

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

Kylie Strode )  
 )  
 Plaintiff, )  
 )  
 V. )  
 )  
 Oliver Berglund, )  
 )  
 Defendant, )

SC 25-129

OPINION AND ORDER

FILED BY THE CLERK  
SARPY COUNTY COURT  
2026 APR 28 AM 10:26

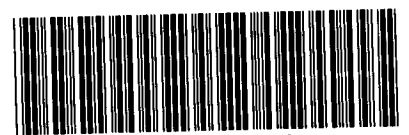
The matter before the Court is a small claims case wherein the Plaintiff, Kylie Strode, filed an action against Defendant Oliver Berglund, alleging \$1,665,00 in reimbursement costs for the tear out of 'inadequate' work performed by Mr. Berglund. Mr. Berglund filed a counter claim or setoff seeking the unpaid balance on an invoice and an unclear amount for 'tortious business interference'. The court heard testimony from both parties and received considerable documented evidence from each. Having taken the matter under advisement, the court now finds and orders as follows:

The Court marked Exhibit 5 to be taken under advisement. The Plaintiff requested the court review one particular video on the USB drive. Having reviewed the video, the court now finds that the exhibit should be received, as limited to the video entitled "BergiesBuilds", and made part of the record.

The court takes each issue as presented:

1. Plaintiff's claim for \$1,665.00-

The parties entered into an agreement in which the Defendant would construct built-in shelves at the Plaintiff's home. The parties rely on a document, or parts of it, contained in Exhibits 2 and 9. Of note, the document is titled as an "estimate", and will be referred to as such throughout this opinion. It does not have any breakdown of the costs for labor, materials, etc. It is later presented by the Defendant in exhibit 8 of an 'invoice' for the services provided, which include a separation of the labor cost and material costs.



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It is undisputed that the Plaintiff paid the Defendant \$715.00 as a 'down payment' for the services indicated in the estimate. Defendant testified that he had "one day of preparation" for the project and "one day to complete" the project. Plaintiff complains that the work done by the Defendant caused damage to her property and was not quality work. Defendant argues that the entire project was not yet completed; yet he had completed the carpentry part of the project.

Plaintiff presented several pictures of the scope of the work anticipated, and the work completed. She also includes pictures and video of the work she felt was inadequate.

Defendant contends that the project still required finishing, which was to be completed by a painter. He reiterated that his part of the project (the carpentry work), was completed, which justified final payment of the estimate.

Plaintiff's witness, Thomas Martucci, testified that he was ultimately contracted by the Plaintiff to complete the project. The Court finds Mr. Martucci's testimony credible. Mr. Martucci testified to his experience and expertise. When presented with exhibits related to the project, he testified that the shelves installed were not usable and had to be completely torn out. When questioned, Mr. Martucci confirmed the values contained in Plaintiff's exhibit #4 as to the estimated costs of removing the shelves, fixing the damage to walls and ceiling, fixing the baseboards, etc. However, these numbers do not total the amount requested by the Plaintiff. These amounts total \$1,900.00.

The Court finds that the Plaintiff has proven by a preponderance of the evidence that the Defendant is responsible for the amount requested in her complaint: \$1,665.00. This amount is less than the amount reflected in Exhibit 4, but what the Plaintiff specifically requested.

## 2. Defendant's counterclaim/set off

Defendant has requested that the Plaintiff be responsible for the balance of the estimate and be found to have engaged in 'tortious business interference'. The Defendant testified and presented evidence of his position that the project was not complete until the painter had done their part. A review of the estimate and invoice from the exhibits make no reference to a painter or that the estimate was for "carpentry only". The estimate does reference that the Defendant would be responsible for "subcontractor coordination". Both parties testified that the painters that the

Defendant contacted either failed to show up or were simply unavailable to do the job. As such, that aspect of the project was never completed.

