Motions

1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company

CASREF,ROWLAND

United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

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Docket Text:

MOTION by Third Party Defendants Eliot Ivan Bernstein, Eliot Bernstein, ThirdParty Plaintiff Eliot Bernstein, Counter Claimant Eliot Bernstein, Cross Claimant Eliot Bernstein, Plaintiffs Eliot Bernstein, Eliot Ivan Bernstein to disqualify counsel *A. SIMON* (Bernstein, Eliot)

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1:13-cv-03643 Notice has been delivered by other means to:

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The following document(s) are associated with this transaction:

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

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,	
Plaintiff,	
v.	**Case No. 13-cv-03643**
HERITAGE UNION LIFE INSURANCE COMPANY,	**Honorable Amy J. St. Eve** **Magistrate Mary M. Rowland**
Defendant.	
HERITAGE UNION LIFE INSURANCE COMPANY,	
Counter-Plaintiff,	
v.	
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,	
Counter-Defendant,	
and,	
FIRST ARLINGTON NATIONAL BANK, as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, UNITED BANK OF ILLINOI S, BANK OF AMERICA, successor in interest to LaSalle National Trust, N.A., SIMON BERNSTEIN TRUST, N. A., TED BERNSTEIN, individually and as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95, and ELIOT BERNSTEIN,	
Third-Party Defendants.	

ELIOT IVAN BERNSTEIN,	)
	)
Cross-Plaintiff,	)
	)
v.	)
	)
TED BERNSTEIN individually and as alleged Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95	)
	)
Cross-Defendant	)
	)
and	)
	)
PAMELA B. SIMON, DAVID B. SIMON both Professionally and Personally, ADAM SIMON both Professionally and Personally, THE SIMON LAW FIRM, TESCHER & SPALLINA, P.A., DONALD TESCHER both Professionally and Personally, ROBERT SPALLINA both Professionally and Personally, LISA FRIEDSTEIN, JILL IANTONI, S.B. LEXINGTON, INC. EMPLOYEE DEATH BENEFIT TRUST, S.T.P. ENTERPRISES, INC., S.B. LEXINGTON, INC., NATIONAL SERVICE ASSOCIATION, INC. (OF FLORIDA) NATIONAL SERVICE ASSOCIATION, INC. (OF ILLINOIS) AND JOHN AND JANE DOE'S	)
	)
Third Party Defendants.	)

POTENTIAL BENEFICIARIES[1]:

[1] Parents act as beneficiary Trustees in the estate of Simon L. Bernstein to their children, where Simon's estate may be the ultimate beneficiary of the policy and their children named below would be the ultimate beneficiaries of the policy proceeds. The failure of the grandchildren to be represented in these matters and listed as potential beneficiaries is due to an absolute conflict with their parents who are trying to get the benefits paid to them directly. This is gross violations of fiduciary duties and may be viewed as criminal in certain aspects as the lawsuit attempts to convert the benefits from the grandchildren to 4/5 of the children of SIMON by failing to inform their children (some minors) or have them represented in these matters. The Court should take Judicial Notice of this,

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD);
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD);
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD);
ALEXANDRA BERNSTEIN (TED ADULT CHILD);
ERIC BERNSTEIN (TED ADULT CHILD);
MICHAEL BERNSTEIN (TED ADULT CHILD);
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD);
MOLLY NORAH SIMON (PAMELA ADULT CHILD);
JULIA IANTONI – JILL MINOR CHILD;
MAX FRIEDSTEIN – LISA MINOR CHILD;
CARLY FRIEDSTEIN – LISA MINOR CHILD;

INTERESTED PARTIES:

DETECTIVE RYAN W. MILLER – PALM BEACH COUNTY SHERIFF OFFICE;
ERIN TUPPER - FLORIDA GOVERNOR OFFICE NOTARY EDUCATION - THE OFFICE OF THE GOVERNOR OF FLORIDA RICK SCOTT

(1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL

especially in the interests of the minor grandchildren who may lose their benefits if the proceeds of the insurance policy are converted to the knowingly wrong parties.

Eliot Ivan Bernstein ("ELIOT") a third party defendant and his three minor children, Joshua, Jacob and Daniel Bernstein, are alleged beneficiaries of a life insurance policy Number 1009208 on the life of Simon L. Bernstein ("Policy(ies)"), a "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" and a "Simon Bernstein Trust, N.A." that are at dispute in the Lawsuit, makes the following (1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL.

I, Eliot Ivan Bernstein, make the following statements and allegations to the best of my knowledge and on information and belief as a Pro Se Litigant[2]:

BACKGROUND

1. That after reviewing discovery documents tendered by JACKSON in this Lawsuit, it was discovered that a **fraudulent insurance claim** to the Policy(ies) benefits was made by defendant, Attorney at Law, SPALLINA, with the life insurance carrier HERITAGE,

[2] Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."
In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

whereby SPALLINA acted under a false fiduciary capacity on behalf of an alleged missing and lost trust, the "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" that SPALLINA claimed fraudulently to be the "Trustee" for when filing the fraudulent insurance claim form.

2. That ELIOT'S position, as a non-lawyer, is that in the event of a lost beneficiary or trust for an insurance policy, the benefits are to be paid to the estate of the decedent. Under Florida law, if the beneficiary of a life insurance policy is not in existence at the time of the insured's death, the policy is payable to the insured, and thus, in this case, the insured's Estate. Harris v. Byard, 501 So.2d 730, 12 Fla. L. Weekly 429.
3. That defendant A. SIMON knowing this law as an Attorney at Law should never have filed this frivolous, vexatious and abusive Lawsuit, as defined further herein.
4. The SPALLINA'S fraudulent insurance claim acting as Trustee of the lost trust was DENIED by HERITAGE and a request for a Court Order was issued by the carrier to SPALLINA to approve of the trust and beneficiary scheme purported by SPALLINA. EXHIBIT 1 – SPALLINA FRAUDULENT CLAIM FORM AND CARRIER REQUEST.
5. That EXHIBIT 1 shows that on November 01, 2012, SPALLINA tendered a letter written by Kimberly Moran ("MORAN") with a Claimant Statement to HERITAGE that on page 5 of the form SPALLINA fraudulently signed as the "Trustee" of the LOST "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" that he knew he was not a "Trustee" of, as evidenced herein.
6. That the cover letter prepared by MORAN for SPALLINA claims that "We are unable to locate a copy of the original insurance policy" and then in a December 06, 2012 letter included in EXHIBIT 1, SPALLINA further states, "We are unable to locate the Simon

Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for."

7. That this Court shonld note that defendants' TSPA, SPALLINA and TESCHER'S notary public, MORAN, while working for the law firm TSPA as a legal assistant/notary public, did admit to authorities that she had FORGED and FRAUDULENTLY altered six documents to fraudulently close the estate of SHIRLEY and then attempts were made to change her beneficiaries POST MORTEM using other alleged fraudulent documents currently under investigation. EXHIBIT 2 – MORAN SUSPENSION and EXHIBIT 3 – PALM BEACH COUNTY SHERIFF ARREST REPORT.
8. That due to a lost policy and lost trust, the insurance carrier denied SPALLINA'S claim that he was the "Trustee" of the lost trust and demanded valid legal documentation of such claim or a probate court order to approve of the beneficiary scheme he was proposing in his alleged capacity as "Trustee" of a lost trust.
9. That defendant SPALLINA knew he was not the "Trustee" of the lost trust, as he has claimed repeatedly that he has NEVER ever seen a copy of the lost trust and everything therefore was a "best guess" as evidenced in Exhibit 1 herein, claiming "Your father was the owner of the policy and we will need to prepare releases given the fact that we do not have the trust instrument and are making an educated guess that the beneficiaries are the five of you as a result of your mother predeceasing Si. Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument. A call regarding this is not necessary. We have things under control and will get the claim processed expeditiously after we receive the form." If the beneficiaries of the lost trust are at best a "best guess," so would who the trustees would be. This is Prima Facie evidence of INSURANCE FRAUD and as

such the claim was denied when none of the claim form information requested by the carrier was provided to prove the trusteeship or beneficial interests and thus there was no way for Heritage to legally pay the benefits to the true and proper beneficiaries, so new schemes were hatched by SPALLINA, TED, P. SIMON, A. SIMON and others to try to abscond with the insurance benefits outside of the estate of Simon, including this instant baseless and vexatious Breach of Contract Lawsuit.

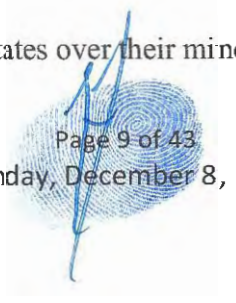
10. That when his claim failed, SPALLINA then prepared a Settlement Agreement and Mutual Release ("SAMR") scheme, evidenced in Exhibit 5, for the children of SIMON to sign in efforts to have the benefits paid to a newly created POST MORTEM trust, with new beneficiaries made on a "best guess" formed on beliefs that defendants SPALLINA, TED and P. SIMON claimed where known from their long ago memories of who they thought were the trustees and beneficiaries of the missing and lost trust and Policy(ies).
11. That SPALLINA was going to take that SAMR trust scheme to the Probate Court in Palm Beach County for approval by the Probate court judge and then was going to tender the SAMR, once it was signed by ALL the beneficiaries, to the carrier.
12. That when the SAMR was presented to ELIOT and his children's counsel TRIPP SCOTT, there were multiple problems found with the legality of the document, including but not limited to the fact that in a lost beneficiary situation the proceeds should be paid to the estate and this scheme to end around that law, then put ELIOT and his children in a conflict over who would receive the benefits, the estate beneficiaries or others.
13. That ELIOT notified SPALLINA and all of SIMON'S children of the problems with the SAMR and the need according to Tripp Scott for each child of SIMON'S to get counsel for their children as possible beneficiaries, separate than any counsel they might get for

themselves as potential beneficiaries, as it appeared that the beneficiaries could either be the children of Simon, if this SAMR scheme held up or if it failed the grandchildren who are alleged to be beneficiaries of the estate of SIMON. The children of SIMON in the SAMR were going to act simultaneously as direct beneficiaries of the insurance proceeds to themselves and waive their children's rights to the benefits acting as trustees for their children under the estate.

14. That due to problems caused in part by the estate planners TESCHER and SPALLINA, including but not limited to in this insurance scheme, missing insurance policies and missing trusts and where it is alleged that this lost trust is instead suppressed by TSPA, TESCHER and SPALLINA intentionally, creates now disputes and conflicts between SIMON'S children and their children for the insurance benefits. By the estate planners failing to secure the necessary documents for the insurance proceeds and protecting the beneficiaries, as was their duty in preparing alleged 2012 estate planning documents, massive liabilities have now been caused. Due to the conflicts of interest caused, ELIOT was advised by counsel to then have his children represented by separate counsel and ELIOT was then left representing his interests without counsel in the insurance matters.
15. That the estate Personal Representatives (TESCHER and SPALLINA) of SIMON'S estate have refused to pay for counsel for the parties despite the need arising due to the estate planners TSPA, TESCHER and SPALLINA'S Willful, Wanton, Reckless, and Grossly Negligent acts in violation of Law in preparing the estate plan for SIMON and neglecting to protect the beneficiaries of the Policy(ies) and trusts.
16. That SPALLINA claimed in letters that he was aware of whom the beneficiaries were intended by SIMON to be but then failed to get copies or any documentation regarding these

claims. Even failing to include these alleged wishes of SIMON in his ALLEGED Will and Amended Trust, done supposedly only weeks before SIMON died when he was physically and emotionally under great duress. That these documents have also been submitted to civil and criminal authorities for further investigation as MORAN and SPALLINA are again involved in improper documentation with estate documents.

17. That this Court should note that NOBODY is representing the estate of SIMON or the alleged beneficiaries of SIMON'S estate in this matter and where SPALLINA and TESCHER are the alleged Personal Representatives of SIMON'S estate and thus indispensable parties in this lawsuit, perhaps in violation of Rule 19 of Federal Procedures, where they must be joined. Despite being aware that the beneficiaries of the estate may be harmed and despite being sued by ELIOT in these matters, TSPA, TESCHER and SPALLINA failed to enter into this Lawsuit on any parties' behalf, including themselves, only further complicating the problems they are already largely responsible for creating.
18. That the Personal Representatives of SIMON'S estate, TESCHER and SPALLINA are indispensable parties to this action and because under Florida law where a trust is the designated beneficiary of an insurance policy and the trust cannot be located or is lost and the proceeds are then payable to the estate through the Personal Representatives accordingly, appropriate and complete relief cannot be granted in this Lawsuit without the Personal Representatives as parties to this action, thus this aspect of the case regarding the proceeds of the policy must be dismissed without prejudice to ELIOT'S cross claims and damages and relief sought.
19. That TED, P. SIMON, D. SIMON, IANTONI and FRIEDSTEIN are acting as alleged trustees for their children in the estates over their minor and adult children's trusts and yet



failed to have their children included in this Lawsuit as well, knowing they are potential beneficiaries of the now lost or suppressed Policy(ies) if the proceeds were to flow to the estate, as they should. Where each child of SIMON'S now stands in direct conflict with SIMON'S grandchildren, their own children, for inheritance of the benefits and where none of the other children, other than ELIOT, has had their children represented in the insurance matters that have now metamorphosed into this baseless, vexatious and frivolous, Breach of Contract Lawsuit.

20. That ELIOT is unaware if his siblings children even know they are possible direct beneficiaries of the Policy(ies) and trusts, as evidence exists that efforts were made to keep these insurance matters from their children (and it is known that this Lawsuit was kept secret from ELIOT'S children counsel and ELIOT), in order to prevent lawsuits by their children in the future by intentionally not disclosing the conversion of the benefits to themselves to their children.

21. That legal advice to conceal the insurance scheme from their children was given to TED, P. SIMON, ELIOT, IANTONI and FRIEDSTEIN by SPALLINA who advised them to keep it a secret from their children in a meeting. Where in that meeting SPALLINA was acting adversely as Personal Representative to the estate beneficiaries, allegedly the grandchildren. SPALLINA, who claims the beneficiaries are the grandchildren, was working against their interests by making these claims to secret the information from them, in order to advantage his very close personal friend and business associate, TED, to the disadvantage of his own children. SPALLINA did not like that TED and P. SIMON were excluded from the estates entirely and even stated he was trying to get them paid, in opposite of the desires and wishes of SIMON and SHIRLEY. Other witnesses were present on the calls when SPALLINA

made these claims when proposing the SAMR scheme. EXHIBIT 4 - TRIPP SCOTT CONFLICT LETTER.

22. That knowing that the grandchildren were possible beneficiaries of the Policy(ies), A. SIMON and TED filed this Lawsuit and intentionally failed to notify and include possible beneficiaries of the Insurance Claim or this Breach of Contract Lawsuit. They also failed to include the Personal Representatives as indispensable parties with scienter.

23. That the actions alleged herein may also invoke the Probate Exception to Federal Jurisdiction in this matter and further evidences fraudulent intent in filing this Lawsuit by A. SIMON and TED who both knew the grandchildren of SIMON may be beneficiaries and filed this Lawsuit without their knowledge or consent and without forcing the estate representatives into the Lawsuit. Whereby the proceeds paid to this Court by the carrier should instantly be returned to the carrier and the matter turned over to the Florida Probate court to rule on this life insurance claim.

