

# EXHIBIT 4

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

**BANNER LIFE INSURANCE COMPANY,** )  
 )  
 ) **Plaintiff,** )

v. )

**PURAB KAUR, MAYHER MATHARU,** )  
**VAMSI VENISETTY, and DANIEL H.** )  
**LEAHY, HARJINDER SINGH, and** )  
**TRILOCHAN S. BHAMRAH,** )  
**SUCCESSOR CO-TRUSTEES OF THE** )  
**AMARPAL S. MATHARU TRUST DATED** )  
**JULY 9, 2020,** )  
 )  
 ) **Defendants.** )

**Case No. 1:20-cv-6467**

**Judge Charles P. Kocoras**

**Magistrate Judge Gabriel A. Fuentes**

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**DANIEL H. LEAHY, HARJINDER SINGH,** )  
**and TRILOCHAN S. BHAMRAH,** )  
**SUCCESSOR CO-TRUSTEES OF THE** )  
**AMARPAL S. MATHARU TRUST DATED** )  
**JULY 9, 2020,** )

**Counter-Plaintiff,** )

v. )

**PURAB KAUR, MAYHER MATHARU, and** )  
**VAMSI VENISETTY,** )

**Counter-Defendants.** )

**FINAL JUDGMENT ORDER IN INTERPLEADER AND ORDER OF DEFAULT  
JUDGMENT AGAINST DEFENDANT VAMSI VENISETTY**

This matter coming to be heard on Plaintiff Banner Life Insurance Company’s (“Banner Life”) Motion for Final Judgment in Interpleader and for Default Judgement Against Defendant Vamsi Venisetty due notice having been given and this Court being fully advised in the premises, this Court finds that:

1. Banner Life filed its Complaint in Interpleader on October 30, 2020, under 28 U.S.C. §§ 1335, 1397, 2361 and Rule 22 of Federal Rules of Civil Procedure, to resolve potential competing claims for payment of the death benefit under a life insurance policy, Policy No. 180364998 (the “Policy”), insuring the life of Amarpal Singh Matharu (the “Insured”). This Court has jurisdiction over the subject matter of this cause and personal jurisdiction over the parties. (Doc. #1).

2. Banner Life issued life insurance the Policy on the life of the Insured with a Policy Date of May 18, 2020 and a death benefit in the amount of \$750,000.00 (seven hundred and fifty thousand and 0/100 dollars). (Doc. #1, ¶ 10).

3. Defendant Purab Kaur was listed as the Policy’s primary beneficiary. The contingent beneficiaries are listed as “to be divided equally among all living children.” (Doc. #1, ¶ 13).

4. Defendants Purab Kaur, Mayher Matharu, and Vamsi Venisetty became the Policy’s primary beneficiaries on or around July 10, 2020 pursuant to a Beneficiary Change Form purporting to bear the Insured’s signature, dated July 6, 2020. Defendant Mayher Matharu was designated to receive a 50 percent share of the death benefit, Defendant Purab Kaur was designated to receive a 40 percent share of the death benefit, and Defendant Vamsi Venisetty was designated to receive a 10 percent share of the death benefit. (Doc. #1, ¶¶ 18, 19).

5. Defendants Purab Kaur, Vamsi Venisetty, and Successor Co-Trustees of the Amarpal S. Matharu Trust Dated 7/9/20 became the Policy’s primary beneficiaries on or around July 15, 2020 pursuant to a Beneficiary Change Form purporting to bear the Insured’s signature, also dated July 6, 2020. The “Amarpal Singh Matharu Trust Dated 7/9/20” was to receive a 50 percent share of the death benefit, Defendant Purab Kaur was to receive a 40 percent share of the

death benefit, and Defendant Vamsi Venisetty was to receive a 10 percent share of the death benefit. (Doc. #1, ¶¶ 20, 21).

6. On July 17, 2020, The Circuit Court of Cook County entered an order in *In Re: The Marriage of Purab Kaur v. Amarpal Singh Matharu*, case no. 15 D 8593, providing that Defendant Purab Kaur and Defendant Mayher Matharu would each be named a 50 percent beneficiary of the Amarpal Singh Matharu's life insurance policies, including his Policy with Banner Life. ("Order I.") This Order was entered without prejudice. This Order was not served on Banner Life and was not received by Banner Life until after the Insured's death. (Doc. #1, ¶ 22; Doc. #1, Ex. F).

7. On September 4, 2020, the Circuit Court of Cook County entered a second order in *In Re: The Marriage of Purab Kaur v. Amarpal Singh Matharu*. The Order states in Section 1A that Defendant Purab Kaur shall be designated as the 75 percent beneficiary of Banner Life's Policy. It also stated that Banner Life "shall implement this beneficiary designation upon receipt of a certified copy of this order." ("Order II"). (Doc. No 1, ¶ 23; Doc. #1, Ex. G).

8. The Insured died on September 9, 2020. (Doc. No 1, ¶ 24).

9. On September 10, 2020, Banner Life received a non-certified copy of Order II through Defendant Purab Kaur's counsel, Attorney McSurley, requesting that Banner Life comply with Order II. At that time, Banner Life had not been informed that the Insured had died, neither did the communication from Purab's attorney state that the Insured had died. (Doc. #1, ¶ 25).

