

**Supreme Court of the State of New York**  
**Appellate Division: Second Judicial Department**

D25576  
C/prt

\_\_\_\_\_AD3d\_\_\_\_\_

Submitted - December 3, 2009

JOSEPH COVELLO, J.P.  
DANIEL D. ANGIOLILLO  
PLUMMER E. LOTT  
SHERI S. ROMAN, JJ.

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2008-08905

DECISION & ORDER

Rachel Geller, appellant, v  
Martin Geller, a/k/a David Blass  
respondent.

(Index No. 21632/06)

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Rachel Geller, Brooklyn, N.Y., appellant pro se.

In an action for a divorce and ancillary relief, the plaintiff appeals, as limited by her brief, from stated portions of a judgment of the Supreme Court, Kings County (Sunshine, J.), dated July 1, 2008, which, upon a decision after trial of the same court dated March 3, 2008, made after a nonjury trial, inter alia, awarded her maintenance for a period of only nine years and failed to direct the defendant to obtain and maintain a life insurance policy to secure his child support obligation.

ORDERED that the judgment is modified, on the law, on the facts, and in the exercise of discretion, (1) by deleting the provision thereof awarding the plaintiff maintenance for a period of 9 years and substituting therefor a provision awarding the plaintiff maintenance for a period of 12 years, and (2) by adding thereto a provision directing the defendant to maintain a life insurance policy in the fixed amount of \$200,000 with the subject child named as beneficiary until the child reaches the age of 21 and the plaintiff as trustee until the child reaches the age of 21; as so modified, the judgment is affirmed insofar as appealed from, with costs to the plaintiff.

Taking into account the plaintiff's age, the duration of the marriage, the plaintiff's limited education, the marital standard of living, and the plaintiff's health, an award of maintenance for a period of 12 years is appropriate (*see Wasserman v Wasserman*, 66 AD3d 880; *Brooks v Brooks*, 55 AD3d 520; *Borra v Borra*, 218 AD2d 780).

January 5, 2010

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The plaintiff correctly contends that the Supreme Court erred in failing to direct the defendant to obtain and maintain a life insurance policy to secure his child support obligation. A life insurance policy in the fixed amount of \$200,000 with the subject child as beneficiary and the plaintiff as trustee until the child reaches the age of 21 will be sufficient (*see Corless v Corless*, 18 AD3d 493).

The plaintiff's remaining contention is without merit.

COVELLO, J.P., ANGIOLILLO, LOTT and ROMAN, JJ., concur.

ENTER:

A handwritten signature in cursive script that reads "James Edward Pelzer".

James Edward Pelzer  
Clerk of the Court