



GHOUSSOUB v. YAMMINE

2022 OK 64

Case Number: 118944

Decided: 06/21/2022

THE SUPREME COURT OF THE STATE OF OKLAHOMA

Cite as: 2022 OK 64, ___ P.3d ___

NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL.

ROLAND BOU DALHA GHOUSSOUB, Petitioner/Appellee,

v.

MARIE CHARLES YAMMINE, a/k/a MARY YAMINE or Mary Yammine, Respondent/Appellant,

and

RELIASTAR LIFE INSURANCE COMPANY, Respondent.

APPEAL FROM THE DISTRICT COURT OF TULSA COUNTY

Honorable Kurt Glassco, Trial Judge

¶0 Appellant Marie Yammine, as former wife and primary beneficiary of a two million dollar life insurance policy issued by Respondent ReliaStar Life Insurance Company to her former husband, Dr. Jean Bernard, appeals a declaratory judgment finding the contingent beneficiary, Appellee Roland Ghoussoub, is entitled to the policy's death benefit. Dr. Jean Bernard died after the trial court granted the parties' divorce but prior to final judgment on all issues. The trial court declared Marie Yammine and Dr. Jean Bernard were divorced and that 15 O.S.2011 § 178(A) operated to revoke her beneficiary designation to the death benefits. We reverse the trial court's judgment and remand the matter for further proceedings consistent with this opinion.

**APPEAL PREVIOUSLY RETAINED;
TRIAL COURT'S JUDGMENT REVERSED;
REMANDED FOR FURTHER PROCEEDINGS.**

Jody R. Nathan, FRANDEN, FARRIS, QUILLIN, GOODNIGHT & ROBERTS, Tulsa, Oklahoma, and Benjamin C. Faulkner, Sapulpa, Oklahoma, for Appellant,

R. Jack Freeman, LEVINSON, SMITH & HUFFMAN, P.C., Tulsa, Oklahoma, for Appellee.

OPINION

ROWE, J.:

¶1 This Court in *Alexander v. Alexander*¹ approved the procedure commonly used in marriage dissolution actions in which district courts grant a divorce and retain jurisdiction over property division or other issues for later determination. We retained this appeal to address a question of first impression -- whether Oklahoma's revocation-upon-divorce statute, 15 O.S.2011 §

178(A), applies when one party dies after the granting of the divorce but prior to final judgment on all issues.

I. BACKGROUND

¶2 Dr. Jean Bernard ("Bernard") and Marie Yammine ("Yammine") were married in 2003 in the Maronite Church in Lebanon, and later in an Oklahoma civil ceremony. On June 5, 2007, ReliaStar issued "Jean J. Bernard" a two million dollar term life insurance policy on his life effective June 12, 2007 (Policy), for which he designated Yammine the sole primary beneficiary and his brother, Roland Ghoussoub ("Ghoussoub"), the contingent beneficiary.

¶3 Following the spouses' separation in 2010, after which Yammine moved to Lebanon with their two minor children, Bernard filed in 2015 to annul their ecclesiastical marriage in Lebanon and to dissolve their civil marriage in Tulsa County District Court. Yammine filed a counterclaim in the dissolution proceeding, seeking an equitable share of their property and an order requiring Bernard to maintain life insurance to secure his child support obligation during the children's minority.

¶4 In March 2017 when Bernard learned he was terminally ill, he moved for an order to dissolve the marriage and to bifurcate and reserve final judgment on all issues pursuant to *Alexander*. The hearing on his motion was set for mid-May 2017.

¶5 Prior to hearing, Bernard unilaterally, and without court approval, changed the primary beneficiary on the Policy to "Julien Boudhia 50% & Nisrine Masrouha 50%," effective March 31, 2017. On or about April 1, 2017, Bernard was found in a coma and hospitalized in critical condition. Two days later, his counsel filed an emergency ex parte motion for divorce alleging Bernard's death was imminent and seeking an immediate divorce to prevent Yammine from inheriting from Bernard's estate. At the hearing held the same day, the trial court granted the divorce order over Yammine's objection, reserving final judgment on property and debt issues. Yammine timely appealed the Order Granting Divorce.

