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GENERAL MOTORS, LLC, A DELAWARE CORPORATION, APPELLANT, V. NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD, AN AGENCY OF THE STATE OF NEBRASKA, ET AL., APPELLEES.

___ N.W.3d ___

Filed October 16, 2026. No. S-25-084.

1. **Judgments: Jurisdiction: Appeal and Error.** A jurisdictional issue that does not involve a factual dispute presents a question of law, which an appellate court independently decides.
2. **Administrative Law: Statutes: Appeal and Error.** The meaning and interpretation of statutes and regulations are questions of law for which an appellate court has an obligation to reach an independent, correct conclusion irrespective of the decision made by the court below.
3. **Administrative Law: Judgments: Appeal and Error.** A judgment or final order rendered by a district court in a judicial review pursuant to the Nebraska Administrative Procedure Act may be reversed, vacated, or modified by an appellate court for errors appearing on the record.
4. ____: ____: ____. When reviewing an order of a district court under the Nebraska Administrative Procedure Act for errors appearing on the record, the inquiry is whether the decision conforms to the law, is supported by competent evidence, and is neither arbitrary, capricious, nor unreasonable.
5. **Statutes.** Statutory interpretation begins with the text, and the text is to be given its plain and ordinary meaning.
6. **Statutes: Legislature: Intent.** In construing a statute, the legislative intention is to be determined from a general consideration of the whole act with reference to the subject matter to which it applies and the particular topic under which the language in question is found, and the intent as deduced from the whole will prevail over that of a particular part considered separately.

7. **Statutes.** Statutes pertaining to the same subject matter should be construed together; such statutes, being in pari materia, must be construed as if they were one law, and effect must be given to every provision.
8. **Statutes: Presumptions: Legislature: Intent.** In interpreting a statute, a court is guided by the presumption that the Legislature intended a sensible rather than an absurd result in enacting the statute.
9. **Administrative Law: Words and Phrases.** An administrative agency is a neutral factfinding body when it is neither an adversary nor an advocate of a party.
10. **Administrative Law: Parties.** When an administrative agency acts as the primary civil enforcement agency, as distinguished from determining the rights of two or more individuals in a dispute before such agency, it is more than a neutral factfinding body.
11. ____: ____. An agency that is charged with the responsibility of protecting the public interest, and not merely determining the rights of two or more individuals in a dispute, is more than a neutral factfinding body.
12. ____: ____. In cases where an agency acts beyond the role of a neutral fact finder due to its responsibility to the public interest, its role as the primary civil enforcement entity, or its licensing and credentialing function, the agency takes some action or is required to make some consideration beyond merely resolving a dispute between outside parties.
13. **Administrative Law: Parties: Appeal and Error.** The proper consideration under Neb. Rev. Stat. § 84-917(2)(a)(i) (Reissue 2024) is whether the agency's only role was that of a neutral fact finder in the hearing before the agency.
14. **Administrative Law: Parties.** Merely making a factual finding that something is in the public interest does not cause an agency to act in anything other than a neutral factfinding role.
15. **Administrative Law: Motor Vehicles: Franchises: Parties.** The Nebraska Motor Vehicle Industry Licensing Board's statutory authority in franchise termination proceedings is limited to adjudicating a dispute between a franchisor and a franchisee, and the board participates in the proceeding only to receive evidence offered at the hearing by the parties and make the statutorily required findings.
16. **Parliamentary Law: Statutes.** In the absence of a contrary statutory provision, a majority of a quorum which constitutes a simple majority of a collective body may act for that body.
17. **Administrative Law: Motor Vehicles: Franchises: Good Cause.** The question Neb. Rev. Stat. § 60-1433 (Reissue 2021) asks is whether there is good cause based on the existing circumstances, and it does not require a balancing or weighing of factors.

18. ____: ____: ____: ____. For purposes of Neb. Rev. Stat. § 60-1420(1)(a) (Reissue 2021), the question is whether good cause exists to terminate the franchise at the time the decision regarding termination is made.

Appeal from the District Court for Lancaster County: Jodi L. Nelson, Judge. Affirmed.

Mark T. Clouatre, pro hac vice, of Nelson Mullins Riley & Scarborough, L.L.P., and Adam J. Prochaska, of Rembolt Ludtke, L.L.P., for appellant.

Michael T. Hilgers, Attorney General, Kenneth A. Yoho, and Blake Aspen, Senior Certified Law Student, for appellees Nebraska Motor Vehicle Industry Licensing Board, Joshua Eickmeier, and Chad Tessman.

Richard L. Rice and Jonathan J. Lederer, of Crosby Guenzel, L.L.P., for appellee Meyer Automotive, Inc.

Cassel, Stacy, Papik, Freudenberg, Bergevin, and Vaughn, JJ.

Bergevin, J.

I. INTRODUCTION

This appeal arises from the application filed by General Motors, LLC, under Neb. Rev. Stat. §§ 60-1420 and 60-1424 (Reissue 2021) with the Nebraska Motor Vehicle Industry Licensing Board (Board) to terminate its automotive franchise agreements with Meyer Automotive, Inc. The Board denied General Motors' application to terminate the franchise agreements. On review by the district court under Nebraska's Administrative Procedure Act (APA),[1] the district court affirmed the Board's denial. We affirm the judgment of the district court.

[1] See Neb. Rev. Stat. §§ 84-917 to 84-919 (Reissue 2024).

II. BACKGROUND

1. Meyer Automotive Background

In 2005, Robert Meyer purchased a Ford "store," established Meyer Automotive, and moved the Ford dealership from downtown Seward, Nebraska, to its present location near Interstate 80. He purchased the land from a local farmer and built a new facility, which was completed in May 2006.

In March 2006, Meyer Automotive purchased Rolfsmeier Motors and became the dealer in three "Dealer Sales and Service" (franchise) agreements with General Motors for the sale and service of GMC, Chevrolet, and Buick vehicles. The purchase of the dealership came with no inventory.

One of the terms of the agreement with General Motors was that Meyer needed to build a General Motors facility within 3 years, which term he satisfied when construction was completed in early 2008. The Ford and General Motors facilities were separate buildings next to each other. Both were owned by Meyer Properties, from which Meyer Automotive rented.

In 2009, General Motors filed for chapter 11 bankruptcy, and it sent Meyer Automotive a wind-down letter that May. Eventually, because of congressional action, Meyer Automotive was able to arbitrate with General Motors and keep the dealership. However, the dealership received no inventory from General Motors for months. As a result, for all intents and purposes, Meyer Automotive began establishing its General Motors dealership in 2011.

