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# APPENDIX

## A

# Order

Michigan Supreme Court  
Lansing, Michigan

January 30, 2026

Megan K. Cavanagh,  
Chief Justice

169175 & (36)

Brian K. Zahra  
Richard H. Bernstein  
Elizabeth M. Welch  
Kyra H. Bolden  
Kimberly A. Thomas  
Noah P. Hood,  
Justices

KEVIN CASSADAY,  
Plaintiff-Appellant,

v

SC: 169175  
COA: 375023  
Eaton CC: 2021-000938-DO

KELLI CASSADAY, also known as KELLI  
BROZANSKI,  
Defendant-Appellee.

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On order of the Court, the application for leave to appeal the October 6, 2025 order of the Court of Appeals is considered, and it is DENIED, because we are not persuaded that the questions presented should be reviewed by this Court. The motion to remand is DENIED.



s0126

I, Elizabeth Kingston-Miller, Clerk of the Michigan Supreme Court, certify that the foregoing is a true and complete copy of the order entered at the direction of the Court.

January 30, 2026

Pet. App. \_004

*Elizabeth Kingston-Miller*  
Clerk

# APPENDIX

## B

# Order

Michigan Supreme Court  
Lansing, Michigan

April 23, 2026

169175 (47)

KEVIN CASSADAY,  
Plaintiff-Appellant,

v

KELLI CASSADAY, also known as KELLI  
BROZANSKI,  
Defendant-Appellee.

SC: 169175  
COA: 375023  
Eaton CC: 2021-000938-DO

Megan K. Cavanagh,  
Chief Justice

Brian K. Zahra  
Richard H. Bernstein  
Elizabeth M. Welch  
Kyra H. Bolden  
Kimberly A. Thomas  
Noah P. Hood,  
Justices

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On order of the Court, the motion for reconsideration of this Court's January 30, 2026 order is considered, and it is DENIED, because we are not persuaded that reconsideration of our previous order is warranted. MCR 7.311(G).



s0420

I, Elizabeth Kingston-Miller, Clerk of the Michigan Supreme Court, certify that the foregoing is a true and complete copy of the order entered at the direction of the Court.

April 23, 2026

Pet. App. 006

*Elizabeth Kingston-Miller*  
Clerk

# APPENDIX

## C

**Court of Appeals, State of Michigan**

**ORDER**

KEVIN CASSADAY V KELLI CASSADAY

Docket No. 375023

LC No. 2021-000938-DO

Michelle M. Rick  
Presiding Judge

Sima G. Patel

Philip P. Mariani  
Judges

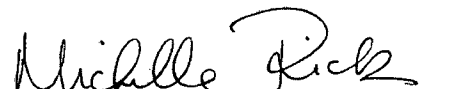
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The motion to remand is DENIED.

The motion for “default judgment” is DENIED.

The motion for “appointment of a special master” is DENIED.

To the extent that appellant applies for leave to appeal the March 16, 2022 judgment of divorce, the application is DISMISSED for lack of jurisdiction. See MCR 7.205(A)(4)(a); *Chen v Wayne State Univ*, 284 Mich App 172, 199; 771 NW2d 820 (2011). To the extent that appellant applies for leave to appeal the trial court’s postjudgment orders denying appellant’s various motions, the application is DENIED for lack of merit.

  
\_\_\_\_\_  
Presiding Judge



A true copy entered and certified by Jerome W. Zimmer Jr., Chief Clerk, on

October 6, 2025  
Date

  
\_\_\_\_\_  
Chief Clerk

Pet. App.\_008

# APPENDIX

## D

**STATE OF MICHIGAN  
IN THE 56<sup>TH</sup> CIRCUIT COURT FOR THE COUNTY OF EATON**

**KEVIN CASSADAY,**

Plaintiff/Counter-Defendant,

FILE NO. 21-938-DO

v

HON. JOHN D. MAURER

**KELLI CASSADAY,**

Defendant/Counter-Plaintiff

Kevin Cassaday  
Plaintiff/Counter-Defendant  
FCI Butner Medium I  
Federal Correctional Institution  
Registration no. 71417-509  
P.O. Box 1000  
Butner, NC 27509

Christopher M. Kroll (P69618)  
Daudi & Kroll, P.C.  
Attorneys for Defendant/Counter-  
Plaintiff  
4121 Okemos Rd., Suite 10  
Okemos, MI 48864  
(517)381-2663

**DEFAULT JUDGEMENT OF DIVORCE**

At a session of said Court held in the  
Courtroom, City of Charlotte  
County of Eaton, State of Michigan,  
on the 16<sup>th</sup> day of MARCH, 2022

**PRESENT: JOHN D. MAURER**  
Circuit Court Judge

Defendant/Counter-Plaintiff (hereinafter referred to as "Defendant") filed a counter-complaint for divorce. Proofs have been taken in open court from which it satisfactorily appears to this Court that the material facts alleged in the Complaint are true and that there has been a breakdown in the marital relationship to the extent that the objects of matrimony have been destroyed. There remains no reasonable likelihood that the marriage can be preserved.

