

NEBRASKA SUPREME COURT

The Bar at the Yard, LLC v. Friends Family, LLC, and Yin Family, LLC

321 Neb. 606 (2026) · No. S-25-243 · Decided June 18, 2026

SUMMARY

The Nebraska Supreme Court affirmed summary judgment for Friends Family, LLC, and Yin Family, LLC, in claims brought by The Bar at the Yard, LLC, alleging tortious interference with contract and business expectancy. The court held that Nebraska does not recognize the tortious-interference theory described in Restatement (Second) of Torts § 766A and that the record lacked evidence that the defendants induced a breach under § 766. It also held that the defendants’ conduct constituted valid competition and addressed the district court’s decision to strike portions of an affidavit.

CASE DETAILS

COURT	Nebraska Supreme Court
WRITING FOR THE COURT	Papik, J.; Cassel, J.; Stacy, J.; Freudenberg, J.; Bergevin, J.; Vaughn, J.
JURISDICTION	Nebraska Supreme Court
DECIDED	June 18, 2026
DOCKET	S-25-243
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a district court order granting summary judgment to the defendants on claims for tortious interference with contract and tortious interference with a business expectancy, and striking portions of an affidavit.
STANDARD OF REVIEW	Summary judgment is reviewed de novo, viewing the record in the light most favorable to the nonmoving party and drawing all reasonable inferences in that party's favor. Summary judgment is proper when the pleadings and admitted evidence show no genuine issue of material fact or ultimate inference and the moving party is entitled to judgment as a matter of law. Evidentiary rulings are reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published Nebraska Supreme Court opinion; precedential.
PARTIES	The Bar at the Yard, LLC v. Friends Family, LLC, Yin Family, LLC

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the district court properly granted summary judgment on Longwells' tortious interference with contract claims.
2. Whether Nebraska recognizes tortious interference liability under Restatement (Second) of Torts § 766A.
3. Whether the summary judgment record contained evidence that Hiro 88 induced or otherwise caused the landlord to breach Longwells' lease.
4. Whether the summary judgment record contained evidence that Hiro 88 used improper means rather than engaging in valid competition for purposes of Longwells' tortious interference with business expectancy claim.
5. Whether the district court abused its discretion by striking portions of Marsh's affidavit.

HOLDINGS

1. Nebraska does not recognize the theory of tortious interference described in Restatement (Second) of Torts § 766A, which concerns making another party's contractual performance more costly or burdensome. Longwells therefore could not maintain a claim based on that theory.
2. A claim for tortious interference with contract requires proof of an intentional act that induces or causes a breach or termination of the contractual relationship, in addition to the elements of tortious interference with a business relationship or expectancy.
3. Longwells could not establish tortious interference with contract because the record contained no evidence that Hiro 88 induced or otherwise caused the landlord to breach the lease's exclusivity provision. Mere knowledge that the landlord could not perform both agreements was insufficient to establish inducement.
4. Longwells could not establish tortious interference with a business expectancy because the evidence showed, at most, valid competition. Valid competition, including inducing customers to do business with the competitor, is privileged unless the competitor uses improper means or otherwise falls outside the competitor's privilege.
5. The district court's exclusion of portions of Marsh's affidavit did not require reversal because, even if the rulings were erroneous, the excluded evidence would not have created a genuine issue of material fact or affected Hiro 88's entitlement to summary judgment.

KEY QUOTATIONS

“Because the theory described in § 766A is not a recognized theory of liability in Nebraska, Longwells could not establish a valid claim based upon it.” (616)

“But without any evidence as to how the agreement came about or how that amount would compare to the market rate for such an agreement, a fact finder could only speculate about whether Hiro 88 had induced the landlord to enter the agreement and thereby eschew its contract with Longwells by offering highly favorable terms.” (619)

“We have said that valid competition, “including inducement of third persons to do their business with oneself rather than with a particular competitor, cannot be the basis for a tortious interference claim, because such conduct is justified.”” (620)

FACTUAL BACKGROUND

Longwells leased space for a restaurant and bar and alleged that its lease gave it the exclusive right to sell alcohol in an adjacent Common Area. Hiro 88 entered agreements with the same landlord to operate from a space next to the Common Area and sold alcohol through windows to customers there during Nebraska football home games. Longwells claimed that Hiro 88 interfered with the lease exclusivity provision and with Longwells' expectation of serving customers, but it offered no evidence concerning the negotiations that produced Hiro 88's agreements with the landlord.

PROCEDURAL HISTORY

The Bar at the Yard, operating as Longwells, sued Friends Family and Yin Family, operating as Hiro 88, alleging that Hiro 88 interfered with an exclusivity provision in Longwells' lease and with Longwells' customer relationships by selling alcohol near the Common Area during Nebraska football home games. After discovery, the district court granted Hiro 88 summary judgment on all of Longwells' claims and struck portions of an affidavit submitted in opposition. The Nebraska Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Clark v. Scheels All Sports, 314 Neb. 49, 989 N.W.2d 39 (2023)
- Palmtag v. Republican Party of Neb., 315 Neb. 679, 999 N.W.2d 573 (2024)
- Green Plains Trade Group v. Archer Daniels Midland Co., 320 Neb. 882, 31 N.W.3d 577 (2026)
- Lumley v. Gye, (1853) 118 Eng. Rep. 749 (Q.B.)
- Pettit v. Paxton, 255 Neb. 279, 583 N.W.2d 604 (1998)
- Dick v. Koski Professional Group, 307 Neb. 599, 950 N.W.2d 321 (2020)
- Lamar Co. v. City of Fremont, 278 Neb. 485, 771 N.W.2d 894 (2009)
- Middleton v. Wallichs Music & Entertainment Co., Inc., 24 Ariz. App. 180, 536 P.2d 1072 (1975)
- Zelinger v. Uvalde Rock Asphalt Co., 316 F.2d 47 (10th Cir. 1963)

- Wolf v. Perry, 65 N.M. 457, 339 P.2d 679 (1959)
- Kaiser v. Union Pacific RR. Co., 303 Neb. 193, 927 N.W.2d 808 (2019)

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