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Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A22-0764

Scott Lee Neiman, et al.,
Respondents,

Chuck Otremba,
Respondent,

vs.

Cela Sandin, et al.,
Appellants.

Filed April 17, 2023
Affirmed
Cochran, Judge

Crow Wing County District Court
File No. 18-CV-20-1497

Daniel M. Hawley, Gammello-Pearson, PLLC, Baxter, Minnesota (for respondents Scott Lee Neiman, et al.)

Chuck Otremba, Champlin, Minnesota (pro se respondent)

Kurt W. Porter, Severson Porter Law, Brainerd, Minnesota (for appellants)

Considered and decided by Connolly, Presiding Judge; Cochran, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

This appeal follows a court trial involving an ongoing dispute between neighbors related to the use and maintenance of a shared road. Appellants raise several arguments

challenging the district court's order awarding damages to respondents for claims of unjust enrichment and breach of contract. Because we conclude that no asserted error warrants reversal, we affirm.

FACTS

Appellants Cela and Gary Sandin (the Sandins) own real property on the north shore of Little Lake Hubert. Respondents Scott Neiman and family (the Neimans) and Chuck Otremba own real property nearby. All three properties are accessed by a private road called Shadow Lane. All three parties are successors in interest to an easement agreement that grants the Neimans and Otremba an easement for ingress and egress over the Sandins' property via Shadow Lane. The easement agreement provides, in relevant part, that "[e]ither grantor or grantee, their respective successors or assigns, may improve the described easement area for use in accordance with this agreement without obligating the other party to assist in payment of such improvement."

In the fall of 2017, Scott Neiman, Chuck Otremba, Gary Sandin, and another neighbor reached an agreement to address deterioration of the lowest-lying part of the shared road. Under the agreement, the four neighbors would split the $3,200 cost to repair the road. The repair work included grading and the distribution of crushed concrete on the deteriorating section of the road. In October 2017, Neiman sent a letter to Sandin to confirm Sandin's agreement to pay one quarter ($800) of the repair cost.[1] The letter also

[1] All references in this opinion to "Neiman" and "Sandin" in singular form are to Scott Neiman and Gary Sandin as individuals.

asked Sandin not to use that section of the road to move his "heavy equipment." Sandin never responded.

After the work was completed later that October, Neiman paid $3,200 to the contractor. Otremba and the other neighbor each reimbursed Neiman $800 for the repair work. Sandin did not. Neiman sent Sandin another letter asking Sandin to pay his $800 share. Sandin did not respond.

Two years later, in October 2019, Sandin removed a significant portion of the crushed concrete that had been placed on the road as part of the October 2017 work. Sandin moved the crushed concrete to a different part of the road, a hilly area closer to his driveway. In the process of removing the crushed concrete, Sandin also removed the road crown and several inches of the roadbed. After discovering what Sandin had done, Neiman arranged for a load of recycled concrete to be delivered to repair the damage. On November 1, 2019, when a driver arrived to deliver the load of recycled concrete, Sandin came out into the road and threatened to sue the driver if he tried to make the delivery. The driver declined to make the delivery and left. A contractor later estimated that it would cost $1,775 to repair the section of road that Sandin had damaged: $1,375 for five loads of recycled concrete and $400 for grading and leveling. In the spring of 2020, that section of the road showed "ponding and rutting."

In November 2019, the Neimans and Otremba sued the Sandins in conciliation court. The matter was subsequently removed to district court. In January 2021, the Neimans filed an amended complaint seeking, in relevant part, damages for trespass, unjust enrichment, breach of contract, and promissory estoppel. In February 2021, the Sandins

filed an answer citing several affirmative defenses and a counterclaim alleging five counts. In March 2021, the Neimans filed an answer to the Sandins' counterclaim.

In September 2021, the district court held a one-day bench trial. The district court received numerous exhibits and heard testimony from multiple witnesses, including: the contractor who completed the road work in 2017 and provided the cost estimate to repair the road after it was damaged in 2019; a general manager from the company that was unable to deliver the recycled concrete in 2019; and Neiman, Otremba, and Sandin.

Neiman and Otremba testified to the facts described above, which the district court credited in its factual findings. Sandin testified to a slightly different version of events. He testified that he did not agree to contribute financially to the 2017 road work. He also testified that Neiman and Otremba had degraded and removed material from the road since 2017 by plowing the road during the winter. Sandin acknowledged that, in 2019, he "redistributed" material from the low-lying area of the road to a hilly portion of the road near his property. But he testified that he only did so to "grade" the easement area and repair the damage that had occurred over time both naturally and from the neighbors' snow plowing.