24. That the SAMR scheme attempted to convert the assets of the estates from the grandchildren to the children of SIMON without the grandchildren's knowledge and consent and where the parents were going to sign off rights on behalf of their children, acting as "Trustees" for them, in order to release the insurance proceeds to themselves. The breaches of fiduciary duties from this Willful, Wanton, Reckless, Grossly Negligent and alleged unlawful behavior of TED, P. SIMON, IANTONI and FRIEDSTEIN as trustees for their children as the estate beneficiaries constitutes alleged fraud, conversion of estate assets and more. SEE EXHIBIT 5 – ELIOT/TED/SPALLINA LETTERS REGARDING THE INSURANCE FRAUD SCHEMES.

25. That in a lost beneficiary situation the proceeds of the Policy(ies) appear to legally flow to the estate for distribution to the estate beneficiaries, where TED and P. SIMON would be wholly excluded from ANY of the insurance benefits, as both TED and P. SIMON were wholly disinherited from both of their parents estates and trusts and therefore have promulgated failed scheme after failed scheme to try and redirect the insurance benefits and other estate assets to themselves, aided and abetted by TED'S very close personal and business associates, TESCHER and SPALLINA.

26. The reason the beneficiaries of the estates are alleged to be beneficiaries at this time and are not known exactly, is due to revelations in the probate hearings before Judge Martin Colin in SHIRLEY'S estate of forgery, fraud, identity theft and more to close SIMON'S wife estate and attempt to change her beneficiaries POST MORTEM and also change SIMON'S beneficiaries post mortem. Due to an alleged fraudulent Will and Amended and Restated Trust in SIMON'S estate, which are both being challenged and investigated by state authorities currently, as they too are improperly notarized, witnessed and drafted by SPALLINA and TESCHER, it is unclear at this time whom the ultimate beneficiaries of the estates will be.

27. That it was learned in a September 13, 2013 hearing and an October 28, 2013 Evidentiary Hearing that SPALLINA and TESCHER used SIMON post mortem as if he were alive to file a series of documents to close SHIRLEY'S estate and pulled a fraud on the court, whereby Judge Colin stated he had enough evidence at that time that he should read SPALLINA, TESCHER and TED their Miranda Warnings when he discovered these crimes upon his court and the ultimate beneficiaries. The closed estate of SHIRLEY was then reopened and remains open today.

28. That MORAN has been arrested and admitted to filing forged and fraudulent documents in SHIRLEY'S estate on six different documents for six different people, including SIMON who was deceased at the time his name was forged and used in probate court filings. From her statement to Palm Beach County Sheriff officers, "Moran stated that at this time, **she took it upon herself to trace [aka FORGE] each signature of the six members of the Bernstein family** onto another copy of the original waiver document. She then notarized them and resubmitted them to the courts." This statement contradicts her prior statement to the Governor's Notary Public office where she claimed the documents were identical other than her notary stamp, thus the crime of perjury and/or false statements in official proceedings are now being pursued as well with authorities. This lie about the documents not being forged was also echoed by MORAN'S employer, SPALLINA in the September 13, 2013 hearing before Colin when SPALLINA knowingly lied to the judge and claimed the signatures were also not forged,

8 THE COURT: I mean everyone can see he [ELIOT]
9 signed these not notarized. When they were
10 sent back to be notarized, the notary notarized
11 them without him re-signing it, is that what
12 happened?
13 MR. SPALLINA: Yes, sir.
14 THE COURT: So whatever issues arose with
15 that, where are they today?
16 MR. SPALLINA: Today we have a signed
17 affidavit from each of the children other than
18 Mr. Bernstein that the original documents that
19 were filed with The Court were in fact their
20 original signatures which you have in the file
21 attached as Exhibit A was the original document
22 that was signed by them.
23 THE COURT: It was wrong for Moran to
24 notarize -- so whatever Moran did, the
25 documents that she notarized, everyone but

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1 Eliot's side of the case **have admitted that**
2 **those are still the original signatures of**
3 **either themselves or their father?**
4 MR. SPALLINA: **Yes, sir.**
5 THE COURT: I got it.

From MORAN'S statement to the Sheriff's office we see that MORAN did not send back the documents sent back to her by the probate court and merely rubber stamped a notary on it but in fact recreated each of the documents from scratch, then allegedly "traced" aka **forged** the signatures, including one for SIMON post mortem, then affixed her notary stamp and resubmitted them to the court. Where SPALLINA perjuriously told Judge Colin the opposite knowing of her statement to the Sheriff already but knowing the truth in court would invalidate the documents wholly and FORGERY was a far more serious crime with far more serious ramifications according to Judge Colin.

17 THE COURT: Mr. Bernstein, I want you to
18 understand something. Let's say you prove what
19 seems perhaps to be easy, that Moran notarized
20 your signature, your father's signature, other
21 people's signatures after you signed it, and
22 you signed it without the notary there and they
23 signed it afterwards. That may be a wrongdoing
24 on her part as far as her notary republic
25 ability, but the question is, unless someone
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1 claims and proves forgery, okay, forgery,
2 proves forgery, the document will purport to be
3 the document of the person who signs it

29. Further, from Judge Colin's order dated November 14, 2013, "1. The Estate shall remain open pending the filing of a Petition for Discharge by Ted Bernstein, as Successor Personal Representative **and any disposition thereof pursuant to probate rules and statutes."** The bolded text was added to the order in handwriting by Judge Colin and indicates that all rules of probate must be followed now to close the estate, including now giving the beneficiaries/interested parties all accountings, inventories, attorney records, etc. according to probate rules and statutes.

30. That SHIRLEY'S estate was subsequently reopened due to these forgeries and frauds. These matters are not yet fully resolved in the probate courts of Judge Colin and Judge French in Florida or with state authorities. Therefore, who the ultimate beneficiaries of the estates will be remains unclear as was further learned in an Evidentiary Hearing held in SHIRLEY'S estate on October 28, 2013. If the currently alleged beneficiaries were so effectuated through a series of fraudulent documents and acts done to seize Dominion and Control of the estates illegally and change the beneficiaries, in efforts to loot the estate through a variety of fraudulent acts, insurance benefits paid to this Court in this Lawsuit should not be distributed to any parties until all matters are fully resolved both criminally and civilly in the estates first and determination by this Court instantly if this suit is an Abuse of Process and part of an insurance fraud.

31. That the benefits deposited with this Court by JACKSON should be returned to the insurance carrier immediately until it can be determined if this Court is even the proper court to determine the beneficiaries of the missing and lost trust, the missing and lost insurance Policy(ies) and who the beneficiaries of the estates are and if these matters are legally under the jurisdiction of the Florida state probate court handling the estate. This Court must also

determine instantly if this Lawsuit is and was filed legally or is merely an intentional abuse of process to facilitate a fraud.

32. That ELIOT and his children's counsel were told that the SAMR trust was being submitted to the probate court for approval as requested by HERITAGE and once approved it would be submitted for approval and signature by ELIOT and his children's counsel before any distributions would be made. However, during that time, without informing ELIOT or his children's counsel, this Breach of Contract lawsuit was filed with consent of "4/5" of SIMON'S children, as stated in the original complaint filed and was filed intentionally behind ELIOT and his children's counsel backs with scienter by TED acting as Trustee of the lost trust.
33. That of interest to this Court is that TED filed the lawsuit as a Breach of Contract lawsuit and acted as Trustee on what they allege is the failure to pay of HERITAGE on a claim form filed by SPALLINA as Trustee only weeks earlier. Why would SPALLINA have not filed this Breach of Contract as Trustee of the lost trust on a claim he was denied on, not TED?
34. That it was learned that meetings were held without ELIOT or his children's counsel present, to conspire how to get the proceeds paid to ELIOT'S siblings without informing ELIOT and the grandchildren, without now the need for the SAMR, which resulted in this cleverly concealed baseless lawsuit to knowingly commit insurance fraud and further failing to include all possible beneficiaries of the Policy(ies).
35. That ELIOT would never have even known of this Lawsuit without JACKSON suing ELIOT as a third party defendant and this Court could have paid out the benefits and circumvented the true and proper beneficiaries and none of these parties with interests would have known until after the proceeds were distributed, if ever.

36. That knowing the SAMR would never get approval by the probate court and ELIOT, that scheme was discarded and this new vexatious, frivolous and abuse of process scheme to convert the benefits fraudulently was then hatched and facilitated through this meritless and baseless Breach of Contract lawsuit brought on behalf of an alleged lost trust by an alleged Trustee, either SPALLINA or TED, as both have made separate claims that they are the Trustee of the lost trust knowing full well that they are not Trustees and cannot be of a lost contract.

37. That this Lawsuit is actually a clever Legal Abuse of Process, which uses this Court to facilitate the crime of Insurance Fraud through a Fraud on a Federal Court, an Insurance Carrier, estate beneficiaries and estate creditors, that attempts to convert the insurance benefits to imagined beneficiaries, with no legally valid contracts to prove their claims, concocted together by Defendants TED, P. SIMON, D. SIMON, A. SIMON, IANTONI, FRIEDSTEIN, TSPA, TESCHER, SPALLINA, et al.

38. That on September 13, 2013 at a hearing before Hon. Judge Martin Colin of the CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. 502011CP000653XXXXSB in the estate of SHIRLEY, SPALLINA did admit that he was "involved" with MORAN in her fraud and forgery.

39. That on September 13, 2013 at a hearing before Hon. Judge Martin Colin of the CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. 502011CP000653XXXXSB in the estate of SHIRLEY, SPALLINA did admit that he had presented documents to the court on behalf of SIMON to close the estate of SHIRLEY and failed to notify that court that SIMON was dead at the time he was using him as if he were alive, thus acknowledging that he perpetrated a Fraud on the

Court and more in the closing of SHIRLEY'S estate with a dead Personal Representative and Trustee, SIMON.

40. That in an October 28, 2013 Evidentiary Hearing before Judge Colin, it was learned that TED had been acting in fiduciary capacities that he did not have prior, including acting as Personal Representative and Trustee for the estate of SHIRLEY. Due to the FRAUD ON THE COURT using SIMON'S identity, after he was deceased as if alive, to close the estate of SHIRLEY, no successors were elected or appointed by the court after he died and SIMON was continued to be used as if alive. SPALLINA, acting as estate counsel failed to notify the court that SIMON, the Personal Representative and Trustee was dead and continued for four months to use SIMON and file documents on his behalf, filed as if SIMON were still alive to close her estate, instead of simply notifying the court of his death and electing successors to legally close the estate.

41. That it is alleged that to make POST MORTEM beneficiary changes to SHIRLEY'S estate they needed to make it look like SIMON was alive when he closed SHIRLEY'S estate, so that they could then attempt to change her beneficiaries POST MORTEM through a combination of the forged and fraudulent documents in SHIRLEY'S estate combined with the alleged FORGED and FRAUDULENT alleged Will and Amended and Restated Trust filed in SIMON'S estate.

42. That the Will and Amended and Restated Trust of SIMON are improperly drafted, notarized and witnessed and are now being investigated by authorities in Florida. MORAN and SPALLINA are both involved in the documents in question in SIMON'S estate as well, as they improperly witnessed them and more and where MORAN and SPALLINA have admitted involvement in forged and fraudulent documents already in SHIRLEY'S estate,

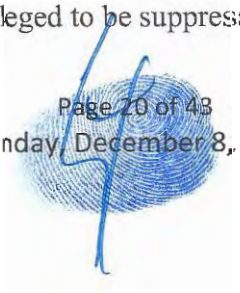
nothing they have done, past, present or future can be trusted or relied upon without forensic evaluation and more.

43. That the Court should note that SPALLINA witnesses these documents, the alleged Will and Amended and Restated Trust of SIMON, documents he drafted and which gave him fiduciary powers and financial gain, as they elect him and his partner defendant Donald Tescher as Co-Personal Representatives of SIMON'S estate, allowing them to seize Dominion and Control of the estates, these problems make the documents further legally invalid, not just for the improper notarizations but for the improper witnessing by SPALLINA.

44. That MORAN, who already has been arrested for fraud and forged documents in the estate of SHIRLEY, also witnesses these documents in SIMON'S estate and nothing she has done can be relied upon. What unfolds when looking at all of these alleged fraudulent documents and those already admitted forged and fraudulent, is a pattern and practice of fraudulent documents that combine to allow SPALLINA and TESCHER to illegally seize dominion and control of the estates of SIMON and SHIRLEY and then using their illegally gained fiduciary powers to change beneficiaries to the advantage of some parties and disadvantage of others and then loot the estates and covert assets to the wrong beneficiaries (primarily their close personal friend and business associate TED) in a variety of alleged felony crimes, including insurance fraud and fraud upon this Court, fraud upon the Florida Probate courts and fraud on the beneficiaries of the Policy(ies) through this baseless Breach of Contract suit and more.

STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS.

45. That when SPALLINA'S insurance fraud failed, this frivolous and baseless instant Breach of Contract lawsuit was instituted before this Court with TED now suddenly and bizarrely claiming to be the alleged "Trustee" of the lost trust. A. SIMON claiming TED now instead of SPALLINA is the "Trustee" of the lost trust and as such stating TED can elect new beneficiaries POST MORTEM for SIMON. SPALLINA now disappears as "Trustee" for this lawsuit and magically transfers trusteeship to TED in an unknown transaction to any alleged beneficiaries and TED then through his brother-in-law, D. SIMON'S brother and P. SIMON'S brother-in-law, A. SIMON who acts as counsel now for TED as alleged "Trustee" and also represents the lost trust as his client and then files this lawsuit to fraudulently attempt to convert the death benefits. Again, ELIOT reminds the Court that all of these bogus claims are being made on behalf of a lost trust on a lost insurance Policy(ies) and no one to date has produced for this Court any legal and binding contracts to prove their claims.
46. That ELIOT alleges that the trusts and Policy(ies) are being suppressed and denied by the parties responsible for maintaining them, in order to change the beneficiaries and convert the funds illegally to themselves. That it was learned in letters from SPALLINA that P. SIMON had good relationships at one of the insurance carriers involved in the claim and that she could facilitate payment of the claim to their SAMR scheme, despite the obvious illegality of the scheme, in the end this failed.
47. P. SIMON and SIMON sold the "lost" insurance Policy(ies) on SIMON, acting as the broker and agent of record and also maintained and setup the VEBA trust through trust companies they operate that paid the insurance proceeds to the plan participants.
48. That D. SIMON, A. SIMON and TSL provided legal counsel to the businesses and trusts involved in this lawsuit and are alleged to be suppressing records relating to the "lost"



insurance Policy(ies) and "lost" trust and more, with intent to conceal and illegally change the beneficiaries of SIMON'S policy(ies) to their immediate family members to the detriment of other beneficiaries and potential creditors of the estate.

49. That defendant A. SIMON and his law firm, defendant TSL, are directly involved as counsel to many of these trusts and the insurance agencies involved that are Bernstein family owned companies and they are located in the same offices. That A. SIMON and P. SIMON have had access to all these records, including the policies and various trusts over the years and it should be noted that when producing documents for this lawsuit, they have failed to include all of the VEBA trust documentation that was responsible for beneficiary designations of the VEBA plan. The VEBA paid the insurance benefits of the plan to the employees elected beneficiaries under the plan. The Policy(ies) direct beneficiaries in the VEBA are trust companies, not typically individuals or their personal trusts. The VEBA trust receives the benefits and then pays the plans beneficiaries designated under the VEBA trust who are not typically listed on the underlying Policy(ies). This appears to be the case with the Policy(ies) claimed in this lawsuit and why the primary beneficiary is LaSalle National Trust, N.A. and the contingent beneficiary is SIMON BERNSTEIN TRUST N.A. Nowhere is the lost "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" trust named as a beneficiary of the Policy(ies), as it was a beneficiary of the VEBA plan and would have been so listed in the documentation of the VEBA trust not on the Policy(ies).

