**24.11 NOMINAL DAMAGES**

If you find in favor of [plaintiff] on [his her its] claim for breach of contract, but you decide that [plaintiff] is not entitled to an award of compensatory damages, you must award [plaintiff] the amount of $1. This award is called nominal damages.

**Use Note**

This instruction should be given in all breach of contract cases, unless plaintiff waives any claim for nominal damages.

**Comment**

When plaintiff proves a breach of contract but fails to prove the existence or amount of damages, plaintiff is entitled to an award of nominal damages. *Galipeau v. Bixby*, 476 P.3d 1129, 1134 n. 13 (Alaska 2020). *See also* *Recreational Data Services, Inc. v. Trimble Navigation, Ltd*., 404 P.3d 120, 139 (Alaska 2017) (award of nominal damages required where the defendant was liable for concurrent tort and contract claims). *See generally* 3 Farnsworth on Contracts § 1208 (4th ed. 2020); 24 Williston, Treatise on Contracts § 64:9 (4th ed. 2019); J. Perillo, Contracts § 14.2 (7th ed. 2014); Restatement (Second) of Contracts § 346 and comment b.