¶6 Bernard was transported to Lebanon in a vegetative state in May 2017, pursuant to a guardianship order of the District Court of Tulsa County. The next month, Yammine applied for injunctive relief alleging Bernard violated the automatic temporary injunction ("ATI") mandated by 43 O.S.2011 § 110(A)(1)(b)(4)² when he removed her beneficiary designation from the policy. She alleged indirect contempt was not an option due to Bernard's medical state and relocation to Lebanon. Claiming their marital properties in the U.S. were "being tapped" for his medical expenses, Yammine also requested to be reinstated as the Policy's primary beneficiary to protect her equitable share of the marital property. Bernard's counsel objected, arguing that the ATI dissolved when the divorce was pronounced and that the trial court lacked jurisdiction to issue orders during Yammine's appeal from the Order Granting Divorce.

¶7 By order filed October 5, 2017, the trial court, pursuant to Okla.Sup.Ct.R. 1.37(a)(5),³ enjoined Bernard's removal of Yammine as Policy beneficiary, finding his "changes were in violation of the [ATI]" and ordering restoration of the Policy's original beneficiaries.

¶8 On November 22, 2017, Yammine moved to dismiss her appeal of the Order Granting Divorce. Bernard died in Lebanon on December 14, 2018. At the time of his death, Yammine was the primary beneficiary and Ghoussoub was the contingent beneficiary of the Policy. Six weeks later, Ghoussoub filed this declaratory judgment action against Yammine and ReliaStar in Tulsa County District Court.⁴ ReliaStar's motion to interplead the Policy's death benefit proceeds in the declaratory judgment action was granted.

¶9 The trial court declared Ghoussoub was entitled to the Policy proceeds finding the Order Granting Divorce was final before Bernard's death and that Yammine was precluded by operation of 15 O.S.2011 § 178(A) from receiving the proceeds of the death benefit of the Policy. Yammine timely appealed the judgment. On this Court's own motion, the matter was retained for disposition.

II. STANDARD OF REVIEW

¶10 Under the Declaratory Judgments Act, the determination of a competent court is reviewable in the same manner as other judgments. 12 O.S.2011 § 1654. A declaratory judgment action requires an actual controversy. 12 O.S.2011 § 1651. The controversy must be "between parties having opposing interests, which interests must be direct and substantial," and the matter must involve "an actual, as distinguished from a possible, potential or contingent dispute." *Knight ex rel. Ellis v. Miller*, 2008 OK 81, ¶ 8, 195 P.3d 372, 374 (quoting *Gordon v. Followell*, 1964 OK 74, 391 P.2d 242, 242-243).

¶11 A declaratory judgment action "pursuant to § 1651 is neither strictly legal nor equitable, but assumes the nature of the controversy at issue." *Macy v. Oklahoma City School Dist. No. 89*, 1998 OK 58, ¶ 11, 961 P.2d 804, 807. The declaratory action and relief sought here involves opposing claims of named beneficiaries to the proceeds of a life insurance policy. This requires statutory interpretation and application to facts arising from a marriage dissolution proceeding between the policy-owner and the primary beneficiary. Legal questions "involving statutory interpretation [are] reviewed *de novo*, i.e., by a non-deferential, plenary and independent examination of the trial court's legal ruling." *Cole v. Josie*, 2019 OK 39, ¶ 3, 457 P.3d 1007, 1009.

III. DISCUSSION

A. Statutory History.

Effective November 1, 1987, the Legislature enacted 15 O.S. § 178.⁵ At issue here, § 178 addresses several types of written contracts, e.g., life insurance and retirement benefits, for which contracted death benefits are paid directly to a designated beneficiary upon death of the insured. The statute provides for revocation of all contract provisions in favor of a former spouse, subject to six exceptions.

¶13 In 1994, the Legislature amended § 178(A) to add "depository agreements" and "security registrations" to its list of written contracts with death benefits provisions subject to revocation. The same year, the statutes related to those contracts, e.g. "Payable on Death" (P.O.D.) accounts, were amended to make each expressly subject to 15 O.S. § 178.⁶ In 2001, the Legislature enacted 18 O.S. § 381.39a to address P.O.D. joint accounts in a savings and loan association and also made them subject to § 178. See 18 O.S. 2011 § 381.39a(B)(5).