50. That to establish the beneficiary of the lost trust, a few cherry picked or created documents were produced by A. SIMON and TED that attempt to support their claim that the beneficiary was changed to the lost trust in 1995. Yet, in JACKSON'S discovery documents produced thus far, evidence is found that SIMON was sent a letter April 23, 2010, which

stated, "Dear Simon Bernstein: Thank you for contacting Heritage Union Life Insurance Company. Our records indicate the following beneficiary designation for the above referenced contract number:

Primary Beneficiary/Beneficiaries: Lasalle National Trust, N.A.

Contingent Beneficiary/Beneficiaries: Simon Bernstein Trust, N.A."

Where there is no further record from SIMON disputing this beneficiary designation with the carrier after receiving the letter.

51. That it should be noted by this Court, that after thousands of pages of discovery were sent to ELIOT by defendants A. SIMON and JACKSON in these matters, **NEITHER PARTY SENT A COPY OF THE POLICY AND A VALID LEGAL TRUST DOCUMENT WITH CLAIMS TO THE POLICY**. Where this may be the first such case where all responsible parties to maintain insurance contracts and trusts appear to be missing the insurance contract and trusts entirely, no valid copies even tendered, indicating further alleged insurance fraud and massive liabilities since the suppression of these documents benefits directly those alleged to be suppressing them. Where ELIOT has worked in the insurance and estate planning industry and sold hundreds of millions of dollars of premium to billionaires and multimillionaires for over 20 years and has never heard of a "lost" trust and missing Policy(ies), where no one, including the policyholder, the estate planners, the fiduciaries of the trusts and Policy(ies) and even the INSURANCE CARRIER claim to have original contracts, copies of originals, valid drafts or anything of substantive legal contractual value for making a claim or paying a claim. That the insurance carrier claims not to have a copy of the Policy(ies) and thus far has provided only a specimen contract and claims to not have a single page of the any of the trusts claimed to be beneficiaries and this may expose

them to liabilities and reason they should not be allowed of these matters until they are fully resolved.

52. That also missing from the records sent to ELIOT thus far are the entire records of the VEBA TRUST maintained by P. SIMON, D. SIMON and A. SIMON for SIMON that supposedly was dissolved according to the original complaint in this matter, including but not limited to the annual VEBA trust statements, information pertaining to the dissolution of the VEBA, conversion policies, the sold case information that was maintained by P. SIMON and D. SIMON'S companies and what SIMON and SHIRLEY'S total beneficial interest in the VEBA plan were, including other policies and other assets.

53. That the VEBA TRUST was written for companies owned by SIMON, insuring all the employees of his company and where SIMON was a Pioneer of the life insurance VEBA plans.

54. That also missing at this time is any information from other defendants involved in these matters who have not yet responded to the complaint or answered the actions and have not disclosed under Rule 26, including trust companies and other law firms involved that are largely responsible to the beneficiaries of the VEBA TRUST and Policy(ies), including but not limited to, the estate planners, TSPA, TESCHER and SPALLINA, who are largely responsible for this insurance fraud and the estate planning fraud already discovered in the estate of SHIRLEY.

55. That from the records sent thus far by JACKSON, it appears that the last named alleged beneficiary and contingent beneficiary on the Policy(ies), according to JACKSON is not the lost trust claimed by SPALLINA, TED, P. SIMON and A. SIMON, the "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" but instead the primary beneficiary appears to be

LaSalle National Trust and the contingent beneficiary appears to be another lost trust where no records were tendered to ELIOT by JACKSON or A. SIMON, the "Simon Bernstein Trust, N.A." Therefore, at this time it does not appear relevant who the trustee or the beneficiaries of the "Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95" are in this lawsuit, as this trust is not a primary or contingent beneficiary on the Policy(ies) according to JACKSON, even if it were the contingent beneficiary there is no legally valid controlling document produced to claim the benefits. Thus, the lost trust serves no purpose to establish a claim as it is not a beneficiary, other than to prove the attempted Insurance Fraud, Abuse of Process and Fraud on this Court taking place to attempt to convert the benefits illegally. Further, in the 2500 page document dump thus far, no clear beneficiary forms have been evidenced for "Simon Bernstein Trust, N.A." showing how this entity became the contingent beneficiary or what it is.

56. .That this Willful, Wanton, Reckless, and Grossly Negligent illegal behavior of the Attorneys at Law, TSPA, TESCHER and SPALLINA who have largely caused this mess of unknown beneficiaries and missing trusts and missing Policy(ies) in the estate, by failing to protect the beneficiaries through the extensive estate planning that SIMON and SHIRLEY contracted and paid them do, have still not answered this lawsuit at this time as they were served a courtesy copy to respond to without forcing process serving and more costs to their victims and delaying the ability to settle these matters or litigate them timely and further causing damages to the true and proper beneficiaries of the Policy(ies) who have been denied benefits by these fraudulent insurance and estate schemes and frauds for over a year now.

57. That in filing this instant action, A. SIMON knew that SPALLINA had fraudulently filed a claim as Trustee of the lost trust, which his client TED claims now to be Trustee of the same

lost trust claimed in this Lawsuit. Where A. SIMON knew SPALLINA was not the "Trustee" and could never have been the "Trustee" of the lost trust, as SPALLINA himself claimed never to have seen a copy and A. SIMON knowing of this fraudulent claim failed to notify the proper authorities of this Insurance Fraud by another Attorney at Law as required by state and federal Ethics Codes and Law. A. SIMON has also failed to notify this Court of the fraudulent attempt by SPALLINA to collect the benefits acting as "Trustee" of the lost trust. A. SIMON, filed a Breach of Contract lawsuit for TED on a failed claim of SPALLINA'S and "who's on first."

58. That instead of doing what was required by Law when someone attempts to make a fraudulent insurance claim while acting in a false capacity and reporting the crime to the proper authorities, A. SIMON further conspired with TED and SPALLINA to then file this FRAUDULENT BREACH OF CONTRACT LAWSUIT ON A US FEDERAL COURT switching the trustee of the lost trust with intent.

59. That two other documents presented to this Court in Motions and Discovery deserve special note, as they were drafted by **anonymous** Attorneys at Law, no markings of who the draftsmen were and what law firm prepared them, in fact, no identifying marks upon them as to the author(s) at all. The first document is the SAMR trust agreement already exhibited herein, in EXHIBIT 5 and the Court should demand to know who the draftsmen of this document are, so as any legal liabilities or evidence of fraud can be identified to the proper parties.

60. That the second document that deserves further scrutiny was submitted by A. SIMON on behalf of his clients, the lost trust and TED, via discovery in this lawsuit, a document which attempts to now be inserted into the record as some kind of parole evidence of the lost trust,

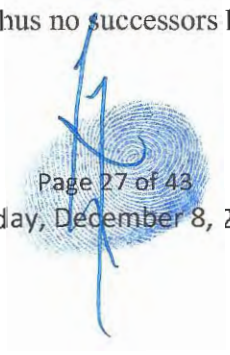
alleged to be a draft of the lost trust. SEE EXHIBIT 6 - BLANK COPY OF ALLEGED TRUST. This document lacks any identifying marks as to who the Attorneys at Law were that drafted it. The document is unsigned and bears no markings that it was ever sent to any party, it is also undated and has absolutely no legal validity and represents an attempt to fool this Court into believing this document validates the lost trust scheme's trustees and beneficiaries proposed in this baseless Lawsuit. Again, this Court should demand to know who the legal draftsmen of the document are so that any legal liabilities or evidence of further fraud can be identified to the proper parties. It is not standard operating procedure for law firms to send out documents, especially estate planning documents, even a draft, without the proper nomenclature identifying their works. This blank un-authored document is worthless to establish a legal claim to the proceeds and proves nothing but another attempted alleged fraud, this time to fulfill Your Honor's request at the last hearing for a copy of the signed lost trust that has been missing since the start of this action.

61. That both TED and P. SIMON were aware that their signatures had been forged on fraudulent documents for both themselves and their father SIMON in the estate of SHIRLEY in May of 2012. Despite knowing their signatures were forged and fraudulent in documents that materially affected the estate beneficiaries, forcing SHIRLEY'S estate to be reopened by Judge Colin, they failed to take any actions to rectify these felony criminal acts with the proper authorities and Probate court for months and further concealed this information, while they rushed to liquidate assets of SHIRLEY'S estate.

62. That not until Florida state investigators from the Governor's office and Palm Beach Sheriff's office came knocking on the door of SPALLINA, MORAN and ELIOT'S siblings in regard to the forgeries and fraud in documents in the estate of SHIRLEY and the jig was

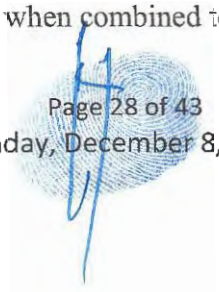
up, did TED and P. SIMON come forward on September 13, 2013, immediately prior to the first hearing on the fraudulent documents of MORAN and expose their concealed knowledge. Five months after they learned of the forgeries and fraud in their names and in their deceased father's name, they then attempt to claim that the felony crimes were OK by them, including the fact that their signatures and their father's signature were forged on fraudulent documents. Simon's signature was forged and the document created POST MORTEM and then filed along with other documents filed in Simon's name for several months after his death, all filed as if Simon were alive at the time, used to close the estate of SHIRLEY and attempt to change the beneficiaries. These crimes appear OK by TED, as stated in a recent email, sent to ELIOT on 12/06/2013 at 10:16PM EST, "You pursued and caused to be arrested a paralegal that our parents loved and without ill-intent, only tried to help a situation along because of dad's death, and it now appears that you are in the process of trying that again with my assistant who has done nothing wrong. You continue to drag Don and Robert through the mud, both of whom our parents were very fond of and who did very good work for our family, notwithstanding your relentless and slanderous accusations."

63. That it should be noted that TED in the hearings before Judge Colin was found making false statements to the Court regarding his fiduciary roles in the estate of SHIRLEY, prior to September 2013, when he made multiple fraudulent transactions using these knowingly false fiduciary titles, even stating to judge Colin that he was the Trustee of the Estate of Shirley on September 13, 2013 and where it was later learned in that hearing that due to the Fraud on the Court where SIMON was used dead as if alive and serving as Personal Representative and Trustee to close the estate and thus no successors had been chosen when SIMON died, due to the fraud.



64. That in an Order dated, November 14, 2013 in SHIRLEY'S estate, Judge Martin Colin ruled, "2. The Court has determined that it will take no action regarding the form of the pleadings or other documents that were submitted to the Court to close the Estate while Simon Bernstein was serving as Personal Representative." What is important to note is that in the September 13, 2013 hearing it was learned that the estate of SHIRLEY was closed in January 2013, months after SIMON was dead, with SPALLINA and TESCHER using ILLEGALLY SIMON as the Personal Representative while he was dead, as if he were alive. Therefore, the estate was illegally closed by a dead person who could not be "serving" as Personal Representative while dead as only living people can serve in any capacity. This exchange at the hearing is what led to Judge Colin asking the attorneys, defendants SPALLINA and TESCHER (through his counsel) at the September 13, 2013 hearing, how this could be legally possible and then stating he should read them their Miranda Warnings for the fraud upon the court and beneficiaries. Therefore, Colin's Order claims that any documents submitted while SIMON was "serving" as Personal Representative are not actionable and those documents filed POST MORTEM for SIMON by others while he was dead and not legally "serving," remain actionable.

65. That it should be noted that the documents SIMON signed and filed while alive have not been questioned at this time for forgery and fraud, only the documents that appear signed and forged and incomplete in the estates that were filed for him illegally by SPALLINA and TESCHER POST MORTEM are being questioned. See EXHIBIT 7 – PARTIAL DOCUMENTS FILED FOR SIMON POST MORTEM. Virtually all of these POST MORTEM documents filed with the court appear legally invalid, as they are improperly notarized, witnessed and more and when combined together attempt to make POST



MORTEM changes to the beneficiaries in SIMON and SHIRLEY'S estates that counteract those SIMON and SHIRLEY made while alive. The changes appear made after they were both deceased, by those who were cut out of the estates, TED and P. SIMON, similar to what is going on in this lawsuit in attempts to convert the insurance proceeds of the estate of SIMON against SIMON'S wishes through suppression of documents and fraud.

66. Another question for this Court to determine is how the lost trust that was being replaced with the SAMR, due to the fact that no one can determine who the trustee and beneficiaries are of the lost trust, now files a suit against the carrier, if it was unknown who the trustees and beneficiaries were prior to the lawsuit? If the trustee and beneficiaries are a "best guess" according to SPALLINA as evidenced in EXHIBIT 5, how can a lost trust with no valid legal contractual rights sue anyone, when TED or SPALLINA or Alice in Wonderland could be the trustee and beneficiaries and no valid binding documents exist?

67. That William Stansbury, a creditor in the estate of SIMON, has filed a Motion to Intervene in this Lawsuit and claims that this action is merely an attempt to defraud him as creditor in the estate, further supporting the claim of ELIOT that this Lawsuit was filed steeped in attempted fraud on beneficiaries and now a creditor of the estate of SIMON.

68. That for all of these reasons defined herein, this Court should strike the pleadings filed by A. SIMON and remove A. SIMON from legal representations in the Lawsuit other than as a Defendant for Fraud on the Court and Abuse of Process for his knowing violations of law in filing this Lawsuit and more.

REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL

69. That A. SIMON in two hearings held already before this Court appears to have personal feelings and emotions involving ELIOT as an extended family member that interfere with his ability to act independently and without malice towards ELIOT as an adversary in these proceedings. It should be noted that defendant A. SIMON has an adverse and conflicting interest in these proceedings as he is now a defendant and ELIOT is alleging that he is committing Insurance Fraud, Abuse of Process and Fraud on the Court, as he and his law firm are involved directly in the lost/suppressed Policy(ies) and trusts and now is found attempting to convert the funds to his brother's wife/employer P. SIMON through this fraudulent Lawsuit.

70. That for these reasons and more A. SIMON and his law firm TSL'S partners, including defendant D. SIMON, will be deposed and called as witnesses in these matters, regarding direct involvement in the lost Policy(ies) and trusts and for knowingly fraudulently filing this Lawsuit with no basis in law and all of these personal and professional reason make his representations and pleadings far from impartial on behalf of both his clients, the lost trust, TED, P. SIMON, FRIEDSTEIN and IANTONI, his law firm TSL, his brother D. SIMON and himself both Personally and Professionally. Defendant A. SIMON can no longer be unbiased either in his representations as counsel for himself or others, especially where there is adverse interest in the matter that could put him behind bars for felony crimes alleged herein that he is a central party to.

71. That defendant A. SIMON appears to have responded to ELIOT'S answer and cross claim representing himself as his own attorney personally and it is further unclear if he is attempting to represent himself professionally, as he was sued in both capacities and may need separate counsel to represent each capacity independently.

