

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
(Newark Vicinage)**

**AMERICAN GENERAL LIFE
INSURANCE COMPANY,**

Plaintiff,

v.

LAURA AMMATURO,

DELIA AMMATURO, and

S.A., a Minor,

Defendants.

CIVIL ACTION No. 2:23-cv-01656

**COMPLAINT FOR
INTERPLEADER RELIEF**

Plaintiff American General Life Insurance Company, by its undersigned attorneys, hereby files its Complaint for Interpleader Relief pursuant to Fed. R. Civ. P. 22 against Defendants Laura Ammaturo, Delia Ammaturo, and S.A., a Minor, and states as follows:

Parties

1. Plaintiff American General Life Insurance Company (“American General”) is a Texas insurance company with its principal place of business in Houston, Texas.

2. Defendant Laura Ammaturo (“Laura”) is a citizen of the State of New Jersey, currently residing in Sussex County, New Jersey.

3. Defendant Delia Ammaturo (“Delia”) is a citizen of the State of New Jersey, currently residing in Tompkins County, New York.

4. Defendant S.A., a Minor is a citizen of the State of New Jersey, currently residing in Sussex County, New Jersey. American General will move to have a guardian ad litem appointed to represent the interests of S.A. in this proceeding.

Jurisdiction and Venue

5. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a)(1). Complete diversity of citizenship is present as Plaintiff is a citizen of the State of Texas and Defendants are all citizens of the State of New Jersey. Furthermore, as more fully set out below, the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because one of the Defendants resides in Sussex County, New Jersey, which is in the District of New Jersey pursuant to 28 U.S.C. § 110.

Factual Background

7. On or about February 28, 2005, Lawrence Ammaturo (the “Decedent”) applied for a \$1,000,000 life insurance policy from American General. *See* Application, attached hereto as **Exhibit 1**.

8. In the Application, the Decedent designated his then-spouse Laura as the 100% primary beneficiary, and designated his then-only child Delia as the 100% contingent beneficiary. *See id.*

9. On or about March 25, 2005, American General issued policy number YM00281335 with a face amount of \$1,000,000 (the “Policy”) to the Decedent. *See* Policy, attached hereto as **Exhibit 2**.

10. On or about August 30, 2005, S.A. was born.

11. On or about May 25, 2022, the Decedent and Laura entered into a Marital Settlement Agreement. *See* Marital Settlement Agreement, attached hereto as **Exhibit 3**.

12. The Marital Settlement Agreement states the two children born of the Decedent and Laura’s marriage are Delia and S.A. *See id.* at 2.

13. Under Article 5.3 **Life Insurance for Spouse**, the Marital Settlement Agreement states,

Neither party shall have an obligation to the other to maintain life insurance naming the other as beneficiary.

See id. at 9.

14. Under Article 5.4 **Life Insurance for Children**, the Marital Settlement Agreement states,

Both parties have AIG term life insurance, with Husband having \$1,000,000.00 and Wife having \$500,000.00 death benefit. The parties shall designate each other as beneficiary for the benefit of the children

until they are emancipated. The parties will provide each other proof of same annually and/or provide authorizations permitting them to verify the insurance coverage and beneficiary designation. In the event either party fails to provide the above required life insurance at the time of his/her death, their estates shall be liable for the obligation in the amounts stated herein. If the term policy(ies) expire prior to the children's emancipation which is possible, the parties shall discuss and agree upon additional life insurance as needed.

See id.

15. Under Article 4.6 **Emancipation**, the Marital Settlement Agreement states,

The parties' obligation to support the minor children of the marriage shall terminate when they are emancipated. Emancipation shall be defined as occurring at the happening of any one of the following events:

- (a) Reaching the age of eighteen (18) years or graduation from undergraduate college as defined above under the college expense provision herein, whichever last occurs; if the child remains at home while attending college, the child support shall remain unchanged. If the child does not reside at home and attend college, the child support shall be renegotiated;
- (b) Marriage of the child;
- (c) Permanent residence away from the residence of the Wife, except for college;
- (d) Death of the child;
- (e) Entry into the Armed Forces of the United States; and
- (f) A child attaining the age of twenty-three (23) years old unless extraordinary circumstances, such as illness have prevented completion of post-high school education.

See id. at 7-8.

16. On or about June 1, 2022, the Decedent and Laura were divorced by Judgment of Divorce entered in the Superior Court of New Jersey Chancery Division: Family Part for Sussex County. *See* Judgment of Divorce, attached hereto as **Exhibit 4**.