2. Franchise Agreements

Relevant here, under the franchise agreements, Meyer Automotive had an "[a]rea of [p]rimary [r]esponsibility" (APR) covering Seward and its surrounding area. Meyer Automotive agreed to "effectively, ethically[,] and lawfully sell and promote the purchase" of General Motors' new vehicles. It agreed to "maintain an adequate staff of trained sales personnel," "ensure that the customer's purchase and delivery experience[s] are

satisfactory," and "comply with the retail sales standards established by General Motors." Meyer Automotive also agreed to "maximize customer satisfaction" by providing service to General Motors vehicles and "maintain an adequate service and parts organization."

General Motors would provide Meyer Automotive with a written report evaluating its purchase customer satisfaction and service customer satisfaction. As for inventory, Meyer Automotive agreed to purchase and stock "a mix of models and series" of motor vehicles, which General Motors agreed to make available—subject to availability and to a fair and equitable distribution to dealers. General Motors also agreed to provide Meyer Automotive with a written report evaluating its sales performance, which would compare its sales to the sales opportunities in its APR and produce a score. This report was the "[r]etail [s]ales [i]ndex" (RSI). Meyer Automotive was required to achieve a "[s]atisfactory" RSI, which was equal to or greater than 100, and to pursue available sales opportunities exceeding that standard.

3. Meyer Automotive's Poor Performance

As detailed below, by all accounts, Meyer Automotive underperformed and failed to meet General Motors' requirements under the franchise agreements. In 2012, Meyer Automotive was enrolled in General Motors' "DP2" program for failing dealerships. Year after year, the dealership was consistently among the worst-performing dealerships in Nebraska based on General Motors' RSI for Chevrolet and Buick/GMC.

In October 2019, General Motors submitted an application to the Board to terminate its franchise agreements and provided Meyer Automotive with a 6-month cure period. In November 2019, the Board notified Meyer Automotive of General Motors' application to terminate the franchises and requested that Meyer Automotive respond "within 30 days . . . indicating whether [Meyer Automotive] will contest"

the application.[2] Meyer Automotive voluntarily terminated its Buick franchise and sold it back to General Motors,[3] but filed an opposition to the termination of the GMC and Chevrolet franchises with the Board in December 2019. The Board entered a scheduling order in January 2022 that scheduled the hearing for "September 2022 (depending on Board availability)."

4. Board Hearing

In October 2023, the Board held a hearing on General Motors' application regarding the GMC and Chevrolet franchise agreements. General Motors adduced testimony from Meyer Automotive's regional manager, zone manager, and district manager, as well as two expert analysts, to establish that Meyer Automotive was in breach of the franchise agreements due to its poor performance in sales and service and in its efforts related to improving its performance. Meyer Automotive responded with its own expert, whose testimony was later stricken by the Board, and the testimony of Robert Meyer, its owner. We detail the evidence adduced from each witness.

(a) General Motors' Regional Manager

The regional manager was the primary person responsible for deciding to pursue the termination of Meyer Automotive's franchise agreements. Meyer Automotive had been enrolled in General Motors' DP2 program for failing dealers in 2012. By 2019, it showed a "little" improvement, but not

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[2] But see, Neb. Rev. Stat. § 60-1425 (Reissue 2021) ("[u]pon receiving an application . . . the [B]oard shall enter an order fixing a time, which shall be within [90] days"); Neb. Rev. Stat. § 60-1426 (Reissue 2021) (Board may continue hearing for 90 days and may, upon application, continue hearing for additional 90 days).

[3] § 60-1420(2) ("[u]pon providing good and sufficient evidence to the [B]oard, a franchisor may terminate a franchise without [a] hearing . . . upon a mutual written agreement of the franchisor and franchisee").

as much as desired. The regional manager was really concerned about Meyer Automotive's engagement and commitment to its improvement. For example, she testified that even after the notice of termination was delivered, no one from Meyer Automotive reached out to General Motors to discuss the issue.

In the regional manager's opinion, General Motors "couldn't let this continue to go on. There had to be a stopping point." In her 30-year career, she had been personally involved with only two dealers, including Meyer Automotive, that progressed to the issuance of a notice to cure. But unlike the other dealer, Meyer Automotive did not display a willingness to improve.

During the 6-month cure period, Meyer Automotive's RSI for Chevrolet was 26.09 and for Buick/GMC was 17.86, which, while an improvement from the preceding years, the regional manager still characterized as "[t]errible." Its service satisfaction scores were 62.5 percent for Chevrolet and 83.3 percent for Buick/GMC, which were below the regional averages of 88.8 and 90.2 percent, respectively.

The regional manager recognized that Meyer Automotive improved its RSI from 2019 to 2022, after the cure period. Meyer Automotive's RSI reached 42.3 for Chevrolet and 40.7 for Buick/GMC in 2021, which ranked 39th out of 45 Nebraska dealers and 10th out of 10 Nebraska dealers, respectively.

Despite Meyer Automotive's improved RSI, the regional manager took issue with the fact that from August 2019 through September 2022, Meyer Automotive requested additional product only 53 percent of the time for General Motors' twice-a-month "consensus" opportunities and submitted requests only 26 percent of the time for its weekly reallocation opportunities. In her view, Meyer Automotive was not doing enough to improve its performance, and the involvement of General Motors' district manager at that time in Meyer Automotive's affairs (which we discuss below) was too extensive to be sustainable.

(b) General Motors' Zone Manager

The zone manager testified that Meyer Automotive often maintained it needed a greater amount of inventory. However, it refused to accept all the additional product that it was offered, at times indicated that it had sufficient inventory, consistently required reminders to order and accept allocated inventory, and did not maximize its opportunities to request additional inventory. For example, Meyer Automotive utilized 22 percent of its request opportunities in 2019, but that improved to 81 percent in 2022. However, the zone manager was not moved by Meyer Automotive's improvement and expected a figure closer to 100 percent.

(c) General Motors' District Manager

The district manager who testified was in training during Meyer Automotive's cure period and did not fully assume the responsibilities of the position until April 2019, after the cure period had ended. The district manager testified that Meyer Automotive did not follow all of her recommendations for improvement; it did not take advantage of its opportunities to acquire more inventory; it did not timely retrieve its sales leads; it did not participate, or participate effectively, in a number of programs that would have provided it with sales leads; and it needed a significant amount of training on General Motors' systems.

The district manager intervened significantly in Meyer Automotive's operations, including designing business plans, training on order optimization, reading reports, overseeing the order allocation process, and requesting additional units. She also had to provide constant reminders for Meyer Automotive to complete consensus orders and other dealer business. The district manager testified that she spent "significant[ly]" more time counseling Meyer Automotive than the other dealers in her district.

