

10/28/96

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SOCIAL SECURITY ADMINISTRATION
Office of Hearings and Appeals

DECISION

IN THE CASE OF

CLAIM FOR

NOV, ,

Haydee Bird
(Claimant)

Retirement Insurance Benefits

(XREF:)

Jack (dec'd) Bird
(Wage Earner)

(Social Security Number)

This case is before the Administrative Law Judge ("ALJ") on a request for hearing filed by the claimant.

PROCEDURAL HISTORY

The claimant filed an application for widow's insurance benefits on August 6, 1993. (Exhibit 1). The Social Security Administration ("SSA") notified the claimant that a Bertha Conne, who also claimed to be the spouse of the deceased wage earner, Jack Bird ("decedent"), also applied for widow's insurance benefits. In the Notice of Reconsideration, the SSA determined that the decedent never divorced Bertha Conne, despite entering in a subsequent marriage to the claimant. (Exhibit 3). As such, under California law, the claimant's marriage to the claimant was not legally valid. The SSA also determined that the claimant did not meet the requirements of a "deemed valid marriage" set forth under the Regulations. The claimant, therefore, filed a timely request for a hearing on May 26, 1994. (Exhibit 4). A hearing was held before the undersigned ALJ on October 1, 1996, in Long Beach, California. The claimant, who appeared and testified, was represented by Deanne Loonin, Attorney at Law.

ISSUES

The issues in this case are whether the claimant is entitled to widow's insurance benefits based on either: 1) a valid marriage to the decedent at the time of the decedent's death under State law where the decedent had a permanent home when he died (section 216(h)(1)(A)(i) of the Social Security Act ("Act")); 2) the status of putative spouse under State law which enables the putative spouse to inherit a share of the decedent's personal property if

he were to die without leaving a will (section 216(h)(1)(A)(ii) of the Act); or 3) a "deemed valid marriage" under section 216(h)(1)(B)(i) of the Act.

EVALUATION OF THE EVIDENCE

The following are the facts of the case as presented in the record:

In about 1973, the claimant, **Haydee** Bird, married the decedent, Jack Bird, in a civil ceremony in Peru. (Exhibits 9 & 20; Claimant's testimony). In about 1974, the decedent allegedly adopted the claimant's three children from her previous marriage. (Exhibit 24; Claimant's testimony). In about 1975, the decedent, the claimant, and the adopted children moved to Long Beach, California from Peru. The family lived in an apartment from about 1975 to 1983. In about 1983, one of their sons, **Sandor** Bralich, purchased a home for the family. The decedent and the claimant lived there continuously until about 1991.

Prior to 1991, the decedent allegedly physically abused the claimant. (Exhibit 24; Claimant's testimony). In about 1991, the alleged abuse worsened. (Id.). The police were allegedly called when the decedent threatened the claimant. (Id.). The decedent allegedly moved out of the house soon after this incident, and took up residency only a few miles away. (Id.). The decedent's decision to move out of the house was allegedly mutual, and the decedent and the claimant allegedly continued to live as husband and wife despite living under separate roofs. (Id.).

The claimant and two of her children, **Sandor** and Nikola Bird, claim that, although the decedent lived in a separate dwelling, the claimant and the decedent never severed their marital relationship. (Id.). The decedent allegedly spent nearly every day at their house, and the claimant allegedly cooked for, and took care of, the decedent. (Id.). The claimant allegedly cleaned decedent's apartment and did his laundry. (Id.). The decedent continued to receive his mail at the family house. (Exhibits 24 & 26; Claimant's testimony). According to the claimant, she and the decedent considered the separate living conditions to be a temporary arrangement. (Claimant's testimony).

The claimant alleges that the decedent told her that he was married once before to a women named Edith, **but** that he

divorced her.' (Exhibit 25; Claimant's testimony). The claimant also alleges that the decedent told her that he had a son, Jack Jr., by another woman, Bertha, whom he had not married. (Exhibit 25; Claimant's testimony). The claimant testified that she was aware that the decedent went to the State of Washington usually once a year to visit Jack Jr. and to care of some property he owned there. (Id.). However, according to the claimant, the decedent refused to discuss any details of his property or his visits to the State of Washington. (Id.).