17. The Judgment of Divorce expressly incorporates the Marital Settlement Agreement. *See id.* at 2.

18. On or about December 17, 2022, the Decedent died.

19. As a result of the Decedent's death, the Policy's death benefit became due and payable to the beneficiary or beneficiaries.

20. American General did not receive any request to change the beneficiaries of the Policy prior to the Decedent's death.

21. On or about January 18, 2023, Laura submitted a claim to the Policy death benefit. *See* Claimant's Statement, attached hereto as **Exhibit 5**.

22. New Jersey's revocation on divorce statute, N.J. Stat. § 3B:3-14 states, in relevant part,

a. Except as provided by the express terms of a governing instrument, a court order, or a contract relating to the division of the marital estate made between the divorced individuals before or after the marriage, divorce or annulment, a divorce or annulment:

(1) revokes any revocable:

(a) dispositions or appointment of property made by a divorced individual to his former spouse in a governing instrument and any disposition or appointment created by

law or in a governing instrument to a relative of the divorced individual's former spouse; [...]

In the event of a divorce or annulment, provisions of a governing instrument are given effect as if the former spouse and relatives of the former spouse disclaimed all provisions revoked by this section[.]

23. American General is unable to determine whether the statute would operate to revoke Ammaturo as primary beneficiary of the Policy.

24. If Laura is revoked as primary beneficiary of the Policy, then under the terms of the Policy the death benefit would be payable to Delia as contingent beneficiary.

25. However, American General is also unable to determine what effect, if any, the Marital Settlement Agreement has on the beneficiaries of the Policy.

26. First, the language of Articles 5.3 and 5.4 appear to be in direct conflict regarding the beneficiaries of the Policy.

27. Second, Laura is designated as primary beneficiary of the Policy in her individual capacity rather than “for the benefit of the children.”

28. Third, American General is unable to determine whether the Marital Settlement Agreement is sufficient to create a protectable interest of S.A. in the Policy death benefit.

29. American General seeks interpleader relief in order to resolve this uncertainty and the potential competing claims of Laura, Delia, and S.A. to the Policy death benefit.

Count One

Interpleader Relief

30. American General incorporates Paragraphs 1-29 herein by reference.

31. As a result of the foregoing, there exists actual or potential rival, adverse, and conflicting claims to the death benefit described above, and American General is unable to discharge its admitted liability without exposure to multiple liability, multiple litigation, or both.

32. American General is an innocent stakeholder seeking to interplead funds into the Court's Registry to resolve conflicting claims and the potential for multiple litigation relating to the death benefit due and owing under the Policy.

33. American General neither has, nor claims, any interest in the death benefit due and owing under the Policy, and at all times has been willing to pay the death benefit to the person or persons entitled to it.

34. American General should not be compelled to become involved in the dispute or contentions of the competing claimants, and the competing claimants should be ordered to litigate amongst themselves without further involvement of American General.

35. American General has in no way colluded with any of the parties named herein concerning the matters of this case. American General has filed this Complaint of its own free will to avoid multiple liability, multiple litigation, or both.

36. American General will seek leave to deposit into the registry of the Court the benefits due and owing under the Policy, plus accrued interest, if any.

37. American General alleges that it is entitled to interpleader relief pursuant to Fed. R. Civ. P. 22, and further alleges that it is entitled to recover reasonable attorneys' fees and costs incurred as a result of these proceedings.

Relief Requested

WHEREFORE, Plaintiff American General Life Insurance Company requests the following relief:

- a. That Defendants be enjoined from instituting or prosecuting against American General any proceeding in any state or United States Court or administrative tribunal relating to the death benefit payable under Policy Number YM00281335 and on account of the death of Lawrence Ammaturo, and that said injunction issue without bond or surety;
- b. That Defendants be required to make full and complete Answer to this Complaint for Interpleader Relief, and to set forth to which of them the death benefit, or any part thereof, rightfully belongs, and how they make their claims thereto;
- c. That this Court determine and declare the rights of the Defendants to the death benefit due and owing under Policy Number YM00281335;
- d. That this Court discharge American General of and from any and all further liability under Policy Number YM00281335 and on account of the death of Lawrence Ammaturo;
- e. That this Court excuse American General from further attendance upon this cause and dismiss American General from this case, with prejudice;
- f. That this Court enter an order awarding American General its costs and attorneys' fees in connection with this action, to be deducted from the death benefit due and owing under Policy Number YM00281335; and

- g. That this Court grant American General such other and further relief as this Court deems just and equitable.

Dated: March 23, 2023

Respectfully submitted,

/s/ Edward A. Velky

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