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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

FILE NO.: 502012CP004391XXXXSB

_____/

OPPOSITION TO MOTION FOR APPOINTMENT OF ADMINISTRATOR AD LITEM AND RESPONSE TO AMENDED MOTION OF CURATOR FOR INSTURCTIONS FROM COURT

NOW COMES CERTAIN INTERESTED PARTIES, MOLLY SIMON, ALEXANDRA BERNSTEIN, ERIC BERNSTEIN, MICHAEL BERNSTEIN, (collectively referred to as the "FOUR GRANDCHILDREN"), by and through the undersigned counsel, and state as their opposition to William Stansbury's motion to appoint an administrator ad litem, and in response to the motion of the Curator for instructions from the court as follows:

INTERESTED PARTIES

Molly Simon, Alexandra Bernstein, Eric Bernstein, and Michael Bernstein are four out of ten grandchildren of Simon Bernstein (the "Four Grandchildren"). These Four Grandchildren are each adults over the age of 18 years of age. All ten grandchildren of Simon Bernstein are the legatees under the Will of Simon Bernstein, and as such all ten grandchildren are interested parties, though five are minors under the age of eighteen. The interested parties asserting their opposition to Stansbury's motion and response to the Curator's motions are the Four Grandchildren described above.

The Four Grandchildren oppose both Stansbury's and the Curator's motion to be

appointed or authorized to attempt to intervene in the Life Insurance Litigation. The Four Grandchildren do not want and do not need to be represented by Stansbury or the Curator as the Four Grandchildren have their own counsel and are competent adults. Further, in light of the procedural history below, the Four Grandchildren oppose these motions because such efforts to intervene are highly unlikely to be successful and will merely waste time and the assets of the Estate.

OPPOSITION TO STANSBURY'S MOTION

A. William Stansbury's motion to appoint an administrator ad litem should be dismissed by this Court, if for no other reason, than as a sanction for failing to inform the court of the true procedural history of Stansbury's previous failed attempt to intervene in the Life Insurance Litigation.

Stansbury's omissions about the procedural history of the Life Insurance Litigation and his prior failed attempt to intervene evidence a blatant attempt to mislead this court. On December 5, 2013, Stansbury filed a motion in the Northern District of Illinois to intervene in the Life Insurance Litigation. In his pleadings in support of his motion to intervene, Stansbury made identical arguments as he is presenting to this court in support of his motion to appoint himself as administrator ad litem.

Specifically, in his motion to intervene in the Life Insurance Litigation, he argued "none of the current parties, upon information and belief, will advocate that the life insurance proceeds at issue are and should be payable to the Estate and made available to pay creditors such as Stansbury." [1]

Here, in his motion to appoint an administrator ad litem Stansbury argues that an

[1] See, Stansbury Motion to Intervene, Life Insurance Litigation [Dkt. 56].

administrator ad litem is necessary to attempt to intervene in the Life Insurance Litigation because the "Estate of Simon Bernstein in not a party to the action, even though the Estate will be clearly effected by the outcome of the litigation." Stansbury continues arguing "the current parties to the Life Insurance Litigation will not adequately represent the interests of the Estate.....none of the current parties to the action in Illinois will advocate or are advocating that the life insurance proceeds are or should be payable to the Estate and made available to its devisees and creditors."[2]

Most glaringly, Stansbury's petition to appoint an administrator ad litem omits any reference to the District Court's Order denying his first motion to intervene. In the Order, the District Court ruled in part:

> "Even if Stansbury's claim shared common questions of fact or law, allowing Stansbury to intervene would not serve the interests of judicial economy and would unduly prejudice the present parties to this lawsuit (cite omitted). Not only does the Court lack jurisdiction to interfere with the probate court's administration of the Estate, but Stansbury's claims regarding a business venture that started sometime in 2003 would unduly delay the determination of the beneficiaries of the life insurance policy at issue in this lawsuit. In sum, the most efficient way to handle the case before the Court is to deny Stansbury's motion to interevene."[3]

Now, Stansbury is asking this court to be appointed administrator ad litem for the Estate and to spend Estate assets in furtherance of his own agenda. In proposing his self-appointment as administrator ad litem, surely Stansbury has a duty to be forthcoming about his prior history in the Life Insurance Litigation and the likelihood of success regarding his proposed actions. Without this history, this court and other interested parties cannot adequately weigh the cost and benefits of proceeding with a second, likely futile, attempt at intervention.