On July 16, 1993, the decedent died of cardiorespiratory arrest. (Exhibit 14). The claimant subsequently filed for Social Security Widow's Insurance Benefits on August 6, 1993. (Exhibit 1). According to the claimant, it was from the SSA that she learned for the first time that the decedent was married to Bertha Conne. (Id.). The SSA notified her that Bertha Conne was also applying for widow's insurance benefits.

The following are the relevant sections of the Act:

Section 216(h)(1)(A)(i) of the Act provides that an applicant is the widow of the insured for purposes of this title if the courts of the State in which the insured was domiciled at the time of his death would find that the insured and the applicant were validly married at the time the insured individual died.

Section 216(h)(1)(A)(ii) of the Act states that if such courts would not find the applicant, and the insured were validly married, the applicant may, nevertheless, be deemed to be the widow if the applicant would, under the laws applied by such courts in determining the devolution of intestate personal property, would have the same status with respect to the taking of property as a widow of the insured individual.

Section 216(h)(1)(B)(i) of the Act states where an applicant is not (and is not deemed to be) the widow of the insured under subparagraph (A), she may be eligible when it is established, to the satisfaction of the Commissioner, that the applicant in good faith went through a marriage ceremony with the insured resulting in a purported marriage between them which, but for a legal impediment not known to the applicant at the time of the ceremony, would have been a

¹ Edith Bird was the decedent's first wife. They were subsequently divorced. (Exhibit 6). This marriage and subsequent divorce are not challenged in this case.

valid marriage. Notwithstanding the preceding sentence, in the case of any person who would be deemed under the preceding sentence as a widow of the insured individual, such marriage shall not be deemed to be a valid marriage unless the applicant and the insured individual were living in the same household at the time of the death of the insured individual.

Section **216(h)(1)(B)(ii)** states that the provisions of clause (i) shall not apply if the Commissioner determines, on the basis of information brought to his attention, that the applicant entered into such purported marriage with the insured individual with knowledge that it would not be a valid marriage.

Discussion

In the Notice of Reconsideration, the SSA determined that, since the decedent did not dissolve his marriage to Bertha Conne, his subsequent marriage to the claimant was not recognized by the State of California as a valid marriage. (Exhibit 3). Under California law, a bigamous marriage is void. (California Civil Code §4401). The SSA cited as evidence a signed statement from the decedent dated April 5, 1979, in which he stated that, to his knowledge, he had never been divorced to Bertha Conne. The SSA did find that the claimant went through the marriage in good faith with no knowledge of the legal impediment, i.e., lack of dissolution of a previous marriage. However, the SSA determined that the claimant is not entitled to widow's insurance benefits because she and the decedent were not living in the same household at the time of his death, pursuant to section 216(h)(1)(B)(i) of the Act.

The claimant's argues that she is entitled to widow's insurance benefits pursuant to section 216(h)(1)(A)(i) of the Act because her marriage to the decedent was legally valid, and thus, she is the legal widow of the decedent. In the alternative, the claimant argues that the SSA failed to consider her eligibility for benefits as a putative spouse pursuant to section **216(h)(1)(A)(ii)**. The claimant's third argument is that, even assuming arguendo that she does not qualify under section 216(h)(1)(A)(i) or section **216(h)(1)(A)(ii)** of the Act, she is still eligible for benefits as a deemed spouse pursuant to section 216(h)(1)(B)(i) of the Act.

There is no dispute that the decedent was domiciled in California at the time of his death, and that California law is the controlling law pursuant to sections 216(h)(1)(A)(i) and **216(h)(1)(A)(ii)**.

