

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TRISHA R. KOSISKI,

Plaintiff,

vs.

EDWARD E. KOSISKI,

Defendant.

CASE NO. CI 18-10505

**DECREE OF DISSOLUTION  
OF MARRIAGE**

THIS MATTER came on for trial on the 25<sup>th</sup> day of Sept., 2019 on the Complaint for Dissolution of Marriage filed by Plaintiff.

Neither party appeared, however, the parties have signed a Verified Certificate of Waiver of Final Hearing.

The Court, being fully advised in the premises, finds as follows:

1. At the time of the filing of the Complaint, the Plaintiff was a resident of Douglas County, Nebraska, and had resided in the State of Nebraska for more than one year with the bona fide intention of making this State her permanent home.

2. The Court has full and complete jurisdiction of the parties and the subject matter.

3. The Plaintiff and Defendant were married on December 12, 1987 in Blair, Washington County, Nebraska.

4. Four children have resulted from this marital union, however, all four children have reached the age of majority and are therefore not affected by this proceeding.

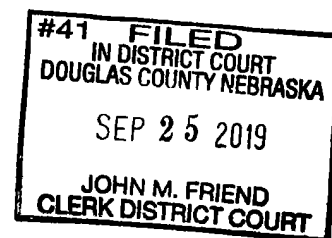
5. Plaintiff is not a party to any other pending action for divorce, separation or dissolution of the marriage, either in this State or elsewhere.

6. Neither of the parties are members of the Armed Forces of the United States of America.

7. The Defendant's Voluntary Appearance was filed with the Clerk of the District Court on December 20, 2018.



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8. The Court has determined that every reasonable effort to effect a reconciliation of the marriage between the Plaintiff and the Defendant has been made, but without success, and the marriage between the Plaintiff and the Defendant is irretrievably broken and should be dissolved.

9. The parties have entered into a Property Settlement Agreement which resolves all issues in this divorce proceeding. The Court finds the agreement of the parties is fair, not unconscionable, and shall be the Order of this Court, as set forth in the Property Settlement Agreement. The Court further finds the terms and conditions of the Property Settlement Agreement are hereby incorporated into this Decree of Dissolution of Marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the Court, that the marriage of Trisha R. Kosiski Plaintiff herein, and Edward E. Kosiski, Defendant herein, which marriage took place on December 12, 1987 in Blair, Washington County, Nebraska, be and the same hereby is dissolved.

Except for the purposes of appeal, remarriage, and continuation of health insurance coverage, a Decree dissolving a marriage becomes final and operative thirty days after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first.

For the purpose of review by appeal, the Decree shall be treated as a final Order as soon as it is entered. If an appeal is instituted that does not challenge the finding that the marriage is irretrievably broken, then the Decree shall become final and operative, as to that portion of the Decree that dissolves the marriage, six months after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first, as if no such appeal had been instituted. If an appeal is instituted within 30 days after the date the Decree is entered that challenges the finding that the marriage is irretrievably broken, such Decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first.

For purposes of remarriage other than remarriage between the parties, a Decree dissolving a marriage becomes final and operative six months after the Decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first. If

the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was entered.

For purposes of continuation of health insurance coverage, a Decree dissolving a marriage becomes final and operative six months after the Decree is entered.

IT IS FURTHER ORDERED, by the Court, that Defendant shall pay for health insurance coverage on Plaintiff through October, 2024. The Plaintiff shall remain on the current family health insurance policy paid for by the Defendant for the six month period following the filing of the Decree of Dissolution of Marriage and thereafter, Defendant shall pay the monthly premium expense for the Plaintiff's chosen health insurance policy through October, 2024. However, the Defendant's responsibility to pay health insurance coverage on Plaintiff shall terminate prior to October 31, 2024 in the event the Plaintiff remarries.

IT IS FURTHER ORDERED, by the Court, that Defendant shall maintain the current health insurance coverage on the parties' son, Kale Kosiski, born in 1998, until Kale Kosiski turns 26 years of age.

IT IS FURTHER ORDERED, by the Court, that alimony is not awarded in this proceeding.

IT IS FURTHER ORDERED, by the Court, that each party shall pay their own attorney fees, expert fees and court costs.

IT IS FURTHER ORDERED, by the Court, that the parties are directed to execute any documents necessary to effectuate the division of the marital estate as set forth in the Property Settlement Agreement.