72. That in a hearing before this Court, defendant A. SIMON admitted to Your Honor that he was conflicted once he became a defendant and claimed to this Court that ELIOT sued him only to conflict him from further representation. Where this admission of his conflict, despite the claimed reason, is cause for Defendant A. SIMON to withdraw as counsel for any party or be removed from further representing himself and any other parties by this Court. It should be noted that ELIOT sued defendant A. SIMON for good reason and cause, as he is not impartial to these matters and has sued knowing there was no basis to the claims, knowing that he was filing without noticing ELIOT or other potential beneficiaries of this Lawsuit to abscond with the proceeds of the Policy(ies), knowing that SPALLINA had already made a claim as Trustee of the lost trust to the carrier and failed to notify this court or authorities that SPALLINA was not the Trustee and had committed insurance fraud and finally, as he knew in a lost beneficiary situation Florida law has the insured's estate as the beneficiary.
73. That defendant D. SIMON is represented by defendant A. SIMON and again defendant D. SIMON was sued in both his personal and professional capacities and it is unclear which capacity defendant A. SIMON will be attempting to represent his brother in these matters.
74. That defendant A. SIMON for reasons stated herein and in the cross claim should be removed from acting as a counsel for TED or any other party and seek legal counsel for both himself, personally and professionally, and for his law firm, as they have all now been sued in this lawsuit as Cross Claim Defendants, with good cause. Where this Court may find that A. SIMON and other parties may need separate counsel to represent themselves in each capacity sued, prior to further adjudication.

75. That before ELIOT is compelled by this Court to respond to ANY further improper pleadings, wasting thousands of dollars more and further share information with defendants A. SIMON as counsel, this Court should first determine if there is any basis to this Lawsuit and if A. SIMON is conflicted from representing anyone other than himself Pro Se. This Court should note that in JACKSON'S Answer and Counter Complaint, they claim that TED was advised by counsel that he had no basis to file this Lawsuit in the first place and then TED sought out a family member with interests, defendant A. SIMON, whose brother has an interest in the Policy(ies) through his wife P. SIMON an alleged beneficiary, to knowingly file this fraudulent Lawsuit.

76. That if this Lawsuit is found to have no basis in law, then A. SIMON, SPALLINA, TESCHER and TED should be sanctioned and reported to the proper authorities for insurance fraud, fraud on the Court and more and this Court should take Judicial Notice of these alleged crimes and act on its own motions to report and stop this abuse, awarding a Default Judgment and all reliefs and damages requested by ELIOT.

77. That in any event this Court must first determine if A. SIMON can continue to represent himself personally and professionally and others in their varied capacities they were sued under or if he and the parties he represents need to seek independent non-conflicted counsel before proceeding further **for <u>each capacity</u> they were sued under**.

RELIEF

WHEREFORE, Cross Plaintiff ELIOT prays to this Court:

i. FOR AN ORDER TO STRIKE PLEADINGS BY A. SIMON FOR FRAUD ON THE COURT AND ABUSE OF PROCESS;

ii. FOR AN ORDER TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL;

iii. That all filings of A. SIMON should be withdrawn and disqualified from this proceeding and ELIOT should not be obligated to respond to improper pleadings, until non conflicted counsel can file the pleadings properly;

iv. This Court should order that TED, P. SIMON, IANTONI, D. SIMON and FRIEDSTEIN find new non conflicted counsel to represent their interests in this FRIVOLOUS, ABUSIVE OF PROCESS AND FRAUDULENT Breach of Contract Lawsuit in each capacity;

v. That each defendant party represented by defendant A. SIMON seek independent non-conflicted counsel and separate and independent counsel be demanded by this Court for their children who should be entered in this case as possible beneficiaries of the proceeds;

vi. For sanctions to be levied against A. SIMON, D. SIMON, TSPA, TESCHER and SPALLINA for abuse of process and fraud on the court. That according to JACKSON'S original complaint, TED was advised by counsel, alleged to be SPALLINA, that he had no basis to file this lawsuit, and yet, defendant A. SIMON filed the action on behalf of a "lost" trust and with TED as alleged trustee of said "lost" trust and to further benefit his sister-in-law/employer, P. SIMON.

vii. That this Court take Judicial Notice of the criminal activities alleged herein and the Fraud and Forgery already proven in the estate of SHIRLEY and act on its own

Motions to stop further criminal activity and damages to the beneficiaries of the estate of SIMON and report these matters to state and federal authorities.

viii. Award Court Costs not from the Policy(ies) but directly from alleged conspirators of this Fraud on the Court and Abuse of Process and force bonding for these unnecessary legal and other costs by those parties that have caused this baseless and vexatious Lawsuit in efforts to perpetrate a fraud;

ix. ELIOT requests this Court take Judicial Notice of the alleged Fraud on the Court and Fraud on the Beneficiaries of the Policy(ies) through this criminal abuse of process by Attorneys at Law violating ethical codes of conduct and law and act on its own motions to prevent any further possible criminal activities and damages to others being incurred until these alleged criminal matters are fully resolved and report these alleged criminals with attorney at law degrees and all of them to the proper state and federal bar associations as required by Judicial Cannons and Attorney Conduct Codes.

x. Award damages sustained to date and continuing in excess of at least EIGHT MILLION DOLLARS ($8,000,000.00) as well as punitive damages, costs and attorney's fees.

Respectfully submitted,

/s/ Eliot Ivan Bernstein

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Dated

December 08, 2013

Certificate of Service

The undersigned certifies that a copy of the foregoing Answer and Cross Claim was served by ECF, and E-mail on December 08, 2013 to the following parties:

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/s/ Eliot Ivan Bernstein

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EXHIBIT 1 – SPALLINA CLAIM FORM WITH SPALLINA AS TRUSTEE OF THE "LOST" TRUST

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November 1, 2012

VIA FEDERAL EXPRESS
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: **Insured: Simon L. Bernstein**
Contract No.: 1009208

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

km = Kimberly Moran

CLAIMANT STATEMENT
Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I
INSTRUCTIONS

The following items are required for all claims:

- O **An original certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply:

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 20.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection: California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First, Middle)	2. Last 4 digits of Deceased's Social Security No:
Bernstein, Simon Leon	5241

3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below:

4. Policy Number(s)	5. If policy is lost or not available, please explain.
1009208	Unable to locate, policy is 30 years old

6. Deceased's Date of Death	7. Cause of Death	8.
09/13/12	natural causes	☑ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section.
Simon Bernstein Irrevocable Insurance Trust

10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number

14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased
	[redacted]	

17. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other

18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

19. Policies subject to Viatical / Life Settlement transactions – Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number

25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased

28. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other

29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

30. Policies subject to Viatical / Life Settlement transactions – Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

JCK001271

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Daniel Rep + Trustee — 11/1/12

Signature of Claimant and Title — Date

Signature of Second Claimant, if any, and Title — Date

0000000 12006 0000

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

0000686.0002712

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information – THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, depose and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

___1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

___2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

___3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

___4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

___5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Simon Bernstein Irrevocable Insurance Trust	06/01/1995
Date of all Amendments	Trust Tax ID Number
	65-6078916

Printed Name of Trustee(s)	Signature(s)
a.	Robert L. Spallina
b.	
c.	
d.	

Spallina signs as trustee = FRAUD

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

October 9, 2012

LASALLE NATIONAL TRUST N.A TRUSTEE
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09765315

Dear Trustee:

We are writing in response to your notification of the death of Simon Bernstein. Our sincere condolences go to the family for their loss.

In order to proceed with our review of the claim, we require the following items to be submitted:

- The enclosed Claimants Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- A **certified death certificate.** This should indicate cause of death, manner of death, date of birth and Social Security Number.
- Return the original policy -- If the original policy cannot be located, please note on the Claimant Statement (Page 3, Item 4).
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s) We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.
- Letter of representation or written authorization signed by the beneficiary authorizing information to be released on the above referenced policy.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. A valid claim will include interest due and payable from the date of death at a rate of 10% if we do not pay the claim within 31 days from the latest of 1) the date that we receive proof of death, 2) the date we receive sufficient information to determine our liability and the appropriate beneficiary(ies) entitled to the proceeds; or 3) the date that any legal impediments are resolved

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Diane Henderson
Claims Manager

Enclosure(s): Life Claimant Statement No RAA

AWD History for Work object key 2012-10-04-13.38.59.016241T01
JLIFE - DTHCLM - CLLEGAL - CLIENT - Updateable
[redacted] - 1009208 - - BERNSTEIN - SIMON - 19 - SRDC00014031
Social Security Num: [redacted] Policy Number: 1009208
Agent Number: Insured's Last Name: BERNSTEIN
Printed on Tuesday, May 07, 2013 at 3:01:53PM

Queue: CLIENT
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Begin Date: 2013-01-17
Begin Time: 16:49:34
User Id: SMCDOJL
Workstation Id:
Business Area:
Type:
Status:
Queue:
User Name: MCDONALD, JIM L
DTM Description:
Comments: Received a call from attorney Spallina. He wants to talk to in-house cousel about not filing dec action because of expense. Sent Jackson legal message to call me or Spallina. JLM

Flags:
DTM Job Name:
DTM Return Code:
DTM Task Name:
DTM Next Task:
End Date: 2013-01-17
End Time: 16:49:34

Begin Date: 2013-01-17
Begin Time: 16:47:32
User Id: SMCDOJL
Workstation Id:
Business Area: JLIFE
Type: DTHCLM
Status: CLREVIEW
Queue: CLIENT
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Flags: 0000N0
DTM Job Name:
DTM Return Code:
DTM Task Name:
DTM Next Task:
End Date: 2013-01-17
End Time: 16:48:22

Begin Date: 2013-01-15
Begin Time: 11:50:00
User Id: JWALKK
Workstation Id:
Business Area:
Type:
Status:
Queue:
User Name: WALKER, KELLIE
DTM Description:
Comments: faxed client letter to Robert Spallina and advised of court order requried..faxed to 561-997-7308

Flags:
DTM Job Name:
DTM Return Code:
DTM Task Name:
DTM Next Task:
End Date: 2013-01-15
End Time: 11:50:00

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-433-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement No RAA

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: **Insured: Simon L. Bernstein**
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust.
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

JCK001338

From (561) 997-7008
Kimberly Morar
TESCHER & SPALLINA
4855 Technology Way
Suite 720
BOCA RATON, FL 33431

Origin ID: PHKA

FedEx Express

Ship Date: 21DEC12
ActWgt: 1.0 LB
CAD: 1544076/INET3300

Delivery Address Bar Code

Ref # Bernstein 11187.308
Invoice #
PO #
Dept #

SHIP TO: (800) 825-0803 BILL SENDER

Claims Department
Heritage Union Life Insurance Compa
1275 Sandusky Road

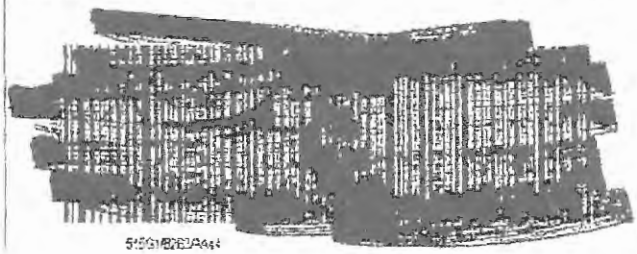
JACKSONVILLE, IL 62651

MON - 24 DEC AA
STANDARD OVERNIGHT

TRK# 7943 7521 3807
0201

62651
IL-US
STL

SH SPIA



Eliot Bernstein

Subject: FW: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, October 23, 2012 2:34 PM
To: Jill Iantoni; Eliot Bernstein; Ted Bernstein; Ted Bernstein; Pamela Simon; Lisa Friedstein
Subject: RE: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

As discussed, I need the EIN application and will process the claim. Your father was the owner of the policy and we will need to prepare releases given the fact that we do not have the trust instrument and are making an educated guess that the beneficiaries are the five of you as a result of your mother predeceasing Si. Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument. A call regarding this is not necessary. We have things under control and will get the claim processed expeditiously after we receive the form.

Thank you for your help.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

EXHIBIT 2 – MORAN SUSPENSION

STATE OF FLORIDA

Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-488-7146
850-487-0801 fax

RICK SCOTT
GOVERNOR

October 14, 2013

Via Certified Mail

Ms. Kimberly Moran
6362 Las Flores Drive
Boca Raton, Florida 33433

Dear Ms. Moran:

Enclosed is a copy of Executive Order Number 13-291 issued by Governor Rick Scott on October 14, 2013. This Executive Order suspends your notary public commission pursuant to section 117.01(4)(c), Florida Statutes. As a result, the Executive Office of the Governor requires your notary commission certificate to be relinquished to this Office, in the self-addressed envelope enclosed. Additionally, you are required to destroy your notary stamp.

If you have any additional questions, please contact our office at (850) 717-9529 or via email at NOTARY@eog.myflorida.com.

Sincerely,

Erin Tupper

Erin Tupper
Notary Coordinator
Executive Office of the Governor, Notary Section

Enclosures

cc: Eliot Bernstein
Notary Public Underwriters

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 13-291

(Executive Order of Suspension)

WHEREAS, Kimberly Moran, is presently serving as a Notary Public of the State of Florida; and

WHEREAS, this Office received a complaint reporting Kimberly Moran for notary misconduct; and

WHEREAS, the complainant states that Kimberly Moran notarized a signature on a document when the signing party was not in her presence at the time of the notarization, and made a false or fraudulent acknowledgement of that signed instrument, and made changes to the instrument after the party had signed, in violation of Sections 117.107(9), 117.105, and 117.107(7), Florida Statutes; and

WHEREAS, in a sworn written statement, dated August 8, 2013, Kimberly Moran confirmed the above-stated violations of notarial statutes; and

WHEREAS, it is in the best interests of the citizens of the State of Florida that Kimberly Moran be immediately suspended from the public office, which she now holds, upon the grounds set forth in this Executive Order;

NOW, THEREFORE, I, RICK SCOTT, Governor of Florida, pursuant to Article IV, Section 7 of the Florida Constitution and Section 117.01(4), Florida Statutes, find and state as follows:

A. Kimberly Moran is a duly appointed Notary Public of the State of Florida, pursuant to Section 117.01, Florida Statutes.

B. Kimberly Moran is commissioned as a Florida notary public from April 29, 2012, through April 28, 2016.

C. Kimberly Moran admitted to notarizing a document when the signers were not in her presence at the time of the notarization, in violation of Section 117.107(9), Florida Statutes.

D. Kimberly Moran admitted to making a false or fraudulent acknowledgment of the instrument being notarized, in violation of Section 117.105, Florida Statutes.

E. Kimberly Moran amended the instrument after the party had signed, in violation of Section 117.107(7), Florida Statutes.

BEING FULLY ADVISED in the premise, and in accordance with the Florida Constitution and the laws of the State of Florida, this Executive Order is issued

Section 1. Kimberly Moran is suspended from the public office which she now holds: Notary Public of the State of Florida.

Section 2. Kimberly Moran is prohibited from performing any official act, duty, or function of this public office; from receiving any pay or allowance; and from being entitled to any of the emoluments or privileges of this public office during the period of suspension, which period shall begin, today, until further Executive Order is issued, or as otherwise provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of October, 2013.