¶14 In 2012, the majority rule in the U.S. continued to support that divorce *per se* does not affect a designated ex-spouse's right to receive life insurance proceeds; eight states, including Oklahoma, represented the minority position that a divorce automatically revokes an ex-spouse's beneficiary status.⁷ By 2018, twenty-six states had adopted revocation-on-divorce laws.⁸

B. Appellate arguments.

¶15 Both parties agree § 178(A)'s language is clear, unambiguous and intelligible on its face. Nevertheless, Yammine argues a latent ambiguity arises when subsection A is applied to the existing facts.⁹ She asserts the Legislature contemplated but one final divorce in which all issues are adjudicated, but did not make its intent clear when drafting § 178(A). Yammine posits interpreting § 178(A) to include a divorce order that reserves final judgment on all issues deprives the divorce court of its opportunity to sit in equity and divests its retained jurisdiction.

¶16 To support her position, Yammine contends § 178(A) does not address the hybrid Oklahoma circumstance of a bifurcated divorce proceeding that this Court approved in *Alexander*:

It is common for district courts to grant a divorce at one point in time but then reserve jurisdiction to address other pending issues--such as division of property or determinations as to custody or child support--at a later date. See e.g., *Barnett v. Barnett*, 1996 OK 60, ¶ 2, 917 P.2d 473, 475; *Hibbard v. Hibbard*, 1952 OK 273, ¶ 4, 247 P.2d 504, 505 ("This court has repeatedly held that an action for divorce and for division of jointly acquired property presents two causes of action maintainable separately").

2015 OK 52, ¶ 15, 357 P.3d at 485. Although conceding the court's divorce order is procedurally consistent with *Alexander*, Yammine argues § 178(A) does not apply when a spouse dies after the divorce order is entered but prior to final judgment on all issues.

¶17 Ghoussoub argues § 178(A)'s plain verbiage makes no such distinction between a divorce decree on all issues and one that has been bifurcated from other issues, such as property division, as permitted by *Alexander*. Pointing out "property interests" and "divorce proceeding" are absent from § 178(A)'s terms, he asserts Yammine's interpretation nullifies the

established legal principles pronounced in *Alexander*. Relying on the parties' stipulation that Yammine and Bernard were divorced when he died, Ghoussoub argues § 178(A) revokes Yammine's primary beneficiary status by operation of law.

¶18 "[L]egislative intent is to be first sought in the language of the statute and when that intent is plainly expressed so that the meaning of the statute is clear . . . there is no room for judicial construction and the statute must be followed without further inquiry." *McNeill v. City of Tulsa*, 1998 OK 2, ¶ 9, 953 P.2d 329, 332. The test for ambiguity in a statute is whether the language is susceptible to more than one reasonable interpretation. *In re J.L.M.*, 2005 OK 15, ¶ 5, 109 P.3d 336, 338. Whether a statute is ambiguous is a question of law. *Id.* Rules of statutory construction are employed only when legislative intent cannot be ascertained from the language of a statute, as in cases of ambiguity or conflict with other statutes. *Corr v. Smith*, 2008 OK 12, ¶ 21, 178 P.3d 859, 864.

¶19 When interpreting statutes, we do not limit our consideration to a single word or phrase. *McNeill*, 1998 OK 2, ¶ 11, 953 P.2d at 332. "Words used in a part of a statute must be interpreted in light of their context and understood in a sense that harmonizes with all other parts of the statute." *In re Estate of Little Bear*, 1995 OK 134, ¶ 22, 909 P.2d 42, 50.

¶20 Section 178(A) provides:

If, after entering into a written contract in which a beneficiary is designated or provision is made for the payment of any death benefit (including life insurance contracts, annuities, retirement arrangements, compensation agreements, depository agreements, security registrations, and other contracts designating a beneficiary of any right, property, or money in the form of a death benefit), the party to the contract with the power to designate the beneficiary or to make provision for payment of any death benefit dies **after being divorced** from the person designated as the beneficiary or named to receive such death benefit, all provisions in the contract in favor of the decedent's former spouse are thereby revoked. Annulment of the marriage shall have the same effect as a divorce. In the event of either divorce or annulment, the decedent's former spouse shall be treated for all purposes under the contract as having predeceased the decedent. 10 (Emphasis added).