The district manager was sympathetic to Meyer Automotive's inventory issues in 2020 and 2021, as inventory was a

widespread issue across General Motors during that time due to COVID-19 pandemic-related shortages. However, she testified that unlike other dealers with inventory issues, Meyer Automotive did not utilize "inventory best practices" to minimize the issue and maximize the inventory it received. She pointed to two other similarly situated dealers that consistently met their monthly objectives by maximizing ordering and that did so across all models of vehicles. In her view, Meyer Automotive was not maximizing its sales opportunities by failing to order a broader mix of inventory. The district manager provided Meyer Automotive with data showing which vehicle models customers in its APR were buying from other dealerships, rather than from Meyer Automotive. "[She] was trying to show [Meyer Automotive] that there was a demand for cars and small SUVs [in its APR], but [Meyer Automotive was] very insistent that, no, [it] needed to be a truck dealership."

In addition, Meyer Automotive operated out of its Ford building and not its General Motors building. Moreover, even though it had separate buildings for each dealership, Meyer Automotive had only one sales staff for both vehicle brands. The district manager explained that in such a situation, it was typical to have dedicated sales staff for each brand.

The district manager thought that General Motors provided all the assistance it could to Meyer Automotive in order to help it succeed, and significantly more assistance than it provided to other dealerships. However, in her view, Meyer Automotive did not do all it could to help itself succeed, and for that reason, its dealership agreement should be terminated.

(d) General Motors' Expert Analyses

General Motors called two expert consultants focused on the automotive industry to testify. The first expert conducted a comparative analysis of data from Meyer Automotive for the years 2016 to 2021. For his comparative analysis, he created a class of General Motors dealerships that sold fewer

than 200 new General Motors vehicles a year, which he referred to as "small Nebraska dealerships." These dealerships were small-volume dealerships and not representative of Meyer Automotive's APR.

The expert found that Meyer Automotive was reporting significantly higher gross profits per vehicle retail, "which generally means it's charging higher prices for the vehicles." He reviewed the inventory available on Meyer Automotive's website and "noticed many of the vehicles were priced at — or offered at prices higher than MSRP." In his view, the high prices were a likely factor in driving customers to other dealerships. Additionally, Meyer Automotive's profits per vehicle were substantially higher than those of other small Nebraska dealerships, and the sales staff at Meyer Automotive was also compensated significantly more for used car sales than for new car sales. The expert also found that Meyer Automotive's "advertising effort" spent was less than half of what the other dealerships spent per vehicle, when normalized to opportunity. When he compared Meyer Automotive with a broader range of small-volume sales dealerships in Nebraska, South Dakota, and Iowa, the same patterns emerged.

The expert recognized that Meyer Automotive improved its sales performance during the period when the termination proceeding was pending, in 2020 and 2021. However, he found that the increase in sales was not specific to General Motors vehicles but also occurred with Meyer Automotive's Ford sales. He also reiterated that even though Meyer Automotive outperformed the comparative "small Nebraska dealerships" group in 2020 and 2021, that group was based on total vehicle sales, not on expected performance calculated by RSI. He noted that a dealer with an APR comparable to Meyer Automotive's sold over 400 vehicles per year, while Meyer Automotive sold about 80 vehicles in 2021. He also noted that Meyer Automotive's service satisfaction scores were also significantly lower than those of the small-volume sales comparison group.

The expert also analyzed Meyer Automotive's assets and found that it did not have long-term assets, as a separate business owned by Robert Meyer owned the building and the land where the dealership operated. Ultimately, in the expert's view, having a different dealership in Seward "would be beneficial to the public welfare."

The second expert consultant's analysis was on Meyer Automotive's expected performance, calculated by RSI. He observed that smaller market dealers can overperform their RSI, such as two other Nebraska dealerships. He found that Meyer Automotive accounted for less than 6 percent of the total vehicle sales in its APR, which he believed was the lowest he had seen "in a relatively remote market." And contrary to Meyer Automotive's assertion that its APR desired only trucks, he found that fewer than half of the new vehicle registrations were pickup trucks. In his view, Meyer Automotive's improved sales in 2020 and 2021 were not significant when compared to "what a reasonable level of sales would be." Ultimately, his analysis found that General Motors and its vehicles were "not being rejected, but [Meyer Automotive was] being rejected by Seward and its consumers."

(e) Meyer Automotive's Case

Robert Meyer, the owner and dealer of Meyer Automotive, testified on its behalf. His testimony was that Meyer Automotive could not and did not receive sufficient inventory to improve its RSI until the new district manager started in 2019. Meyer testified that he could increase his allotted inventory only incrementally due to General Motors' allocation system. He stated, "The way that the metric is set up, it's about impossible. And it's been that way since day one."

Meyer maintained that he did not have a "real" district manager until 2019. Thereafter, in 2020, he was able to obtain additional inventory and was able to generate a 50-percent increase in sales, followed by a 74.1-percent increase in Chevrolet sales. He maintained that with the district manager's assistance

in preparing a business plan, he increased General Motors vehicle sales by 263 percent from 2017 to 2022.

For completeness, we note that Meyer Automotive also presented testimony from an expert witness. However, in its written decision, the Board found that the expert's testimony was not relevant to the proceeding and sustained General Motors' objection to the expert's testimony. That ruling was not at issue in this review proceeding before the district court; nor is it on appeal.

(f) Replacement Dealer

Apart from the general indication that General Motors wanted a better-performing dealer in the Seward APR, little direct evidence was adduced as to the establishment of another Chevrolet or GMC franchise in the event the franchise agreements were terminated. The following exchange occurred with General Motors' district manager: "[Counsel:] We may have covered this earlier, but if the Board permits [General Motors] to terminate the dealer agreements of GMC and Chevy for [Meyer Automotive], is [General Motors'] plan to go back into the Seward market? [District manager:] Yes." And the following exchange occurred with General Motors' regional manager: "[Counsel:] Have you ever had any communications with anybody about who might be a replacement dealer? [Regional manager:] No."

(g) Relevant Timeframe

There was some discussion from the Board members as to the relevant timeframe that should be considered: whether the Board should consider only the circumstances at the end of Meyer Automotive's cure period, or whether the developing circumstances, namely Meyer Automotive's improved performance between that time and the hearing, should be considered. The following exchange between the Board and General Motors' expert appears in the record:

> [Board member:] If this data was cut off in '19, I mean, it's pretty compelling, but having '20 and '21 and '22, I see a dealer that got woke up with a termination letter and turned the corner with improvement.
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> . . . .
>
> . . . Is it normal to look at time periods after a letter of termination in your —
>
> [Expert witness:] Right. In my experience, no.
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> [Board member:] Okay.
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> [Expert witness:] I mean, the fact of the matter is [General Motors] had to make a decision; and we heard testimony about all of the time that [Meyer Automotive] had to turn it around, and so forth, and [General Motors] had to pull the trigger at some point.