RICK SCOTT, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2013 OCT 14 AM 9:40
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT 3 – PALM BEACH COUNTY SHERIFF REPORT

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: ROAD PATROL

911:
IMPRSNTE PUB OF
SIGNAL CODE: 53 CRIME CODE: 4 NON CRIME CODE: CODE: 260D, 07/15/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7657 NAME: LONGSWORTH BRIA ASSIST: TIME D 1215 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1242 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17501 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

NAME LIST:
ROLE:
COMPLAINANT ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 245-8588
BUSINESS PHONE: 561 886-7628
OTHER ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 4855 TECHNOLOGY WY BOCA RATON FL 33431 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE:561 988-8984
BUSINESS PHONE: 561 000-0000
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
ARRESTEE KIMBERLY MORAN DOB: 10/24/1972
SEX: F RACE: W HT: 505 WT: 135 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 6362 LAS FLORES DR APT. 4 BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

ROLE:
OTHER ROLE NO. 4

NAMES	LAST	FIRST	MIDDLE	J/S	R/S	DOB
REAL...	SIMON	PAMELA			W F	

ADDRESS	NO.	STREET	SFX	DIR	APT#	CITY	ST	ZIP
BUSINESS	950	MICHIGAN	AV	N	2603	CHICAGO	IL	60035

PHONE #S	HOME	OTHER	BUSINESS
	000 0000	000 0000	(312) 819 7474

ROLE:
OTHER ROLE NO. 5

NAMES	LAST	FIRST	MIDDLE	J/S	R/S	DOB
REAL...	IANTONI	JILL			W F	

ADDRESS	NO.	STREET	SFX	DIR	APT#	CITY	ST	ZIP
BUSINESS	2101	MAGNOLIA	LA			HIGHLAND PARK	IL	60035

PHONE #S	HOME	OTHER	BUSINESS
	(847) 831 4915	000 0000	(312) 804 2318

ROLE:
OTHER ROLE NO. 6

NAMES	LAST	FIRST	MIDDLE	J/S	R/S	DOB
REAL...	FRIEDSTEIN	LISA	S		W F	

ADDRESS	NO.	STREET	SFX	DIR	APT#	CITY	ST	ZIP
BUSINESS	2142	CHURCHILL	LA			HIGHLAND PARK	IL	60035

PHONE #S	HOME	OTHER	BUSINESS
	(847) 877 4633	000 0000	(312) 000 0000

OFFENSE INDICATOR: OFFENSE 1 VICTIM NUMBER: 1
VICTIM TYPE: UNKNOWN
RESIDENCE TYPE: NOT APPLICABLE RESIDENCE STATUS: NOT APPLICABLE

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PALM BEACH COUNTY SHERIFF'S OFFICE
CASE NO. 13097087 OFFENSE REPORT PAGE 3
CASE NO. 13097087
DISPOSITION: OPEN

EXTENT OF INJURY: NONE
INJURY TYPE(1): NOT APPLICABLE
INJURY TYPE(2): NOT APPLICABLE
VICTIM RELATION: NOT APPLICABLE

ON 071513, I RESPONDED TO THE DISTRICT VII SUBSTATION LOCATED AT 17901 SOUTH STATE ROAD 7, UNINCORPORATED BOCA RATON, FLORIDA IN REFERENCE TO A REPORT OF FRAUD.

UPON ARRIVAL, I MADE CONTACT WITH THE COMPLAINANT INSIDE OF THE DISTRICT VII LOBBY. THE COMPLAINANT VERBALLY IDENTIFIED HIMSELF AS ELLIOT I. BERNSTEIN. ELLIOT STATED THAT SINCE SEPTEMBER OF 2012 THERE HAVE BEEN SEVERAL FRAUDULENT AND FORGED DOCUMENTS THAT HAVE BEEN FILED IN THE SOUTH COUNTY COURTHOUSE LOCATED AT 200 WEST ATLANTIC AVENUE, DELRAY BEACH, FLORIDA. ELLIOT ADVISED THAT THESE FRAUDULENT/FORGED DOCUMENTS WERE FILED WITH THE SOUTH COUNTY COURTHOUSE TO MISAPPROPRIATE ASSETS ILLEGALLY FROM THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN (DECEASED PARENTS). ELLIOT TOLD ME THAT THESE DOCUMENTS WERE PREPARED AND EXECUTED BY ATTORNEYS DONALD TESCHER AND ROBERT SPALLINA OF TESCHER AND SPALLINA AND THAT THESE DOCUMENTS WERE FOR POWER OF ATTORNEY OVER THE TWO (2) ESTATES WHICH WERE VALUED BETWEEN 20 TO 50 MILLION DOLLARS. ACCORDING TO ELLIOT, HIS BROTHER, THEODORE STUART BERNSTEIN, ALSO HAD INVOLVEMENT WITH THE FILING OF THESE FRAUDULENT/FORGED DOCUMENTS.

WHILE SPEAKING TO ELLIOT, HE SHOWED ME SEVERAL COURT DOCUMENTS WHICH HE ALLEGED ARE COPIES OF THE FRAUDULENT/FORGED DOCUMENTS THAT WERE FILED AT THE COURT HOUSE. ELLIOT COMPLETED A SWORN WRITTEN STATEMENT AND I COMPLETED A VICTIM/WITNESS CASE INFORMATION FORM IN WHICH ELLIOT WAS GIVEN ALONG WITH COPIES OF HIS FOUR (4) PAGE SWORN WRITTEN STATEMENT.

DUE TO THE MONETARY AMOUNT AND THE ALLEGATIONS THAT WERE MADE REGARDING THE FILING OF FRAUDULENT/FORGED DOCUMENTS AT THE SOUTH COUNTY COURTHOUSE, THIS CASE WILL BE FORWARDED TO THE PBSO FINANCIAL CRIMES DIVISION.

THIS CASE WAS COMPLETED AT THIS TIME FOR DOCUMENTATION PURPOSES ONLY.

D/S B.E. LONGSWORTH/ID 7657/TRANS:072313/ALS
DICT:071613/2115HRS.

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 08/14/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1210 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS CASE, I ATTEMPTED TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE ON BOTH 08/13/13 AND 08/14/13. MESSAGES WERE LEFT FOR HIM TO CONTACT ME ON BOTH NUMBERS PROVIDED IN THE ORIGINAL REPORT. THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
08/14/13 @ 1241 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/15/2013/MDR/#6405

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CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 08/20/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1213 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS INCIDENT, I WAS ABLE TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE. ELLIOT SUPPLIED ME WITH AN E-MAIL WHICH CONTAINED 567 DOCUMENTS WHICH HE STATES ARE PERTINENT TO THIS CASE. I AM CURRENTLY REVIEWING THE DOCUMENTS AND STATEMENT HE PROVIDED. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH ELLIOT IN THE NEAR FUTURE TO GO OVER HIS STATEMENT AND THE DOCUMENTS HE SUPPLIED. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
08/20/13 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/21/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTE RUE OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/25/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

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ON AUGUST 23, 2013 I MET WITH ELIOT BERNSTEIN REFERENCE HIS COMPLAINT. HE STATED THAT DUE TO SOME DOCUMENTS BEING FRAUDULENTLY NOTARIZED A LARGER FRAUD HAS OCCURRED. HE SUPPLIED ME WITH COPIES OF A DOCUMENT TITLED: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE: WAIVER OF SERVICE OF PETITION FOR DISCHARGE: AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, FOR THE ESTATE OF SHIRLEY BERNSTEIN, WHO IS ELIOT'S DECEASED MOTHER.

ELIOT STATED THAT IN THE FIRST PART (BELIEVED TO BE APRIL) OF 2012, HIS FATHER HAD A MEETING WITH HIM AND HIS FOUR SIBLINGS (TED, PAMELA, JILL, & LISA). I HAVE SINCE FOUND OUT THAT THIS WAS A CONFERENCE CALL WHICH TOOK PLACE AT THE OFFICE OF ATTORNEY ROBERT SPALLINA, WHO IS/WAS THE ATTORNEY FOR SIMON AND SHIRLEY BERNSTEIN. IT SHOULD BE NOTED THAT SIMON HAS SINCE PASSED, WHICH OCCURRED ON OR ABOUT SEPTEMBER 13, 2012. AT THIS CONFERENCE CALL, WHICH WAS IN THE FIRST PART OF 2012, SIMON BERNSTEIN REVEALED TO HIS CHILDREN THAT HE WOULD LIKE THEM TO SIGN THE AFOREMENTIONED WAIVER. IT IS BELIEVED THAT THERE WAS ALSO SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT UPON SIMON'S PASSING.

INVESTIGATION REVEALED THAT ALL FIVE CHILDREN AND SIMON SIGNED THE AFOREMENTIONED WAIVER THAT WAS SENT TO THEM BY SPALLINA'S LEGAL ASSISTANT, KIMBERLY MORAN. I SPOKE WITH MORAN ON 09/24/13 AND SHE ADMITTED TO SENDING OUT THE WAIVER AS TOLD TO BY HER BOSS. THE WAIVERS WERE THEN SIGNED AND RETURNED. SIMON'S WAS SIGNED ON 04/09/12 AND ELIOT'S ON MAY 15, 2012. IT WAS FOUND THAT THE OTHER SIBLINGS DID NOT RETURN THEIR DOCUMENT FOR SEVERAL MONTHS. MORAN STATED SHE HAD TO CONDUCT FOLLOW-UP E-MAILS AND PHONE CALLS TO GET THE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

DOCUMENTS RETURNED. THEY WERE FINALLY RETURNED IN AUGUST AND OCTOBER OF 2012.

MORAN STATED SHE FILED THE DOCUMENTS WITH THE COURT IN OCTOBER OF 2012. SHE RECEIVED A MEMORANDUM FOR JUDGE MARTIN COLIN'S CASE MANAGER, ASTRIDE LIMOUZIN, STATING THE DOCUMENTS WERE NOT NOTARIZED AND THEY NEED TO BE. MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY ONTO ANOTHER COPY OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURTS. WHEN I INTERVIEWED HER ON 09/24/13, SHE STATED SHE DID NOT REALLY HAVE A REASON WHY SHE FORGED THE SIGNATURES, OTHER THAN TO MAYBE SAVE TIME.

I SPOKE WITH LISA AND JILL VIA PHONE ON SEPTEMBER 10, 2013. THEY STATED THAT AS FAR AS THEY KNOW, THE FRAUDULENT NOTARIZATION CHANGED NOTHING WITH THE ESTATE SINCE THEY WILLINGLY AND KNOWINGLY SIGNED THE ORIGINAL DOCUMENTS. THEY STATED THAT THEY DO NOT WISH TO PURSUE ANYTHING CRIMINALLY . I SPOKE WITH TED ON 09/24/13. HE ALSO STATED THAT THE MISTAKE DID NOT AFFECT THE ESTATE AND DOES NOT WISH TO PURSUE ANYTHING CRIMINALLY. TO DATE PAMELA HAS NOT RESPONDED TO MY PHONE MESSAGES OR E-MAILS.

D/S MARK BEREY WAS PRESENT DURING MY INTERVIEWS WITH MORAN, TED, AND SPALLINA. WE SPOKE TO MORAN ALONE. THE INTERVIEW WAS RECORDED. SHE ADMITTED TO MAKE A POOR DECISION, BUT STATED SHE DID NOT BENEFIT FINANCIALLY FROM HER ACTIONS. WE ALSO SPOKE WITH SPALLINA ALONE. SPALLINA STATED HE WAS NOT AWARE OF MORAN'S ACTIONS UNTIL SHE TOLD HIM. MORAN STATED SHE WAS MADE AWARE THAT OTHERS HAD CAUGHT ONTO WHAT SHE DID ONCE SHE RECEIVED NOTICE FROM THE GOVERNOR'S OFFICE, NOTARY EDUCATION DIVISION. ELIOT FILED A COMPLAINT ON HER WITH THE STATE. I WAS SUPPLIED WITH A COPY OF THE COMPLAINT AND CORRESPONDENCE BY ELIOT. I ALSO SPOKE WITH ERIN TUPER MAKING HER AWARE OF MY INVESTIGATION. ELIOT SUPPLIED A SWORN WRITTEN STATEMENT TO THE ORIGINAL REPORTING DEPUTY, STATING THAT HE WISHES TO PURSUE CRIMINAL CHARGES. ELIOT ALSO TOLD ME HIMSELF THAT HE WISHES TO PURSUE CHARGES ANY CRIMINAL WRONGDOINGS IN THIS CASE. IN SPEAKING WITH SPALLINA, WE FOUND THAT THE DOCUMENT IN QUESTIONS CHANGES THE INHERITANCE OF PERSONAL PROPERTY IN THE ESTATE OF SHIRLEY BERNSTEIN FROM SIMON AND SHIRLEY'S CHILDREN TO THEIR GRANDCHILDREN.

D/S BEREY AND I ALSO REVIEWED ALL E-MAILS AND ATTACHMENTS (MAINLY COURT DOCUMENTS) SUPPLIED BY ELIOT. WE FOUND THAT MOST OF THE INFORMATION WAS RELATED TO THE ONGOING CIVIL CASE INVOLVING THE TRUSTS AND ESTATES OF SHIRLEY AND SIMON BERNSTEIN. THE ONLY CRIMINAL WRONGDOINGS FOUND ARE THE AFOREMENTIONED FRAUDULENTLY NOTARIZED DOCUMENTS.

IT SHOULD BE NOTED THAT ON 9/25/13 ELIOT'S WIFE, CANDICE BERNSTEIN CALLED ME AND MENTIONED THAT SHE WAS FEELING A CONCERN FOR THE SAFETY OF HER AND ELIOT. SHE STATED IT IS JUST A FEELING SHE HAD DUE TO RISING TENSIONS IN THIS ONGOING COURT BATTLE. I ASKED HER IF ANYONE HAS THREATENED HER OR HER HUSBAND AND SHE SAID NO, JUST PEOPLE INVOLVED KNOW PEOPLE WHO HAVE HIGH INFLUENTIAL

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ABILITIES. ELIOT WOULD NOT ELABORATE, BUT DID STATE THAT HE HAS ONGOING FEDERAL COURT BATTLES AND BELIEVES HE IS BEING TARGETED BY PEOPLE DUE TO HIS PATENTS AND INVENTIONS. AT THIS TIME, I HAVE NO EVIDENCE TO SHOW THEY ARE IN ANY HARM'S WAY REGARDING MY INVESTIGATION OR GENERALLY SPEAKING.

BASED ON THE FACTS AND FINDINGS OF THIS INVESTIGATION, I FIND PROBABLE CAUSE FOR THE ARREST OF MORAN FOR CRIMINAL ACTIONS UNDER THE COLOR OF LAW OR THROUGH USE OF SIMULATED LEGAL PROCESS, F.S.S. 843.0855 (3), DUE TO THE FACT THAT SHE DID WILLINGLY AND KNOWINGLY SIMULATE A LEGAL PROCESS OF A LEGAL DOCUMENT REGARDING PERSONAL PROPERTY, KNOWING THAT THE DOCUMENT CONTAINED FRAUDULENT SIGNATURES. THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704
09/25/13 @ 1433 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/25/2013/MD/#6405

Confidential Attorney Client Communication Privileged Attorney Work Product

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 13097087 SUPPLEMENT 4 O F F E N S E R E P O R T CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTE PUR OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/27/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1213 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D
..

THIS CASE WAS FILED WITH THE PALM BEACH COUNTY STATE ATTORNEY'S OFFICE ON 09/27/13. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
09/27/13 @ 1311 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/30/2013/MDR/#6405

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Confidential Document

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 13097087 SUPPLEMENT 5 O F F E N S E R E P O R T CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/08/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1210 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D
..