¶21 The plain meaning of § 178(A)'s terms reveals an irreconcilable conflict when read in conjunction with 43 O.S.2011 § 110(C). Section 110(C) provides:

C. Any temporary orders and the automatic temporary injunction, or specific terms thereof, may be vacated or modified prior to or in conjunction with a final decree on a showing by either party of facts necessary for vacation or modification.

Temporary orders and the automatic temporary injunction terminate when the final judgment on all issues, except attorney fees and costs, is rendered or when the action is dismissed. The court may reserve jurisdiction to rule on an application for a contempt citation for a violation of a temporary order or the automatic temporary injunction which is filed any time prior to the time the temporary order or injunction terminates. (Emphasis added).

C. 15 O.S. § 178(A) Must Be Read *In Pari Materia* With 43 O.S. § 110(C).

¶22 "Different statutes on the same subject are generally to be viewed as *in pari materia* and must be construed as a harmonious whole." *Taylor v. State Farm Fire & Cas. Co.*, 1999 OK 44, ¶ 19, 981 P.2d 1253, 1261. "All legislative enactments *in pari materia* are to be interpreted together as forming a single body of law that will fit into a coherent symmetry of legislation." *Id.*

¶23 Prior to 2002, the parties to a dissolution proceeding could request the trial court issue a temporary order to restrain the disposition of any property and provide other injunctive relief proper under the circumstances. See 43 O.S.2001 § 110(A)(1) (a)-(g). In 2002, the Legislature amended § 110(A)(1) to add an automatic temporary injunction (ATI) that is effective against both parties when the petition for dissolution, summons, and notice of the ATI is personally served on the respondent, unless waived by the parties. See 43 O.S.Supp.2002 § 110(A)(1). When § 110(A) is satisfied, the ATI "shall become an order of the court." 43 O.S.2011 § 110(A)(5). Yammine and Bernard did not waive the ATI.

¶24 The ATI expressly restrains both parties from "changing or in any manner altering the beneficiary designation on any life insurance policies on the life of either party or any of their children." 43 O.S.2011 § 110(A)(1)(b)(4). Other ATI provisions specifically restrain the spouses' post-petition interactions with several contracts that are subject to revocation pursuant to §

178(A). Pertinent here, § 110(C) provides that "[t]emporary orders and the [ATI] **terminate when the final judgment on all issues, except attorney fees and costs, is rendered or when the action is dismissed.**" (Emphasis added).

¶25 The ATI mandated by § 110--and the temporary order entered by the trial court at Yammine's request--govern the life insurance policy at issue here. While Ghoussoub claims the Policy's beneficiary was revoked by § 178(A), his position fails to consider § 178(A)'s conflict with § 110(C), which was enacted fifteen years after § 178(A). Read alone, § 178(A)'s application to a divorce order with pending property division issues, including a life insurance policy, is *unclear*. In contrast, § 110(C) *very clearly* maintains the trial court's control of beneficiary changes to a life insurance policy owned by the parties *until final judgment on all issues is rendered*. "[W]here a matter is addressed by two statutes--one specific and the other general--the specific statute, which clearly includes the matter in controversy and prescribes a different rule, governs over the general statute." *Rogers v. Quiktrip Corp.*, 2010 OK 3, ¶ 13, 230 P.3d 853, 860. In addition, "[m]ore recently-enacted legislation controls over earlier provisions." *Id.* Accordingly, we find the specific language in § 110(C) controls over § 178(A) in this cause.

¶26 "The Legislature is not presumed to have done a vain or useless act in the promulgation of a statute." *Comer v. Preferred Risk Mut. Ins. Co.*, 1999 OK 86, ¶ 18, 991 P.2d 1006, 1014. "The function of the Legislature is to prescribe rules to operate upon the actions and rights of citizens *in the future*." (Emphasis added). *Starkey v. Okla. Dep't of Corr.*, 2013 OK 43, ¶ 26, 305 P.3d 1004, 1015.

¶27 Reading the two statutes *in pari materia*, we can only conclude the later enactment of § 110(C) effectively limits § 178(A)'s "after being divorced" language to a divorce where *final judgment on all issues is rendered*. To find otherwise creates an absurd result wherein one's designation as a life insurance beneficiary, while protected by § 110(C) in a bifurcated proceeding where final judgment has yet to be rendered, is concurrently revoked by § 178(A).