However, as detailed above, significant evidence was adduced regarding Meyer Automotive's performance after the cure period—from 2020 through 2022. As detailed below, the Board relied heavily on that evidence in reaching its decision.

5. Board Decision

In March 2024, the 6-member Board, none of whose members was a factory representative, issued its written decision and found no good cause to terminate the parties' franchise agreements. It found that the "evidence presented by [General Motors was] pretextual in nature, and that [the] root cause of [Meyer Automotive's] routinely poor performance was [General Motors'] failure to allocate and deliver new vehicles." The Board then identified the following specific findings: (1) efforts of the district manager that started after Meyer Automotive's cure period resulted in allocation and delivery of adequate inventory; (2) the investments of Meyer Properties, namely the property, should be included in its analysis; (3) Meyer Automotive had operated in the same location for over 11 years, on property purchased by Robert Meyer for the construction of the dealership, which was a significant permanent investment; (4) Meyer Automotive's

effect on its APR was negligible because so many General Motors vehicles sold come from other dealers; and (5) Meyer Automotive was providing adequate consumer care in its service department.

In finding no good cause for termination, the Board conducted a "factor[]" analysis under Neb. Rev. Stat. § 60-1433 (Reissue 2021). It concluded that (1) Meyer Automotive's amount of business transacted was a function of General Motors' allocation and delivery of suitable vehicles, (2) Robert Meyer's investment in the real estate and the operation for 11 years weighed heavily against termination, (3) General Motors failed to establish inadequacy of consumer care by Meyer Automotive, and (4) it should give the other "factors little weight."

6. District Court Review

General Motors timely filed a petition for review in the district court. It named the Board; the Board's executive director and vice chairperson, who had both signed the Board's written decision; and Meyer Automotive as parties. The Board and its executive director and vice chairperson (collectively State Appellees) were represented by the Attorney General's office. The State Appellees raised two arguments: General Motors failed to prove that (1) "good cause for termination" existed[4] and (2) "another franchise in the same line-make will become effective in the same community."[5] Meyer Automotive argued only that the Board correctly found General Motors failed to prove good cause.

Upon its review de novo on the record, the district court affirmed the decision of the Board. The court found that General Motors failed to prove both that good cause existed to terminate the franchise agreements and that another franchise would become effective upon such termination.

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[4] See § 60-1420(1)(a).

[5] See § 60-1420(1)(b).

As for good cause, the district court first found that Meyer Automotive at times lacked initiative and that General Motors failed to support the dealership, particularly with respect to inventory. It emphasized the absence of evidence that any other dealerships "started in the same hole" as Meyer Automotive, which we understand to mean the lack of inventory it had upon its purchase of Rolfsmeier Motors and the difficulties caused by General Motors' bankruptcy. It found that Meyer Automotive "turned a corner" after 2019, when it began helping itself and General Motors supplied additional inventory. The court found that Meyer Automotive was now selling more vehicles than "the average small Nebraska dealership"—General Motors' expert's comparison group of small-volume dealerships.

The district court also found that (1) Meyer Automotive's investments would not be affected by the termination of the dealership; (2) the property, which was not owned by Meyer Automotive, should not be considered because it was purchased for the Ford dealership; (3) the General Motors building was now fully depreciated; and (4) the record suggested the building has value for other uses. The court found that Meyer Automotive substantially complied with the dealership agreements and that the other enumerated circumstances were not relevant or applicable based on the agency record.

Ultimately, the district court concluded that although it had "not kept a running tally of which factors are 'for' or 'against' termination," after considering the entire record, it found that General Motors had not shown good cause for termination.

As to establishing that another franchise would become effective in the community, the district court concluded that § 60-1420(1)(b) "require[s] more than a general desire by the manufacturer to open another franchise at some undefined point in the future." Specifically, it took issue with the facts that General Motors "ha[d] not communicated with ***any*** potential replacement dealer" and that the evidence failed to

show "how much interest other dealers would have in the Seward market."

The district court affirmed the decision of the Board.

General Motors filed a timely appeal, which we moved to our docket on our own motion.[6]

7. Supplemental Briefing

Before oral arguments and the submission of this appeal, we issued an order to show cause as to "why the [Board], its Executive Director, and its Second Vice Chairperson are proper parties of record in this case." We also ordered the parties to submit supplemental briefs addressing "whether the agency's only role in this case was to act as a neutral factfinding body."[7]

The parties responded to our order to show cause and submitted supplemental briefs. We reserved ruling on our order to show cause pending plenary submission.

III. ASSIGNMENTS OF ERROR

General Motors assigns that the district court erred (1) by finding that the Board's statutorily deficient composition did not violate General Motors' due process rights; (2) by finding that good cause did not exist to terminate the dealer agreement of Meyer Automotive; (3) by finding that General Motors failed to support and allocate sufficient product to Meyer Automotive, which finding was capricious and unsupported by competent evidence; (4) by finding that a General Motors representative improved Meyer Automotive's inventory position, as that finding was unsupported by competent evidence; (5) by finding that Meyer Automotive sold substantially more units after the termination notice, which finding was unsupported by competent evidence; (6) by not making a specific finding as to whether the good cause factors

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[6] See Neb. Rev. Stat. § 24-1106(3) (Cum. Supp. 2024); Neb. Ct. R. App. P. § 2-102(C) (rev. 2022).

[7] See § 84-917(2)(a)(i).

in § 60-1433(1) through (5) and (7) support, negate, or are neutral to a finding of a good cause to terminate; (7) by finding that Meyer Automotive substantially complied with the customer satisfaction terms of the franchise agreements, as that finding was unsupported by competent evidence; and (8) by finding that General Motors failed to prove that another franchise in the same line-make will become effective in the same community, without diminution of the franchisee's service formerly provided, by way of the court's "concocting an unworkable, inappropriate new standard not required by Nebraska's statute and rejected by another court interpreting an identical statutory provision."

IV. STANDARD OF REVIEW

[1,2] A jurisdictional issue that does not involve a factual dispute presents a question of law, which an appellate court independently decides.[8] The meaning and interpretation of statutes and regulations are questions of law for which an appellate court has an obligation to reach an independent, correct conclusion irrespective of the decision made by the court below.[9]

[3,4] A judgment or final order rendered by a district court in a judicial review pursuant to the APA may be reversed, vacated, or modified by an appellate court for errors appearing on the record.[10] When reviewing an order of a district court under the APA for errors appearing on the record, the inquiry is whether the decision conforms to the law, is supported by competent evidence, and is neither arbitrary, capricious, nor unreasonable.[11]

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[8] *Swicord v. Police Stds. Adv. Council*, 314 Neb. 816, 993 N.W.2d 327 (2023).

