

COURT OF APPEALS OF ARKANSAS, DIVISION II

Jamie Gerold v. Charlene Annette Waller

Gerold, 2026 Ark. App. 185 (Ark. Ct. App. 2026) · No. CV-24-511 · Decided March 18, 2026

SUMMARY

The Arkansas Court of Appeals affirmed the Randolph County Circuit Court’s denial of Jamie Gerold’s claims for breach of contract, promissory estoppel, and unjust enrichment against Charlene Annette Waller. The court held that Gerold failed to prove an agreement or reasonable expectation of repayment and that Waller was not unjustly enriched. The court also upheld a \$6,639.71 setoff for property damage and an award of attorney’s fees and costs to Waller.

CASE DETAILS

COURT	Court of Appeals of Arkansas, Division II
WRITING FOR THE COURT	Bart F. Virden; Chief Judge Klappenbach; Judge Murphy
JURISDICTION	Arkansas Court of Appeals
DECIDED	March 18, 2026
DOCKET	CV-24-511
DISPOSITION	affirmed
PROCEDURAL POSTURE	Gerold appealed from the Randolph County Circuit Court's order denying his claims for breach of contract, promissory estoppel, and unjust enrichment, awarding Waller \$6,639.71 as a setoff for property damage, and awarding Waller attorney's fees and costs.
STANDARD OF REVIEW	Unjust-enrichment findings after a bench trial are reviewed for clear error or whether they are clearly against the preponderance of the evidence. Attorney's-fee awards are reviewed for abuse of discretion. Due-process issues concerning notice and an opportunity to be heard were reviewed under applicable due-process principles.
PRECEDENTIAL VALUE	Published
PARTIES	Jamie Gerold v. Charlene Annette Waller

TOPICS

- unjust enrichment
- attorney fees
- standard of review
- appellate procedure
- civil procedure

PRACTICE AREAS

contracts

equitable remedies

attorney's fees

appellate procedure

civil procedure

QUESTIONS PRESENTED

1. Whether the circuit court clearly erred in finding that Waller was not unjustly enriched by Gerold's payments and farm-related contributions.
2. Whether the circuit court's award of attorney's fees and costs violated Gerold's due-process rights because he allegedly lacked sufficient time or opportunity to respond.
3. Whether the action was based primarily in contract so that attorney's fees could be awarded under Ark. Code Ann. § 16-22-308.

HOLDINGS

1. The circuit court did not clearly err in finding that Gerold failed to establish unjust enrichment. He did not prove that he reasonably expected to be paid for his contributions, that Waller knew he expected repayment and accepted the contributions on that basis, or that she received a benefit to which she was not entitled.
2. The circuit court did not violate Gerold's due-process rights by awarding attorney's fees and costs before the response period he asserted had expired.
3. The circuit court did not abuse its discretion in determining that the action sounded primarily in contract and awarding Waller attorney's fees under Ark. Code Ann. § 16-22-308.

KEY QUOTATIONS

“One who is officiously confers a benefit upon another is not entitled to restitution therefor.” (at 12)

“The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner.” (at 14)

FACTUAL BACKGROUND

Gerold and Waller lived together while Gerold contributed money toward Waller's car loan, animal feed, fencing, fuel, and other farm expenses. Gerold claimed that Waller orally promised to repay him, while Waller testified that his contributions were made in exchange for room and board or were gifts, and that he damaged her home and farm equipment. After a bench trial, the circuit court credited Waller's testimony, rejected Gerold's claims, and awarded Waller a setoff for property damage and attorney's fees.

PROCEDURAL HISTORY

Gerold filed suit alleging breach of contract, promissory estoppel, and unjust enrichment based on payments and farm-related contributions he claimed Waller promised to repay. After a bench trial and posttrial briefing, the circuit court found that Gerold had not proved a contract, promissory estoppel, or unjust enrichment; awarded Waller \$6,639.71 for damage to her home; and awarded her \$15,971.07 in fees and costs. Gerold timely appealed, and the Arkansas Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Feagin v. Jackson, 2012 Ark. App. 306, 419 S.W.3d 29
- Sims v. Moser, 373 Ark. 491, 284 S.W.3d 505 (2008)
- Campbell v. Asbury Auto., Inc., 2011 Ark. 157, 381 S.W.3d 21
- Le v. Nguyen, 2010 Ark. App. 712, 379 S.W.3d 573
- Sanders v. Bradley County Human Services Public Facilities Board, 330 Ark. 675, 956 S.W.2d 187 (1997)
- Derrick v. Derrick, 2015 Ark. App. 696, 477 S.W.3d 577
- Adkinson v. Kilgore, 62 Ark. App. 247, 970 S.W.2d 327 (1998)
- Trickett v. Spann, 2020 Ark. App. 552, 613 S.W.3d 773
- Thakar v. Thakar, 2022 Ark. App. 284, 646 S.W.3d 666
- Pixley v. State, 2022 Ark. App. 47, 639 S.W.3d 892
- Stilley v. James, 347 Ark. 74, 60 S.W.3d 410 (2001)
- Parker v. BancorpSouth Bank, 369 Ark. 300, 253 S.W.3d 918 (2007)
- Morrissey v. Brewer, 408 U.S. 471 (1972)
- Mathews v. Eldridge, 424 U.S. 319 (1976)
- Jiles v. Union Planters Bank, 90 Ark. App. 245, 205 S.W.3d 187 (2005)
- Dace v. Doss, 2017 Ark. App. 531, 530 S.W.3d 893