B. The Estate is not a party to the Life Insurance Litigation because no one,

[2] See, Stansbury Motion to Appoint Administrator Ad Litem, ¶11 and ¶12.
[3] See, Order of January 14, 2014, Life Insurance Litigation [Dkt. 74]. A copy of the Order is attached hereto as Exh. A.

including Stansbury, has presented a shred of evidence that the Estate was named a beneficiary of the Life Insurance Policy.

This court must also be made aware of the genesis of the Life Insurance Litigation. Currently, the Plaintiffs First Amended Complaint is pending with the Plaintiffs being The Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95, Ted Bernstein as Trustee, Ted Bernstein, Pamela Simon, Jill Iantoni and Lisa Friedstein. The original defendant was Heritage Union Life Insurance Company ("the Insurer"). So, the Plaintiffs are the Bernstein Trust and four out of five adult children (the "Consenting Children") of Simon Bernstein. The Insurer has been dismissed following the filing of its Interpleader Action and deposit of the Policy proceeds with the Registry of the Court of the Northern District of Illinois.

The only non-consenting child who has filed a separate and competing claim to the Policy proceeds is Eliot Bernstein. At this point, Eliot's claim is the only competing claim to the Policy proceeds and is the sole impediment to resolution of the Life Insurance Litigation.

Plaintiffs filed an action for breach of contract seeking payment of the Policy proceeds. This action was filed in the State court of Illinois, County of Cook. The Insurer removed the action to the Northern District of Illinois where it has been pending before the Honorable Amy J. St. Eve.

What is important to note, procedurally, is when the Insurer filed their interpleader action and removed the case to the Northern District they named certain banks and Eliot Bernstein as counterparties to the Interpleader Action. The banks have either disclaimed their interests in the Policy proceeds, or failed to appear at all. Tellingly, the Insurer never sought to name the Estate of Simon Bernstein as a potential claimant to the Policy proceeds even after Stansbury's attempt to intervene.

In late 2013, when the Bernstein Trust filed their opposition to Stansbury's motion to

intervene, it had not yet had an opportunity to obtain a sworn statement from a Rule 30(b)(6) representative of the Insurer. Even without that statement, the District Court denied Stansbury's motion to intervene. Now, the Bernstein Trust has obtained the sworn affidavit of Don Sanders. Mr. Sanders is an Asst. Vice President of Operations of the Insurer, and was produced by the Insurer in response to Plaintiff's Rule 30(b)(6) Subpoena for Deposition.

In his Affidavit, Don Sanders plainly explains the reason the Estate was not named a party to the Life Insurance Litigation, and that is because there are no records in the possession of the Insurer that purport to name the Estate as a beneficiary of the Policy.[4]

It is also important to note that Simon Bernstein's Will contains a provision expressly reaffirming his beneficiary designations.[5] This reaffirmation of beneficiaries pertains to non-probate assets where the beneficiary is determined by designation by the owner of the non-probate asset, which includes the Policy proceeds at issue in the Life Insurance Litigation. This provision in Simon Bernstein's own Will instructs the representatives of his Estate of his intent to have those non-probate assets pass to their named beneficiaries.

C. In the light of the District Court's Order denying Stansbury's prior motion to interevene five months ago, any effort by Stansbury or the Curator to intervene in the Life Insurance Litigation will most certainly fail.

The Order denying Stansbury's previous motion to intervene will bar his efforts to intervene as "administrator ad litem". As noted by the Illinois Supreme Court, "the doctrine of collateral estoppel when properly applied promotes fairness and judicial economy by preventing the relitigation of issues that have already been resolved in earlier actions…Collateral estoppel may be applied when the issue decided in the prior adjudication and the party against whom the

[4] See, Aff. of Don Sanders attached as Exh. B to the Curator's Amended Motion For Instructions.
[5] See, Will of Simon Bernstein at pg. 6.

estoppel is asserted was a party to, or in privity with a party to, the prior adjudication."[6]

In *DuPage Forklift,* the court reinstated the trial court's dismissal of two of Plaintiffs' claims pursuant to the doctrine of collateral estoppel. The trial court cited a prior Federal Court summary judgment order dismissing substantially identical claims between the same parties, or parties in privity therewith.