The court has subject matter jurisdiction over this proceeding and personal jurisdiction over the parties.

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There is no other pending or resolved action within the jurisdiction of the family division of the circuit court involving the family or family members of the persons who are the subject of the complaint.

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. *Divorce.* The marriage between Kevin Cassaday ("Plaintiff") and Kelli Cassaday ("Defendant") is dissolved, and a divorce from the bonds of matrimony between the parties is ordered and adjudged.
2. *Bar of spousal support.* Neither party is entitled to nor awarded spousal support.
3. *Alimony in Gross.* There will be no alimony in gross awarded to either party unless otherwise ordered or modified in this order.
4. *Cobra Provisions:* The Parties shall have the option to secure group medical insurance for themselves, identical to that covering them during the marriage, through their spouse's employer if applicable, under the provisions of COBRA (the Consolidated Omnibus Reconciliation Act of 1985, PUB L 99-272). The party electing to receive COBRA benefits shall make all premium payments required to maintain the COBRA benefit in full force and effect, if the party elects to continue coverage pursuant to Federal Law.
5. *Property settlement.* As for division of the personal property between the parties and an assumption of related financial obligation, the following provisions are made:
  - a. 1804 Guenther Ave. The Defendant is awarded the real property located at 1804 Guenther Ave, Lansing, MI 48917, the legal description is stated below, free and clear of any and all claims of the Plaintiff. She shall assume and pay any outstanding indebtedness on it and shall hold the other party free and harmless from the payment of same, or from any suit, litigation, garnishment, and/or other proceeding which may result from the non-payment of same.

Real property located in the State of Michigan, County of Eaton, Township of Delta and described as follows:

LOT 10. MEADOW-VIEW SUBD, T4N,R3W, DELTA TWP  
Commonly known as 1804 Guenther Ave, Lansing, MI 48917  
Parcel Id: 040-066-000-100-00

- b. *Personal effects and household goods and furnishings.* Each party will retain his or her own personal effects and belongings that are currently in their possession. The Defendant shall go ahead and segregate the Plaintiff's personal effects and belonging until he is in a position to have them removed, with removal of the belongs from the home occurring no later than one year after the entry of this order. If the items are not removed within one year, then they shall be considered abandoned and may be disposed of or kept by the Defendant.

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- c. *Motor Vehicles.* The Defendant shall be awarded the 2020 GMC Terrain and shall assume and pay any outstanding indebtedness on it and shall hold the other party free and harmless from the payment of same, or from any suit, litigation, garnishment, and/or other proceeding which may result from the non-payment of same.

The Plaintiff shall be awarded the 2013 Ram 1500, 2005 Dodge Dakota and 2020 American Trailer and shall assume and pay any outstanding indebtedness on it and shall hold the other party free and harmless from the payment of same, or from any suit, litigation, garnishment, and/or other proceeding which may result from the non-payment of same.

- d. *Bank Accounts and Stock.* Each party is awarded any checking or savings accounts, stocks, bonds, mutual funds, or other tangible personal property in his or her individual name or possession or held for his or her benefit. The Defendant is awarded the monies remaining in the parties joint bank account.

- e. *Debts.* Each party shall pay their own credit cards, and other debts in their individual name, and hereby shall indemnify and hold the other harmless from all liabilities, past, present, and future, except as otherwise stated herein.

6. *Provision in lieu of dower.* The property provisions of this judgment supersede dower claims. Both parties are forever barred from any dower interest in any property the other has an interest in, owns, or acquires.

7. *Retirement plan rights* Each party is awarded all rights and interests in any pension, 401(k), annuity, retirement benefits; accumulated contributions in any pension, annuity or retirement system; and any rights or contingent rights to unvested pension, annuity or retirement benefits that he or she has accrued during the marriage free and clear of the claims of the other party, whose rights are expressly extinguished and terminated by virtue of this decree.

**NOTICE:** Retirement benefits, including but not limited to, qualified stock bonus, pension, and profit-sharing plans (including both defined benefit and defined contributions plans), 401(k) plans, and employee stock ownership plans (ESOP), as well as various life insurance policies provided by your employer may be covered by the provisions of the Employee Retirement Income Security Act of 1974, commonly known as "ERISA." ERISA is a federal statute which preempts the provisions of this Judgment of Divorce. Accordingly, the terms of this Judgment of Divorce do NOT automatically change the beneficiary designations or alternate payee designations as to any such employer-provided retirement benefits or life insurance. Therefore, regardless of the terms of this Divorce, you MUST execute a proper change of beneficiary form with the administrator of the retirement benefits or the insurance policy to effectively remove your former spouse as a beneficiary or alternate payee consistent with the terms of this Judgment of Divorce. By the terms of this Judgment of Divorce, your attorney's obligation for you terminates upon entry of the Judgment of Divorce. Therefore, it is your responsibility, and



not your attorney's, to ensure that all such change of beneficiary or alternate payee forms are properly executed and submitted to the administrator of the retirement benefits or life insurance policy. Your failure to do so may result in the proceeds being paid to your former spouse upon your death.