IV. CONCLUSION

¶28 Section 178(A) requires a final judgment on all issues. The trial court erred by interpreting 15 O.S.2011 § 178(A) to revoke Yammine's beneficiary designation in Bernard's life insurance policy based on an order granting divorce when the final judgment on all issues remained pending at husband's death. The trial court's declaratory judgment is reversed, and this cause is remanded for further proceedings consistent with this opinion.

APPEAL PREVIOUSLY RETAINED; TRIAL COURT'S JUDGMENT REVERSED; REMANDED FOR FURTHER PROCEEDINGS.

Darby, C.J., Kauger, Edmondson, Gurich and Rowe, JJ., concur.

Kane, V.C.J. (by separate writing), Winchester and Combs, J.J. (by separate writing), dissent.

Kuehn, J., not participating.

KANE, V.C.J., dissenting:

¶1 I dissent for the reasons that (1) the trial court's correction of the ATI violation did nothing to subvert the effect of the divorce granted after the violation, and (2) the trial court did not violate the ATI.

THE TRIAL COURT'S CORRECTION OF THE ATI VIOLATION DID NOTHING TO SUBVERT THE EFFECT OF THE DIVORCE GRANTED AFTER THE VIOLATION

¶2 Certainly, the amendment of the insurance beneficiaries by Dr. Bernard on March 31, 2017 (before the grant of divorce) was void *ab initio*, by operation of 43 O.S.2011 § 110 (the ATI). In October of that year (after the divorce), the trial court remedied this violation by issuing an order directing that the beneficiaries be returned to their prior status. This act of setting

aside an illegal transfer was not only proper, it was wholly necessary in order to comport with Oklahoma law. This correction of the ATI violation cannot be read as some implicit signal by the trial court that it did not really mean to later grant the divorce after the ATI had been violated.

¶3 Why would the court grant the request to void the ATI violation, if the gift to the spouse was voided by the subsequent divorce? Because the rights of people other than the former spouse were also impacted, and Oklahoma law required the Court to set aside the illegal act of Dr. Bernard. The wrongful violation of the ATI by Dr. Bernard, and the Court's subsequent correction of this act did nothing to subvert the effect of the trial court's grant of divorce to the litigants after the ATI violation.

THE ACT OF THE TRIAL COURT DID NOT VIOLATE THE ATI

¶4 While the majority does an admirable job of harmonizing two seemingly conflicting statutes, the operative word in this statement is "seemingly." In fact, the statutes do not conflict in this case. It is essential that we note that the ATI is addressed exclusively to *ex parte* actions of the litigants in the divorce action. The statute enjoins only the parties. The statute makes requirements of only the parties. The statute restrains only the actions of the parties. The statute does nothing to restrain, limit, or enjoin the trial court.

¶5 The true effect of the grant of divorce by the trial court was to modify the ATI prior to the final conclusion of the case. The ATI statute provides: "Any temporary orders and the automatic temporary injunction, or specific terms thereof, **may be vacated or modified prior to or in conjunction with a final decree** on a showing by either party of facts necessary for vacation or modification." 43 O.S. § 110(C) (emphasis added).

¶6 After Dr. Bernard attempted to change his insurance provisions the wrong way (*ex parte* violation of the ATI), he thereafter accomplished the change the correct way--by seeking leave of the trial court. The trial court granted the contested request for early grant of divorce under our teachings in *Alexander v. Alexander*, 2015 OK 52, 357 P.3d 481. The divorce was granted to Dr. Bernard for the precise reason that he knew that he was dying, and he did not wish for his estranged spouse to be afforded the status of surviving spouse. This was the stated reason for the relief, and was well known to the trial court granting the divorce. The trial court did not violate the ATI or any other temporary order by granting the relief--the court merely modified the legal status of the parties, which had the effect of modifying the ATI prior to final decree, as provided in the statute.

¶7 After the legal status of the parties was modified by the trial court, and after the trial court returned the status of the insurance policy beneficiaries to the state existing prior to the ATI violation, the insurance policy then stood with the gift to the former spouse revoked, per 15 O.S.2011, § 178(A) by virtue of the grant of divorce that occurred after the ATI violation. This is the only rational and just construction of the facts and law before us in this case.