The District Court in the Life Insurance Litigation will most certainly apply the doctrine of collateral estoppel, and find that its own Order denying Stansbury's first motion to intervene will bar Stansbury's second attempt to intervene under the new moniker, administrator ad litem of the Estate.

D. In fact, under Illinois law and Florida law, this court should apply the doctrine of collateral estoppel to deny Stansbury's motion to appoint an administrator ad litem.

By his motion, Stansbury seeks this court's appointment of himself as administrator ad litem for the purpose of intervening in the Life Insurance Litigation. As set forth above, the issues raised and the party raising them are identical, or certainly in privity with one another, such that the District Court's determination that "the most efficient way to hand the case before the Court [the Life Insurance Litigation] is to deny Stansbury's motion to intervene."

Here, Stansbury asserts the identical arguments on the same issues he raised on his first motion to intervene. If this court grants Stansbury's motion and he files a second motion to intervene as "Administrator Ad Litem of the Estate" certainly the District Court will find that William Stansbury, individually, is in privity with William Stansbury as Administrator Ad Litem. Under both Illinois and Florida law, since the issues and parties are identical (or in privity), this Court should apply the doctrine of collateral estoppel to find that the District

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[6] See, *DuPage Forklift Services, Inc. v. Material Handling Services, Inc.,* 195 Ill.2d 71, 77 253 Ill.Dec. 112, 116, 744 N.E.2d 845, 849 (Il S.Ct., 2001).

Court's Order denying Stansbury's previous efforts to intervene in the Life Insurance Litigation bars the relief sought in Stansbury's motion to appoint an administrator ad litem.[7]

E. Neither Stansbury's first motion to intervene nor his current motion to be appointed administrator ad litem assert any actual claim upon the Policy proceeds. Instead, Stansbury's attempts to intervene are based solely on his efforts to negate the claims of the true beneficiary of the Policy proceeds.

As stated above, Stansbury's repeated efforts to intervene are not based on any allegation of either his own claim or the Estate's claim to the stake at issue in the Life Insurance Litigation which are the Policy proceeds. Instead, Stansbury merely attempts to negate the claim of the Bernstein Trust by baldly asserting that the trust does not exist because a trust agreement cannot be located.

In an interpleader action each claimant has the burden of establishing its entitlement to the Stake, and it is insufficient to negate or rely on the weakness of the claims of others. *Eskridge v. Farmers New World Life Ins. Co.,* 250 Ill.App.3d 603 at 608-609, 190 Ill.Dec. 295, 621 N.E.2d 164 (1st Dist., 1983). Here, Stansbury argues that no one is representing the claims of the Estate. But, Stansbury fails to articulate what facts support a claim by the Estate to the Stake.

It appears Stansbury is arguing if all other claims are negated and thus fail then the Estate would have a claim by default. If that is Stansbury's position, then the Estate needs no representation because under Stansbury's theory the Estate would simply be the beneficiary of last resort.

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[7] See, *DuPage Forklift,* supra, and *Zeidwig v. Ward,* 548 So.2d 209, 58 USLW 2161, 14 Fl. L. Weekly 392 (Fl. S.Ct, 1989).

But, the Bernstein Trust will within the next 45 days file a motion for summary judgment in the Life Insurance Litigation and will provide documentation and sworn witness testimony which will evidence both the existence of the Bernstein Trust and the fact that it was named beneficiary of the Life Insurance Policy. Much, but certainly not all, of that evidence is summarized in the Affidavit of Don Sanders.

On the other hand, Stansbury's motion to appoint an administrator contains no documents, affidavits or other evidence which would support his contention that the Estate possesses any claim to the Policy proceeds, or that he can successfully intervene in the Life Insurance Litigation.

RESPONSE TO CURATOR'S MOTION

In response to the Curator's motion for instructions, this court should instruct the Curator to refrain from permitting the waste of Estate assets, and to oppose any efforts by William Stansbury to intervene either on his own behalf, or as administrator ad litem with the Life Insurance Litigation.