Claimant's eligibility under section 216(h)(1)(A)(i)

The claimant argues that the SSA erred in finding that her marriage to the decedent **was not** recognized as valid in California because the **SSA's** analysis was incomplete. The claimant argues that **under** California law, where there are two successive marriages,² the presumption is that the second marriage is valid. The claimant argues that the party attacking the validity of the second marriage has the burden of proving that the first marriage has not been dissolved. The claimant's argument is correct.

The majority of cases applying California law find that when an individual enters into two successive marriages, a presumption arises in favor of the validity of the second marriage, and the burden is upon the party attacking the validity of the second marriage to prove that the first marriage had not been dissolved by the death of a spouse or by a divorce or had not been annulled at the time of the second marriage. (*Patillo v. Norris*, 65 Cal.App.3d 215, 135 Cal.Rptr. 214 (1976)) (See also *Estate of Smith*, 33 Cal.2d 279, 281, 201 P.2d 539, 540 (1949); *Vargas v. Superior Court*, 9 Cal.App.3d 470, 473, 88 Cal.Rptr. 281 (1970)).

The primary basis of this presumption is the policy that the individual entering into the second marriage is not presumed to have committed the crime of bigamy. (*Ibid.*) (See also *Estate of Smith*, 9 Cal.3d 74, 81, 106 Cal.Rptr. 774, 507 P.2d 78 (1973)).

The burden of overcoming that presumption is said to be a heavy one, since it involves proving a negative fact, that is, that there has been no divorce. (*Id.*) (See also *Estate of Atherley*, 44 Cal.App.3d 758, 765-766, 119 Cal.Rptr. 41 (1975); *Vargas v. Superior Court, supra*, 9 Cal.App.3d at p. 477, 88 Cal.Rptr. 281 (1970)).

However, the presumption is rebuttable, and may be overcome upon a consideration of the attending facts and circumstances and such inferences as fairly and reasonably flow therefrom. (*Id.* at p. 216) (See also *Estate of Smith, supra*, 33 Cal.2d 279, 281, 201 P.2d 539 (1949)).

² As noted earlier, the decedent was previously married to Edith Bird. This marriage was legally dissolved, and is not at issue. Therefore, for the purposes of this decision, the claimant's marriage to Berth Conne will be referred to as the first marriage, and the marriage to the **claimant** will be referred to as the second marriage.

Once a marriage has been shown to exist, it is presumed to be a legal and valid marriage. (*Marsh v. Marsh*, 79 Cal.App. 560, 250 P. 411 (1926); *Moran v. Superior Court of Sacramento County*, 38 Cal.App.2d 328, 100 P.2d 1096 (1940)). This is true whether the evidence shows that the marriage was contracted informally under the doctrine of common-law marriage in a state recognizing such marriages, or contracted formally in a ceremony. (*Re Estate of Hughson*, 173 Cal. 448, 160 P. 548 (1916)). A ceremonial marriage is presumed to be valid by statute. (California Evidence Code §663).

In the present case, the claimant submitted a certified marriage certificate from Peru showing that she and the decedent were married in a ceremony on September 4, 1973. (See exhibit 20). The claimant stated and testified that the marriage was valid in accordance with article 114 of the Peruvian Civil Code. There is no evidence in the record to dispute this claim. Therefore, the ALJ finds that the claimant has proven that a marriage existed between the claimant and the decedent.

The presumption of validity that attaches to a marriage shown to exist has been described as very strong. (*Hunter v. Hunter*, 111 Cal. 261, 43 P. 756 (1896); *Kelsey v. Miller*, 203 Cal. 61, 263 P. 200 (1928)). It has been stated that the presumption is one the strongest known to the law. (*Marsh v. Marsh*, 79 Cal.App. 560, 250 P. 411 (1926); *Moran v. Superior Court of Sacramento County*, 38 Cal.App.2d 328, 100 P.2d 1096 (1940)). Because of its strength, the courts have generally required a high degree of proof to overcome the presumption. (*Re Estate of Hughson*, 173 Cal. 448, 160 P. 548 (1916)).

