

Bruce Gazvoda appeals the trial court's judgment ordering him to pay \$250,000 to Sabrina Wright, with whom he cohabitated for sixteen years and had a child. The sole issue for our review is whether there is sufficient evidence to support the trial court's order.

We affirm.

Bruce and Sabrina began living together in August 1988. Sabrina had just turned seventeen and was still in high school, and Bruce was twenty-eight and earning \$9.00 per hour working at an electric company. At the time, the parties lived in a small rental home and their combined net worth was less than \$2,000.00.

One year later, Bruce obtained his electrician's license. Sabrina dropped out of high school when Bruce asked her to accompany him to job sites to learn the electric business so they could start a business of their own in the future. Bruce and Sabrina worked together every day, sometimes for up to twelve hours.

Between 1989 and 1993, Bruce and Sabrina built up an electrical business. Bruce performed the licensed electrical work, and Sabrina wired boxes and stuffed plugs. She also trained electrical helpers, handled the company's billing and payroll, and oversaw job sites when Bruce was not available to do so. During this time, Sabrina neither requested nor received hourly compensation for her work. Also, during this time, she maintained the parties' home and was responsible for the cooking and cleaning.

In September 1993, Sabrina gave birth to the parties' daughter, J. Thereafter, Sabrina ceased most of the work she did for the electrical business and devoted her time to taking care of J. Shortly after J. was born, the parties opened a joint checking account in the name of Bruce and Sabrina Gazvoda. Bruce deposited the business's income into the account, and

Sabrina paid the bills.

Two years later, in 1995, Bruce incorporated the electrical services business as Bruce's Electric Services, Inc. The following year, Bruce started a limited liability company, Bruce's Investment Properties, which included several rental properties that Bruce built. Sabrina had significant responsibilities for the rental properties, including managing and maintaining them.

During the course of their relationship, Bruce and Sabrina discussed marriage on several occasions. During these discussions, Bruce told Sabrina that the businesses and assets belonged to both of them and that marriage was just a piece of paper.

In January 2004, Sabrina left Bruce. In March 2004, Bruce filed a Declaratory Action for Determination of Interests in Property. Sabrina responded with a counter-complaint against Bruce and his companies seeking recovery under the theories of implied contract and unjust enrichment. At the time of the action the couple's combined net worth was over one million dollars.

At trial, vocational specialist, Tom Roundtree testified that he had analyzed the services that Sabrina performed over the course of the parties' relationship, applying values to her work at the electrical company, the rental properties, and at home. Roundtree valued Sabrina's services from 1989 to 2003 at \$471, 628. Sabrina sought recovery of \$720,336.19 based on an amortization of Roundtree's figure as well as prejudgment interest.

Following the hearing, the trial court issued an order that provides in part as follows:

8. In addition to her contributions to the family, Sabrina's work for [Bruce's Electric and Bruce's Investments] went beyond the traditional family arrangement of one person maintaining a household and raising the parties'

child in exchange for the other person providing home and living expenses. Sabrina worked in the field as an electrician's helper, handled paperwork, served as a receptionist, and provided significant services for the rental properties all without direct compensation and all in lieu of independent work that may have provided her with a separate salary, allowing her to accumulate assets in her own name, and allowing her to contribute toward Social Security. While there was no specific agreement between the parties that Sabrina would receive any type of hourly wage for her services, the court finds there was an expectation that Sabrina would be compensated by benefiting from and sharing in the profits of the businesses.

9. In addition, Bruce's representations to Sabrina that the assets and businesses were "ours," combined with the parties['] actions, create a legitimate expectation that Sabrina would share in the assets titled only in Bruce's name.
10. . . . [T]he court finds that Bruce would be unjustly enriched were he to retain the full value of the assets accumulated through the joint efforts of the parties during the parties' cohabitation.
11. Consequently, the court finds Sabrina is entitled to share in the accumulated assets
12. However, the court finds that Sabrina is not entitled to one-half of the value of the accumulated assets. The parties' joint efforts, their lifestyle, and Bruce's representations that the assets and businesses were "ours" created an expectation that both parties had access to the assets while they remained together and that both parties had an interest in the assets. However, the efforts and comments were insufficient to create an expectation of an equal division of property upon any separation of the parties. Bruce contributed more to the businesses than Sabrina. The presumption of an equal division of assets that would apply in a dissolution of marriage does not apply here. . . .
13. Considering all of the evidence, the court finds that Sabrina is entitled to an award in the sum of \$250,000.00. . . .

