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# MARK A. KOCH, APPELLANT, V. CITY OF SARGENT, NEBRASKA, APPELLEE.

___ N.W.3d ___

Filed November 6, 2026. No. S-26-325.

1. **Jurisdiction: Appeal and Error.** The question of appellate jurisdiction is a question of law.
2. **Appeal and Error: Words and Phrases.** Plain error is error plainly evident from the record which prejudicially affects a substantial right of a litigant and is of such a nature that to leave it uncorrected would cause a miscarriage of justice or result in damage to the integrity, reputation, or fairness of the judicial process.
3. **Appeal and Error.** When reviewing proceedings for plain error, appellate courts are neither constrained by the specific arguments raised in the briefs nor required to consider every error that may have occurred in the lower court.
4. **Jurisdiction: Judgments: Final Orders: Appeal and Error.** To determine whether it has jurisdiction, an appellate court looks to Neb. Rev. Stat. §§ 25-1911 (Reissue 2016) and 25-1912 (Cum. Supp. 2024). Together, these statutes generally prescribe that for an appellate court to acquire jurisdiction of an appeal, the party must be appealing from a judgment or decree rendered or from a final order.
5. **Judgments: Final Orders: Words and Phrases.** A "judgment rendered," as required by Neb. Rev. Stat. § 25-1911 (Reissue 2016), is a final determination of the rights of the parties in an action, which is set forth by the court in a single, signed written document stating all of the relief granted or denied in an action.

Petition for further review from the Court of Appeals, on appeal thereto from the District Court for Custer County, KARIN L. NOAKES, Judge. Judgment of Court of Appeals reversed and remanded for further proceedings.

Mark A. Koch, pro se.

Heather L. Sikyta, of Sikyta Law Office, for appellee.

Funke, C.J., Cassel, Stacy, Papik, Freudenberg, Bergevin, and Vaughn, JJ.

Cassel, J.

## INTRODUCTION

Mark A. Koch appealed from a document designated as a judgment. The Nebraska Court of Appeals summarily dismissed the appeal for lack of jurisdiction, stating that judgment had not been rendered. Upon further review, we conclude that the district court rendered judgment by entering a single written document that explicitly denied "[a]ll the relief requested" and stated "[j]udgment is entered . . . as to each cause of action." Accordingly, we reverse the Court of Appeals' dismissal, and remand the cause to that court for further proceedings.

## BACKGROUND

### District Court Proceedings

Koch filed a complaint against the City of Sargent, Nebraska (the City), asserting numerous causes of action. He asked the court to void all actions taken at a particular city council meeting due to purported violations of Nebraska's Open Meetings Act[1] and other procedural deficiencies. The City moved to dismiss for failure to state a claim upon which relief could be granted.

Following a hearing in December 2025, the court entered an "Order Dismissing Certain Causes of Action." It dismissed most of the causes of action and set forth the allegations in the five causes of action that survived the City's motion to dismiss.

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[1] Neb. Rev. Stat. §§ 84-1407 to 84-1414 (Reissue 2024 & Supp. 2025).

In April 2026, the court entered a document that it designated as a "Judgment." It stated that Koch withdrew two of his causes of action and that the court conducted a trial on the three remaining causes of action. The court determined that it did not have jurisdiction to consider some of the claims and that Koch failed to meet his burden of proof. The document then stated: "All the relief requested by [Koch] is denied. Judgment is entered against [Koch] and for the [City] as to each cause of action."

Koch appealed.

## COURT OF APPEALS' DISPOSITION

Two weeks later, the Court of Appeals summarily dismissed the appeal for lack of jurisdiction. Its minute entry stated, in part:

> The district court has not signed a "single written document," as required in Neb. Rev. Stat. § 25-1301(2) (Cum. Supp. 2024), constituting the final determination of the rights of the parties and stating all the relief granted or denied in the action. It therefore has not yet rendered judgment. See D&M Roofing & Siding v. Distribution, Inc., 316 Neb. 952, 7 N.W.3d 868 (2024).

