

IN THE SUPREME COURT OF THE STATE OF NEVADA

CHARLES J. MOORE AND FAFIE
MOORE, HUSBAND AND WIFE,
INDIVIDUALLY; CHARLES J. MOORE
AND FAFIE MOORE, AS AGENTS OR
OWNERS OR OPERATORS OF
REALTY EXECUTIVES OF NEVADA;
AND FJM CORPORATION, D/B/A
REALTY EXECUTIVES OF NEVADA,
Appellants,
vs.
MARGINE E. LANQUIST,
Respondent.

No. 38511

FILED

FEB 04 2003

CLERK OF DISTRICT COURT
J. Richards

ORDER OF AFFIRMANCE

This is an appeal from a district court judgment entered following a bench trial and awarding damages to Margine E. Lanquist, the plaintiff below. Respondent Lanquist worked as a contracted real estate agent for appellant FJM Corporation d/b/a Realty Executives of Nevada (FJM). FJM terminated Lanquist's employment before escrow closed on seven of the homes Lanquist sold. FJM did not pay her commission on any of these sales. Thereafter, Lanquist filed a complaint seeking to recover her commissions. FJM counterclaimed, alleging Lanquist stole its client registration cards and tract manuals. The district court determined that Lanquist was entitled to compensation for \$6,887.92 based upon quantum meruit. On the counterclaim, the district court found that Lanquist had taken property from FJM and awarded FJM \$1.00 in damages.

A district court has broad discretion in calculating damages. We will not disturb an award “absent an abuse of discretion.”¹ “[T]he proper measure of damages under a quantum meruit theory of recovery is the ‘reasonable value of [the] services.’”² When determining the “reasonable value” of services, we recognize the applicability of established customs.³ The district court found that Lanquist performed the services expected of her, that it was customary to pay real estate agents such as Lanquist one and one-quarter percent commission and that it was customary to reduce the commission where escrow closes after the agent’s termination. Therefore, we conclude that the district court did not abuse its discretion in awarding Lanquist what it determined, per custom, to be the reasonable value of her services.

We also conclude that the district court did not abuse its discretion by awarding Lanquist equitable damages, despite finding that she damaged FJM by taking its property.⁴ The district court determined that FJM only suffered minimal damages and awarded it \$1.00. The record does not indicate that FJM suffered any harm during the time

¹Diamond Enters., Inc. v. Lau, 113 Nev. 1376, 1379, 951 P.2d 73, 74 (1997).


²Flamingo Realty v. Midwest Development, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (quoting Morrow v. Barger, 103 Nev. 247, 252, 737 P.2d 1153, 1156 (1987)).


³Asphalt Prods. v. All Star Ready Mix, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995).


⁴See Overhead Door Co. v. Overhead Door Corp., 103 Nev. 126, 127, 734 P.2d 1233, 1235 (1987) (holding that “[i]n seeking equity, a party is required to do equity”).

Lanquist was in possession of its property. Thus, because FJM suffered negligible harm, the district court properly awarded Lanquist equitable damages.⁵ Therefore, we conclude the district court did not abuse its discretion and

ORDER the judgment of the district court AFFIRMED.


_____, J.
Agosti


_____, J.
Leavitt


_____, J.
Becker

cc: Hon. Michael L. Douglas, District Judge
Kravitz Schnitzer & Sloane, Chtd.
George R. Carter
Clark County Clerk

⁵Cf. Transaero Land & Dev. v. Land Title, 108 Nev. 997, 1001, 842 P.2d 716, 718 (1992) (holding that respondent was not entitled to equitable intervention where its actions notably harmed appellant).