The Curator also has put forth no evidence to suggest the Estate can in fact establish any affirmative claim to the Policy proceeds in the Life Insurance Litigation. Neither Stansbury nor the Curator has provided this court with any compelling evidence suggesting the Estate has a right to intervene. Neither the Curator nor Stansbury adequately disclosed the true procedural history of the Life Insurance Litigation and Stansbury's previous efforts to intervene. Both the Curator and Stansbury have also failed to address the significant costs which will be incurred by the Estate in making what is almost certainly a futile second attempt to intervene.

CONCLUSION

For all the foregoing reasons, the court should (i) deny Stansbury's Motion to Appoint an Administrator Ad Litem in its entirety; (ii) instruct the Curator to oppose Stansbury's efforts to intervene on behalf of the Estate; and (iii) instruct the Curator to make no further attempt to intervene in the Life Insurance Litigation so as to preserve Estate assets.

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By: _____

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via e-mail to: ALAN ROSE, Esquire, 505 South Flagler Drive, Suite 600, West Palm Beach, Florida 33401 (arose@pm-law.com); JOHN PANKAUSKI, Esquire, 120 South Olive Avenue, Suite 701, West Palm Beach, Florida 33401 (courtfilings@pankauskilawfirm.com); PETER M. FEAMAN, Esquire, 3615 West Boynton Beach Boulevard, Boynton Beach, Florida 33436 (service@feamanlaw.com); WILLIAM H. GLASKO, Esquire, 17345 South Dixie Highway, Palmetto Bay, Florida 33157 (eservice@palmettobaylaw.com); BENJAMIN P. BROWN, Esquire, 625 North Flagler Drive, Suite 401, West Palm Beach, Florida 33401 (bbrown@matbrolaw.com); and ELIOT BERNSTEIN, 2753 NW 34th Street, Boca Raton, Florida 33436 (iviewit@iviewit.tv), this 20TH day of May, 2014.

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

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,	)	
Plaintiff,	)	Case No. 13 C 3643
v.	)	Judge Amy St. Eve
HERITAGE UNION LIFE INSURANCE COMPANY,	)	
Defendant.	)	

ORDER

The Court denies non-party William E. Stansbury's motion to intervene [56].

STATEMENT

On May 20, 2013, Defendant Jackson National Life Insurance Company ("Defendant" or "Jackson"), as successor in interest to Heritage Union Life Insurance Company ("Heritage"), filed an amended notice of removal pursuant to 28 U.S.C. § 1441 removing the present lawsuit from the Circuit Court of Cook County based on the Court's diversity jurisdiction. *See* 28 U.S.C. § 1332(a). In the Complaint filed on April 5, 2013, Plaintiff Simon Bernstein Irrevocable Insurance Trust ("Bernstein Trust") alleged a breach of contract claim against Heritage based on Heritage's failure to pay Plaintiff proceeds from the life insurance policy of decedent Simon Bernstein.[1] On June 26, 2013, Defendant filed a Third-Party Complaint and Counter-Claim for Interpleader pursuant to 28 U.S.C. § 1335(a) and Federal Rule of Civil Procedure 14 seeking a declaration of rights under the life insurance policy for which it is responsible to administer. Before the Court is non-party William E. Stansbury's motion to intervene both as of right and permissibly under Federal Rule of Civil Procedure 24(a)(2) and Rule 24(b)(1)(B). For the following reasons, the Court denies Stansbury's motion brought pursuant to Rule 24(a)(2) and denies, in its discretion, Stansbury's motion brought under Rule 24(b)(1)(B).

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[1] On January 13, 2014, Plaintiffs — who now include not only the Bernstein Trust, but four of the five adult children of decedent Simon Bernstein — filed a First Amended Complaint. (R. 73.)

A

BACKGROUND

Plaintiffs allege that at all times relevant to this lawsuit the Bernstein Trust was a common law trust established in Chicago, Illinois by Simon Bernstein. (R. 73, Am. Compl. ¶ 1.) Further, Plaintiffs assert that Ted Bernstein is the trustee of the Bernstein Trust and that the Bernstein Trust was a beneficiary of Simon Bernstein's life insurance policy. (*Id.* ¶¶ 2, 4.) According to Plaintiffs, at the time of his death, Simon Bernstein was the owner of the life insurance policy and the Bernstein Trust was the sole surviving beneficiary under the policy. (*Id.* ¶ 20.)