The claimant argues that the burden in this case is not met because the only evidence to show that the first marriage was not dissolved is a signed statement by the decedent dated April 5, 1979. (See exhibit 9). In that statement, the decedent stated that, to his knowledge, he never divorced Bertha Conne. The claimant argues that this statement is insufficient to rebut the strong presumption of the validity of her marriage. Further, she argues that the statement from an individual, whom has proven a history of deceit, is highly unreliable. Additionally, she argues that there is no evidence of a record search to prove that there was a divorce between Bertha Conne and the decedent, as required by regulations and case law.

The ALJ agrees with the claimant that the burden of proving that there has not been a dissolution of the first marriage

in this case has not been met. Several cases hold that a party challenging a subsequent marriage must undertake a search of records in every jurisdiction in which a decree of dissolution may have been rendered. (*Bancroft v. Bancroft*, 9 Cal.App.2d 464, 50 P.2d 465 (1935); *Re Estate of Borneman*, 35 Cal.App.2d 455, 96 P.2d 182 (1939)). However, a search of the records of all potential areas of conceivable divorce jurisdiction is not necessary. Rather, it would seem that whether a search is necessary in a particular case would depend upon the entire facts and circumstances presented. (*Vargas v. Superior Court*, 9 Cal.App.3d 470, 473, 88 Cal.Rptr. 281 (1970)). In *Vargas*, the first wife presented a significant amount of evidence to prove that she and her husband were still married. (*Ibid.*).

In the present case, there is neither a significant amount of evidence to support the contention that Bertha Conne and the decedent were still married, nor is there evidence of a record search to prove no divorce exists in either the State of Washington or in California. Further, there is not even a marriage certificate showing that, in fact, Bertha Conne and the decedent were ever legally married. The claimant, on the other hand, has proven her marriage to the decedent exists. She has not only provided her marriage certificate (which is sufficient itself), but also has provided additional evidence which show that she and the decedent lived as husband and wife. The ALJ finds that the strong presumption of the validity of the claimant's marriage to the decedent has not been rebutted by the evidence in the record. Therefore, the claimant's marriage to the decedent is a legally valid marriage in the State of California. Since the claimant was validly married at the time of the decedent's death pursuant to California law, she is eligible for widow's benefits under section 216(h)(1)(A)(i) of the Act.

Claimant's eligibility under section 216(h)(1)(A)(ii)

Assuming arguendo that the claimant does not meet the requirements under section 216(h)(1)(A)(i), the claimant argues that the SSA did not consider whether she is eligible for benefits as a putative spouse pursuant to section 216(h)(1)(A)(ii) of the Act. The claimant argues that she meets the requirements under this section because she entered into the marriage in good faith. In the Notice of Reconsideration, the SSA acknowledged that the claimant entered into the marriage in good faith. (See exhibit 3). The claimant argues that the putative spouse doctrine only requires good faith on the part of one the parties. The only other requirement is that the marriage would have been legally valid but for a legal impediment: "According to the

claimant, this is satisfied because but for the decedent's alleged lack of dissolution of his previous marriage, the marriage between the claimant and the decedent would have been a legally valid marriage.

The ALJ agrees with the claimant's argument. In the Notice of Reconsideration, the SSA did not address whether the claimant is eligible for benefits under section **216(h)(1)(A)(ii)** of the Act. (See exhibit 3). Under section **216(h)(1)(A)(ii)**, the claimant would be deemed to be the widow if the claimant would, under California law of intestate property, have the same status with respect to the taking of property as a widow of the decedent.

Under California case law, a putative marriage has been defined as one that has been solemnized in due form and celebrated in good faith on the part of one or both of the parties, but which, by reason of some legal infirmity, is either void or voidable. (*Estate of Long*, 198 Cal.App.2d 732, 19 Cal.Rptr. 105 (1961); *Miller v. Johnson*, 214 Cal.App.2d 123, 29 Cal.Rptr. 251 (1963)).