10. On September 11, 2020, Banner Life sent a letter to the Insured, unaware that he had died, informing him of a beneficiary change on his Policy in response to the receipt of Order II. The letter confirmed that "Purab Kaur" had a 75 percent beneficiary allocation that was irrevocable until notified by a court order. The letter also confirmed the "Amarpal Singh Matharu

Trust” had a 15 percent beneficiary allocation, and “Vamsi Venisetty” had a 10 percent beneficiary allocation. (Doc. #1, ¶ 26).

11. On September 24, 2020, Banner Life sent a letter to the Insured advising that it had changed the Policy’s primary beneficiaries to “Purab Kaur,” “Amarpal S. Matharu Trust DTD 7/9/20” and “Vamsi Venisetty.” (Doc. #1, ¶ 28).

12. On September 25, 2020, Defendant Purab Kaur sent a letter to Banner Life via email, notifying Banner Life of the Insured’s death on September 9, 2020, attaching Order I and Order II, asking Banner Life to not pay of the Policy’s purported beneficiaries, and claiming a 100 percent beneficiary share under the Policy. (Doc. #1, ¶ 29).

13. After the Insured’s death, Banner Life received competing claims for the Policy’s proceeds from Defendants Purab Kaur, Mayer Matharu and Daniel H. Leahy, Harjinder Singh, and Trilochan S. Bhamrah, Successor Co-Trustees of the Amarpal S. Matharu.

14. Banner Life cannot determine factually or legally who is entitled to the Policy’s proceeds.

15. By reason of the actual or potential claims of the interpleading defendants, Banner Life is or may be exposed to multiple liabilities. The defendants, as potential beneficiaries of the Policy, may each have a claim to and interest in the Policy’s proceeds, and said claims are adverse to and conflict with each other. (Doc. #1, ¶ 34).

16. On November 13, 2020, the Court entered an order granting Banner Life’s Motion for Leave to Deposit Funds into the Registry of the Court. (Doc. #10). Banner Life deposited its admitted contractual liability in the amount of \$ 750,454.77 on December 7, 2020.

17. Banner Life filed its Complaint in Interpleader in good faith and has done all that is required by law to perfect its interpleader action.

18. Banner Life is entitled to be discharged from this litigation in accordance with the terms as provided in this order. 28 U.S.C. § 1335; FED. R. CIV. P. 22.

WHEREFORE, it is hereby ORDERED, ADJUDGED, and DECLARED that:

- A. Judgment is granted in favor of Banner Life Insurance Company on its Complaint for Interpleader and against Defendants Purab Kaur and Mayher Matharu, and Daniel H. Leahy, Harjinder Singh, and Trilochan S. Bhamrah, Successor Co-Trustees of the Amarpal S. Matharu Trust Dated July 9, 2020;
- B. Default Judgment is granted in favor of Banner Life Insurance Company on its Complaint for Interpleader and against Defendant Vamsi Venisetty;
- C. Banner Life Insurance Company has acted in good faith in interpleading the proceeds of Policy No. 180364998, and depositing its admitted liability with the Clerk of the Court;
- D. Banner Life Insurance Company, its successors, assigns, representatives, agents, attorneys, and all of its affiliated companies, including officers, directors, and employees, are hereby released and discharged from any and all liability under the life insurance policy, Policy No. 180364998, insuring the life of Amarpal Singh Matharu, or arising on account of the death of Amarpal Singh Matharu, or the claims of any or all Defendants, Purab Kaur, Mayher Matharu, Vamsi Venisetty, and Daniel H. Leahy, Harjinder Singh, and Trilochan S. Bhamrah, Successor Co-Trustees of the Amarpal S. Matharu Trust Dated July 9, 2020, and all Defendants shall litigate their claims to the admitted liability without involving Banner Life Insurance Company;

- E. All Defendants, or any person or entity claiming through them, are preliminary, permanently, and perpetually restrained and enjoined from filing or prosecuting any claim in any federal, state, or administrative court or other forum with respect to the proceeds of the life insurance policy, Policy No. 180364998, insuring the life of Amarpal Singh Matharu, or arising on account of the death of Amarpal Singh Matharu, or the claims of an or all Defendants, Purab Kaur, Mayher Matharu, Vamsi Venisetty, and Daniel H. Leahy, Harjinder Singh, and Trilochan S. Bhamrah, Successor Co-Trustees of the Amarpal S. Matharu Trust Dated July 9, 2020, except in the interpleader proceedings in the above-captioned matter, and this injunction is issued without bond or surety;
- F. Banner Life Insurance Company is awarded its reasonable attorneys' fees and costs in the amount of \$7,179.00, to be paid from the \$750,454.77 that Banner Life Insurance Company deposited with the Clerk of this Court, and in accordance with 28 U.S.C. § 2042, the Clerk of this Court is directed to issue a check to Banner Life Insurance Company in the amount of \$7,179.00, with a mailing address of "c/o Chittenden, Murday, & Novotny LLC, 303 West Madison Street, Suite 2400, Chicago, Illinois 60606;"
- G. Banner Life Insurance Company is dismissed and excused from further attendance in this cause with an express finding of finality under Rule 54(b) of the Federal Rules of Civil Procedure that there is no just cause for delaying either enforcement or appeal or both.

DATED: \_\_\_\_\_

\_\_\_\_\_  
U.S. District Court Judge