ON 10/07/13 I RECEIVED AN E-MAIL FROM THE STATE ATTORNEY'S OFFICE STATING THEY HAVE REVIEWED THE CASE AND CHARGES WILL BE FILED. ON 10/08/13 I SPOKE WITH ELIOT AND MADE HIM AWARE OF MY FINDINGS IN THIS CASE. HE ALSO SUPPLIED ME WITH NEW COURT DOCUMENTS, WHICH WERE FORWARDED TO THE SAO. THIS CASE REMAINS OPEN.
DETECTIVE RYAN MILLER #7704
10/08/13 @ 1033 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 10/08/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 6 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: CLEARED BY ARREST
911: DIVISION: DETECTIVE
IMPRSNTE FUR OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/29/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/25/13 KIMBERLY MORAN TURNED HERSELF IN REFERENCE A CAPIAS ISSUED IN THIS CASE. THIS CASE IS NOW CLEARED BY ARREST.
DETECTIVE RYAN W. MILLER #7704
10/29/13 @ 1505 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 10/30/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL

- ☐ 119.071(2)(c) Active criminal intelligence/active criminal investigative information
- ☐ 119.071(2)(e) Confession
- ☐ 365.171(15) Identity of 911 caller or person requesting emergency service
- ☐ 119.071(2)(d) Surveillance techniques, procedures, and personnel; inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations
- ☐ 119.071(2)(l) Assets of crime victim
- ☐ 119.071(5)(a)(5) Social security numbers held by agency
- ☐ 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency
- ☑ 395.3025(7)(a) and/or 456.057(7)(a) Medical information
- ☐ 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC
- ☐ 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology
- ☐ 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints)
- ☐ 119.071(2)(f) Confidential Informants
- ☐ 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed
- ☐ 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense
- ☐ 985.04(1) Juvenile offender records
- ☐ 119.0712(2) Personal information contained in a motor vehicle record
- ☐ 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency
- ☐ 394.4615(7) Mental health information
- ☐ 119.071(4)(c) Undercover personnel
- ☐ 119.071(4)(d)(1) Home address, telephone, soc. security #, photos of active/former LE personnel, spouses and children

☐ Other:

Case No:12-121312	Tracking No.: n/a	Clerk Name/ID: Hall/9205	Date: 1/31/2013

Revised 03/04/2011

01/31/2013 12:06 5618883183 CENTRALRECORDS #2517 P.001/004

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 12121312 O F F E N S E R E P O R T CASE NO. 12121312
DISPOSITION: ZULU
DIVISION: ROAD PATROL

POLICE SERVICE CALL * * *
SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 09/13/12 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 8626 NAME: HAUGH VINCENT ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 12344 MELROSE WY BOCA RATON FL 33428 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 000-0000
OTHER ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 886-7627
BUSINESS PHONE: 561 000-0000
OTHER RACHEL WALKER DOB: 03/05/1984
SEX: F RACE: W HT: 508 WT: 130 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 99 SE MIZNER BD BOCA RATON FL 33434 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER MARITZ UCCIO DOB: 04/23/1966
SEX: F RACE: W HT: 502 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LYONS HEAD LA BOCA RATON FL 33496 HOME PHONE:561 305-2999
BUSINESS PHONE: 561 000-0000
OTHER LISA FRIEDSTEIN DOB: 03/15/1967
SEX: F RACE: W HT: 501 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 2142 CHURCHILL LA HIGHLAND IL 60035 HOME PHONE:847 877-4633
BUSINESS PHONE: 561 000-0000
..

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

ON 9/13/12 AT 1211 HOURS, I RESPONDED TO 7020 LYONS HEAD LANE, UNINCORPORATED BOCA RATON, FL., AND MET WITH TED BERNSTEIN AND HIS SISTER AND BROTHER, LISA FRIEDSTEIN AND ELLIOT BERNSTEIN, IN REFERENCE TO A POLICE ASSIST. TED ADVISED HIS FATHER, SIMON BERNSTEIN WAS TAKEN TO DELRAY COMMUNITY HOSPITAL AT 1000 HOURS ON 9/12/12 AND PASSED AWAY AT 0100 HOURS ON 9/13/12. HE EXPLAINED WHILE AT THE HOSPITAL HE WAS ADVISED BY SIMON'S CARETAKER, RACHEL WALKER THAT SIMON'S LIVE-IN GIRLFRIEND, MARITZA PUCCIO MIGHT HAVE PROVIDED SIMON WITH A LARGER THEN PRESCRIBED DOSE OF HIS [redacted] MEDICATION AS WELL AS ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS, WHICH COULD OF CAUSED HIS DEATH. HE SAID HE VOICED HIS CONCERNS TO THE DOCTORS AT DELRAY COMMUNITY HOSPITAL BUT THEY ADVISED THERE DID NOT APPEAR TO BE ANY SUSPICIOUS CIRCUMSTANCES SURROUNDING SIMON'S DEATH AND THEY WOULD NOT BE CONDUCTING AN AUTOSPY. TED CONTACTED BOTH A PRIVATE COMPANY AND THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE REGARDING HAVING AN AUTOSPY CONDUCTED. BOTH ADVISED HE SHOULD CONTACT THE PALM BEACH COUNTY SHERIFF'S OFFICE.

AFTER SPEAKING WITH TED, I SPOKE WITH RACHEL. RACHEL STARTED BY TELLING ME THAT SIMON SUFFERED FROM SEVERAL AILMENTS TO INCLUDE, [redacted] AND HE HAD [redacted] APPROXIMATELY 2 YEARS AGO, WHICH WAS ONE OF SEVERAL [redacted]. SIMON WAS RECENTLY PLACED ON [redacted] FOR THE [redacted], WHICH SHE SAID EFFECTED HIS MENTAL FACULTIES. RACHEL ADVISED WHEN SHE ARRIVED AT SIMON'S HOUSE AT 0830 HOURS ON 9/12/12, SHE FOUND SIMON LYING ON THE COUCH IN THE LIVING ROOM. HE WAS AWAKE AND BREATHING BUT HE HAD A VERY LOW HEART BEAT AND WAS UNAWARE OF HIS SURROUNDINGS. RACHEL SAID SHORTLY AFTER HER ARRIVAL MARITZA RETURNED HOME. THEY HAD A BRIEF ARGUMENT OVER WHETHER OR NOT THEY SHOULD BRING SIMON TO THE HOSPITAL AS RACHEL SAYS MARITZA DID NOT BELIEVE HE NEEDED TO GO TO THE HOSPITAL AT THIS TIME. RACHEL SAID THAT SHE FINALLY TOLD MARITZA THAT SHE WAS GOING TO TAKE HIM TO THE HOSPITAL BY HERSELF. SHE SAID SHE LEFT THE HOUSE APPROXIMATELY 1000 HOURS FOR THE HOSPITAL. RACHEL WENT ONTO TELL ME THAT MARITZA PROVIDED SIMON WITH ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS ON THE NIGHT OF 9/8/12. SHE ALSO SAID SIMON WAS PRESCRIBED 100 [redacted] PILLS ON 9/7/12 AND SHE BELIEVE THAT MARITZA WAS PROVIDING SIMON WITH LARGER THEN PRESCRIBED DOSES OF [redacted]. RACHEL TOLD ME SHE BELIEVED THERE WERE ONLY 30 PILLS LEFT IN THE BOTTLE AT THE TIME OF SIMON'S DEATH. I LATER COUNTED THE BOTTLE OF [redacted]. THERE WERE 90.5 PILLS IN THE

printed by Employee Id #: 9205 on January 31, 2013 12:03:53PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.
IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER [redacted] SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARTIZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.
HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR [redacted] FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO [redacted] WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND [redacted] WAS EMAILED.
THIS REPORT IS FOR INFORMATION PURPOSES.
D/S HAUGH #8826
TRANS: 9/14/12 DG#4495
DICT: 9/13/12 @ 1700 HRS.

printed by Employee Id #: 9205 on January 31, 2013 12:03:53PM

EXHIBIT 4 - TRIPP SCOTT CONFLICT LETTER

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

CHRISTINE P YATES
Direct Dial: 954 760 4916
Email: cty@trippscott.com

February 13, 2013

VIA EMAIL
Mr. and Mrs. Eliot Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

Re: Revised Representation and Conflict Waiver

Dear Eliot and Candice:

This letter shall confirm that Tripp Scott, P.A. (hereinafter the "Firm") represents your three children, Joshua Ennio Zander Bernstein, Jacob Noah Archie Bernstein and Daniel Elijsha Abe Ottomo Bernstein (hereinafter collectively referred to as the "Children") as beneficiaries of the Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of any irrevocable trusts created by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006. Enclosed is a revised Retainer Agreement clarifying the scope of this Firm's representation of your children.

The Firm *no longer represents you* in any individual capacity and we have advised you to seek other counsel immediately so your legal rights and interests may be preserved.

In addition, we wish to advise you of this Firm's potential conflict of interest in its prior representation of you and your children. Accordingly, we must obtain your acknowledgement and waiver of this conflict due to the Firm's prior representation of you and consent to our continued representation of your children.

In light of the fact that loyalty is an essential element in a lawyer's relation to a client, Florida's Rules of Professional Conduct (the "Rules") prohibit a lawyer from representing a client if such representation will be "directly adverse" to the interests of another client unless (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation.

The Firm does not believe that the representation of the both of you and your children in connection with your interests as beneficiaries under the Estate of Shirley Bernstein and the Estate of Simon Bernstein and as beneficiaries of any trusts created by Shirley and/or Simon Bernstein adversely affected the Firm's responsibilities to and relationship with you or your children. However, we have mutually agreed that we will discontinue representation of the two of you, and will limit our Firm's representation solely to that of the Children. We have advised you to obtain independent legal counsel, other than the Firm, regarding the representation of your interests, including but not limited to, any claims in connection with Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of the irrevocable trusts created by Simon Bernstein.

To document your acknowledgement to our discontinued representation of you and the revised scope of our representation of the Children in connection with their interests as beneficiaries under the Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of any trusts created by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006, subject to the conditions set forth herein, please execute this letter on the space provided below.

We have not been authorized by you to perform any substantive factual or legal research as to any of your individual claims and we strongly encourage you to retain counsel to do such research and protect your interests.

We agree that this letter may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument, and a legible facsimile copy of this letter and any signatures hereon shall be considered for all purposes as originals.

Very truly yours,

Christine P. Yates

CHRISTINE P. YATES
For the Firm

CPY/jcj

ACKNOWLEDGEMENT AND WAIVER OF CONFLICT

The undersigned acknowledge that Christine P. Yates and Tripp Scott, P.A. represent Joshua Bernstein, Jacob Bernstein and Daniel Bernstein with respect to the matters described above and have discontinued their representation of Eliot Bernstein and Candice Bernstien. We hereby (1) waive any conflict of interest that may have existed due to the Attorneys' representation of us and our children as beneficiaries of the Estate of Shirley Bernstein and the Estate of Simon Bernstein and as beneficiaries of any trusts created by Shirley and/or Simon Bernstein; (2) agree to seek independent legal counsel to represent our interests in the Estate of Shirley Bernstein, the Estate of Simon Bernstein and as beneficiaries of the trusts created by Shirley and/or Simon Bernstein; and (3) acknowledge and consent to the continued representation by Tripp Scott, P.A. of Joshua Ennio Zander Bernstein, Jacob Noah Archie Bernstein and Daniel Elijsha Abe Ottomo Bernstein as beneficiaries of the Estate of Shirley Bernstein, the Estate of Simon Bernstein, as beneficiaries of any trusts created by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006.

Eliot Bernstein, individually and as
as natural guardian of Joshua Bernstein,
Jacob Bernstein and Daniel Bernstein

Candice Bernstein, individually and as
as natural guardian of Joshua Bernstein,
Jacob Bernstein and Daniel Bernstein

TRIPP SCOTT, P.A.
110 S.E. 6TH STREET, 15TH FLOOR
FORT LAUDERDALE, FL 33301
(954) 525-7500

RETAINER AGREEMENT
Representation of the minor Children of Eliot Bernstein as Beneficiaries of the Estates of Shirley and Simon Bernstein; as Beneficiaries of any Trusts created under the Will or Revocable Trust of Shirley or Simon Bernstein; and as Beneficiaries of the 2006 Irrevocable Trusts created by Simon Bernstein

We are pleased that you have asked Tripp Scott, P.A. to provide legal services in connection with the above listed matter. The purpose of this agreement is to set forth our mutual understanding regarding the basis upon which we have agreed to undertake such representation.

FEES

We will provide our legal services on the basis of hourly rates in effect at the time the legal services are rendered. Those rates currently range up to $425.00 per hour for attorneys, with paralegals billing at a rate of up to $160.00 per hour. Law clerks are billed at the rate of $110.00 per hour. My time is currently billed at $350.00 per hour. If other attorneys or professionals in the firm work on this matter, their time will be billed on the basis of their hourly rate as well. All of the above rates are for the current calendar year and are subject to change thereafter. Unless otherwise specified, any additional services requested to be provided by our firm beyond the scope of the above matter will be billed to you in accordance with our hourly rates in effect at the time those services are rendered, and subject to the terms set forth in this agreement. Please note that telephone calls are billed at a minimum of two-tenths (0.20) of an hour no matter how short its duration. Additionally, client understands that our representation may involve the discussion of tax and property issues of the client and certain options may be discussed, or a plan entertained, that is not implemented. This time is considered billable and payment is expected upon service.

In connection with your estate planning, you agree to pay us a retainer in the amount of **$0.00.** You will receive monthly statements and said fees will be credited from your retainer balance. You understand that the retainer amount stated in this agreement is in no way a guarantee or cap on the amount of legal fees that could be expended and will not be refunded to you in the event our representation is terminated by either you, the client, or the attorney.

COSTS

Costs and expenses that are incurred by Tripp Scott, P.A. on your behalf, including, but not limited to, mailing and postage, telecopy charges, long distance telephone costs, photocopying charges, etc., will be billed to you with our statement for fees on a monthly basis.

In addition to the fee retainer, you agree to deposit with us the sum of $ N/A; to be applied towards costs. The cost deposit is also due upon execution of this agreement. Whenever the costs deposit falls below $0.00, you may be asked to replenish said deposit so that at all times there is a credit balance to apply towards costs expended on your behalf. No other professional will be engaged without your pre-approval.

At the conclusion of our legal services, the balance of the cost retainer, if any, will be refunded to you provided all fees have been paid. You agree that the remaining cost deposit, if any, may be applied to the final fee balance.

BILLING

We ask that you stay current with our office on a monthly basis. However, if a balance remains outstanding with our office for over thirty (30) days, Tripp Scott, P.A., shall have the right to cease work on your file until such time that the balance is paid in full. Additionally, if said fees are not kept current within the thirty (30) day period, we reserve the right to request an additional non-refundable retainer. Tripp Scott, P.A., shall, at its own discretion, have the right to withdraw from representing you in this matter at any time if:

(A) You do not make payments required within thirty (30) days after billing;
(B) You have misrepresented or failed to disclose material facts;
(C) You fail to follow our advice;
(D) A dispute between client and attorney arise which cannot be worked out with a good faith effort and in an amicable way; and
(E) Any other reason as deemed appropriate by the attorney.