[9] See *id.*

[10] *Uhrich & Brown Ltd. Part. v. Middle Republican NRD*, 315 Neb. 596, 998 N.W.2d 41 (2023).

[11] *Id.*

V. ANALYSIS

As we have long recognized, under Nebraska's Motor Vehicle Industry Regulation Act, Neb. Rev. Stat. §§ 60-1401 to 60-1441 (Reissue 2021 & Cum. Supp. 2024), before a manufacturer may discontinue or terminate a franchise or establish an additional franchise in the same community, the manufacturer must file an application with the Board.[12] The Board is composed of the Director of Motor Vehicles, who is the chairperson, and nine members.[13] The nine members include three new motor vehicle dealers, two used motor vehicle dealers, one motorcycle dealer, one trailer dealer or a combination motor vehicle and trailer dealer, one factory representative, and one member of the general public.[14]

A franchise may be terminated or discontinued only when the manufacturer proves good cause exists and shows that another franchise will become effective in the community, unless the community will not support a franchise.[15] The manufacturer has the burden of proof on these issues.[16] The purpose of the act is to protect retail car dealers from perceived abusive and oppressive acts by the manufacturers due primarily to the disparity in bargaining power between automobile manufacturers and their dealers.[17]

We also note that a manufacturer must further show that it is "willing and able to comply"[18] with § 60-1430.02, which requires the manufacturer to pay the dealer for various costs and assets associated with terminating or discontinuing

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[12] *American Motors Sales Corp. v. Perkins*, 198 Neb. 97, 251 N.W.2d 727 (1977). See § 60-1424.

[13] *American Motors Sales Corp. v. Perkins, supra* note 12. See § 60-1402.

[14] *Id*.

[15] *American Motors Sales Corp. v. Perkins, supra* note 12. See § 60-1420.

[16] *American Motors Sales Corp. v. Perkins, supra* note 12. See § 60-1427.

[17] See *In re Application of General Motors Corp.*, 232 Neb. 11, 439 N.W.2d 453 (1989).

[18] § 60-1420(1)(c).

the franchise. However, this requirement is not at issue in this appeal.

The primary issues on appeal are whether there was "good cause for termination" of the franchise agreements[19] and whether General Motors sufficiently established that "another franchise in the same line-make will become effective in the community."[20] But before addressing those substantive questions, there are two threshold procedural questions that we must address: (1) whether the Board and its members are proper parties to the review proceeding under § 84-917 and (2) whether the Board's composition at the franchise termination proceeding failed to comply with the requirements of § 60-1402 and, therefore, violated General Motors' right to due process.

Because the resolution of the questions raised in this appeal largely concerns the interpretation of the Motor Vehicle Industry Regulation Act, we first review our principles of statutory interpretation before addressing the procedural and substantive questions before us.

1. Principles of Statutory Interpretation

[5,6] The fundamental objective of statutory interpretation is to ascertain and carry out the Legislature's intent.[21] Statutory interpretation begins with the text, and the text is to be given its plain and ordinary meaning.[22] It is not within the province of a court to read a meaning into a statute that is not warranted by the language; neither is it within the province of a court to read anything plain, direct, or unambiguous out of a statute.[23] In construing a statute, the legislative intention is to be determined from a general consideration of the whole act with reference to the subject matter to which it applies and the

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[19] § 60-1420(1)(a). See §§ 60-1429 and 60-1433.

[20] § 60-1420(1)(b).

[21] *Flinn v. Strode*, 320 Neb. 813, 30 N.W.3d 661 (2026).

[22] *Id.*

[23] *Id.*

particular topic under which the language in question is found, and the intent as deduced from the whole will prevail over that of a particular part considered separately.[24]

[7,8] Statutes pertaining to the same subject matter should be construed together; such statutes, being in pari materia, must be construed as if they were one law, and effect must be given to every provision.[25] To give effect to all parts of a statute, a court will attempt to reconcile different provisions so they are consistent, harmonious, and sensible and will avoid rejecting as superfluous or meaningless any word, clause, or sentence.[26] In interpreting a statute, a court is guided by the presumption that the Legislature intended a sensible rather than an absurd result in enacting the statute.[27]

2. Proper Parties

The question of the proper parties in this review proceeding presents two threshold questions we have not previously expressly considered: (1) whether members of the Board are proper parties to the review proceeding and (2) whether the Board's "only role in [this] contested case [was] to act as a neutral factfinding body."[28] If so, "the agency shall not be a party of record."[29] We address these questions in turn.

(a) Executive Director and Vice Chairperson

The parties generally agree that the Board's executive director and vice chairperson are improper parties to this review proceeding. General Motors takes the position that "[t]he relief sought on appeal" does not concern any action taken by the executive director or vice chairperson separate

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[24] *Id.*

[25] *Id.*

[26] *Id.*

[27] See *MLB Advanced Media v. Nebraska Dept. of Rev.*, 321 Neb. 515, 36 N.W.3d 165 (2026).

[28] § 84-917(2)(a)(i).

[29] *Id.*

from the Board's action, and, thus, it "has no objection" to their dismissal.[30] Meyer Automotive and the State Appellees both contend that the Board's executive director and second vice chairperson are improper parties under § 84-917 because they merely signed the order on behalf of the Board. We agree that the named Board members are improper parties in this review proceeding.

Section 84-917(2)(a)(i) provides that "[a] party of record for district court proceedings for review shall include any person who appeared either personally or through an attorney, who was a participant in the agency's contested hearing, and who was treated as a party by the agency's hearing officer." Neither the Board's executive director nor its vice chairperson satisfies any of these criteria. Moreover, we agree that they took no individual action that would warrant their participation in this appeal.[31]

The Board's executive director and its vice chairperson are improper parties in this review proceeding. Accordingly, we dismiss them from the matter.

(b) Nebraska Motor Vehicle Industry Licensing Board

If the Board's only role was that of a neutral factfinding body, it is not a proper party in this review proceeding. At the outset, we note that the Board has not been a party to prior review proceedings of franchise termination proceedings under the current APA statutory scheme.[32]

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[30] Brief for appellant in response to order to show cause at 6, 7.

[31] See, e.g., *Southern Nebraska Power Co. v. Village of Deshler*, 130 Neb. 133, 264 N.W. 462 (1936); *Cooperrider v. State*, 46 Neb. 84, 64 N.W. 372 (1895).