¶8 For these reason, I respectfully dissent.

COMBS, J., with whom WINCHESTER, J., joins, dissenting:

¶1 I respectfully dissent.

¶2 Here the parties had a valid automatic temporary injunction (ATI) entered upon the filing of the divorce action. By the terms of 43 O.S.2011, § 110(A)(6), "[t]he automatic temporary injunction shall be dissolved upon the granting of the dissolution of marriage, final order of legal separation or other final order." Upon the trial court's grant of the divorce, the ATI was dissolved as it related to the term life insurance policy and the benefits to be paid under that policy. By virtue of the provisions of 15 O.S.2011, § 178(A), the now former wife was precluded from receiving the proceeds of the death benefit policy. I would affirm the trial court.

FOOTNOTES

ROWE, J.:

¹ 2015 OK 52, 357 P.3d 481. The trial court in *Alexander* granted the spouses a divorce, ordered mediation for the property division issues, and memorialized the findings in a court minute. The wife died before a settlement was reached or a journal entry had been filed. The trial court granted the husband's motion to dismiss the divorce action, arguing it abated when the wife died and deprived the court of jurisdiction. We reversed, first holding the divorce granted to the spouses was enforceable when pronounced. After approving the procedure in dissolution actions during which the trial court bifurcates the issues, grants the divorce and retains jurisdiction over reserved property division and other issues for later hearing, we ordered the case to proceed for determination of the property division issues.

² Section 110(A)(1)(b)(4) restrains the parties from "changing or in any manner altering the beneficiary designation on any life insurance policies on the life of either party or any of their children."

³ In relevant part, Okla.Sup.Ct.R. 1.37(a)(5) states "[A]fter a petition-in-error is filed, the trial court retains jurisdiction in... matrimonial litigation ... to issue orders affecting ... the property of the parties pending the appeal."

⁴ A week later, Yammine filed a petition for letters of administration, appointment of personal representative, determination of heirs, and appointment of a special administrator in Tulsa County District Court. Premised on the final Order Granting Divorce, the probate court subsequently determined Yammine was not Bernard's surviving spouse and that their two minor children were his only heirs at law. Ghousoub and Bernard's sister applied for appointment as co-personal representatives of Bernard's estate, in which they claimed Bernard died intestate and he was divorced from Yammine.

⁵ Other revocation on divorce statutes enacted the same year are not discussed as they are not at issue in this cause and are unaffected by our holding.

⁶ See 6 O.S.2011 § 901(B)(10) ("Payable on Death" (P.O.D.) bank accounts); 6 O.S.2011 § 2025(A)(10) (credit union share and deposit accounts); 71 O.S.2011 §§ 907 and 908(B) ("Transfer on Death" (T.O.D.) securities).

⁷ Kristen P. Raymond, Double Trouble -- An Ex-Spouse's Life Insurance Beneficiary Status & State Automatic Revocation Upon Divorce Statutes: Who Gets What?, 19 Conn. Ins. L.J. 399, 407 (2012-2013). Michigan, Colorado, Minnesota, Missouri, Ohio, Arizona and Texas had adopted the minority rule, either by statute or judicial mandate. Id. at 411-12.

⁸ See *Sveen v. Melin*, 138 S.Ct. 1815, 1819 n.1, 201 L.Ed.2d 180 (2018).

⁹ A "latent ambiguity . . . arises when language is clear and intelligible and suggests but a single meaning, but some extrinsic fact or some extraneous evidence creates a necessity for interpretation or a choice between two or more possible meanings." Black's Law Dictionary (6th ed. 1979)

¹⁰ Section 178 further provides:

B. Subsection A of this section shall not apply:

1. If the decree of divorce or annulment is vacated;
2. If the decedent had remarried the former spouse and was married to said spouse at the time of the decedent's death;
3. If the decree of divorce or annulment contains a provision expressing an intention contrary to subsection A of this section;
4. If the decedent makes the contract subsequent to the divorce or annulment;
5. To the extent, if any, the contract contains a provision expressing an intention contrary to subsection A of this section; or

6. If the decedent renames the former spouse as the beneficiary or as the person or persons to whom payment of a death benefit is to be made in a writing delivered to the payor of the benefit prior to the death of the decedent and subsequent to the divorce or annulment.