In December 2021, the district court issued findings of fact, conclusions of law, and an order for judgment. Based on the facts described above, the district court concluded that the Neimans and Otremba were entitled to judgment against the Sandins for unjust enrichment and breach of contract for Sandin's conduct in 2017 and 2019. The district court awarded the Neimans a total of $3,042.50 and Otremba a total of $2,162.50 in damages. The damage awards included: (1) $800 to the Neimans for unjust enrichment

based on Sandin's October 2017 conduct; (2) $800 each to the Neimans and Otremba for unjust enrichment based on Sandin's October 2019 conduct; (3) $887.50 each to the Neimans and Otremba for breach of contract based on Sandin's October 2019 conduct; and (4) $475 each to the Neimans and Otremba for breach of contract based on Sandin's November 2019 conduct, plus an additional $80 to the Neimans—the amount of the failed-delivery fee for the recycled concrete. The district court dismissed all other claims.

In January 2022, the Sandins filed a motion for a new trial and amended findings, arguing that the district court's damages awards were not legally supported. The Neimans opposed the motion and filed a separate motion for sanctions. After a hearing, the district court denied all of the posttrial motions, except for finding that the Neimans and Otremba were entitled to reimbursement for any court fees they paid to respond to the Sandins' posttrial motion.

This appeal follows.

DECISION

Following a court trial, we review a district court's legal conclusions de novo and its findings of fact for clear error. *Zephier v. Agate*, 957 N.W.2d 866, 875 (Minn. 2021). In determining whether a finding of fact is clearly erroneous, we examine the record to see if there is reasonable evidence to support the district court's findings, and we view the evidence in the light most favorable to the verdict. *In re Commitment of Kenney*, 963 N.W.2d 214, 221-22 (Minn. 2021). "We will not conclude that a factfinder clearly erred unless, on the entire evidence, we are left with a definite and firm conviction that a mistake has been committed." *Id.* at 221 (quotation omitted).

The Sandins raise five arguments on appeal. They contend that the district court erred by (1) awarding damages for Sandin's refusal to pay for the October 2017 road work; (2) finding that the Sandins were unjustly enriched in October 2019 when Sandin removed road material and redistributed it closer to his home; (3) awarding damages for both unjust enrichment and breach of contract for Sandin's conduct in October 2019; (4) miscalculating the damages owed for Sandin's breach of contract in October 2019; and (5) improperly awarding damages for wrongful interference with contract in November 2019. We address each of these arguments in turn.

I. Any error by the district court in awarding damages based on unjust enrichment for Sandin's refusal to pay for the 2017 road work was harmless.

The Sandins first challenge the district court's award of $800 in damages to the Neimans for unjust enrichment arising from the 2017 road work, arguing that equitable relief is not available in this context as a matter of law.

We "review[] a district court's decision to award equitable relief for [an] abuse of discretion." *Melrose Gates, LLC v. Moua*, 875 N.W.2d 814, 819 (Minn. 2016) (quotation omitted). But we review de novo whether equitable relief is available as a matter of law. *See id.* at 822 (concluding that a deferential standard of review was not appropriate when the district court decided that equitable relief was not available as a matter of law); *Drewitz v. Motorwerks, Inc.*, 867 N.W.2d 197, 204 n.2 (Minn. App. 2015) (noting that "[t]he supreme court has not deviated from a de novo standard of review of legal issues simply because the claims at issue are for equitable relief" (quotation omitted)), *rev. denied* (Minn. Sept. 15, 2015).

The right of recovery for unjust enrichment is an equitable remedy based on a quasi-contractual agreement implied by law. *Southtown Plumbing, Inc. v. Har-Ned Lumber Co.*, 493 N.W.2d 137, 140 (Minn. App. 1992). "[T]o establish a claim for unjust enrichment, the claimant must show that another party knowingly received something of value to which [they were] not entitled, and that the circumstances are such that it would be unjust for that person to retain the benefit." *Schumacher v. Schumacher*, 627 N.W.2d 725, 729 (Minn. App. 2001). In this context, "unjust" means that retaining the benefit is illegal, unlawful, or morally wrong. *Id.* And because unjust enrichment is an equitable remedy, recovery for unjust enrichment is *not* available when there is an adequate legal remedy, such as a breach-of-contract claim. *Southtown*, 493 N.W.2d at 140.