Appellant's Appendix at 8-9. Bruce appeals.

At the outset we note that Bruce requested specific findings of fact and conclusions.

When a party has requested specific findings of fact and conclusions pursuant to Indiana

Trial Rule 52(A), this court may affirm the judgment on any legal theory supported by the findings. *Turner v. Freed*, 792 N.E.2d 947 (Ind. Ct. App. 2003). When reviewing a judgment, we must first determine whether the evidence supports the findings and second, whether the findings support the judgment. *Id.* The judgment will be reversed where it is clearly erroneous. *Id.* Findings of fact are clearly erroneous where the record lacks any evidence or reasonable inferences from the evidence to support them. *Id.*

Bruce argues that the trial court erred in ordering him to pay Sabrina \$250,000.00. Specifically, he contends that he fully compensated her for all her benefits conferred while they were cohabitating and that an award under the theory of unjust enrichment was unwarranted.

A party who cohabitates with another person without subsequent marriage is entitled to relief upon a showing of an express contract or a viable equitable theory such as an implied contract or unjust enrichment. *Id.* Here, the trial court found that Sabrina had presented evidence to support recovery under a theory of unjust enrichment. *Id.* In order to prevail on a claim for unjust enrichment, Sabrina needed to show that a measurable benefit had been conferred on Bruce under such circumstances that Bruce's retention of the benefit without payment would be unjust. *See id.* Principles of equity prohibit unjust enrichment of a party who accepts the unrequested benefits another person provides despite having the opportunity to decline those benefits. *Id.*

In *Turner*, Danny Turner and Angela Freed lived together for ten years. During that time, Freed took care of their child. In addition, Freed regularly maintained the home and contributed financially by performing one of Turner's daily newspaper delivery routes.

While Freed took care of the children and the home, Turner had the time to develop his water softener business. From the income generated through his employment, Turner purchased a home and furnishings. The parties referred to the property acquired during their cohabitation as “ours.” When the parties separated, Freed filed a Petition for Palimony. The value of the assets accumulated during the parties’ cohabitation, including Turner’s interest in his water softener business, was approximately \$108,000.00. After a hearing, the trial court ordered Turner to pay Freed \$18,000.00 under a theory of unjust enrichment. Turner appealed.

This court agreed with the trial court that Turner substantially benefited from the services that Freed provided and that Turner would be unjustly enriched if Freed were awarded no part of the value of the assets Turner acquired in his name alone during their cohabitation. *Turner v. Freed*, 792 N.E.2d 947. We therefore found sufficient evidence to support the trial court’s finding that Turner had been unjustly enriched.

Here, Bruce and Sabrina lived together for sixteen years. During that time, Sabrina helped Bruce build up his electrical business and managed his rental properties. In addition, Sabrina took care of the parties’ daughter and home, allowing Bruce the time to develop his businesses. As in *Turner*, Bruce and Sabrina referred to the property acquired during their cohabitation as “ours.”

The value of the assets acquired during the parties’ cohabitation was over one million dollars. Following a hearing, the trial court ordered Bruce to pay Sabrina \$250,000.00 under a theory of unjust enrichment. We agree with the trial court that Bruce substantially benefited from the services that Sabrina provided and that Bruce would be unjustly enriched if Sabrina were awarded no part of the assets that Bruce acquired in his name during the

cohabitation. As we did in *Turner*, we find sufficient evidence to support the trial court's judgment.

Judgment affirmed.

BAKER, C.J., and CRONE, J., concur.