To protect our fees and costs until they are paid, it is specifically agreed by you, the client, that the undersigned attorney shall have and is hereby granted all general, possessory and retaining liens and all equitable special and attorney's charging liens upon the client's documents, property (both real and personal, regardless of homestead), or money in the client's possession or money or property in another's possession for the client's benefit for the payment of all sums due under this agreement, and upon property or funds received by you, the client, by settlement, judgment, or otherwise. Any such liens shall also include liens upon the client's interest in any estate, trust, guardianship or other asset held in fiduciary capacity or trust, constructive or otherwise, within the jurisdiction of the court for any balance due, owing and unpaid. Any such liens shall relate back to the date of this agreement and shall be superior in dignity to any other liens subsequent to the date thereof. It is agreed by the client that the attorney will file a lien and a Notice of Lis Pendens with regard to the client's interest in any real property (regardless of homestead as you, the client, expressly have waived your homestead exemption under this agreement) upon which a lien may be claimed.

You agree to pay interest at the rate of 1% per month or 12% per annum on any bill, or portion thereof, which remains unpaid for more than thirty (30) days after billing. Also, client agrees that their file will only be released by the attorney upon payment of all fees and costs due and owing Tripp Scott, P.A.

SPECIAL CONSIDERATIONS FOR BENEFICIARIES

Please be advised, the trustee is generally entitled to pay attorney's fees and costs from the trust assets, but in the event that a claim or defense based upon a breach of trust is made against the trustee, we have the right to seek a pre-hearing order prohibiting the payments. If the order is granted, the trustee must cease using the trust assets to pay attorney's fees and costs and must make those payments personally. Following this pre-evidentiary hearing, the court will determine the merit of the underlying claim or defense of breach of trust at which point the trustee will either be required to refund any payments of costs or fees to the trust, or will be entitled to seek an order permitting a refund of payments made personally by them.

ACCEPTANCE

This agreement is consistent with our understanding of the scope and terms of representation and fees.

Dated: 2/13/13

ELLIOT BERNSTEIN, as Natural Guardian of Joshua Ennio Zander Bernstein, Jacob Noah Archie Bernstein and Daniel Elijsha Abe Ottomo Bernstein

Dated: 2/13/13

CANDICE MICHELLE BERNSTEIN, as Natural Guardian of Joshua Ennio Zander Bernstein, Jacob Noah Archie Bernstein and Daniel Elijsha Abe Ottomo Bernstein

TRIPP SCOTT, P.A.
110 S.E. 6TH STREET, 15TH FLOOR
FORT LAUDERDALE, FL 33301
(954) 525-7500

By: CHRISTINE P. YATES, ESQ.

668885v3 995508.0001

Eliot Ivan Bernstein

From: hotmail_c29fa7bfa63d83c9@live.com on behalf of Marc R. Garber <marcrgarber@gmail.com>
Sent: Thursday, June 13, 2013 11:51 AM
To: Eliot Bernstein
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Regards,

MARC R. GARBER

From: marcrgarber@gmail.com
To: cty@trippscott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
Date: Thu, 13 Jun 2013 11:02:40 -0400

Christine:

I had difficulty sleeping, as I was sorting through our conversation. What troubles me has troubled me in prior situations. Spallina is not the first "bully lawyering" situation I have seen or heard about. "If you scream loud enough and pound the table hard and often, the other side will cave". It troubles me that many times this approach works. Sometimes it becomes a fee and time matter, other situations result in the good lawyer becoming tired of dealing with "hard headed" uncompromising opponent. I have heard some people actually seek out a bully lawyer for these reasons. The reasons include the fact that they win using this approach. Further, and as you implied, with all the time you expended, Spallina gave us very little, in terms of everything; from documents to involvement in the administration.

It truly troubles me that Spallina continues to spin his web of deceit, and I believe this conduct is further circumstantial evidence that "something is very wrong". I am very glad Eliot filed whatever he filed and I do hope he prevails. I also hope Spallina is removed and perhaps punished for all he is doing. It also troubles me that once he learns of your withdrawal, Spallina will celebrate his victory. If I was licensed in Florida, I would take this on pro bono. Simply out of principal, and I would make certain a probate judge learns of Spallina's behavior. Unfortunately, I am not a Florida lawyer. If Eliot is able to get his motions before a probate judge, I hope he asks and you agree to testify as to how Spallina treated you. A judge may take real notice of that testimony.

Thanks,

Marc

Regards,

MARC R. GARBER

Date: Thu, 13 Jun 2013 13:05:50 +0000
From: cty@TrippScott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
To: marcrgarber@gmail.com; iviewit@iviewit.tv; iviewit@gmail.com

Marc, it was nice to speak with you yesterday. As we discussed, the reasons for the the termination of my representation were due to the insufficiency of funds in the trust accounts and the the corresponding increase in litigation that would need to be filed in order to move this case forward. It is always a difficult decision as an attorney to proceed with litigation, using all funds in a trust to do so without a guarantee of results. This leaves the attorney in a difficult position with the trust beneficiary, their client. Also, I was concerned that attorney/client communications via email were being filed in court proceedings by Eliot in his case. I want to be able to be assured that information on behalf of my client's remains confidential.

Thank you again for you time in speaking with me yesterday.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500
Christine T. Yates
Director
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Marc Garber [mailto:marcrgarber@gmail.com]
Sent: Saturday, June 08, 2013 11:15 AM
To: Christine Yates
Subject: Fwd: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Christine please call me about this. Marc Garber. 856 236 6567

---------- Forwarded message ----------
From: "Eliot Ivan Bernstein" <iviewit@iviewit.tv>
Date: Jun 8, 2013 10:12 AM
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
To: "Marc R. Garber, Esquire @ Flaster Greenberg P.C." <marc.garber@flastergreenberg.com>, "Marc R. Garber Esq. @ Flaster Greenberg P.C." <marcrgarber@verizon.net>, "Marc R. Garber Esq." <marcrgarber@gmail.com>
Cc:

What is going on here? Give me a call when you get a sec.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, June 7, 2013 11:57 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: Ibis A. Hernandez
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Candace, first I am glad that you are feeling better Eliot.

I have made no progress with Spallina in regards to obtaining documents and in my last call with him and Mark Manceri, Mr. Spalllina reiterated his position that the mortgage on the property you are currently residing in was what your father wanted, and that any information regarding the trust of your father would have to be addressed to your brother as trustee.

At this time, in order to receive the information you want, I believe you will need to institute legal proceedings against the estate and trust. Since a new course of action will need to be undertaken, at this time, I will be withdrawing as counsel for your children, and believe that you should now hire separate litigation counsel for them. I will be happy to assist your new counsel in providing them with any information and thank you for the opportunity you gave me to assist you.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this e-mail, including attachments to this e-mail, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

SEE EXHIBIT 5 – ELIOT/TED/SPALLINA LETTERS REGARDING THE INSURANCE FRAUD SCHEMES

Eliot Bernstein

From:	Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
Sent:	Thursday, December 6, 2012 9:59 AM
To:	Lisa Friedstein (lisa.friedstein@gmail.com); 'Jill Iantoni'; Eliot Bernstein (iviewit@gmail.com); Eliot Bernstein (iviewit@iviewit.tv); Pamela Simon
Cc:	Ted Bernstein
Subject:	Life Insurance - agreement
Attachments:	Simon Bernstein Irrv Trust-set ag1.pdf

Hello,

Good news; the Heritage Union Life Insurance company is ready to make payment on the policy that insured Dad. There was an exhaustive search for the original trust document from 1995, which is the beneficiary of the policy owned by Dad. Since we have not been able to locate it, the attached agreement will permit the insurance company to make payment to a Trust account that will then distribute the proceeds in equal parts to the 5 of us. Robert Spallina recommended that I distribute this document so it can be reviewed by each of you, signed and then it can be submitted to the carrier. Please sign the document where applicable. Then email to me the signature page and Fedex the original to Robert Spallina's office. Once we have all signatures, the carrier should release proceeds quickly.

TESCHER & SPALLINA, P.A.
Boca Village
Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, Florida 33431

Call me with any questions.

Ted

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561 988 0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
This communication (including attachments) may contain privileged and confidential information intended only for the recipient(s) named above. If you are not the intended recipient(s), you are hereby notified that any viewing, copying, dissemination or distribution of this communication is prohibited and may be subject to legal action. Please contact the sender immediately by reply e-mail and delete all copies of the original message.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this _____ day of _____, 2012, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"TED", as defined herein, refers to and means Ted S. Bernstein an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"PAM", as defined herein, refers to and means Pamela B. Simon an individual residing in Chicago, Illinois, her heirs, successors and/or assigns.

"ELIOT" as defined herein, refers to and means Eliot I. Bernstein, an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"JILL" as defined herein, refers to and means Jill M. Iantoni, an individual residing in Highland Park, Illinois, her heirs, successors and/or assigns.

"LISA" as defined herein, refers to and means Lisa S. Friedstein residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"ALLY" as defined herein, refers to and means Alexandra L. Bernstein residing in White Plains, New York, an individual, her heirs, successors and/or assigns.

"ERIC" as defined herein, refers to and means Eric D. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MICHAEL" as defined herein, refers to and means Michael A. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MOLLY" as defined herein, refers to and means Molly N. Simon residing in Chicago Illinois, an individual, her heirs, successors and/or assigns.

"THE ELIOT CHILDREN" as defined herein, refers to and means Joshua, Jacob and Daniel Bernstein residing in Boca Raton, Florida, all individual(s), their heirs, successors and/or assigns.

"THE JILL CHILD" as defined herein, refers to and means Julia Iantoni residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"THE LISA CHILDREN" as defined herein, refers to and means Max and Carley Friedstein residing in Highland Park, Illinois, an individual(s), both heirs, successors and/or assigns.

DEFINITIONS

"Agreement", as defined herein, refers to and means, this Settlement Agreement and Mutual Release.

"Party" or "Parties", shall refer to and mean an individual defined above whom shall sign on and be bound by this Settlement Agreement, and Parties shall refer to the individuals collectively.

"Trust", as defined herein refers to and means the Simon L. Bernstein Irrevocable Insurance Trust dtd 6/21/95.

RECITAL'S

WHEREAS, the Parties are all of the children and grandchildren of the marriage of Simon L. Bernstein and Shirley Bernstein;

WHEREAS, Simon L. Bernstein established the Trust in 1995 for the benefit of his wife,

Shirley Bernstein, and their children, the Parties;

WHEREAS, Shirley Bernstein predeceased Simon L. Bernstein, and Simon L. Bernstein passed away on September 13, 2012;

WHEREAS, after a diligent search by the Parties, an executed copy of the Trust can not be found;

WHEREAS, the Trust is the beneficiary of life insurance policy number 1009208 issued by Heritage Union Life Insurance Company (the "Insurer") on the life of Simon L. Bernstein (the "Policy");

WHEREAS, the Parties desire to achieve the intent of Simon L. Bernstein on or about the date of the Trust and resolve any and all disputes and controversies that have arisen or may arise regarding the distribution of the death benefit proceeds of the Policy.

WITNESSETH

NOW THEREFORE, in consideration of the following covenants, promises and obligations, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged; it is agreed by and between the Parties as follows:

COVENANTS

1. TED is appointed and hereby accepts the appointment to act as Trustee of the Trust.
2. That TED, as Trustee, shall open a bank account in the name of the Trust (the "Trust Account").
3. That TED, as Trustee shall deposit or direct the Insurer to deposit the death benefit proceeds of the Policy into the Trust Account.
4. That TED, as Trustee, shall pay expenses of the Trust including the cost of filing a tax return from the proceeds in the Trust Account.
5. That TED, as Trustee, shall distribute all remaining proceeds in the Trust Account equally (in 20% shares) to each of TED, PAM, ELIOT, JILL and LISA.

6. That TED, as Trustee, upon completing the distribution in ¶5 above and the filing of the tax return contemplated in ¶4 above shall close the Trust Account.

7. Upon receipt of the Settlement Agreement executed by all Parties and upon fulfillment of all of the covenants and obligations contained in ¶1 through ¶6 above, TED, PAM, ELIOT, JILL, AND LISA, ALLY, ERIC, MICHAEL, MOLLY, THE ELIOT CHILDREN, THE JILL CHILD AND THE LISA CHILDREN and each of them in their own individual capacity, shall respectively acquit, release, and forever discharge TED, both individually and as Trustee, and each and every other Party from any and all claims, demands, liabilities, obligations, causes and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected by each of them, which each of them now owns or holds or at any time heretofore owned or held as against each other arising out of any matter related to or associated with the Policy and/or the Trust, and without limiting the generality of the foregoing, all claims, demands, liabilities, obligations, causes and causes of action arising out of or in any way connected with: a) the receipt of the death benefit proceeds of the Policy by the Trust; b) arising out of or in any way connected to the operation and management of the Trust, or the actual terms of the Trust in the event it should be located subsequent to the date of this Agreement regardless as to whether all of the covenants and obligations of this Agreement have been executed to completion.

8. All demands and notices given hereunder shall be sent by mail addressed to the respective Parties with a copy to David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210.

9. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. All Parties further represent that this Settlement Agreement has been duly executed and delivered.

10. This Settlement Agreement embodies the entire understanding of the Parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Settlement Agreement.

11. If a Party breaches this Settlement Agreement, the breaching Party shall reimburse the non-breaching Parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Settlement Agreement.

12. This Settlement Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Settlement Agreement shall be brought within the exclusive jurisdiction of the State of Illinois; (ii) inure to the benefit of and be binding upon the Parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.

13. All Parties have been represented by counsel, or have had the opportunity to seek the advice of counsel, and if they have sought counsel then such counsel has reviewed this Settlement Agreement and recommended that their respective clients enter into it.

14. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original. Facsimile signatures of the Parties shall as valid and binding as original signatures.

15. Should any provision contained in this Agreement be deemed illegal or unenforceable as a matter of law, the remainder of this Agreement shall remain binding and continue in full force and effect.

16. The signatories state that they have read and understand this Settlement Agreement and that they intend to be legally bound by the same.

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

_____

Witness:_____

Address:

_____

_____

PAMELA B. SIMON

_____

Witness:_____

Address:

_____

_____

LISA S. FRIEDSTEIN

_____

Witness:_____

Address:

_____

ERIC BERNSTEIN

_____

Witness:_____

Address:

_____

MOLLY N. SIMON

_____

Witness:_____

Address:

_____

THE JILL CHILD

_____

Jill Iantoni, Parent

_____

Guy Iantoni, Parent

Address:

_____

ELIOT I. BERNSTEIN

_____

Witness:_____

Address:

_____

_____

JILL M. IANTONI

_____

Witness:_____

Address:

_____

_____

ALEXANDRA L. BERNSTEIN

_____

Witness: _____

Address: _____

_____

MICHAEL BERNSTEIN

_____

Witness:_____

Address:

_____

THE ELIOT CHILDREN

_____

Eliot I. Bernstein, Parent

_____

Candace Bernstein, Parent

Address:

_____

THE LISA CHILDREN

_____

Lisa Frendstein, Parent

_____

Jeffrey Friedstein, Parent

Address:

_____

JAN. 8. 2013 10:13AM NO. 603 P. 1

Reassure America Life
Insurance Company

J. L. McDonald, ALHC, LTCP
Vice President

12750 Merit Drive
Suite 600
Dallas, TX 75251

Telephone (972) 776-8535
Fax (260) 435-8773

January 8, 2013

Mr. Robert Spallina
Attorney at Law
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Re: Simon Bernstein, Dec's
Policy # 1009208

Dear Mr. Spallina:

This will acknowledge your letters the most recent of which is dated December 21, 2012.

In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process the claim.

Please let us know how we may assist you in this process.

