

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

MARIE LIPOWICZ,)
)
 Petitioner,)
) Cause No. 11SL-DR03426
 vs.)
) Division No. 35
 SCOTT EHLERMANN,)
)
 Respondent,)

FULL AND FINAL JUDGMENT AND ORDER

Before the Court is Respondent's Motion for Contempt filed September 1, 2011, for Petitioner's alleged intentional violation of Local Rule 68 as the same relates to the termination of insurance coverage for parties or minor children during the pendency of the cause of action. Petitioner Marie Lipowicz, appears in person and by her attorney, Venus Harry; Respondent Scott Ehlermann appears in person and by his attorney, Chris Klaverkamp. The matter is heard and the Court, based upon the evidence adduced, finds as follows:

1. Petitioner commenced this paternity action on May 31, 2011.
2. Local Rule 68.3, which is this Court's Automatic Family Court Order, and which is deemed entered and in full force and effect upon commencement of a paternity action, states in pertinent part:

Neither party shall cease payment for, or cause to be terminated, any coverage for the other party or any of the parties' minor children under any policy of medical, dental, vision, hospitalization, automobile or disability insurance in force on the date of filing of the case unless ordered by the Court or unless consented to in writing by both parties.

Local Rule 68.3 (2)(C).

3. Petitioner is a duly-licensed attorney, practicing in St. Louis County, with a primary area of practice including domestic/family law.

4. On or before June 13, 2011, Petitioner was aware of, and fully understood the content and purpose of Local Rule 68.3.

5. On June 13, 2011, Petitioner caused coverage for Respondent only under the parties' Safe Auto Automobile Insurance policy to be terminated.

6. Prior to causing said automobile insurance coverage to be terminated, Petitioner never advised Respondent said coverage was going to be terminated.

7. Subsequent to causing said automobile insurance coverage to be terminated, Petitioner never advised Respondent said coverage had been terminated.

8. On June 18, 2011, Respondent was involved in an automobile accident resulting in damages to Respondent in the amount of \$2,314.01.

9. Petitioner's termination of Respondent's coverage under said automobile insurance policy was willful and intentional, and in direct contempt of Local Rule 68.3 and this Court.

10. In June 2011, Petitioner caused coverage under the then-existing medical insurance policy to be terminated for the minor child that is the subject of this cause.

11. However, Petitioner immediately replaced coverage for said minor child under a new medical insurance policy, resulting in no lapse of medical insurance coverage for said minor child.

12. Respondent argues but fails to produce competent evidence that said replacement medical insurance policy coverage is less comprehensive, and thus exposes Respondent to greater financial risk.

13. Petitioner's termination of the then-existing medical insurance policy for the minor child that is the subject of this cause of action, while willful and intentional, was not intended to be in direct contempt of Local Rule 68.3 or this Court.

14. Respondent seeks reimbursement for his reasonable attorney's in prosecuting his motion for contempt. However, Respondent fails to provide the Court with any evidence of his attorney's fees incurred in prosecuting his motion for contempt.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. Petitioner intentionally, willfully, and in direct contempt of an order of this Court, caused coverage for Respondent under the parties' Safe Auto Automobile Insurance policy to be terminated, causing Respondent to be damaged in the amount of \$2,314.01.

B. Petitioner shall pay Respondent the sum of \$2,314.01, within ten (10) days of this Judgment.

C. No award of attorney fees is awarded to either party.

SO ORDERED:

JUDGE JOHN N. BORBONUS