The Sandins argue that the Neimans cannot recover under an unjust-enrichment theory for damages related to the cost of the 2017 road work because the parties' easement agreement is an enforceable contract that already addresses road maintenance. In other words, because the easement agreement provides that any of the parties may improve the road without obligating the others to pay for such improvement, the easement agreement controls and bars equitable relief for the Sandins' failure to pay the agreed-upon $800 towards the cost of the road work. *See Lindberg v. Fasching*, 667 N.W.2d 481, 487 (Minn. App. 2003) (stating that an easement agreement is a contract), *rev. denied* (Minn. Nov. 18, 2003); *Midwest Sports Mktg., Inc. v. Hillerich & Bradsby of Canada, Ltd.*, 552 N.W.2d 254, 268 (Minn. App. 1996) (stating that "equitable relief cannot be granted where the rights of the parties are governed by a valid contract" (quotation omitted)), *rev. denied* (Minn. Sept. 20, 1996).

We agree with the Sandins that the district court did err by awarding the Neimans damages based on unjust enrichment, but for a slightly different reason. Here, there are two contracts that could potentially preclude equitable relief if either provides an adequate legal remedy: the easement agreement and the separate agreement between the parties regarding payment for the 2017 road work. *See Southtown*, 493 N.W.2d at 141 (noting "the general principle that *equitable* relief is not available when" an adequate *legal* remedy is available (emphasis added)). For reasons explained below, we conclude that the latter of these two agreements—the 2017 road-work contract—provides the Neimans with an adequate legal remedy to address the Sandins' failure to pay the $800. As such, this contract precludes an award of damages based on unjust enrichment for that amount. But we further conclude that the district court's error in awarding these damages was harmless because the Neimans were entitled to that same amount as damages for the Sandins' breach of the 2017 road-work contract.

"A breach of contract is a failure, without legal excuse, to perform any promise that forms the whole or part of the contract." *Lyon Fin. Servs., Inc. v. Illinois Paper & Copier Co.*, 848 N.W.2d 539, 543 (Minn. 2014). And "[a] contract is formed when two or more parties exchange bargained-for promises, manifest mutual assent to the exchange, and support their promises with consideration." *Vermillion State Bank v. Tennis Sanitation, LLC*, 969 N.W.2d 610, 628 (Minn. 2022) (quotation omitted). In addition, "[t]he existence and terms of a contract are questions for the factfinder." *Id.*

In its order, the district court addressed the parties' intent to form a contract to cover the cost of the 2017 road work. The district court found that the four neighbors reached a

"general agreement" that each would contribute $800 to the 2017 road work. And the district court found that Sandin later tried to "back out of his agreement to contribute $800.00 to the project." The district court thus expressly concluded that the parties formed a mutual agreement or contract regarding the 2017 road work.[2] And by backing out of that agreement, Sandin committed a breach of contract that cost the Neimans $800. Because the Sandins therefore owe the Neimans $800 in damages for breach of contract, the district court's award of $800 in damages for unjust enrichment is harmless error. *See Poppler v. Wright Hennepin Coop. Elec. Ass'n*, 834 N.W.2d 527, 546 (Minn. App. 2013) (explaining that a damages award must be based on "actual damages" or an amount that compensates a complainant for a proven injury or loss), *aff'd*, 845 N.W.2d 168 (Minn. 2014); *Sinha v. Kademani*, No. A20-0838, 2021 WL 1955041, at *13 (Minn. App. May 17, 2021), (affirming in part despite concluding that the district court had erred as a matter of law because the district court's decision could "rest on an alternative ground"), *rev. denied* (Minn. Aug. 10, 2021).

In sum, we conclude that the district court erred by awarding the Neimans $800 in unjust-enrichment damages for the Sandins' refusal to contribute to the 2017 road work because equitable relief was not an available remedy. We further conclude, however, that

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[2] We acknowledge the Sandins' argument that, by awarding the Neimans relief in equity, "the district court implicitly and necessarily found that there was not an enforceable contract . . . to improve the roadway." Such an argument would be valid if the record supported it. But here, the district court's findings do not support the conclusion that there was no legal contract between the parties regarding the 2017 road work. Rather, as discussed above, the district court expressly found that the parties reached an agreement to share the cost.

the district court's error was harmless because the Neimans are entitled to $800 in breach-of-contract damages based on the same conduct. We therefore decline to reverse the district court's damages award on this issue. *See* Minn. R. Civ. P. 61 (requiring that harmless error be ignored).

