

guardian or paternity has been filed ... [the man] has standing to seek full parental rights and responsibilities under [state law], which shall be assigned in accordance with the best interests of the child."

The court also rejected the mother's argument that the man's request for parental rights violated her constitutional rights.

*New Hampshire Supreme Court. In re J.B. and J.G., No. 2008-023. August 6, 2008. Lawyers USA No. 99310549. You can link to the full text of this opinion by going to [www.lawyersusaonline.com](http://www.lawyersusaonline.com) and searching the Lawyers USA website.*

## Life insurance benefits go to officer's ex-wife

A divorce judgment did not divest a life insurance beneficiary of her right to life insurance benefits under her ex-husband's policy, even though he had remarried and intended to change beneficiaries when he died, the 9th Circuit has ruled.

An officer was killed in the line of duty. The divorce judgment awarded "all right, title and interest in any and all [of his] retirement/pension, 457(b) plans, 401(k) plans or other deferred benefits" in the officer's pension plans to him. But the judgment also included a pre-printed notice stating that it didn't automatically cancel either spouse's rights "as a beneficiary of [a] life insurance policy."

Despite assurances to his attorney that he intended to do so, the officer never changed the beneficiaries on his insurance policies. He remarried a month before he was killed.

The insurers sought a judicial declaration as to which of the spouses was entitled to the \$500,000 in life insurance benefits.

The former wife argued that the divorce judgment's language was not specific enough to divest her of her expectancy interest in the benefits.

The court agreed.

"Under California law ... [a] property settlement covering all property and releasing all claims may be found to include a life insurance expectancy interest, 'but where the language is not broad enough to encompass such an expectancy ... the wife may still take as beneficiary if the policy so provides,'" the court said.

"Although one could read the provision [regarding pension benefits] to encompass life insurance policies, it was not clearly ap-

The plan...  
dence was more prejudicial

parent that the provision encompassed beneficiary status."

Here, "[The pre-printed] notice, while not dispositive, provided information regarding the additional steps required to alter life in-

terest ... and the record evidence regarding [the officer's] state of mind support the conclusion that the divorce judgment did not extinguish [his former wife's] expectancy interest. ... [California law provides that] one's intent to change a beneficiary designation must be clearly manifested and put into motion as much as practicable."

*U.S. Court of Appeals, 9th Circuit. Life Insurance Co. of North America v. Ortiz, No. 07-55308. August 1, 2008. Lawyers USA No. 99310504. You can link to the full text of this opinion by going to [www.lawyersusaonline.com](http://www.lawyersusaonline.com) and searching the Lawyers USA website.*

## Wife not entitled to husband's disability benefits

A husband can't be ordered to pay his wife a portion of his Social Security disability benefits, the Delaware Supreme Court has ruled.

The couple divorced in 2001. The husband retired from General Motors shortly before the divorce and began receiving a pension of \$2,682 a month.

In May 2002, the couple agreed to divide their marital assets in half. The understanding was that the wife would receive \$1,341 a month.

After the husband suffered a stroke, he applied for Social Security disability benefits.

He was awarded \$1,808 in monthly payments and a lump sum of \$62,526 in retroactive benefits.

After the husband was awarded disability benefits, the couple's shared pension benefits were reduced to \$735, and they were each required to repay GM \$24,700.

A family court ordered that the husband's entire pension be paid to the wife and that the husband reimburse the wife for the \$24,270 she owed GM. To accomplish this, the court ordered the husband to pay \$12,000 of the lump sum he received to the wife and \$200 a month until the remaining \$12,270 was repaid.

But the supreme court held that Social