Koch timely filed a petition for further review, which we granted.[2]

## ASSIGNMENTS OF ERROR

Koch's "Statement of Errors" alleged nine errors committed by the district court. We disregard those because a "petition for further review and supporting memorandum brief shall set forth a separate, concise statement of each error alleged to have been made by the *Court of Appeals*."[3]

Koch set forth two errors allegedly committed by the Court of Appeals. One stated that the Court of Appeals erred in

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[2] Neb. Ct. R. App. P. § 2-102(F) (rev. 2022).

[3] § 2-102(F)(3) (emphasis supplied).

dismissing the appeal prior to completion of the bill of exceptions. The other alleged that the Court of Appeals erred in dismissing the case "with the final judgment in place on . . . April 7, 2026."

## STANDARD OF REVIEW

[1] The question of appellate jurisdiction is a question of law.[4]

## ANALYSIS

### Scope of Further Review

Further review by this court is a matter of judicial discretion.[5] In exercising our discretion, we may limit the issues to one or more of those raised by the parties and may notice plain error.[6] Koch assigned error to the Court of Appeals' dismissal of his appeal, but his brief contains no discussion of the alleged error as required by § 2-102(F)(3). We elect to review the dismissal for plain error.

[2,3] Plain error is error plainly evident from the record which prejudicially affects a substantial right of a litigant and is of such a nature that to leave it uncorrected would cause a miscarriage of justice or result in damage to the integrity, reputation, or fairness of the judicial process.[7] When reviewing proceedings for plain error, appellate courts are neither constrained by the specific arguments raised in the briefs nor required to consider every error that may have occurred in the lower court.[8] Here, we consider only whether the Court of Appeals erred in determining that it lacked jurisdiction because the district court had not rendered judgment.

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[4] *WRK v. Wiegert*, 320 Neb. 822, 30 N.W.3d 832 (2026).

[5] § 2-102(G).

[6] *Id.*

[7] *Fischer v. Southeast Community College*, 321 Neb. 638, 36 N.W.3d 479 (2026).

[8] *Id.*

Appellate Jurisdiction

[4] To determine whether it has jurisdiction, an appellate court looks to Neb. Rev. Stat. §§ 25-1911 (Reissue 2016) and 25-1912 (Cum. Supp. 2024). Together, these statutes generally prescribe that for an appellate court to acquire jurisdiction of an appeal, the party must be appealing from a judgment or decree rendered or from a final order.[9] There is no contention that the appeal was from a final order as defined by Neb. Rev. Stat. § 25-1902 (Cum. Supp. 2024); instead, the jurisdictional question is whether the district court rendered a final judgment.

[5] We are guided by the definitions in Neb. Rev. Stat. § 25-1301 (Cum. Supp. 2024). The statute defines a "judgment" as "the final determination of the rights of the parties in an action."[10] And it provides that "[r]endition of a judgment is the act of the court, or a judge thereof, in signing a single written document stating all of the relief granted or denied in an action."[11] Based on these definitions, we have stated that "a 'judgment rendered,' as required by § 25-1911, is a final determination of the rights of the parties in an action, which is set forth by the court in a single, signed written document stating all of the relief granted or denied in an action."[12]

We have spoken regarding the "single written document" requirement of § 25-1301(2) on multiple occasions since its addition to the statute in 2020.[13] In the background section of one case, in the course of reminding trial courts of the

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[9] *WRK v. Wiegert, supra* note 4.

[10] § 25-1301(1).

[11] § 25-1301(2).

[12] *D&M Roofing & Siding v. Distribution, Inc.*, 316 Neb. 952, 968, 7 N.W.3d 868, 881 (2024).

[13] See, *WRK v. Wiegert, supra* note 4; *Continental Indem. Co. v. Starr Indem. & Liab. Co.*, 320 Neb. 574, 28 N.W.3d 843 (2025); *Elbert v. Keating, O'Gara*, 319 Neb. 390, 22 N.W.3d 671 (2025); *D&M Roofing & Siding v. Distribution, Inc., supra* note 12; *Choice Homes v. Donner*, 311 Neb. 835, 976 N.W.2d 187 (2022).

