

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

NAVY MUTUAL AID ASSOCIATION, )  
 )  
Plaintiff, )  
 )  
v. ) Civil Action No. 83-0208-A  
 )  
ANNA L. HARDIN, et al., )  
 )  
Defendants. )

ORDER

For reasons this day stated in the attached Memorandum Opinion, this Court directs the Clerk to disperse the following sums from the amount previously implied into the registry of the Court plus its accrued interest: (1) \$144.80 to the Navy Mutual Aid Association to cover the costs it incurred as set forth in Paragraph 7 of the Memorandum Opinion; (2) \$10,088.16 to Anna L. Hardin and her counsel; (3) \$647.10 to Leonardo Knight for his services and costs as counsel for Astrid G. Hardin; (4) the balance is to remain in the existing account to be held for the benefit of Astrid G. Hardin, a minor, until further order of the Court.

Let the Clerk send a copy of this order to all counsel of record.

DATE: Nov. 21, 1983

Richard L. Williams

UNITED STATES DISTRICT JUDGE

I hereby certify there is now on deposit in the Registry of the Court to the credit of Civil Action No. 83-0208-A Parcel \_\_\_\_\_ the sum of \$ 19,077.20 Date: 11-21-83  
W. A. Whittemore Clerk



5. Jasper and Catherine Hardin were divorced on November 7, 1969 by a Decree of Divorce entered by the Superior Court of the state of Washington for King County. The Decree gave custody of the three children to Catherine Hardin and required Jasper Hardin to pay \$166.00 per month per child as child support until each child reached the age of twenty-one, married, or otherwise became emancipated. See ¶5 Decree of Divorce. The Decree awarded the Navy Mutual Aid Association Policy that is the subject of the present interpleader action to Jasper Hardin as his "separate property" provided that he "maintain the minor children of the parties herein as beneficiaries of said policy until all of said children reach the age of twenty-one, become married or otherwise emancipated." See ¶4(c) Decree of Divorce.

6. On October 29, 1981, Jasper Hardin executed a change of beneficiary for the Navy Mutual Aid Association policy. He named his daughter, Astrid G. Hardin, as the beneficiary of \$4,000.00 of the policy proceeds and his second wife, Anna L. Hardin, as the beneficiary of the remainder. At that time, Jasper Hardin's other two children, Linda and Keith, were no longer minors.

7. On August 25, 1983, this Court held a hearing in order to determine the proper beneficiaries of Jasper Hardin's Navy Mutual Aid Association Policy. Following the initial trial, this Court directed the parties to find further evidence relevant to the meaning of Paragraph 4(c) of the Decree of Divorce which limits Jasper Hardin's ability to name beneficiaries under the policy and the possibility of unequal need on the part of Astrid G. Hardin.

8. At a later hearing on November 4, 1983, the parties agreed that further evidence of the intention of the parties consenting to the Decree of Divorce or of the possibility of unequal need on the part of Astrid G. Hardin did not exist.

## II. CONCLUSIONS OF LAW

1. This interpleader action is a diversity case. In such cases, a federal court must apply the conflict of laws rule of the state in which it sits. Klaxon Co. v. Stentor Electric Mfg. Co., Inc., 313 U.S. 487 (1941). Under Virginia law, the laws of the state of Washington apply. See Jones v. Hook, 23 Va. (2 Rand.) 303 (1824).
2. Jasper Hardin's power to name the beneficiaries of the Navy Mutual Aid Association Policy is limited by Paragraph 4(c) of the Decree of Divorce entered between Jasper and Catherine Hardin. Once the conditions of that Divorce Decree are met, Jasper Hardin's wishes, as manifested in his execution of the change of beneficiary form, control.
3. Paragraph 4(c) of the Divorce Decree between Jasper and Catherine Hardin is ambiguous. It may be read to mean that (1) if Jasper Hardin should die while any one child is a minor, then each child should receive one-third of the proceeds of the policy regardless of whether he or she is a minor at the time of Jasper Hardin's death; or (2) as each child reaches majority, his portion is allocated among the remaining minor children; or (3)

as each child reaches majority, his portion reverts back to Jasper Hardin to do with as he pleases.

4. Riser v. Riser, 7 Wash.App. 647, 501 P.2d 1069 (Wash. 1972), is a Washington case that interprets a similar provision in a divorce decree. The court held that under Washington law, a father is not required to support his minor children after his death, but may voluntarily agree to such a duty by providing for them through a life insurance policy. Id. at 1071. However, the father's intention to go beyond his legally imposed duty to provide for his children must be clearly spelled out. The father has the right to place limitations on any duty undertaken in addition to that imposed by law. Id. at 1072.

5. As in the Riser case, Jasper Hardin intended to retain a property interest in the policy since the policy remained his "separate property." §4(c) Decree of Divorce. In addition, the Divorce Decree does not clearly spell out an intention to benefit children who have reached the age of majority nor does it evidence an intention to give each child's share as he or she reaches the age of majority to the remaining minor children. The object of the Decree of Divorce is best carried out by interpreting it to guarantee that each child received his or her full support payments of \$166.00 per month for the entire period of his or her minority.

6. Consequently, this Court orders that a sum equal to Astrid Hardin's remaining support payments be paid to Astrid G. Hardin, the only remaining minor child of Jasper and Catherine Hardin, out of the proceeds of the Navy Mutual Aid Association Policy

(\$8,844.24). Anna L. Hardin, the beneficiary of the remainder of the proceeds under Jasper Hardin's change of beneficiary request, will receive the remaining balance of \$10,088.16.

7. This Court awards the plaintiff, Navy Mutual Aid Association, \$144.80 to reimburse it for its filing fee, marshall fee, out of state service fees, xeroxing fees, and long distance calls.

8. This Court awards Leonardo Knight \$647.10 from the sum awarded to Astrid G. Hardin for his services and costs as guardian ad litem to Astrid G. Hardin.

DATE: Nov. 21, 1983

Richard L. Williams

UNITED STATES DISTRICT JUDGE