[32] See, e.g., *Rose Equip., Inc. v. Ford Motor Co.*, 248 Neb. 344, 535 N.W.2d 404 (1995); *In re Application of General Motors Corp., supra* note 17; *Chrysler Corp. v. Lee Janssen Motor Co.*, 9 Neb. App. 721, 619 N.W.2d 78 (2000); *General Motors Corp. v. Stan Olsen Pontiac GMC-Trucks, Inc. of Omaha*, No. CI 03-2208, 2003 WL 23921745 (Lancaster Cty. Dist. Ct. Dec. 9, 2003).

[9-12] The parties all agree as to the proper rule governing the analysis of the Board's role.

> An administrative agency is a neutral factfinding body when it is neither an adversary nor an advocate of a party. In contrast, when an administrative agency acts as the primary civil enforcement agency, as distinguished from determining the rights of two or more individuals in a dispute before such agency, it is more than a neutral factfinding body. Also, an agency that is charged with the responsibility of protecting the public interest, and not merely determining the rights of two or more individuals in a dispute, is more than a neutral factfinding body.
>
> When evaluating whether an agency is a neutral fact finder under § 84-917(2)(a), we have repeatedly looked to the agency's actions as to the dispute at issue, the statutory basis upon which the agency was acting, and the participation of the agency in the matters surrounding the dispute. In cases where an agency acts beyond the role of a neutral fact finder due to its responsibility to the public interest, its role as the primary civil enforcement entity, or its licensing and credentialing function, the agency takes some action or is required to make some consideration beyond merely resolving a dispute between outside parties.[33]

Despite agreeing on the rule controlling our analysis, the parties take divergent positions on whether the Board acted only as a neutral fact finder. Both General Motors and the Board contend that the Board did more than act as a neutral factfinding body, but for different reasons.

General Motors argues that "the Board did not merely weigh evidence or make factual findings[, because it] exercised legal judgment by selecting and applying a statutory framework."[34]

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[33] *Omaha Expo. & Racing v. Nebraska State Racing Comm.*, 307 Neb. 172, 184-85, 949 N.W.2d 183, 194 (2020).

[34] Brief for appellant in response to order to show cause at 5.

It also argues that the Board's participation before the district court and on appeal displays its role as more than a neutral factfinding body. In support, it points to "[t]he briefing submitted on behalf of the Board [that] urges affirmance based on statutory interpretation, legal analysis, and policy considerations, rather than merely explaining or contextualizing the administrative record."[35] General Motors also argues that "[b]ecause the Board's own jurisdiction, authority, and decisional power are directly challenged, the Board cannot be characterized as a neutral factfinding body . . . ."[36]

The State Appellees raise two primary arguments in support of their position that the Board was more than a neutral factfinding body: (1) The Board acts as the primary civil enforcement agency when reviewing applications to terminate a franchise, and (2) it must consider, or protect, the public interest in making its determination.

On the other hand, Meyer Automotive contends that the Board is not a proper party because its only role was as a neutral factfinding body related to Meyer Automotive's dispute with General Motors. Meyer Automotive likens the Board's role in this case to that of the Public Service Commission (PSC) in *Metropolitan Util. Dist. v. Aquila, Inc.*[37]

> [Th]ere, the PSC was not acting as a certifying agency or the primary civil enforcement agency. Nor was the PSC acting in the role of an adversarial party or enforcing a previous order. Instead, the PSC was acting as a factfinding body to determine the validity of [the appellee's] complaint seeking a cease and desist order.[38]

Meyer Automotive argues that, like the PSC in that case, even though the Board acts as a primary civil enforcement

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[35] *Id*.

[36] *Id.* at 6.

[37] *Metropolitan Util. Dist. v. Aquila, Inc.*, 271 Neb. 454, 712 N.W.2d 280 (2006).

[38] *Id*. at 465, 712 N.W.2d at 289.

agency and takes action in the public interest in other matters, "the Board's powers are more limited with regard to [franchise] termination hearings."[39] It contends that "the Board's role in a franchise termination proceeding is to determine the outcome of a dispute between the franchisor[, i.e., manufacturer,] and franchisee[, i.e., dealer], based only on the facts presented by both parties."[40] We agree with Meyer Automotive.

[13] First, we address General Motors' arguments. While we agree that the Board has taken on an adversarial role before the district court and again on appeal, the proper consideration under § 84-917(2)(a)(i) is whether its only role was that of a neutral fact finder in the hearing before the Board. Consideration of the Board's position in this review proceeding has no effect on the Board's role in the franchise termination proceeding.

We also disagree with General Motors' argument that the mere execution of its judgment in applying a statutory framework places the Board in an adversarial role. There is nothing inherently adversarial in applying a statutory framework. The question is whether the statutory framework places the Board in a role other than that of a neutral fact finder. As we discuss further below, the statutes applicable to franchise termination proceedings do not. There was nothing adversarial concerning the Board's jurisdiction, authority, and decisional power in the franchise termination proceeding, nor is its participation in the review proceeding necessary to determine its statutory power and authority.

[14] The State Appellees and Meyer Automotive disagree on whether the Board served as an enforcement agency and took action in the public interest as part of the franchise termination proceeding. We agree with Meyer Automotive that the Board did not engage in such activities. As *Metropolitan*

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[39] Brief for appellee Meyer Automotive in response to order to show cause at 6.

[40] *Id.* at 7.

Util. Dist. v. Aquila, Inc., shows, merely making a factual finding that something is in the public interest does not cause an agency to act in anything other than a neutral factfinding role. The fact that § 60-1433(4) requires the Board to consider "[w]hether it is injurious to the public welfare for the business of the franchisee to be disrupted" does not equate to the Board's *taking action* in the public interest.[41] In franchise termination proceedings, the Board takes no action other than resolving the dispute between the franchisor and franchisee before it. Section 60-1433 does not require the Board to act as an adversary or an advocate of either party.

Despite the State Appellees' contention that the Board takes a civil enforcement role in franchise termination proceedings, we fail to see what it is enforcing. Section 60-1427 plainly provides that in franchise termination proceedings, the Board is not authorized to conduct "any investigation," and that it, simply, "shall hear the evidence introduced by the parties." The Board "may issue orders to give effect to" rules of civil procedure relating to discovery and inspection that apply to franchise termination proceedings.[42] But such power does not constitute an action of civil enforcement. Ultimately, the Board "shall make its decision solely upon the record" made by the parties.[43] Moreover, the franchise termination proceeding statutes consistently refer to a "party" and "parties" but make no mention of the Board's participation in the proceeding as a party.[44]

Reading the Motor Vehicle Industry Registration Act in pari materia, the role of the Board in a franchise termination

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[41] See, also, e.g., *Metropolitan Util. Dist. v. Aquila, Inc., supra* note 37 (denial of certification constitutes action taken in public interest); *Leach v. Dept. of Motor Vehicles*, 213 Neb. 103, 327 N.W.2d 615 (1982) (license revocation matter of responsibility of protecting public interest).