In its Counter-Claim and Third-Party Complaint for Interpleader, Jackson alleges that it did not originate or administer the life insurance policy at issue, but inherited the policy from its predecessors. (R. 17, Counter ¶ 2.) Jackson further alleges that on December 27, 1982, Capitol Bankers Life Insurance Company issued the policy to Simon Bernstein and that over the years, the owners, beneficiaries, contingent beneficiaries, and issuers of the policy have changed. (*Id.* ¶¶ 15, 16.) At the time of the insured's death, the policy's death benefits were $1,689,070.00. (*Id.* ¶ 17.) It is undisputed that no one has been able to locate an executed copy of the Bernstein Trust. (*Id.* ¶ 19.) Jackson further alleges that Eliot Bernstein has also claimed that he and/or his children are potential beneficiaries under the policy. (*Id.* ¶ 22.) Indeed, Eliot Bernstein has filed a pro se Cross-Claim and Counter-Claim against Ted Bernstein and the Bernstein Trust. (R. 35, Cross-Claim, Counter.)

In the present motion to intervene, Stansbury maintains that he filed a lawsuit in the Circuit Court of Palm Beach County, Florida against Simon Bernstein, Ted Bernstein, and several Florida corporate defendants in August 2012 to collect compensation and corporate distributions arising from a Florida business venture. (R. 56, Mot. Intervene ¶ 1.) Also, Stansbury substituted the Estate of Simon Bernstein ("Estate") as a Defendant in the Florida lawsuit and asserted claims against the Estate in the Probate Court of Palm Beach, County, Florida based on this business venture. (*Id.* ¶¶ 2, 3.) Stansbury contends that because no one can locate an executed copy of the Bernstein Trust, the Bernstein Trust does not exist. (*Id.* ¶ 5.) As such, Stansbury argues that the proceeds of the life insurance policy are an asset of the Estate and should be distributed to creditors, such as himself. (*Id.* ¶ 7.)

LEGAL STANDARD

"Rule 24 provides two avenues for intervention, either of which must be pursued by a timely motion." *Grochocinski v. Mayer Brown Rowe & Maw, LLP*, 719 F.3d 785, 797 (7th Cir. 2013). Intervention as of right under "Rule 24(a)(2) requires that the applicant claim 'an interest relating to the property or transaction that is the subject of the action.'" *Flying J, Inc. v. Van Hollen,* 578 F.3d 569, 571 (7th Cir. 2009) (citation omitted); *see also Wisconsin Educ. Ass'n Council v. Walker,* 705 F.3d 640, 658 (7th Cir. 2013) ("Intervention as of right requires a 'direct, significant[,] and legally protectable' interest in the question at issue in the lawsuit.") (citation omitted). Rule 24(a)(2) does not define "interest," but case law makes it clear that "a mere economic interest" is not enough. *See Flying J, Inc.,* 578 F.3d at 571. As the Seventh Circuit

explains, "the fact that you might anticipate a benefit from a judgment in favor of one of the parties to a lawsuit — maybe you're a creditor of one of them — does not entitle you to intervene in their suit." *Id.* "Whether an applicant has an interest sufficient to warrant intervention as a matter of right is a highly fact-specific determination, making comparison to other cases of limited value." *Security Ins. Co. of Hartford v. Schipporeit, Inc.*, 69 F.3d 1377, 1381 (7th Cir. 1995).

Permissive intervention under Rule 24(b), permits "anyone to intervene who ... has a claim or defense that shares with the main action a common question of law or fact," unless intervention would ""unduly delay or prejudice the adjudication of the original parties' rights." Fed. R.Civ.P. 24(b)(1)(B), (b)(3); *see also City of Chicago v. FEMA,* 660 F.3d 980, 987 (7th Cir. 2011) ("Rule 24(b) is ... about economy in litigation."). In addition, Rule 24(b) "plainly dispenses with any requirement that the intervenor shall have a direct personal or pecuniary interest in the subject of the litigation." *Bond v. Utreras,* 585 F.3d 1061, 1069 (7th Cir. 2009) (citation omitted). Permissive intervention under Rule 24(b) is within the district court's discretion. *See Foster v. Maram,* 478 F.3d 771, 775 (7th Cir. 2007).

