UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-80333-CIV-SMITH

MINNESOTA LIFE INSURANCE COMPANY,

Plaintiff,

vs.

ADAM J. SWICICKI, JR., *et al.*,

Defendants.
_____/

ORDER GRANTING ADAM J. SWICICKI, JR.'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND DENYING MICHELINE M. SWICICKI'S MOTION FOR SUMMARY JUDGMENT

This cause is before the Court on Defendant/Cross-Claimant Adam J. Swicicki, Jr.'s Motion for Partial Final Summary Judgment as to Count I of Crossclaim for Interpleader Relief [DE 27], Micheline M. Swicicki's Response in Opposition [DE 34], and Adam J. Swicicki, Jr.'s Reply [DE 44]. Also before the Court is Micheline M. Swicicki's Motion for Summary Judgment [DE 29], Adam J. Swicicki, Jr.'s Response in Opposition [DE 46], and Micheline M. Swicicki's Reply [DE 49]. This dispute arises over the proceeds of a life insurance policy. Plaintiff, Minnesota Life Insurance Company, instituted this interpleader action to determine the lawful beneficiary of the life insurance policy of Adam J. Swicicki, Sr. Both Adam J. Swicicki, Jr. and Micheline M. Swicicki claim a right to the life insurance proceeds. For the reasons set forth below, Adam J. Swicicki, Jr.'s Motion for Partial Final Summary Judgment is granted and Micheline M. Swicicki's Motion for Summary Judgment is denied.

I. UNDISPUTED MATERIAL FACTS

Adam J. Swicicki, Sr. ("Decedent") was insured under a life insurance policy issued by Plaintiff, with a face amount of $1,000,000.00 (the "Policy"). Decedent was married to Micheline M. Swicicki ("Micheline") and together they had the minor child, SMS, in May 2018. Adam J. Swicicki, Jr. ("Adam") is the adult child of Decedent.

Initially the beneficiary designation under the Policy listed Micheline Maroni, fiancé, as the primary beneficiary and Adam Swicicki, Jr., son, as the contingent beneficiary. After Decedent and Micheline married, Decedent changed the beneficiary designation on the Policy to reflect Micheline's name change to Micheline Swicicki. In March 2019, Decedent requested the beneficiary designations be changed to 75% to "Micheline Swicicki, per stirpes" and 25% to "Adam John Swicicki, Jr., per stirpes." (Beneficiary change request [DE 30-4].) Plaintiff acknowledged the change request and listed the beneficiaries of the Policy as:

> **Class 1:** 75% Micheline Swicicki, wife and 25% Adam John Swicicki Jr. son. However, if any beneficiary predeceases the insured, that beneficiary's children living at the death of the insured shall take equally the share which their deceased parent would have taken if he or she survived the insured.

(Policy [DE 30-1] at 39.)

In 2023, Decedent and Micheline divorced. As part of the divorce proceedings, Decedent and Micheline executed a "Partial Mediation Agreement (Dissolution of Marriage with Child)." (DE 17-3.) The Partial Mediation Agreement states: "The Husband has a whole life insurance policy. The Husband shall receive 100% and the Wife waives any and all claims[,] right or entitlements to the Husband's life insurance policy." (*Id.* ¶ 3.b.) The Partial Mediation Agreement was ratified, approved, and incorporated into a Final Judgment of Dissolution of Marriage.

On September 11, 2024, Decedent died. On October 18, 2024, Micheline claimed entitlement to the death benefits under the Policy. On October 25, 2024, Adam claimed entitlement

to the death benefits under the Policy. On December 9, 2024, Plaintiff made payment to Adam of the uncontested portion of the Policy benefits in the amount of $250,000. On December 10, 2024, Adam notified Plaintiff that the remaining Policy benefits should be paid to him. On December 23, 2024, Micheline notified Plaintiff that SMS was the biological child of Decedent and herself and requested that the remaining Policy benefits be paid to her biological child. In March 2025, Plaintiff instituted this interpleader action.

III. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when "the pleadings . . . show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247 (1986); *HCA Health Servs. of Ga., Inc. v. Employers Health Ins. Co.*, 240 F.3d 982, 991 (11th Cir. 2001). Once the moving party demonstrates the absence of a genuine issue of material fact, the non-moving party must "come forward with 'specific facts showing that there is a genuine issue for trial.'" *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986) (quoting Fed. R. Civ. P. 56(e)). The Court must view the record and all factual inferences therefrom in the light most favorable to the non-moving party and decide whether "'the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.'" *Allen v. Tyson Foods, Inc.*, 121 F.3d 642, 646 (11th Cir. 1997) (quoting *Anderson*, 477 U.S. at 251-52).

In opposing a motion for summary judgment, the non-moving party may not rely solely on the pleadings, but must show by affidavits, depositions, answers to interrogatories, and admissions that specific facts exist demonstrating a genuine issue for trial. *See* Fed. R. Civ. P. 56(c), (e); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986). A mere "scintilla" of evidence supporting

the opposing party's position will not suffice; instead, there must be a sufficient showing that the jury could reasonably find for that party. *Anderson*, 477 U.S. at 252; *see also Walker v. Darby*, 911 F.2d 1573, 1577 (11th Cir. 1990).