[42] § 60-1428.

[43] § 60-1427.

[44] See, e.g., §§ 60-1425 and 60-1428.

proceeding is juxtaposed with the Board's other roles,[45] particularly its role concerning licensure,[46] where it does act as a civil enforcement agency. In that domain, the Board "[r]egulate[s] the issuance and revocation of licenses"[47] and can employ "[i]nvestigators [who] may enter upon and inspect the facilities, the required records, and [motor] vehicles . . . found in any licensed . . . dealer's established place or places of business."[48] The Board may "upon its own motion . . . investigate the actions of any person acting, registered, or licensed under the Motor Vehicle Industry Regulation Act."[49] Based on such investigations, the Board "may deny any application for a license, may revoke or suspend a license, may place the licensee or registrant on probation, [and] may assess an administrative fine."[50] In proceedings related thereto, the Board itself may "examine witnesses and take any evidence."[51] Similarly, whenever the Board believes a person has violated the Motor Vehicle Industry Regulation Act, "the [B]oard may, in addition to any other remedy, bring an action in the name and on behalf of the State of Nebraska against such person."[52]

[15] But the Board's role in franchise termination proceedings is different. Instead, like the PSC in *Metropolitan Util. Dist. v. Aquila, Inc.*, the Board acts as a neutral factfinding body to resolve a dispute between the parties—in this case, General Motors' application to terminate its franchise agreements with Meyer Automotive.[53] The dispute at issue was

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[45] See, generally, § 60-1403.

[46] See §§ 60-1407 and 60-1411.01.

[47] § 60-1403(1)(a).

[48] § 60-1403(3).

[49] § 60-1411.02.

[50] *Id.*

[51] § 60-1414.

[52] Neb. Rev. Stat. § 60-1415.01 (Reissue 2021).

[53] See *Metropolitan Util. Dist. v. Aquila, Inc., supra* note 37.

between General Motors and Meyer Automotive—the dispute did not involve the Board. As discussed above, the Board's statutory authority in franchise termination proceedings is limited to adjudicating the dispute between the franchisor and the franchisee, and the Board participates in the proceeding only to receive evidence offered at the hearing by the parties and make the statutorily required findings.[54] In this matter, the Board took no action and did not make any consideration beyond merely resolving the dispute between the parties.

The Board's only role in the franchise termination proceeding was that of a neutral factfinding body. Accordingly, the agency "shall not be a party of record,"[55] and we dismiss the Board from this review proceeding.

3. Due Process

Now that we have the proper parties before us, we turn to General Motors' assignments of error. We begin with its contention that the Board's statutorily deficient composition violated its due process rights at the franchise termination hearing.

General Motors argues that § 60-1402(1), which provides that the Board "shall" comprise 10 members, including "[o]ne factory [i.e., manufacturer] representative," is mandatory. It contends that its due process rights were violated because this statute was not complied with during its franchise termination proceeding, as only six members of the Board were present, none of whom was a factory representative. Meyer Automotive disagrees and argues that a majority of a quorum constitutes a valid body for action of the Board. We agree with Meyer Automotive.

Section 60-1402 created the Board and provided that its members "shall be the chairperson of the [B]oard, and nine members appointed by the Governor as follows: One factory

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[54] See § 60-1420(1).

[55] § 84-917(2)(a)(i).

representative . . . .” A factory representative is “a representative employed by a person who manufactures or assembles motor vehicles . . . or by a factory branch.”[56] Section 60-1402 is a general statute applicable to the Board as a whole. It is not specifically applicable to franchise termination proceedings.

[16] We agree with General Motors’ general premises that a franchise termination hearing must take place before the Board[57] and that the Board shall comprise the 10 statutorily mandated members.[58] However, as we have long recognized in other contexts, in the absence of a contrary statutory provision, a majority of a quorum which constitutes a simple majority of a collective body may act for that body.[59] We agree with Meyer Automotive that this rule is applicable here. There is nothing in the franchise termination proceeding statutes that requires more than a majority of a quorum of the Board to act. Because the Board has a total of 10 members, 6 members constitute a quorum and 4 members constitute a majority of that quorum.

In this case, the quorum requirement was satisfied because six members of the Board heard the parties’ dispute. The Board members who were present ruled unanimously. Thus, the Board’s action was based on a majority of a quorum. We conclude that General Motors’ due process rights were not violated.

4. GOOD CAUSE

General Motors assigns that the district court erred when it found that good cause did not exist to terminate the franchise

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[56] § 60-1401.17.

[57] See §§ 60-1420 and 60-1425.

[58] See § 60-1402(1).

[59] *Jeter v. Board of Education*, 231 Neb. 80, 435 N.W.2d 170 (1989); *Chase v. Board of Trustees of Nebraska State Colleges*, 194 Neb. 688, 235 N.W.2d 223 (1975); *Houser v. School Dist. of South Sioux City*, 189 Neb. 323, 202 N.W.2d 621 (1972).

agreements with Meyer Automotive. Its next five assignments, Nos. 3 to 7, then provide specific grounds for that assignment. Accordingly, we consider them all together.

We first address General Motors' claim that the district court erred by not making specific findings related to the "factors" enumerated in § 60-1433 and whether they support, negate, or are neutral to a finding of good cause to terminate the franchise agreements. The language of § 60-1433 is plain. It provides in full:

> In determining whether good cause has been established for terminating or not continuing a franchise, the [B]oard shall take into consideration the existing circumstances, including, but not limited to:
>
> (1) Amount of business transacted by the franchisee;
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> (2) Investment necessarily made and obligations incurred by the franchisee in the performance of his part of the franchise;
>
> (3) Permanency of the investment;
>
> (4) Whether it is injurious to the public welfare for the business of the franchisee to be disrupted;
>
> (5) Whether the franchisee has adequate motor vehicle, combination motor vehicle and trailer, motorcycle, or trailer service facilities, equipment, parts and qualified service personnel to reasonably provide consumer care for the motor vehicles, combination motor vehicles and trailers, motorcycles, or trailers sold at retail by the franchisee and any other motor vehicle, combination motor vehicle and trailer, motorcycle, or trailer of the same line-make;
>
> (6) Whether the franchisee refuses to honor warranties of the franchisor to be performed by the franchisee if the franchisor reimburses the franchisee for such warranty work performed by the franchisee;
>
> (7) Except as provided in section 60-1429, failure by the franchisee to substantially comply with those

> requirements of the franchise which are determined by the [B]oard to be reasonable and material; and
>
> (8) Except as provided in section 60-1429, bad faith by the franchisee in complying with those terms of the franchise which are determined by the [B]oard to be reasonable and material.[60]

We have held that the word "include," as used in a statute, connotes that the provided list of components is not exhaustive and that there are other items includable that are not specifically enumerated.[61] Moreover, despite General Motors' denotation of "factors," § 60-1433 enumerates "consideration[s]." As the Supreme Court of Iowa has interpreted the same language, it "calls for a qualitative rather than quantitative analysis."[62] We agree.