II. The district court did not abuse its discretion in awarding damages for unjust enrichment based on Sandin's removal of material from the road in 2019.

The Sandins next challenge the district court's award of damages for unjust enrichment based on Sandin's removal and relocation in October 2019 of a significant amount of the material originally deposited on the road in October 2017.

As noted above, we "review[] a district court's decision to award equitable relief for [an] abuse of discretion." *Moua*, 875 N.W.2d at 819 (quotation omitted). "Under an abuse-of-discretion standard, we may overrule the district court when the court's ruling is based on an erroneous view of the law." *County of Hennepin v. Laechelt*, 949 N.W.2d 288, 291 (Minn. 2020) (quotation omitted). But, in reviewing a district court's factual findings, we view the evidence in the light most favorable to the findings, and we will not conclude that the district court clearly erred unless "we are left with a definite and firm conviction that a mistake has been committed." *Kenney*, 963 N.W.2d at 221 (quotation omitted). We also review a district court's determination of the amount and extent of any damages for clear error. *See In re Minnwest Bank Litig. Concerning Real Prop.*, 873 N.W.2d 135, 143 (Minn. App. 2015).

Again, to establish an unjust-enrichment claim, "the claimant must show that another party knowingly received something of value to which [they were] not entitled,

and that the circumstances are such that it would be unjust for that person to retain the benefit." *Schumacher*, 627 N.W.2d at 729. "Unjust" can mean that retaining the benefit is illegal or morally wrong. *Id.* The measure of recovery for a successful unjust-enrichment claim is generally the extent of the benefit unjustly retained by the opposing party, not the extent of the claimant's expenditure or loss. *Anderson v. DeLisle*, 352 N.W.2d 794, 796 (Minn. App. 1984), *rev. denied* (Minn. Nov. 8, 1984).

The district court determined that Sandin was unjustly enriched when, in October 2019, he moved "a significant amount of the [2017] road material" and "put it in a different area in a way that was detrimental to Neiman and Otremba but beneficial to him." The district court further explained that "it would be inequitable for Sandin to not pay for these benefits that he retained." Based on this determination, the district court awarded the Neimans and Otremba $800 each in damages.

The Sandins do not appear to challenge the district court's determination that they were unjustly enriched by removing and relocating road material in October 2019. Instead, the Sandins focus their challenge on the amount of the resulting damages award. They argue that there was insufficient evidence presented at trial to prove "the true nature and extent of the damages" that resulted from Sandin's actions. The Sandins also argue that the district court's damages award is too high because, among other things, it fails to account for regular wear and tear caused by routine maintenance of the road and the fact that Sandin moved a "significant amount" but not "one hundred percent" of the road material deposited in 2017. We are not persuaded.

We conclude that the evidence is sufficient to support the district court's measure of damages. First, the record shows that the Neimans and Otremba each contributed at least $800 to the 2017 road work, which involved grading and distributing crushed concrete on the road. And the record supports the district court's finding that, in October 2019, Sandin removed and relocated a "significant amount" of the crushed concrete originally distributed on the road in October 2017 and "put it in a different area" that was "beneficial to him." Bearing in mind that the measure of recovery for an unjust-enrichment claim is the extent of the benefit unjustly retained, the district court appropriately estimated the value of the benefit that Sandin unjustly retained as approximately the value that the Neimans and Otremba each contributed to the 2017 road work.

Second, while "damages which are speculative, remote or conjectural are not recoverable[,] . . . [t]he law does not require mathematical precision in proof of loss, but only proof to a reasonable . . . certainty." *Leoni v. Bemis Co.*, 255 N.W.2d 824, 826 (Minn. 1977) (quotations omitted). The evidence to support the district court's damages award meets this standard of proof. The district court's calculation of damages based on the $800 that the Neimans and Otremba each paid for the crushed concrete that was installed in October 2017 and then removed by Sandin in October 2019 reflects with reasonable certainty the value of the benefit that Sandin unjustly received and does not amount to clear error. *See Minnwest*, 873 N.W.2d at 143.