There was considerable conflicting testimony from the Defendant as to the overall completion of the project. He testified that the carpentry aspect was done, but that he was essentially prevented from completing the final touches because the painter never completed their part of the project. He further argues that the Plaintiff prevented him from finalizing the project by refusing to allow an insurance adjuster to review the craftsmanship and rescinding the estimate. Again, the court chooses this word in particular because the document relied upon in exhibit 9 is titled "estimate" and is not signed by either party.

In reviewing the attachment to Exhibit 8 presented by the Defendant, the 'invoice' indicates that the carpentry work was billed at \$86.50 per hour and the project took 12 hours. Therefore, the amount charged for labor was \$1,038.00. Mind you, there is no indication in the estimate that this would be the hourly rate charged. Additionally, the invoice indicates that the materials totaled \$1,015.74. These numbers added together come to \$2,053.74. That amount is less than the amount indicated on the 'estimate'. However, the Defendant did propose in exhibit #8 that given that the project was unsatisfactorily 'finished', he would reduce his cost of labor by 50%.

Given the nature of the project, the testimony presented, and the craftsmanship shown, the court finds that the Defendant has 'substantially' completed the project. Therefore, the court will adopt the terms presented in Exhibit 8. The cost of labor will be reduced by 50%. The final numbers for labor and materials are \$1,534.74. The Plaintiff's downpayment applied to this amount leaves a balance owed of \$819.74. This amount shall be setoff from the Plaintiff's awarded amount.

### 3. Tortious business interference-

The court finds that the Defendant has not proven that the Plaintiff has engaged in 'tortious business interference'. In accord with Nebraska Law, there are several elements associated with this kind of tort. In essence there needs to be: 1) A legitimate contractual relationship; 2) the third-party must know about the existing business arrangement; 3) the third party acts deliberately and without legitimate justification in disrupting the business arrangement; 4) the

third party's conduct directly caused harm, and; 5) actual damages in the form of financial losses or other tangible harm results.

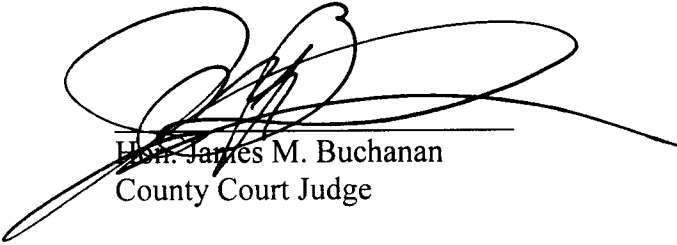
A review of the testimony and evidence presented does not satisfy these elements. The court initially questions the 'legitimate' contractual relationship, given the lack of a signed 'contract' and only based on an "estimate". There also is no evidence that the Plaintiff acted deliberately to cause a disruption to the Defendant. It is common in today's society that a business subjects themselves to the public and invite 'reviews from that public'. With that comes the risk of negative reviews and unsatisfied customers. There is also insufficient evidence to indicate that the Plaintiff caused any 'harm'. The Defendant presented speculative evidence and what he believes is the 'damage' done by the reviews. However, the law requires actual damages.

#### Conclusion

Based on the evidence presented, the Court finds that the Plaintiff has proven her cause of action, and the Defendant has shown a basis for an offset on that determination. The Plaintiff's awarded amount of \$1,665.00 shall be offset by \$819.74. This leaves a balance owed to the Plaintiff in the amount of \$845.26.

IT IS THEREFORE ORDERED that a judgment is hereby entered on behalf of the plaintiff and against the defendant in the amount of \$845.26, plus court costs and any post judgment interest which may accrue at the default interest rate.

DATED AND ENTERED on April 28, 2026.



Hon. James M. Buchanan  
County Court Judge

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on April 28, 2026 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Oliver Berglund  
3413 Bridgeford Road  
Omaha, NE 68124

Kylie Strode  
kskydunn@gmail.com



Date: April 28, 2026

BY THE COURT:

*Barbara Pawson*

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