his case. Instead, Mr. Renzello now wishes to go forward with a bench trial on the remaining damage claims.

To that end, Mr. Renzello has indicated that his unjust enrichment claims include:

- (1) grass and lawn maintenance (\$55,000);
- (2) snow removal (\$27,500);
- (3) improvements to the mobile home including:
 - (a) new roof (\$7,500);
 - (b) new floors (\$7,500);
 - (c) rebuilding skirting (\$7,500);
 - (d) water heater (\$1,000);
 - (e) furnace (\$2,500);
 - (f) washer and dryer (\$2,200); and
 - (g) other maintenance (\$28,000)
- (4) Property Tax payment (\$33,000)
- (5) Three mowers (\$3,000)
- (6) Plow truck (\$5,000)
- (7) Pressure Washers (\$2,000)

Mr. Renzello has also included two claims that do not appear to be tied to the property. The first is a claim that he paid \$44,000 to his mother from 2002 to 2007. It is unclear from Mr. Renzello's letter what these payments covered or concerned and why Ms. McDonagh is responsible for them. The second claim that Mr. Renzello makes is what he terms as Emotional Damage that appears to be the anxiety and pain and suffering that he has incurred defending and prosecuting these claims and dealing with this dispute over the past nine years. The problem with this claim is that such damages are generally not recoverable under a theory of unjust enrichment.

The Court believes it will be helpful for the parties to explain what Unjust Enrichment is and what it is not. Unjust enrichment claims arise when one person is unjustly enriched at the expense of another, and they may be subject to liability in restitution. RESTATEMENT (THIRD) OF RESTITUTION AND UNJUST ENRICHMENT § 1 (2011).

This means that the person claiming "unjust enrichment" must have given the benefit. *Id.* In this case, the problem with Mr. Renzello's position is that he never gave the property to Ms. McDonough or Ms. McDonough's mother. The property passed from Mr. Renzello's mother to Ms. McDonough's mother to the Trust presently controlled by Ms. McDonough. While Mr. Renzello believes that he contributed to the initial purchase of the property with his mother and often conflates his mother's position with his own, there is simply no evidence that Mr. Renzello had any *legal* interest in the property. The undisputed facts also show that Mr. Renzello was aware of this problem long before the present litigation, but he did nothing to assert any legal interest or rights in the property until 2024, nearly 23 years after Ms. Renzello deeded the property to her daughter.

As such, Mr. Renzello cannot make a claim to the property, its value, or even any contributions that he alleges to have made to his mother's purchase. These were, at best, benefits rendered onto her, and they did not, as the Court previously ruled, pass to Ms. McDonough. *Beldock v. VWSD, LLC*, 2023 VT 35, ¶ 72 (holding that a party generally cannot compel a recipient to pay for benefits voluntarily conferred). The hard truth at the heart of this case is the Mr. Renzello never had a *legal* interest in the property. He may have made some contributions to the purchase, but these were never translated into an interest. Mr. Renzello, through his

filings, is clearly frustrated that the law does not recognize his contributions as creating ownership, but he also cannot point to any support for this idea.

What is left for damages are the contributions and actions that Mr. Renzello rendered to the property after its transfer that may fit within the claim of unjust enrichment. To this end, unjust enrichment has certain limits and requirements. “Under the doctrine of unjust enrichment, a party who receives a benefit must return the [benefit] if retention would be inequitable. Unjust enrichment applies if ‘in light of the totality of the circumstances, equity and good conscience demand’ that the benefitted party return that which was given.” *Gallipo v. City of Rutland*, 2005 VT 83, ¶ 41, 178 Vt. 244, 882 A.2d 1177 (quoting *Brookside Mem’ls, Inc. v. Barre City*, 167 Vt. 558, 560, 702 A.2d 47, 50 (1997) (mem.)).

This means that a party seeking to recover under a claim of unjust enrichment must show:

- 1) That the other side (Ms. McDonaugh, in this case) received a benefit
- 2) They accepted the benefit
- 3) Retaining the benefit under such circumstances would be inequitable and
- 4) The other party is obligated to return the benefit or compensate the giving party for the benefit.

Beldock, 2023 VT 35, at ¶ 68 (quoting *Center v. Mad River Corp.*, 151 Vt. 408, 412 (1989)).

At the bench trial, Mr. Renzello may present any evidence and testimony regarding his contributions, and the Court will be looking to whether such evidence falls within the framework of an unjust enrichment claim. That means Mr. Renzello will have to show that the specific benefit that he rendered went to Ms. McDonaugh; that Ms. McDonaugh accepted the benefit; and the facts that make her acceptance and keeping of the benefit unjust or inequitable.

To this end, the Vermont Supreme Court has indicated that a party might, if they made contributions or improvements to a property in reasonable expectation of ownership, be entitled to restitution. *Beldock*, 2023 VT 35, at ¶ 74 (citing but not ADOPTING RESTATEMENT (THIRD) OF RESTITUTION AND UNJUST ENRICHMENT § 27). The Court will not go further at this time in analyzing whether any of the costs listed in Mr. Renzello’s letter qualify for unjust enrichment, but it will note that his burden is not simply proving the existence of such expenditures but establishing how they constitute unjust enrichment against Mr. McDonaugh.¹

¹ The Court previously noted that the parties had not briefed the question as to whether any benefits rendered before 2016 could be considered given that such claims would be outside the 6-year statute of limitations and might pre-

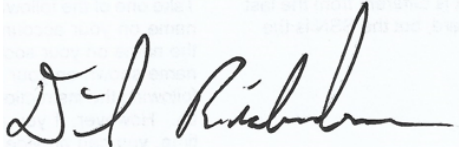
Finally, Mr. Renzello indicates that he seeks to make a claim for what he calls Emotional Damages. Such claims do not fall within a claim for unjust enrichment. This is because the claim of unjust enrichment is limited to the restitution of any benefit rendered. The claim of harm that Mr. Renzello describes in his letter is more consistent with a claim of personal injury or other tort claim, neither of which have been pled in either of the present actions. Therefore, the Court will not take testimony on Mr. Renzello's Emotional Damages. This is not to say that the Court disbelieves or takes lightly the pain and anxiety that Mr. Renzello expresses, but it is to say that the specific rights and claims in the present action do not include such claims or allow for such relief as Mr. Renzello would now like to introduce. Such claims are not allowed.

ORDER

Based on the foregoing, the Court will set this for a half-day bench trial on the issue of damages in the next 60 days. This trial shall be a joint trial for both the present case and Docket No. 24-CV-4159. Parties may present evidence, witnesses, and testimony consistent with this Order and all prior Orders in these cases.

If parties seek to introduce exhibits, they must file them no less than three days before trial, unless they have already been filed with the Court.

Electronically signed on 7/2/2026 12:27 PM pursuant to V.R.E.F. 9(d)

A handwritten signature in black ink, appearing to read "Daniel Richardson", is written over a light blue rectangular background.

Daniel Richardson
Superior Court Judge

date Ms. McDonough's ownership. Since that ruling, the Court has examined the issue and finds that the 6-year statute of limitation applies to both the present action and 24-CV-4159 as Section 511 applies to restitution actions as equally as it does to written contract cases. 12 V.S.A. § 511; *Vermont Elec. Co-op., Inc. v. Massachusetts Mun. Wholesale Elec. Co.*, 165 Vt. 629 , 630 (1996) (six-year statute of limitation applies to any restitution action).