In sum, we conclude that the district court did not clearly err in determining the amount of the damages owed to the Neimans and Otremba for unjust enrichment based on

Sandin's removal of material from the road in October 2019. Therefore, the district court did not abuse its discretion in awarding the Neimans and Otremba damages on that basis.

III. The district court did not erroneously award double damages for Sandin's October 2019 conduct.

The Sandins next argue that the district court erred as a matter of law by awarding double damages for Sandin's October 2019 conduct related to the road under two different legal theories: breach of contract and unjust enrichment. We are not persuaded that the district court's decision resulted in double damages for the same conduct.

While "[a] plaintiff may pursue two legal remedies for the same wrongful conduct . . . there is no double recovery." *Toyota-Lift of Minn., Inc. v. Am. Warehouse Sys., LLC*, 868 N.W.2d 689, 696 (Minn. App. 2015) (quotation omitted), *aff'd*, 886 N.W.2d 208 (Minn. 2016). In other words, "a plaintiff can recover damages only under one legal theory for a single instance of wrongful conduct." *Id.* We review the district court's decision to award equitable relief and damages for an abuse of discretion. *Moua*, 875 N.W.2d at 819; *Minnwest*, 873 N.W.2d at 141.

While the district court did award damages for both breach of contract and unjust enrichment for Sandin's October 2019 activities, we conclude that the district court appropriately awarded damages under two different legal theories for two distinct instances of wrongful conduct. First, the district court determined that Sandin violated his neighbors' contractual right to improve the road, as provided by the parties' easement agreement, when he *removed* the crushed concrete that the Neimans and Otremba had used to improve the road in October 2017. Second, the district court determined that the Sandins were

unjustly enriched when Sandin *retained* the crushed concrete and other road material and moved it to "a different area in a way that was detrimental to Neiman and Otremba but beneficial to him." In other words, Sandin's *removal* of the crushed concrete is the conduct underlying the breach-of-contract claim, and his later *deposit* of that material in a separate area that benefitted the Sandins is the conduct underlying the unjust-enrichment claim. The district court's findings in this regard are supported by the record, and we discern no abuse of discretion in the district court's decision to award damages for each of these separate instances of wrongful conduct. We therefore conclude that the district court did not erroneously award double damages for Sandin's October 2019 conduct related to the road.

IV. The district court did not err in calculating damages for Sandin's October 2019 breach of contract.

The Sandins also make a separate argument regarding the damages that the district court awarded for breach of contract based on Sandin's October 2019 conduct. We review a district court's method of determining damages de novo, but we review its determination of the amount and extent of damages for clear error. *Minnwest*, 873 N.W.2d at 143-44. "Generally, we will not disturb a damage award unless the failure to do so would be shocking or would result in plain injustice." *Id.* at 143 (quotation omitted).

A damages award for breach of contract "should place the plaintiffs where they would have been if the contract were performed." *Johnson v. Garages, Etc., Inc.*, 367 N.W.2d 85, 86 (Minn. App. 1985). And plaintiffs "should recover damages sustained by reason of the breach which arose naturally from the breach or could reasonably be

supposed to have been contemplated by the parties when making the contract as the probable result of the breach." *Lesmeister v. Dilly*, 330 N.W.2d 95, 103 (Minn. 1983).

The district court found that Sandin's October 2019 conduct violated the Neimans' and Otremba's contractual right, based on the easement agreement, to improve the road. On that basis, the district court awarded the Neimans and Otremba $887.50 each, or half of the total estimated cost to repair the damage to the road.

The Sandins appear to challenge both the district court's method of determining damages and its determination of the amount and extent of damages. First, they argue that the district court erred by calculating damages based on "the cost of a new, improved road as provided in [the contractor's] estimate" rather than an amount that would place the Neimans and Otremba "in the same situation as if the contract had been performed"—namely, improving the easement road at their own cost. Second, the Sandins argue that the district court's damages award "went well beyond that which was within the contemplation of both parties at the time the contract was made" and that it contradicts the parties' easement agreement by obligating the Sandins to pay for road improvements. Finally, they argue that any damages amount should be reduced to the cost of one load of recycled concrete rather than five loads of recycled concrete (the amount accounted for in the contractor's estimate of the cost to repair the road). We are not persuaded.