recent statutory change, we stated that "where a judgment results from a series of documents, as here, the last one should include all relief granted or denied in the action, including relief previously set forth in interlocutory orders."[14] Last year, in *Elbert v. Keating, O'Gara*,[15] we explained that "a series of orders is not a substitute for rendering a judgment that states all the relief granted or denied in an action." In *Elbert*, the trial court had entered an order ruling on a motion to dismiss the operative complaint and later entered an order granting the defendant's motion to voluntarily dismiss its counterclaim without prejudice; however, the court had not signed a single written document stating all of the relief granted or denied in the action. Five months after our *Elbert* decision, we affirmed the Court of Appeals' summary dismissal of an appeal for lack of jurisdiction.[16] There, the trial court entered an order dismissing one defendant for lack of personal jurisdiction and later entered an order sustaining a motion to dismiss the other defendant without prejudice. Because the latter order said nothing about any other relief granted or denied—such as the earlier dismissal of the other defendant—we determined that the trial court had not certified a final judgment nor rendered a judgment.

We devote more attention to *D&M Roofing & Siding v. Distribution, Inc.*,[17] the case cited in the Court of Appeals' minute entry. There, we used language emphasizing the absence of a dismissal of the case. We stated that "a final, appealable judgment is one that disposes of the case by *dismissing* it either before hearing is had upon the merits or after trial by

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[14] *Choice Homes v. Donner, supra* note 13, 311 Neb. at 847, 976 N.W.2d at 198.

[15] *Elbert v. Keating, O'Gara, supra* note 13, 319 Neb. at 398, 22 N.W.3d at 677.

[16] *Continental Indem. Co. v. Starr Indem. & Liab. Co., supra* note 13.

[17] *D&M Roofing & Siding v. Distribution, Inc., supra* note 12.

rendition of judgment for the plaintiff or defendant."[18] We declared that "[i]t is only when the court enters an order of dismissal that the proceedings brought before the court by one party against another and filed under a particular case number come to an end."[19] But we coupled that declaration with the following: "Only by plainly granting or denying all of the relief sought in the action does the order conclude all the rights of the parties so that further proceedings cannot affect them."[20] Our analysis demonstrated that the jurisdictional problem in *D&M Roofing & Siding* was the district court's failure to expressly grant or deny relief regarding a breach of contract claim.

Here, we are not presented with any unresolved claims. Koch's multiple causes of action were addressed by the court in two documents. The first document dismissed the bulk of them. The second document resolved the remaining causes of action. In the latter document, the district court plainly stated that all relief sought by Koch was denied and that it entered judgment in favor of the City as to each cause of action. It did not specifically enter an order of dismissal. While doing so may have clearly signaled the end to the action, a judgment can exist without the court explicitly stating that the case is dismissed.

We recall that a "judgment rendered," as required by § 25-1911, is a final determination of the parties' rights in an action, which is set forth by the court in a single written document signed by the court stating all of the relief granted or denied in an action.[21] The April 2026 document stated both that "[a]ll the relief requested . . . is denied" and that "[j]udgment is entered against [Koch] and for the [City] as

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[18] *Id*. at 971, 7 N.W.3d at 883 (emphasis in original).

[19] *Id.* at 971-72, 7 N.W.3d at 883.

[20] *Id.* at 972, 7 N.W.3d at 883.

[21] See *WRK v. Wiegert, supra* note 4.

to each cause of action." This combination—contained in a single document signed by the court—constituted rendition of judgment. Because Koch timely filed an appeal from the judgment, the Court of Appeals had appellate jurisdiction. Accordingly, we reverse its contrary decision.

## CONCLUSION

As set forth above, we conclude the following:

- A "judgment rendered," as required by § 25-1911, is a final determination of the parties' rights in an action, which is set forth by the court in a single written document signed by the court stating all of the relief granted or denied in an action.
- The district court's December 2025 order, which sustained the City's motion to dismiss as to most of Koch's causes of action and set forth the allegations in the causes of action that survived dismissal, was an interlocutory order.
- The district court rendered judgment in April 2026 when it signed a single written document stating both that "[a]ll the relief requested . . . is denied" and that "[j]udgment is entered against [Koch] and for the [City] as to each cause of action."
- Because Koch appealed from the April 2026 judgment within 30 days, the Court of Appeals had appellate jurisdiction.

We therefore reverse the Court of Appeals' summary dismissal for lack of jurisdiction and remand the cause to that court for further proceedings.

REVERSED AND REMANDED FOR FURTHER PROCEEDINGS.