California case law has held that an individual who enters into an invalid marriage with another but believes that he or she is validly married is entitled to a share in the assets acquired during the course of the putative marriage that would have been community property in a valid marriage. (*Coats v. Coats*, 160 Cal. 671, 118 P. 441 (1911)). It is generally held that the putative spouse takes the same share as a legal spouse, being recognized as the surviving spouse for the purposes of succession under Probate Code, section 201. (*Estate of Foy*, 109 Cal.App.2d 329, 240 P.2d 685 (1952)). Therefore, under California law, if the claimant can prove that she entered into a marriage in good faith, and that the marriage would have been legally valid but for some legal infirmity, she is entitled to the same status with respect to the taking of property intestate as a legal spouse.

In the present case, the claimant credibly testified that she entered into the marriage without knowledge that the decedent did not dissolve a previous marriage. In a signed statement dated April 5, 1979, the decedent stated that the claimant did not know that he was not free to marry. (See exhibit 9). Additionally, the SSA determined that the claimant acted in good faith when she entered into the marriage. There is no evidence that the claimant was on constructive notice that a previous marriage still existed. The claimant stated and testified that the decedent told her that he had an illegitimate son, but that he had not married the mother. There is no evidence in the record which

indicates that the claimant knew or should have known that the decedent was married to Bertha Conne. Therefore, the ALJ finds that the claimant acted in good faith when she married the decedent.

As mentioned above, the claimant stated and testified that the marriage was valid in accordance with article 114 of the Peruvian Civil Code. Therefore, the claimant's marriage would have been legally valid but for the legal infirmity, i.e., that the decedent did not dissolve his previous marriage (if, in fact, he did not do so).

The ALJ finds that the claimant meets the definition of a putative spouse under California case law, and thus, is entitled to the same status of a legal spouse with respect to the taking of intestate property. As such, the claimant is eligible for benefits under section **216(h)(1)(A)(ii)** of the Act.

Claimant's eligibility under section 216(h)(1)(B)(i)

Assuming arguendo that the claimant does not meet the requirements under section 216(h)(1)(A)(i) or section **216(h)(1)(A)(ii)**, the claimant argues that she is still eligible for benefits as a deemed spouse pursuant to section 216(h)(1)(B)(i) of the Act.

In the Notice of Reconsideration, the SSA determined that the claimant is not eligible for benefits under section 216(h)(1)(B)(i) because she did not meet the requirement of living in the same household at the time of the decedent's death. (See exhibit 3).

20 C.F.R. **§404.347** defines "living in the same household" as meaning that the claimant and the decedent customarily lived together as husband and wife in the same residence. However, the claimant may be considered to be living in the same household although one of the parties is temporarily absent from the residence. There are a few enumerated examples, none of which apply in this case. However, the regulation also states that other absences may be considered temporary if it is shown that the claimant and the decedent could have reasonably expected to live together in the near future.

The claimant argues that the SSA erred in determining that the claimant and the decedent were not living in the same household because the SSA applied a more restrictive interpretation of the regulations contrary to case law. The claimant acknowledges that she and the decedent were not living together for about the last two years of their

marriage until the decedent's death. However, the claimant argues that they never severed their marital relationship, and in fact, viewed the separation as only temporary until such time that the decedent's condition improved, i.e., his abusive behavior.

The claimant argues that case law has interpreted the "living in the same household" requirement liberally. The claimant cites *Boyd v. Folsom*, 149 F.Supp 925 (1957) as an example of the liberal construction of the requirement. In *Boyd*, the widow and the decedent set up two households, one for the children of the decedent from a previous marriage and the other for the widow and her children from a previous marriage. The court held that the SSA "failed to view the facts and the reasonable inferences to be drawn therefrom with the state of mind or intention of the parties to the marital relationship." (*Ibid.* at 927). The court further held:

"The involvements and complexities which underly [sic] the marriage relationship do not lend themselves to rigid and dogmatic interpretation. To limit the evaluation of whether the husband and wife were living together in one household to sole consideration of living under one roof is, in my judgment, unduly restricting and giving shallow effect to the meaning and significance of the sanctity of the marriage vows." (*Id.*).