C. For purposes of subsection A of this section, "death benefit" shall not include:

1. Any interest in property in which the decedent's former spouse has an interest as a joint tenant; or
2. Any interest in property in which the decedent's former spouse has a beneficial interest in an express trust created by the decedent during the decedent's lifetime for which provision is made in Section 175 of Title 60 [60-175] of the Oklahoma Statutes.

D. This section shall apply to any contract of a decedent made and entered into on or after November 1, 1987 and to depository agreements and security registrations made and entered into on or after September 1, 1994.

Subsection D originally provided "[t]his section shall apply to any contract of a decedent dying on or after November 1, 1987." The Eighth Circuit held § 178 was unconstitutional when applied to a life insurance policy purchased prior to its enactment and that revocation of the provisions in favor of the former spouse violated the Contract Clause of the U.S. Constitution. See *Whirlpool v. Ritter*, 929 F.2d 1318 (8th Cir. 1991).

Citationizer® Summary of Documents Citing This Document

Cite Name Level

None Found.

Citationizer: Table of Authority

Cite Name	Level
Oklahoma Supreme Court Cases	
Cite	Name
1952 OK 273, 247 P.2d 504, 207 Okla 44,	HIBBARD v. HIBBARD
1999 OK 86, 991 P.2d 1006, 70 OBJ	Comer v. Preferred Risk Mutual Ins. Co.
3144,	
1964 OK 74, 391 P.2d 242,	GORDON v. FOLLOWELL
1995 OK 134, 909 P.2d 42, 66 OBJ 3827,	In the Matter of the Estate of Little Bear
2005 OK 15, 109 P.3d 336,	IN THE MATTER OF J.L.M.
1996 OK 60, 917 P.2d 473, 67 OBJ 1594,	Barnett v. Barnett
2008 OK 12, 178 P.3d 859,	CORR v. SMITH
2008 OK 81, 195 P.3d 372,	KNIGHT v. MILLER
2010 OK 3, 230 P.3d 853,	ROGERS v. QUIKTRIP CORP.
2013 OK 43, 305 P.3d 1004,	STARKEY v. OKLAHOMA DEPARTMENT OF CORRECTIONS
2015 OK 52, 357 P.3d 481,	ALEXANDER v. ALEXANDER
2019 OK 39, 457 P.3d 1007,	COLE v. JOSEY
1998 OK 2, 953 P.2d 329, 69 OBJ 208,	McNEILL v. CITY OF TULSA
1998 OK 58, 961 P.2d 804, 69 OBJ 2254,	MACY v. OKLAHOMA CITY SCHOOL DIST. NO. 89
1999 OK 44, 981 P.2d 1253, 70 OBJ	Taylor v. State Farm Fire and Casualty Co.
1664,	

Title 6. Banks and Trust Companies

Cite Name	Level	
Cite	Name	Level
6 O.S. 901,	<u>Deposits In Name of Two or More Persons - "Payable on Death" Accounts - Change in Designation of Beneficiary</u>	Cited
6 O.S. 2025,	<u>Shares or Deposits "Payable on Death" or "P.O.D"</u>	Cited
Title 12. Civil Procedure		
Cite	Name	Level
12 O.S. 1651,	<u>Determination of Rights, Status or Other Legal Relations - Exceptions</u>	Cited
12 O.S. 1654,	<u>Determination to Have Effect of Final Judgment - Reviewable as Other Judgments</u>	Cited
Title 15. Contracts		
Cite	Name	Level
15 O.S. 178,	<u>Providing Death Benefits - Contracts of Designating Former Spouse as Beneficiary - Effect of Divorce or Annulment.</u>	Discussed at Length
Title 18. Corporations		
Cite	Name	Level
18 O.S. 381.39a,	<u>Payable on Death (P.O.D.) Accounts - Joint Accounts</u>	Discussed
Title 43. Marriage		
Cite	Name	Level
43 O.S. 110,	<u>Orders Concerning Property, Children, Support and Expenses</u>	Discussed at Length
Title 71. Securities		
Cite	Name	Level
71 O.S. 907,	<u>Effect of Designation of TOD Beneficiary on Registration in Beneficiary Form - Cancellation</u>	Cited