We conclude that the district court did not err in calculating the damages award based on Sandin's breach of contract. The cost to repair the damage that Sandin caused to the road by scraping up the crushed concrete and removing several inches of the roadbed in the process "arose naturally" from his conduct. *Lesmeister*, 330 N.W.2d at 103. And

the Neimans and Otremba have the right to recover damages based on that wrongful conduct notwithstanding the easement agreement's provision generally precluding any neighbor from obligating the others to pay for improvements to the road. *See In re Hennepin Cnty. 1986 Recycling Bond Litig.*, 540 N.W.2d 494, 502 (Minn. 1995) (explaining that "every contract includes an implied covenant of good faith and fair dealing requiring that one party not unjustifiably hinder the other party's performance of the contract" (quotation omitted)). With respect to the district court's specific determination of the amount of damages owed, we discern no clear error in the district court's calculation of damages based on the contractor's estimate of the cost to repair the road, including the cost of five loads of recycled concrete. *See Leoni*, 255 N.W.2d at 826 ("Once the fact of loss has been shown, the difficulty of proving its amount will not preclude recovery so long as there is proof of a reasonable basis upon which to approximate the amount."). We therefore conclude that the district court did not err in calculating the damages owed for Sandin's breach of contract in October 2019.

V. The district court did not abuse its discretion by awarding damages for wrongful interference with the contractual right to improve the road.

Finally, the Sandins argue that the district court abused its discretion by awarding the Neimans and Otremba damages for wrongful interference with their contractual right to improve the road based on Sandin's conduct in November 2019—refusing to allow delivery of the crushed concrete that they had ordered to repair the road.

As noted above, we review a district court's decision to award damages for an abuse of discretion. *Minnwest*, 873 N.W.2d at 141. And we review a district court's method of

determining damages de novo, but we review its determination of the amount and extent of damages for clear error. *Id.* at 143-44. "Generally, we will not disturb a damage award unless the failure to do so would be shocking or would result in plain injustice." *Id.* at 143 (quotation omitted).

The basic elements of interference with contract and inducing breach of contract are the same. *Aslakson v. Home Sav. Ass'n*, 416 N.W.2d 786, 788 (Minn. App. 1987). As previously discussed, damages for breach of contract are generally calculated to "place the plaintiffs where they would have been if the contract were performed." *Johnson*, 367 N.W.2d at 86. And damages should be those "which arose naturally from the breach or could reasonably be supposed to have been contemplated by the parties when making the contract as the probable result of the breach." *Lesmeister*, 330 N.W.2d at 103.

The district court awarded the Neimans and Otremba $475 each in damages based on Sandin's wrongful interference with their contractual right to improve the easement road by refusing to allow delivery of new crushed concrete in November 2019 and forcing the Neimans and Otremba to "use [a] substandard road thereafter." The district court also awarded the Neimans an additional $80 in damages to compensate them for the failed-delivery fee that they paid in November 2019.

The Sandins concede that the district court properly awarded the Neimans the cost of the failed-delivery fee ($80), but they challenge the district court's additional award of $475 each to the Neimans and Otremba. The Sandins assert that no record evidence shows how the Neimans and Otremba were damaged by "the puddling of water" on the road or that the road was impassable or unusable as a result of Sandin's conduct. And they argue

that, absent record evidence or findings to this effect, the district court abused its discretion by awarding the Neimans and Otremba any damages beyond the cost of the $80 failed-delivery fee for wrongful interference with contract. We disagree.

We conclude that the district court did not abuse its discretion by awarding the Neimans and Otremba additional damages arising from Sandin's November 2019 conduct. We generally "will not disturb a damage award unless the failure to do so would be shocking or would result in plain injustice." *Minnwest*, 873 N.W.2d at 143 (quotation omitted). That standard is not met here. The record includes testimony explaining that Sandin's removal of material from the road in October 2019 required repair "as quickly as possible" to make sure the road would be passable in the spring, and testimony describing the "ponding and rutting" that occurred in the spring of 2020 because of the road's state of disrepair. The record also includes photographs of the deteriorating road. Although the record does not include an itemized list or specific calculation of the damages incurred by the Neimans and Otremba as a result of Sandin's refusal to allow them to repair the road, we conclude that the evidence is sufficient to support the district court's damages award, which does not "result in plain injustice." *Id.* (quotation omitted). We therefore conclude that the district court did not abuse its discretion by awarding additional damages based on Sandin's wrongful interference with contract in November 2019.

Affirmed.