ANALYSIS

First, Stansbury argues that he is entitled to intervention as of right under Rule 24(a)(2) because he is a creditor of the Estate, albeit an unsecured creditor. (R. 56-3, Probate Stmt. of Claim ¶¶ 1-5.) Assuming Stansbury is a creditor of the Estate based on his Florida lawsuit against certain Florida corporate entities and Ted and Simon Bernstein, being a creditor does not establish the requisite "interest" under Rule 24(a)(2), especially if the purported injury is remote. *See Flying J, Inc.,* 578 F.3d at 571; *see also City of Chicago,* 660 F.3d at 985. Here, Stansbury's claimed interest is merely an economic interest that is too remote for purposes of Rule 24(a)(2) because the Estate is not a party to this lawsuit, and Stansbury does not assert that he or the Estate are beneficiaries to the life insurance proceeds nor the Bernstein Trust. *See Flying J, Inc.,* 578 F.3d at 571. In other words, the property or transaction at stake in this lawsuit involves Simon Bernstein's life insurance policy, the beneficiaries of the policy, and the policy's proceeds — not Stansbury's compensation for a Florida business venture.

Stansbury's alleged "interest" is not only remote, but it is speculative. *Solid Waste Agency of No. Cook County v. U.S. Army Corps of Eng'rs,* 101 F.3d 503, 507 (7th Cir. 1996) ("It is not enough to show a purely theoretical possibility that the suit might impair an interest."). In fact, in the Seventh Circuit, the interest requirement under Rule 24(a)(2) incorporates Article III standing requirements. *See City of Chicago,* 660 F.3d at 984-85; *Aurora Loan Servs., Inc. v. Craddieth,* 442 F.3d 1018, 1022 (7th Cir. 2006). It is well-established that Article III standing requires a causal connection between the alleged injury and one of the party's conduct. *See Scherr v. Marriott Int'l, Inc.,* 703 F.3d 1069, 1074 (7th Cir. 2013) (citing *Lujan v. Defenders of Wildlife,* 504 U.S. 555, 560, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992)). Here, Stansbury's injury, namely, his unpaid compensation and corporate distributions, is not fairly traceable to any of the alleged conduct pertaining to the life insurance policy proceeds.

In addition, Stansbury does not have a redressable claim as required for Article III standing because he is asking the Court to interfere with the probate proceedings by determining that the life insurance proceeds are part of the Estate's assets and that these assets must be distributed to pay creditors of the Estate, such as himself. *See Swanson v. City of Cheteck,* 719 F.3d 780, 783 (7th Cir. 2013) (to have standing "it must be likely that the injury will be redressed by a favorable decision"). In short, because the remedy Stansbury seeks interferes with the probate court's control and administration of the Estate, the probate exception to federal jurisdiction applies. *See Marshall v. Marshall,* 547 U.S. 293, 311-12, 126 S.Ct. 1735, 164 L.Ed.2d 480 (2006). Thus, Stansbury does not have standing to insert his claim into this lawsuit nor does he have the appropriate "interest" under Rule 24(a)(2).

Next, Stansbury argues that he is entitled to permissive intervention under Rule 24(b)(1)(B) because his claim shares common questions of fact or law with the underlying action involving insurance proceeds. Even if Stansbury's claim shared common questions of fact or law, allowing Stansbury to intervene would not serve the interests of judicial economy and would unduly prejudice the present parties to this lawsuit. *See City of Chicago,* 660 F.3d at 987. Not only does the Court lack jurisdiction to interfere with the probate court's administration of the Estate, but Stansbury's claims regarding a business venture that started sometime in 2003 would unduly delay the determination of the beneficiaries of the life insurance policy at issue in this lawsuit. In sum, the most efficient way to handle the case before the Court is to deny Stansbury's motion to intervene. *See SEC v. Homa*, 7 Fed.Appx. 441, 447 (7th Cir. 2001) (unpublished). Therefore, the Court, in its discretion, denies Stansbury's Rule 24(b)(1)(B) motion to intervene.

Dated: January 14, 2014

AMY J. ST. EVE
United States District Court Judge