

IN THE SUPREME COURT OF THE STATE OF NEVADA

WAYNE HAGENDORF, AN
INDIVIDUAL,
Appellant,
vs.
METLIFE HOME LOANS, A DIVISION
OF METLIFE BANK, N.A.,
Respondent.

No. 65392

FILED

MAY 20 2015

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court judgment on a jury verdict in a contract and tort action and from a post-judgment order denying a new trial. Eighth Judicial District Court, Clark County; Stefany Miley, Judge.

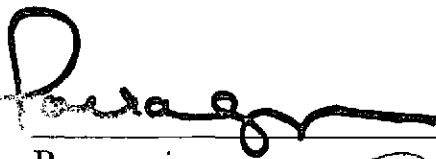
Having considered the parties' arguments and the record, we conclude that substantial evidence supported the jury's verdict with respect to appellant's claims for breach of contract, breach of the covenant of good faith and fair dealing, defamation, and violation of NRS 106.105. *See Allstate Ins. Co. v. Miller*, 125 Nev. 300, 308, 212 P.3d 318, 324 (2009). In particular, but among other reasons, it was reasonable for the jury to conclude from the evidence presented that respondent complied with the pertinent terms of the parties' contract, declined to cancel appellant's escrow account based on its internal policy that was consistent with the industry standard, and did not publish a false statement that affected

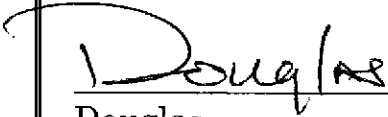


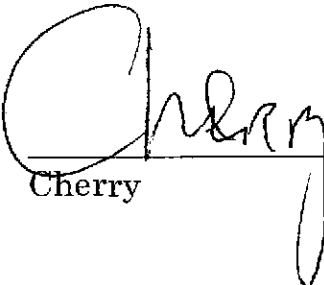
appellant's profession.¹ See *Mason-McDuffie Real Estate, Inc. v. Villa Fiore Dev., LLC*, 130 Nev. Adv. Op. No. 83, 335 P.3d 211, 214 (2014) (indicating that substantial evidence is "that which a reasonable mind might accept as adequate to support a conclusion" (internal quotation omitted)).

Lastly, we conclude that the district court was within its discretion when it determined that appellant had not presented a legally sufficient basis to justify granting appellant's motion for a new trial. See *Allstate Ins. Co.*, 125 Nev. at 308, 212 P.3d at 324. We therefore

ORDER the judgment of the district court AFFIRMED.


_____, J.
Parraguirre


_____, J.
Douglas


_____, J.
Cherry

cc: Hon. Stefany Miley, District Judge
Craig A. Hoppe, Settlement Judge
Reich Radcliffe & Kuttler, LLP
Dempsey Roberts & Smith, Ltd.
Weinstein, Pinson & Riley
The Castle Law Group, LLP
Eighth District Court Clerk

¹Assuming that the jury found a violation of NRS 106.105, such a violation would not have necessarily meant that respondent breached the parties' contract.