8. *Life Insurance.* All the rights of the parties in and to the proceeds of any policy or contract of life insurance, endowment, or annuity upon the life of the other, in which either was named or designated as beneficiary, to which either became entitled by assignment or change of beneficiary, during the marriage or in anticipation thereof, are hereby cut off and at an end unless the insured shall reaffirm after the date of this Judgment of Divorce that the other party shall be a beneficiary of any policy or contract of life insurance, endowment, or annuity upon the life of the other party as beneficiary of any new policy or contract of life insurance, endowment, or annuity upon the life of the insured.
9. *Prior Will.* All the rights of each of the parties hereto as defined by the Estate and Protected Individuals Code ("EPIC"), in and to the estate and property of the other party is hereby extinguished and waived by virtue of the property settlement ordered herein; and that all benefits which would otherwise pass to either party by intestate succession or by virtue of the provisions of any Will or Trust executed prior to this Judgment of Divorce are hereby abolished, waived by each party, and forever extinguished.
10. *Bankruptcy:* That to the extent that either party is required by the terms of this Judgment to assume responsibility for paying certain debts, including obligations owed to each other pursuant to this Judgment of Divorce, and/or indemnifying the other harmless from any liability, such obligations shall be deemed to be a support obligation under 11 USC Section 523 (a)(5), and shall not be dischargeable in bankruptcy as to the other party. In the event that either party fails to repay any of their debts or obligations, including those owed to the other party pursuant to this Judgment of Divorce, and/or if a party files bankruptcy in an attempt to discharge a debt, then the other party shall be entitled to an immediate award of alimony in the amount for which that party would then be responsible to pay as a means of indemnification for said debt.
11. *Attorney fees.* The attorneys for each party are released as attorneys of record for post-judgment proceedings unless hereafter specifically retained, no later than 21 days after entry of Judgment. If new matters are filed with the Court in the future, neither attorney is required to appear on behalf of their client until and unless a mutually satisfactory attorney client relationship is established. Service of process for any new matters shall be made upon the parties, and not their legal counsel until and unless they shall be specifically retained in such matter.

Each party shall be responsible for payment of their own attorney fees, expert fees, mediation fees, and costs in connection with this proceeding.


12. *Enforcement.* The parties will perform their respective obligations with the utmost good faith. Either party may apply to this court for enforcement of the provisions of this



judgment. Any attorney fees or costs incurred as a necessity of enforcement proceedings necessitated by either party will be paid by the party whose refusal to abide by the terms of this judgment cause enforcement proceedings.

- 13. *Implementing provision.* Each party will immediately execute and deliver all the necessary documents, conveyances, deeds, bills of sale, assignments, or any other instruments or documents that may be necessary or required by this judgment to be executed. If either party fails, neglects, or refuses to execute and deliver such documents, a certified copy of this judgment of divorce may be filed and recorded with such governmental offices as may have jurisdiction in the premises, and will have the same force as if the document or instrument had been executed, acknowledged, delivered, and recorded. The parties will be obligated to each other for any costs and reasonable attorney fees incurred or occasioned by their failure to comply with the requirements in this paragraph.
- 14. *Restoration of maiden name.* The Defendant's maiden name of Kelli Anne Brozanski is hereby restored to her.
- 15. *Ambiguity.* In the event of ambiguity, this Judgment of Divorce shall be considered to have been mutually drafted by and between the parties.
- 16. *Retention of jurisdiction.* The court specifically retains jurisdiction over the case and the parties for the purpose of assuring compliance with the executory provisions of this judgment and reserves the right to make such other and further orders as necessary to implement them.
- 17. *Termination of Attorney Obligation.* Pursuant to MCR 2.117(c)(1), the obligations of the attorneys toward the respective parties continues for 21 days after the entry of this judgment. The attorneys are thereafter released as attorneys of record in post-judgment proceedings unless specifically retained for such proceedings.
- 18. *Case Closure.* This judgment of divorce shall be given full effect immediately upon entry. Except as to the matters reserved in the above judgment or subject to further modification under the laws of the State of Michigan, this judgment resolves the last pending claim and does close this case. MCR 2.602(A)(3).

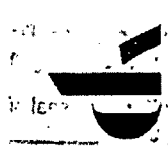
IT IS SO ORDERED



John D. Maurer (P41845)  
Circuit Court Judge

DocuSigned by:  
Kelli Cassaday  
EC2E0223DAB84B2  
Kelli Cassaday  
Defendant/Counter-Plaintiff

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Date: 2/4/2022

Date: 2/28/22



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