

SUPREME COURT OF LOUISIANA

No. 99-C-3097

JUNE COLEMAN, WIFE OF LESLIE LEON ROBINSON, JR.

VERSUS

LESLIE LEON ROBINSON, JR.

KNOLL, JUSTICE, dissenting in part

For the following reasons, I respectfully dissent from the majority's conclusion that Mr. Robinson's duty to designate Ms. Coleman as the beneficiary of the survivor's annuity ceased upon her remarriage. Before the agreement in question was confected, Mr. Robinson's former New Orleans attorney drafted a property settlement agreement which provided for the designation of Ms. Coleman as the beneficiary of Mr. Robinson's survivor's annuity. This provision stood alone and was in no way tied to Ms. Coleman's right to receive alimony. All correspondence between the parties on the issue, which occurred before either party remarried, indicated that the terms of the agreement would provide this benefit to Ms. Coleman with no conditions attached.¹ The letter accompanying the agreement forwarded to Ms. Coleman confirmed that the agreement "sets forth everything we have agreed on concerning alimony, survivor's annuity, etc." Further, in the final agreement, although the paragraph providing for a survivor's annuity comes under the heading, "[w]ife waives

¹ One other indication that the survivor's annuity was not tied to the conditions of alimony can be found in a letter sent by Mr. Robinson encouraging Ms. Coleman to sign the agreement as quickly as possible. In the letter, Mr. Robinson informed her that if she was not designated as the beneficiary of the survivor annuity, then she would lose her medical coverage. However, it later became apparent to Ms. Coleman through a pre-trial deposition that this was untrue because she continued to receive coverage even after Mr. Robinson failed to designate her as the beneficiary. Mr. Robinson's desire to have the agreement signed and to provide medical coverage through the annuity shows his intent to list her on the annuity regardless of the alimony agreement.

any and all rights to support and maintenance, except as set forth as follows,” the agreement does not specifically provide that this duty ceases upon remarriage. As ambiguities are construed against the drafter of the agreement, any ambiguity found in this provision is construed against Mr. Robinson. Thus, because the agreement did not specify that Mr. Robinson’s duty to designate Ms. Coleman as the beneficiary ceased upon her remarriage, in my view the trial court erred in denying Ms. Coleman’s supplemental petition seeking enforcement of this provision which obligated Mr. Robinson to designate her as the recipient of the survivor’s annuity.