Although the ALJ acknowledges that the *Boyd* court cited specific examples involving the consequences of children brought into the household born of previous marriages which give rise to human conflicts and personality clashes (nine children of one spouse and two of the other spouse in *Boyd*), the rationale used in that case can be applied to the present case. As the claimant mentions, the *Boyd* court did liberally construe the "living in the same household" requirement. Further, the *Boyd* court held that the state of mind or intention of the parties are relevant.

The claimant stated and testified that, although she and the decedent lived under separate roofs, they maintained a marital relationship. Two of the claimant's children, **Sandor** Bralich and Nikola Bird, signed written declarations attesting to that fact. (See exhibit 24). The claimant argues that the decedent continued to receive his bills and documents at the claimant's house. (See exhibit 26). The claimant and her two children stated that the decedent came over every day and that the claimant prepared his meals, did his laundry, and maintained a joint bank account. Additionally, the claimant and her two **children** stated that

the claimant frequently went to the decedent's apartment to clean it and to take care of the decedent. Further, the claimant and her two children stated that the decedent stayed at the claimant's house and watched television and ate, and often took a nap before going to his own apartment for the night. The claimant's son, **Sandor** Bralich, stated that the decedent often talked about moving back with the claimant. The claimant argues that the only reason the decedent moved out was because of an abusive behavior, which for precautionary reasons he felt would be in the best interest of the claimant. However, the claimant stated that she never intended to abandon the marital relationship.

The ALJ finds the claimant's statements and testimony credible. Further, the ALJ finds the claimant's children's statements to be credible. There is no evidence in the record which refutes the claimant's and children's statements. Applying the **Boyd** court's standards, the ALJ finds that the intentions of the claimant and decedent to be relevant. Although the decedent's intentions can only be inferred through hearsay, the claimant's intentions are relevant and undisputed. The **ALJ** notes that, although the decedent allegedly moved out because of abusive behavior, there is no evidence in the record which show that he was receiving any type of treatment for this behavior. As such, the contention that the decedent contemplated moving back with the claimant is tenuous. However, the record as a whole supports the finding that the claimant and the decedent continued a marital relationship despite living under separate roofs, and that the claimant reasonably expected to live with the decedent in the near future. Therefore, the **ALJ** finds that the claimant is eligible for benefits under section 216(h)(1)(B)(i) of the Act.

Section 216(h) (1) (B) (ii)

Section **216(h) (1) (B) (ii)** states that the provisions of clause (i) shall not apply if the Commissioner determines, on the basis of information brought to his attention, that the applicant entered into such purported marriage with the insured individual with knowledge that it would not be a valid marriage.

There is no evidence in the record which indicates that the claimant entered into her marriage with the knowledge that it would not be a valid marriage. Therefore, the **ALJ** finds that the claimant is eligible for benefits under section 216(h)(1)(B) (i) of the Act.

Conclusion

Based on the findings above, the ALJ concludes that the claimant is eligible for widow's benefits under section 216(h)(1)(A)(i) of the Act. Alternatively, based on the findings above, the ALJ concludes that the claimant is eligible for widow's benefits under section **216(h)(1)(A)(ii)** of the Act. Alternatively, based on the findings above, the **ALJ** concludes that the claimant is eligible for widow's benefits under section 216(h)(1)(B)(i).