[17] The question § 60-1433 asks is whether there is good cause based on the existing circumstances, and it does not require a balancing or weighing of factors. The district court did not err in not keeping a "running tally" and, instead, correctly considered the entire record.

General Motors also takes issue with the district court's findings that it failed to allocate sufficient product to Meyer Automotive, that Meyer Automotive's inventory position improved under the new district manager, and that Meyer Automotive sold substantially more units after the termination notice, beginning in 2019. In addressing these assignments, we are cognizant of our standard of review—the question being whether these findings are supported by competent evidence. We determine that they are.

[18] To begin, we agree with the district court and the Board that all circumstances prior to the termination hearing

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[60] § 60-1433. See, also, § 60-1429 (enumerating facts that "shall not constitute good cause").

[61] *State v. Webb*, 311 Neb. 694, 974 N.W.2d 317 (2022).

[62] *Craig Foster Ford v. Dept. of Transp.*, 562 N.W.2d 618, 623 (Iowa 1997). See *Chrysler Corp. v. Lee Janssen Motor Co., supra* note 32.

are relevant when determining whether good cause exists to terminate a franchise agreement. The inquiry is not whether good cause existed at the time a franchisor filed its application for termination. For purposes of § 60-1420(1)(a), the question is whether good cause exists to terminate the franchise at the time the decision regarding termination is made. Neither the Board nor the district court erred in considering evidence of Meyer Automotive's performance after General Motors filed its application for termination.

That said, the record is clear that Meyer Automotive received a greater supply of vehicles under the new district manager and that, relatedly, Meyer Automotive sold more vehicles. What we understand General Motors' argument to be is that Meyer Automotive's efforts and improvements were not sufficient to rectify its prior failings. As General Motors says in its appellate brief, "[Meyer Automotive's] sales performance for Chevrolet and GMC has been so egregiously poor that this factor alone warrants termination."[63] However, the record shows that beginning in 2019, Meyer Automotive's performance improved each year leading up to the termination hearing. The delay between the termination notice and the termination hearing certainly benefited Meyer Automotive. We cannot find error in the district court's factual determination that Meyer Automotive's improvement was sufficient to rectify its prior past performance such that good cause did not exist to terminate the franchise agreements at the time of the franchise termination hearing.

As for the district court's other findings, we agree that investments held by Meyer Properties should not be considered investments of Meyer Automotive and that, apart from Meyer Automotive's compliance with the franchise agreements, the other enumerated circumstances were either not relevant or not applicable based on the agency record.

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[63] Brief for appellant at 26.

Finally, we consider General Motors' assignment that the district court erred in finding that Meyer Automotive substantially complied with the customer satisfaction terms of the franchise agreements. General Motors takes issue with Meyer Automotive's customer satisfaction scores and argues that further dissatisfaction should be inferred from the fact that a majority of customers in Meyer Automotive's APR chose to drive "inconvenient distances" to do business with other franchisees.[64]

There are two facts that negate General Motors' arguments concerning Meyer Automotive's customer satisfaction. First, as the district court found, there is no objective standard for customer satisfaction in the franchise agreements. Second, while the record does show that customers in Meyer Automotive's APR patronized other nearby franchisees, rather than Meyer Automotive, the record does not contain sufficient evidence as to why that was the case, such that the district court erred by not inferring that it was due to Meyer Automotive's poor customer service.

In sum, the record contains competent evidence that supports the district court's finding that General Motors failed to establish good cause at the termination hearing before the Board.

5. Another Franchise in Same Community

General Motors' final assignment is that the district court erred by imposing an erroneous legal standard in finding that it failed to establish that "[u]pon termination [of the franchise agreements], another franchise in the same line-make will become effective in the same community," as required by § 60-1420(1)(b). The district court took issue with the absence of evidence, highlighting General Motors' admitted failure to communicate with any potential future franchisee. As we set forth above, the court concluded that § 60-1420(1)(b) "require[s] more than a general desire by the

[64] *Id.* at 43.

manufacturer to open another franchise at some undefined point in the future."

General Motors argues that the undisputed testimony of its district manager that General Motors' "plan [was] to go back into the Seward market" was sufficient and that nothing more than its "good-faith intent to install a replacement dealer upon [Meyer Automotive's] termination" was required.[65] General Motors draws our attention to an opinion by the Supreme Court of Iowa, interpreting identical statutory language. In *Craig Foster Ford v. Dept. of Transp.*,[66] the franchisor presented evidence that another franchisee would enjoy success and that it had a good-faith intention to secure a new franchisee as soon as the franchise at issue was terminated. The court noted that "[s]trict adherence" to the statutory language would have required the franchisor to have a replacement dealer standing by for years while the termination proceeding was pending.[67] It concluded that requiring such would be "an unreasonable, impracticable[,] and absurd result."[68]

We need not determine whether the district court erred insofar as it concluded that § 60-1420(1)(b) requires evidence concerning the readiness of a replacement dealer. We have already determined that the district court did not err when it found that good cause did not exist to terminate the franchise agreements. That determination is dispositive of this appeal because § 60-1420(1) required General Motors to establish that each of the requirements in subsections (a) to (c) were met to terminate the franchise agreements with Meyer Automotive. An appellate court is not obligated to engage in an analysis that is not necessary to adjudicate the case and controversy before it.[69]

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[65] *Id.* at 25.

[66] *Craig Foster Ford v. Dept. of Transp., supra* note 62.

[67] *Id.* at 624.

[68] *Id.*

[69] *Schmuecker v. Lancaster County*, 321 Neb. 623, 36 N.W.3d 185 (2026).

VI. CONCLUSION

We dismiss the Board and its executive director and vice chairperson because they were improper parties to this review proceeding. We conclude that General Motors' due process rights were not violated, and we find competent evidence in the record that supports the district court's finding that General Motors failed to establish good cause to terminate the franchise agreements with Meyer Automotive. Accordingly, we affirm the judgment of the district court.

AFFIRMED.

FUNKE, C.J., not participating.