IT IS FURTHER ORDERED, by the Court, that the parties have entered into a separate Property Settlement Agreement, the terms of which shall be incorporated into this Decree, however, the separate Property Settlement Agreement shall be sealed and shall not be made public or part of the record, except for purposes of enforcement, appeal, future actions, modifications, or Order of the Court. Notwithstanding the Property Settlement Agreement being sealed, the parties are ordered and directed to abide by the terms and conditions of the Property Settlement Agreement as if set forth in the Decree.

IT IS FURTHER ORDERED, by the Court, that the terms and conditions of the Decree of Dissolution of Marriage and incorporated Property Settlement Agreement shall be enforceable by all remedies available, including, but not limited to, contempt proceedings.


IT IS FURTHER ORDERED, by the Court, that should the parties, or either of them, fail, refuse or neglect within 30 days from the execution of the Decree by the Court to execute or deliver any document necessary or proper to fulfill the terms of the Property Settlement Agreement as set forth above in this Decree, then this Decree shall have the same operation and effect as such necessary document.

SIGNED this 25<sup>th</sup> day of Sept., 2019.

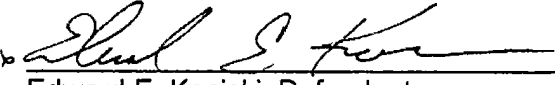
BY THE COURT:

  
District Court Judge

APPROVED AS TO FORM AND CONTENT:

  
Trisha R. Kosiski, Plaintiff

APPROVED AS TO FORM AND CONTENT:

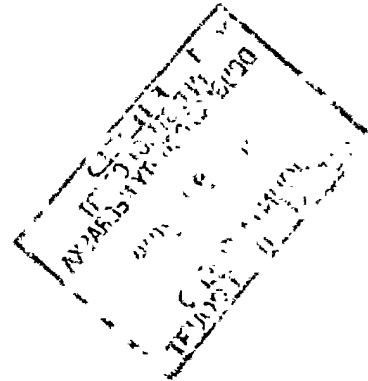
  
Edward E. Kosiski, Defendant

APPROVED AS TO FORM:

  
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**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on September 26, 2019, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Justin W High  
justin@hyattorneys.com

Michael B Lustgarten  
mlustgarten@lrattorneys.com

Date: September 26, 2019 BY THE COURT:

*John M. Friend*  
CLERK



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TRISHA R. KOSISKI,

Plaintiff,

vs.

EDWARD E. KOSISKI,

Defendant.

CASE NO. CI 18-10505

**ORDER TO SEAL PROPERTY  
SETTLEMENT AGREEMENT**

THIS MATTER came on for hearing on the joint oral Motion of the parties for the entry of an Order sealing the Property Settlement Agreement in this proceeding.

The Court, being fully advised in the premises, finds it has jurisdiction of the parties and the subject matter, and further finds the joint oral Motion of the parties shall be granted.


IT IS THEREFORE ORDERED, by the Court, that the Property Settlement Agreement shall be sealed and shall not be made public or part of the record, except for purposes of enforcement, appeal, future actions, modification actions, or Order of the Court.

SIGNED this <sup>th</sup> 25 day of Sept., 2019.

BY THE COURT:

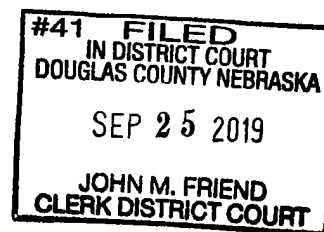
  
District Court Judge

APPROVED AS TO FORM AND CONTENT:

  
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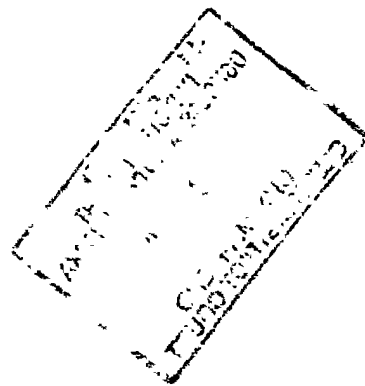


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**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on September 26, 2019, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Justin W High  
justin@hyattorneys.com

Michael B Lustgarten  
mlustgarten@lrattorneys.com

Date: September 26, 2019 BY THE COURT:

*John M. Friend*  
CLERK