FINDINGS

After careful consideration of the entire record, the Administration Law Judge makes the following findings:

1. The strong presumption of the validity of the claimant's marriage to the decedent has not been rebutted by the evidence in the record. Therefore, the claimant's marriage to the decedent is a legally valid marriage in the State of California. Since the claimant was validly married at the time of the decedent's death pursuant to California law, she is eligible for widow's benefits under section 216(h)(1)(A)(i) of the Act.
2. The claimant meets the definition of a putative spouse under California case law, and thus, is entitled to the same status of a legal spouse with respect to the taking of intestate property. As such, the claimant is eligible for benefits under section **216(h)(1)(A)(ii)** of the Act.
3. The record as a whole supports the finding that the claimant and the decedent continued a marital relationship despite living under separate roofs, and that the claimant reasonably expected to live with the decedent in the near future. Therefore, the claimant is eligible for benefits under section 216(h)(1)(B)(i) of the Act.
4. There is no evidence in the record which indicates that the claimant entered into her marriage with the knowledge that it would not be a valid marriage. Therefore, section 216(h)(1)(B)(ii) does not apply in this case.


DECISION

It is the decision of the Administrative Law Judge that, based on the claimant application for widow's insurance benefits filed on August 6, 1993, she is entitled to widow's insurance benefits pursuant to section 216(h)(1)(A)(i) of the Social Security Act. Alternatively, the claimant is entitled to widow's insurance benefits pursuant to section **216(h)(1)(A)(ii)** of the Social Security Act. Alternatively, the claimant is entitled to widow's

Haydee Bird
542-32-3195

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insurance benefits pursuant to section 216(h)(1)(B)(i) of the
Social Security Act.



Dean K. Franks
Administrative Law Judge

OCT 28 1996

Date

LIST OF EXHIBITS

HAYDEE BIRJ

(Claimant)

957-37-1734

(Social Security Number)

(Wage Earner) (Leave blank in Title XVI Cases or if name is same as above)

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>	<u>NO. OF PAGES</u>
18	Rent Agreement of Jack Bird, dated 12/13/88	2
19	1992 U.S. Individual Income Tax Return	1
20	Marriage Certificate translated into English from Ministerio De Hacienda y Comercio dated 9/3/73	10
21	Letter from Jack Bird dated 6/2/90	1
22	California Resident Income Tax return form 540A for the years 1983 through 1991	5
23	U. S. Individual Income Tax Return Form 1040 for the years 1976 through 1991	18
24	Declaration of Sandor A. Bralich dated 9/18/96	1
25	Brief or representative, Deanne Loonin dated 9/24/96	14

THE FOLLOWING EVIDENCE WAS PRESENTED ON THE DAY OF THE HEARING 10/1/96:

26	Evidence presented by the representative as a part of the brief, Motor Vehicle Registration Card, Allstate Insurance Company Coverage Declarations, California Driver License, City of Long Beach Ambulance Transport Notice, GTE Bill, Southern California Edison Bill, Bank Americard Payment Coupon, Social Security Benefit Statement, all showing residence of wage earner as 2090 Golden Avenue, Long Beach, California	9
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EXHIBIT LIST
DIWW-10

HAYDEE BIRD
Claimant

57-37-1218
SSN

JACK BIRD
Wage Earner

WAGE EARNER

<u>Exhibit Number</u>	<u>Description</u>	<u>No. of Pages</u>
1	Application for Widow's Insurance Benefits, filed 8/6/93	6
2	Request for Reconsideration, filed 2/15/94	2
3	Social Security Notice of Reconsideration, dated 5/5/94	4
4	Request for Hearing, filed 5/26/94	1
5	Earnings Record, dated 8/9/93	4
6	Divorce Certificate, dated 12/10/74	2
7	Statements by wage earner, dated 10/8/75	1
8	Statement by Claimant, not dated	2
9	Statement by Wage Earner, dated 4/5/79	2
10	Certificate of Marriage, issued 5/16/79	1
11	Last Will and Testament signed by Wage Earner, dated 9/19/75	2
12	Translation of Birth Certificate, dated 8/9/93	2
13	Translation of Marriage Certificate, dated 8/9/93	2
14	Certificate of Death of Wage Earner	1
15	Statement by Claimant regarding disposition of Wage Earner's remains, dated 7/21/93	1
16	Report of Contact, dated 8/6/93	1
17	Report of Contact, dated 8/13/93	1