

# EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>BANNER LIFE INSURANCE COMPANY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>CASE NO. 1:20-cv-6467</b>
v.	)	
	)	<b>Judge Charles P. Kocoras</b>
<b>PURAB KAUR, et. al,</b>	)	
	)	<b>Magistrate Judge Gabriel A. Fuentes</b>
<b>Defendants.</b>	)	
_____	)	

**DECLARATION OF RIDHI D. MADIA**

I, Ridhi D. Madia, declare as follows:

1. I am an attorney for Plaintiff Banner Life Insurance Company (“Banner”), and I am familiar with the file, records, and pleadings in this matter. I am employed by Chittenden, Murday & Novotny, LLC (the “firm”) that was hired by Banner to litigate this case.

2. Defendant Vamsi Venisetty (“Venisetty”) was served with a copy of the Complaint and Notice of Lawsuit and Request to Waive Service of a Summons via certified mail on November 4, 2020.

3. No Waiver was received from Defendant Venisetty. The Clerk issued a Summons for Venisetty at Plaintiff’s request on January 8, 2021.

4. Plaintiff engaged a process server to serve a copy of the Complaint and Summons on Defendant Venisetty personally.

5. Plaintiff obtained an affidavit of personal service for Defendant Venisetty dated January 12, 2021 averring that summons was personally served on Venisetty by a process server

on January 8, 2021. (ECF No. 21). Pursuant to Fed. R. Civ. P. 12(a)(1), Venisetty's responsive pleading was due no later than January 29, 2021 (21 days from the date of service).

6. The Clerk entered a default against Venisetty under Fed. R. Civ. P. 55(a) on February 16, 2021. (ECF No. 30).

7. To comply with the requirements of 50 U.S.C. § 3931(b)(1), this firm attempted to verify whether Venisetty is in military service, as defined by 50 U.S.C. § 3911(2).

8. The firm performed a search pursuant to the Servicemembers Civil Relief Act for Venisetty using the Social Security Number and date of birth provided on the Beneficiary Designation Form dated July 6, 2020 that Banner received, and determined that he is not on military service. *See* Banner Life's Motion, Ex. 3 thereto.

9. Upon information and belief, Venisetty is not an infant as his year of birth is 1969, not in the military, and not an incompetent person.

10. As of the date of this request, Venisetty has failed to answer or otherwise plead in response to Banner's Complaint.

11. Banner has incurred a total of \$7,179.00 in attorneys' fees and costs through February 28, 2021 in connection with this litigation. This is a reasonable amount of fees and costs for the work done. The fees for Banner to file this action and seek discharge from liability were primarily incurred by Ridhi Madia, an Associate at the law firm of Chittenden, Murday & Novotny LLC. Her hourly rate on this matter (\$200.00) is reasonable based on her one year of experience and the fact that it is comparable to the rates of others practicing in her geographic area of Chicago, Illinois. Fees were also incurred by David J. Novotny, a Member at the law firm of Chittenden, Murday & Novotny LLC. His hourly rate on this matter (\$330.00) is reasonable based on his 42 years of experience and the fact that it is comparable to the rates of others practicing in his

geographic area of Chicago, Illinois. The hours billed by Ms. Madia and Mr. Novotny are reasonable, as all the time was necessary to the filing of this action, to pursue Banner Life's discharge from liability, and to pursue an award of fees and costs. Additionally, the costs other than attorneys' fees were reasonable and necessarily incurred in the filing of this action, including filing fees and service fees.

**DECLARATION PURSUANT TO 28 U.S.C. § 1746**

I declare on behalf of Banner Life Insurance Company under penalty of perjury that the foregoing Declaration of Ridhi D. Madia is true and correct.

**Executed on:** April 1, 2021.

*/s/ Ridhi D. Madia*  
Ridhi D. Madia