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District Court, El Paso County, Colorado Court Address: 270 South Tejon, Colorado Springs, Colorado 80903	FILED-DISTRICT & COUNTY COURTS-EL PASO CO., CO OCT 15 2007 DIVISION 19 ▲ COURT USE ONLY ▲
In re the Marriage of: Petitioner: ELLEN BETSY COHEN (NKA ELLEN BETSY HASKINS) and Respondent/Co-Petitioner: JEFFREY S. COHEN	
Attorney or Party Without Attorney (Name and Address): William L. Carew 333 So. Cascade Ave. Colorado Springs, Colorado 80903 Phone Number: 719-475-7529 E-mail: Lamontwc@msn.com FAX Number: 719-475-7574 Atty. Reg. #: 1156	Case Number: 93DR0266 Division Y/ 19 Courtroom
MILITARY ORDER AND ORDER CONCERNING LIFE INSURANCE AND ATTORNEY FEES	

Petitioner's Motions Concerning Military Retired Pay, Life Insurance Coverage and Attorney Fees, regularly came on for hearing on September 5, 2007 at 1:30 p.m. Petitioner appeared in person and by and through her attorney William L. Carew. Respondent, Jeffrey S. Cohen, appeared in person and by and through his attorney HayDen Kane II.

The following stipulation was entered into concerning Military Retired Pay and is adopted as the Order of this Court.

Award of Military Retired Pay

Petitioner, Ellen Betsy Cohen, now known as Ellen Betsy Haskins, is awarded 20.6% of Respondent's gross military retired pay, commencing May 31, 2007, plus the same percentage of any Cost of Living Allowances (COLA's).

Wife shall receive 20.6% of Husband's military retired pay by direct payment from DFAS. Wife shall submit DD Form 2293, along with a certified copy of the Final divorce Decree, Permanent Orders, this Order and copy of Marriage Certificate.

If for some reason DFAS does not pay Wife her share of military retired pay by allotment or direct payment, then Husband shall pay such amount directly to Wife.

If Husband becomes aware of any circumstances which may change the dollar value or the entitlement of Wife's share, he shall forthwith notify Wife of such changes.

In the event Respondent elects or in any way is awarded Department of Veterans Affairs Disability, either VA Disability Compensation or Concurrent Receipt or Combat Related Special Compensation, which would reduce Petitioner's dollar amount of gross military retired pay, then in such event, Respondent shall pay to Petitioner the amount she would have received, but for the receipt of V.A. Disability compensation, Concurrent Receipt, or Combat Related Special Compensation, to be paid from funds, other than the VA Disability, Concurrent Receipt or Combat Related Special Compensation payments received by him.

Respondent shall pay to Petitioner the full percentage and dollar amount she is entitled to, without deduction for taxes. However, Respondent may submit to Petitioner IRS form 1099, and Petitioner will include all sums in income, for income tax purposes.

Respondent, correspondingly, can deduct such sums on his Federal Income Tax return.

The Court determines that Respondent has paid the amount due for June and July 2007, but has not paid the amount due for August, 2007. Respondent shall pay such amount (determined to be \$1,236.82) forthwith. Future payments made directly by Respondent shall be paid on the fifth day of each month.

The Court retains jurisdiction, of the income tax issue.

1. Information concerning the Respondent military member, hereinafter referred to as "Member":

Military Member:	Jeffrey S. Cohen
Social Security Number:	027-44-6798
Branch of Service:	U.S. Air Force
Date of Birth:	July 23, 1958
Address:	5929 Cherokee Ave. Alexandria, VA 22312

2. Information concerning the Petitioner non-military spouse, hereinafter referred to as "Former Spouse":

Former Spouse:	Ellen Betsy Cohen n/k/a Ellen Betsy Haskins
Social Security Number:	030-44-7832
Date of Birth:	December 17, 1959
Address:	5945 Buttermere Dr. Colorado Springs, Colorado 80906

Award of Life Insurance Coverage

The issue before the Court appears to be in contract law, where you have a contract in this case incorporated into a Court order and the husband is taking the position that she is now bringing forth a claim. The Court would first note that the husband is under the impression he did some sharp dealing some fourteen years ago because it wasn't an oversight, it was calculated. The Court would note that means there wasn't a meeting of the minds. This was something he really didn't want back then. It should have been in the agreement—no insurance. If there wasn't a meeting of the minds, that was something that could have been litigated. He could have added the language and there was no claim by insurance. The issue is whether insurance is a claim, and there is no request for any thing other than his modest cooperation on an insurance company evaluation as to whether or not he is insurable. He says – I will accept that it might take even an hour of his time, but I would still find that time is minimal and I would find we are not talking about a property issue. We are talking about an issue where the court has continuing jurisdiction over the parties, and that she has an insurable interest and it's merely a matter of seeking the Court's intervention to assure her ability to protect a very strong property interest she has already been awarded, but she can only secure the security by his cooperation and which is very minimal.

I am surprised the husband has testified that the other side prevented him from appearing telephonically. I have never denied a motion to appear telephonically since I've been on the bench. I realize he has gone through considerable expense and time to be here and this is a point of extreme principal with him. I candidly have not seen anybody fourteen years post decree with as much animosity as I am seeing in here. It disappoints me of a military officer who is probably very chivalrous in many other regards. Regardless, it is a point of passion with him, but the Court finds that it is not a property claim, it is not something contemplated by the agreement on the prior Court order.

It's the order of the court that Mr. Cohen is to reasonably cooperate with an exam which normally means somebody coming to his office or home as a point of convenience, and shouldn't take more than an hour or so, and he is to cooperate on that. I would also add as part of my findings I do find that would be inequitable that her property interest evaporates upon his death, but that his property interest goes up by twenty-five percent upon her death. I realize her interest is twenty percent, but if he currently has eighty percent, he just had a twenty five percent increase upon her death. That would be the order of the Court. The Court will limit Life Insurance coverage to \$400,000.00. However, wife is incurring the expense of the cost of the life insurance and physical exam and urine and blood testing, and we all know very quickly that the amount needed as the cost of living increases are added often does not go down as fast as people would think. I would note that I have often seen experts testify that when you discount it back to present value versus the cost of living, I have seen it often done the way she did which ends up with the total sum as the current present value. May that present value go down she is going to have considerable expense. At this point, that's a reasonable amount and I will authorize \$400,000.00.

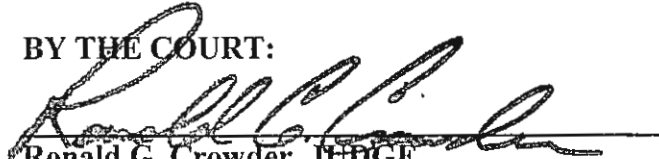
Attorney fees

Each party will pay their own attorney fees, and costs.


Entered this 15 day of ^{October}~~September~~, 2007, NUNC PRO TUNC, September 5, 2007

Wherefore, the Court sayeth naught.

BY THE COURT:


Ronald G. Crowder, JUDGE

APPROVED AS TO FORM:


William L. Carew

APPROVED AS TO FORM:

HayDen Kane II