

VERDICTS & SETTLEMENTS

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Real estate agents threaten to quit to force business sale

Type of action: Contract

Injuries alleged: N/A

Name of case: ReMax Preferred, Inc. v. Buck, et al.

Court/case #: Essex Superior Court, No. 2001-02497

Tried before judge or jury: Jury

Name of judge: Thomas R. Murtagh

Amount of verdict: \$240,000

Date: Aug. 31, 2005

Demand: Pre-trial memorandum filed with court indicated that plaintiffs made demand of \$375,000

Highest offer: Pre-trial memorandum filed with court indicated that defendants countered with offer of \$75,000

Attorneys: Robert R. Berluti, Julie E. Bruce and Heather A. Maddox, Boston (for the plaintiff)

Jury finds defendants engaged in conspiracy, breached contract

\$240,000 verdict

An Essex County jury sitting in Lawrence found that 10 former real estate agents of the plaintiff company engaged in a civil conspiracy from December 2000 through January 2001 when they issued an ultimatum to the owners, demanding that they sell the business to them within 24 to 48 hours or they would all leave.

A deal to sell the business was never reached; the defendants all terminated their independent contractor agreements on the same date and began working together at a competing real estate brokerage business the next day.

The Essex County jury rejected the defendants' argument that there was a lack of management, poor advertising and unattractive office space as the reason for their actions. The jury was instructed by the trial judge that in order to find a civil conspiracy, they had to find



that the primary purpose of the defendants' actions was to damage or destroy the plaintiff company's business.

The jury also found that four individual brokers breached their contract with the plaintiff company when they unilaterally cancelled listings upon tendering their notice of termination of their independent

contractor agreements.

The jury awarded \$240,000 in damages to the plaintiff company for the loss of value of its North Andover/Andover franchise.

The trial judge must still decide the plaintiff company's claim that the brokers engaged in unfair and deceptive conduct in violation of Chapter 93A.