IV. DISCUSSION

There are two issues the Court must decide to determine who is entitled to the Policy benefits: (1) the effect of the Partial Mediation Agreement and Final Judgment of Dissolution of Marriage on the beneficiary designation in the Policy and (2) the effect of Florida Statute, section 732.703(2) on the beneficiary designation. Section 732.703(2) states in pertinent part:

> A designation made by or on behalf of the decedent providing for the payment or transfer at death of an interest in an asset to or for the benefit of the decedent's former spouse is void as of the time the decedent's marriage was judicially dissolved or declared invalid by court order prior to the decedent's death, if the designation was made prior to the dissolution or court order. The decedent's interest in the asset shall pass as if the decedent's former spouse predeceased the decedent.

Fla. Stat. § 732.703(2). Micheline maintains that the divorce did not affect the beneficiary designation on the Policy and that under section 732.703(2) her portion of the Policy benefits pass to her child, SMS. Adam, on the other hand, maintains that the divorce voided the beneficiary designation naming Micheline and therefore he is the sole beneficiary under the Policy and entitled to the remainder of the Policy benefits.

A. The Effect of the Partial Mediation Agreement

Micheline maintains that her waiver of rights to the Policy in the Partial Mediation Agreement does not affect the beneficiary designation as to the death benefits of the Policy. Micheline argues that the language of the Partial Mediation Agreement is too general to amount to a waiver of the death benefit under the Policy. Under the Partial Mediation Agreement, Micheline waived "any and all claims[,] right or entitlements to the" Policy.

Micheline, relying on *Crawford v. Barker*, 64 So. 3d 1246 (Fla. 2011), contends that

general language as to ownership of a policy is not sufficient to override the beneficiary designation in the Policy. In *Crawford*, the Florida Supreme Court found that an agreement that the husband "shall retain retirement money" in his deferred compensation fund was not sufficient to address who would receive the death benefits and thus the beneficiary form controlled, despite naming the husband's ex-wife. *Id.* at 1256–57. Adam argues that *Crawford* predates section 732.703(2) and, therefore, does not control. Courts have, however, continued to consider *Crawford* in deciding the meaning of a divorce agreement. *See Martinez-Olson v. Est. of Olson*, 328 So. 3d 14 (Fla. 3d DCA 2021). The Court agrees with Micheline. The Partial Mediation Agreement did not address who would receive the death benefits from the Policy. Thus, the Partial Mediation Agreement has no effect on the Court's consideration of who is entitled to the Policy's death benefits.

B. The Effect of Section 732.703(2), Florida Statutes

Micheline maintains that applying section 732.703(2) to the beneficiary designation in the Policy results in SMS receiving Micheline's share of the Policy benefits. Adam argues that applying section 732.703(2) to the beneficiary designation voids Micheline's interest in the Policy and Adam receives 100% of the proceeds as the sole named beneficiary. Neither party has provided the Court with authority directly on point.

The Court, however, finds *Carroll v. Israelson*, 169 So. 3d 239 (Fla. 4th DCA 2015), instructive. *Carroll* addresses a parallel issue under section 732.507(2), Florida Statutes. The version of Section 732.507(2) in effect at the time of the *Carroll* court's decision states:

> Any provision of a will executed by a married person that affects the spouse of that person shall become void upon the divorce of that person or upon the dissolution or annulment of the marriage. After the dissolution, divorce, or annulment, the will shall be administered and construed as if the former spouse had died at the time of the dissolution, divorce, or annulment of the marriage, unless the will or the dissolution or divorce judgment expressly provides otherwise.

Fla. Stat. § 732.507(2) (2012). In *Carroll*, the decedent's will had left the majority of his estate to his wife and if she predeceased him to a revocable trust for the benefit of the wife's niece and nephew. 169 So. 3d at 241. The decedent and his wife divorced prior to his death, and, after his death, the decedent's mother challenged the bequest to the now ex-wife. *Id.* at 242. The court found that section 732.507(2) voided the bequest upon the divorce and, because the ex-wife was alive at the time of the decedent's death, the bequest did not pass to the trust. *Id.* at 243. The court further found that treating the ex-wife as though she had predeceased the decedent would nullify the provision of the statute that voided the bequest upon divorce. *Id.*

Similarly, if the Court were to treat Micheline as predeceasing the Decedent and find that Micheline's share of the Policy's death benefit passes to SMS, it would nullify the first sentence of section 732.703(2). Applying section 732.703(2) to the instant case leads to the conclusion that Micheline's interest became void at the time of the divorce. If her interest was void at the time of the divorce, she had no interest at the time of Decedent's death. Without an interest at the time of Decedent's death, Micheline cannot pass her interest onto her child. If the Court were to adopt Micheline's interpretation of the statute, the "void" language in the first sentence of the statute would be superfluous. *See Gonzalez v. McNary*, 980 F.2d 1418, 1420 (11th Cir. 1993) ("A statute should be construed so that effect is given to all its provisions, so that no part of it will be inoperative or superfluous, void or insignificant.") Thus, the Court finds that Micheline's interest in the Policy death benefits became void at the time of the divorce and, therefore, she has no interest to pass on to her child, SMS. Consequently, Adam is the only named beneficiary of the Policy and the remaining Policy proceeds belong to him.

Accordingly, it is

ORDERED that:

1. Defendant/Cross-Claimant Adam J. Swicicki, Jr.'s Motion for Partial Final Summary Judgment as to Count I of Crossclaim for Interpleader Relief [DE 27] is **GRANTED.** Adam J. Swicicki is the sole beneficiary of the Policy.

2. Micheline M. Swicicki's Motion for Summary Judgment [DE 29] is **DENIED.**

DONE and ORDERED in Fort Lauderdale, Florida, this 22nd day of October, 2025.

RODNEY SMITH
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record