Sincerely,

Jim McDonald, ALHC, LTCP
Vice President
Claims Oversight

FAX

To: Robert Spallina
Company:
Fax: 915619977308

From: Kellie Walker
Phone:

NOTES:

Insured Simon Bernstein #1009208

CONFIDENTIALITY
This fax and any attachments are confidential and may also be privileged. If you are not the named recipient, or have otherwise received this communication in error, please notify the sender immediately, and do not disclose its contents to any other person, use them for any purpose, or store or copy them in any medium. Thank you for your cooperation.

Date and time of transmission: Tuesday, January 15, 2013 11:49:30 AM

Number of pages including this cover sheet: 02

Eliot Bernstein

From: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
Sent: Friday, January 18, 2013 6:04 PM
To: 'Jill Iantoni'; Lisa Friedstein (lisa.friedstein@gmail.com); Eliot Bernstein (iviewit@gmail.com); 'Pam Simon'
Subject: UPDATE > HERITAGE INSURANCE POLICY

Hello > I hope everyone is well.

Heritage Life Insurance company has made a decision concerning dad's life insurance policy. They will require a court order to pay the proceeds, based on the large face amount of the policy ($1.7MM). They have sent a letter to Robert Spallina. The letter was sent by a senior attorney within the company. It is short and to the point.

From here, this should be simple and straightforward. Assuming that we (5 children) agree to create an agreement, we will need to hire a Palm Beach attorney to draft the agreement that will be submitted to the judge. It is my understanding that the agreement can be drafted to reflect our agreement to split the proceeds among the 5 of us or in such a way that would enable one or more of us to effectively refuse our individual share in favor of our children. I am not sure, but I believe that disclaiming our share in favor of our children will put that share at risk of creditors of dad's estate. Seems to me that we should do whatever we can to keep the proceeds out of the reach of potential creditors.

As the successor trustee of the trust that cannot be found, I will be happy to act as trustee of a trust that would receive the proceeds under the new agreement, created by us. Once the court order is issued, the insurance company should pay quickly and I will distribute the proceeds immediately.

Please let me know that you will agree to be a party to the agreement between us (and possibly the grandchildren who will need to acknowledge and agree to the language). If you could do that in the next day or so, we can then decide the most cost effective way to get the agreement created and submitted. It makes no sense at this point to leave the proceeds at the insurance company.

Call me with any questions or maybe we should establish a call between the 5 of us.

Take care...

Ted

Eliot Ivan Bernstein

From: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
Sent: Tuesday, January 22, 2013 5:14 PM
To: 'Pam Simon'
Cc: Lisa Friedstein; Jill Iantoni; Christine Yates; Eliot Bernstein Ivan
Subject: RE: Heritage Policy

I believe we do, just waiting on Eliot and Christine for the time.

From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Tuesday, January 22, 2013 3:26 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Jill Iantoni; Christine Yates; Eliot Bernstein Ivan
Subject: Re: Heritage Policy

hi all - do we have a thursday time and call in number ? trying to maneuver my calendar? thanks pam

On Jan 22, 2013, at 12:33 PM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

Robert,

We are in the midst of arranging a phone call between myself, Pam, Eliot, Christine Yates, Jill and Lisa. We were hoping to have that call today but Christine cannot make it until Thursday. I think it is imperative for this call to occur prior to anything else being done, including your call with their legal department. This way, we can establish whether there is going to be an agreement among the 5 of us, or not.

I completely agree with your assessment below of the options available here.

Please feel free to call me to discuss.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Sunday, January 27, 2013 7:26 PM
To: 'Pam Simon'
Cc: Jill Iantoni; lisa friedstein; Eliot Ivan Bernstein
Subject: RE: DO NOT FORWARD THIS > UPDATE > HERITAGE INSURANCe

Keep in mind that this is the policy that lapsed for more than 6 months and was miraculously re-instated a few months before Dad died. It is in our best interest to get this claim paid as soon as possible.

With that being said, I am going to suggest that we get the agreement we were going to use to the point where it is ready to present to the court. We already have an agreement in existence that simply needs to be tailored to our circumstances. Robert Spallina can clean it up to reflect what we said on Thursday and then it can be reviewed by each person and their legal counsel. The only way this does not make sense is if one or more of us are intending to not be part of an agreement stating that 5 children will be equal beneficiaries. Based on what I heard on Thursday, the only sensible option is to ensure these proceeds are not included in Dad's estate. With an agreement, each of us has the ability to do what is best for his or her family, without impacting anyone else.

This way, the work can begin that needs to be done while we are trying to schedule the call around the 6 of us.

Let me know if you see any reason to wait but tomorrow I will ask Robert Spallina to fit the agreement to our circumstances and begin to circulate it. If anyone is going to use a guardian for their minor child or children, it is probably a good idea to start that process too.

Ted

Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Tuesday, February 5, 2013 1:10 PM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Lisa Friedstein; Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com)
Subject: Eliot Heritage policy Analysis

Tracking:

Recipient	Read
Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)	
Ted Bernstein	
Pamela Beth Simon (psimon@stpcorp.com)	Read: 2/5/2013 1:11 PM
Lisa Friedstein	
Jill M. Iantoni (jilliantoni@gmail.com)	
Jill M. Iantoni (Iantoni_jill@ne.bah.com)	
Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com)	
Marc R. Garber Esq. (marcrgarber@gmail.com)	
Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net)	
Marc R. Garber, Esquire @ Flaster Greenberg P.C.	

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim.

We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage.

Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under {Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the

grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme.

Regards,

Eliot I. Bernstein
Inventor
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end
http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end
http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2
http://youtu.be/OaXys6bImFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3
http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4
http://youtu.be/rUHCZFkro08

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, February 6, 2013 3:49 PM
To: Eliot Bernstein (iviewit@gmail.com)
Cc: 'Pam Simon'; Jill Iantoni; Lisa Friedstein (lisa.friedstein@gmail.com); ROBERT SPALLINA (rspallina@tescherspallina.com)
Subject: Heritage policy

Eliot,

I have pasted your analysis re the Heritage policy below. The email did not get to me, not sure why.

The problem with your analysis is that it is not factually correct and therefore, you are drawing conclusions that are incorrect.

Dad's desires concerning the policy are crystal clear. There has never been a question concerning his desire. He named his irrevocable trust as beneficiary of the policy and he never changed that. He was the owner. He could have changed it as often as he wanted. He never did, not ever.

In 1995, Dad did not have 10 grandchildren. Therefore, it was never his intent, concerning this policy, to leave it to all of his grandchildren.

He chose Robert Spallina and Don Tescher to be his estate and tax attorneys as well as his personal representatives. Robert Spallina has told us on several occasions what Dad's wishes were for this policy. Dad was well aware of this policy. He was intimately aware of who owned it and who he named as beneficiary. When he was considering a life settlement, all of this information was part of those discussions.

As Robert has stated, Heritage's policy when it comes to a lost irrevocable trust, is to not pay the proceeds to the estate. What you are saying here is not correct: *"Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under [Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts"*

You are drawing conclusions for Heritage when you say, "nothing short of the actual 1995 trust document may be sufficient to Heritage." Why don't we let Heritage speak for Heritage, which I believe has already been done?

There is no fraudulent conveyance. These proceeds are not part of Dad's estate, they never were and Heritage has stated they do not intend to pay these proceeds to the estate of a person who clearly did not want them in his estate.

In late July of 2012, Dad executed his planning documents. He could have easily changed the beneficiary of the Heritage policy to be included in his estate. He was the owner, he could have done that with one change form. He did not. If he did not want to be bothered to do it himself, he could have asked Robert, his PR, to do it. People do this every day. Dad did not. Therefore, the proceeds remaining OUT of his estate, NOT payable to his grandchildren (who received everything else), is consistent with Dad's wishes. This policy is not in the domain of his will and trust agreement. To bring proceeds of a life insurance policy into the estate of a man who sold life insurance his entire career would go against everything Dad told every client he ever sold life insurance to during his career. It is unimaginable.

Therefore, the economic analysis is not correct. It simply is not necessary to address as it was never an option in this scenario.

This needs to be brought to resolution. Not only is it simple, it is black and white. Is your counsel involved in this matter for you? If so, has she spoken with Robert and communicated what you have said?

We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

Eliot Bernstein

From: Robert Spallina <rspallina@tescherspallina.com>
Sent: Friday, February 8, 2013 8:41 PM
To: Pam Simon
Cc: Eliot Bernstein; Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Christine P. Yates ~ Director @ Tripp Scott
Subject: Re: Heritage Policy

The law does not REQUIRE a trust to pay proceeds. The terms of lost wills and trusts are routinely proved up through parole evidence. The lawyer I spoke with at Heritage told me that this happens once every ten days and the estate is rarely if ever the beneficiary of the proceeds on a lost trust instrument. I have NEVER heard of proceeds being paid to the probate court.

Your father changed himself to the owner of the policy because he wanted to have the RIGHT to change beneficiaries despite the fact that it causes inclusion of the proceeds in his estate for estate tax purposes. Very near to his death he requested beneficiary change forms but never actually changed the beneficiaries. I will give you one guess who he thought of including and it was none of his grandchildren. I counseled him not to do this and the form was never executed.

As for your father's intent, that is the most important thing and the court will always look to carry that out. The fact that he changed his dispositive documents to include only his grandchildren lends credibility to the fact that he intended that the insurance proceeds would go to his five children. He knew that the trust provided for his children some of whom he knew needed the money. Additionally we had a conference call prior to his death with all of you where he discussed his plans regarding his estate and your mother's estate with all of you. This should be of no surprise to anyone.

Bottom line is that we do not need to have the trust for the carrier to pay the proceeds. The carrier is looking for a court order to pay them to a successor trustee who will distribute them among the beneficiaries.

I do not and have never had a copy of the policy.

Lets stop making this more difficult than it is. Your father told me that the trust provided that the proceeds were going to his children. Pam saw him execute the trust with the same attorney that prepared her own trust a copy of which I have and will offer up to fill in the boilerplate provisions. We have an SS-4 signed by your mother to obtain the EIN. There is not one shred of evidence that the trust was terminated which is the only circumstance that would require payment of the proceeds to the estate.

The fact that your father requested change forms prior to death and didn't execute them speaks to the existence of the trust and that he intended that you all receive an equal share of the proceeds.

I hope that this helps to guide you and unite you in your decision.

Have a nice weekend.

Sent from my iPhone

On Feb 8, 2013, at 7:41 PM, "Pam Simon" <psimon@stpcorp.com> wrote:

Yad - bad news - we don't have copies of the policy - dad probably took it when he emptied his office / probably the trust too! The carrier seems to be the only one with a copy. As to the other items, we should do a call cause the premise is off. Have a good weekend.
Pam

On Feb 8, 2013, at 5:48 PM, "Eliot Bernstein" <iviewit@gmail.com> wrote:

> Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's provisions respecting how death benefit proceeds are dealt in situations where a beneficiary designation fails. This is a simple request. You and Pam indicated that you each have a copy of the policy. Robert said he has a copy of the policy. PLEASE send a copy to me. I assure you that nothing will transpire until I have reviewed the policy.
> I have been advised that in situations where a beneficiary designation fails, an insurer will in almost all situations pay the proceeds into the probate court and ask the court to determine to whom the proceeds are payable and ask for a release. The position I took in my prior email is clear; that a probate court will likely decide that the proceeds will go to the grand children through the estate and the pour over trust. This analysis troubles you because the Heritage proceeds would thus be considered an estate asset and subject to creditor claims. I understand your concerns. But unless the 1995 trust document is located, and unless the Heritage policy provides otherwise, this is how it most likely will play out.
> Your comments about Dad's desires and his estate planning experience are simply not relevant; however, I could understand that you may wish to make this argument to the probate court. All of the meetings, time and energy being spent trying to come up with a way to convince Heritage to pay the benefits pursuant to what Robert believes the 1995 trust said is wasted energy, unless Heritage agrees to pay the proceeds pursuant to some form of settlement and release agreement. If you want me to even consider such an arrangement, in addition to reviewing the Heritage policy, I will require a letter from Heritage specifically stating that Heritage may make the proceeds payment under such an arrangement. It should be easy to get such a letter if Heritage is willing to consider such an arrangement.
> Now that you know my position, I will respond to your comments respecting my analysis in my prior email. We all know that like you and Pam, Dad spent his career in the insurance business. I also spent years in the insurance business. In fact, Dad was one of the best and most innovated at it. Just look at his and your company's (LIC) web site for confirmation. As an expert, Dad understood all the benefits of designating a trust as the beneficiary under a life policy. You keep the proceeds out of the estate and probate process, and the proceeds are not subject to creditor claims. You and Pam and even I understand these concepts too. So does Mr. Spallina, as an expert estates lawyer. All of us (you, Pam, Robert and me) also know that having the actual trust document is essential to ensuring that the insurance proceeds are actually paid to the trust. The reason why insurers will not make payment pursuant to a missing trust document is that the insured had the right and ability to make changes to the trust document, including the beneficiaries thereunder until the day he died. You commented that Mr. Spallina said it is Heritage's policy not to make payments to an estate in situations where a trust is lost. Is that your experience with insurance companies? Perhaps Heritage's position is that it will pay the proceeds to the court (not the estate) and the judge determines how the proceeds are distributed. My friends in the business tell me that this is precisely

what insurance companies do, albeit through the probate court. That is also why Mr. Spallina included that clause I mentioned in Dad's will, so any such proceeds flow through to Dad's pour over trust as a backup. Most wills include such a clause even though many people employ a trust. Trusts do get lost or are revoked. Beneficiary designations fail for a variety of reasons.

Your comments regarding the many times Dad dealt with the Heritage policy in recent years interests me. In 2012 Dad did redo his estate plan with Mr. Spallina. In the last couple of years Dad and you (and perhaps Robert) dealt with reinstating the Heritage policy and considered a life payment buyout. In all those occasions, Dad could have changed the beneficiaries, but you state he did not. I understand, but fail to see the relevance, based on the above analysis. But because you are in the business and counsel your clients to use trusts, why did you not request a copy of the 1995 trust from Dad during those events? Why didn't Mr. Spallina require that Dad give him a copy during the 2012 estate planning overhaul, and insist on having a copy? Mr. Spallina told us that he and Dad met often and discussed Dad's financial affairs. Mr. Spallina knew and knows that having the actual trust document was essential, and I am find it hard to believe he did not insist on including a copy with Dad's 2012 estate planning documents. If I were Dad's estates lawyer and Dad did not provide me a requested copy, I would have copies of letters requesting the trust document, at the very least to protect myself against any claims. And why did Dad not make sure that you all had copies?

I also find it curious that no one has come forth to state the steps that were taken to locate the 1995 trust. Who took the steps, where did they look, and who did they speak with. I was not permitted to go into Dad's house after he died, so who took the contents of Dad's safe? Who looked at the contents of Dad's safe deposit box?-

You start by stating that Dad did not have 10 Grandchildren in 1995, so it was not his then desire to name them as beneficiaries. But absent the actual trust document, it is possible he named his then living grandchildren. BUT, the 1995 trust document cannot be located, so we will never know.

My fraudulent conveyance analysis is based on the above comments. A creditor would argue that the named beneficiary was the 1995 trust. It was lost. In those cases, insurers pay death benefits to the probate court. The proceeds thus become part of the estate even if the judge decides that the proceeds go through the pour over trust. You are in the insurance business Ted. I am surprised you do not know this. Thus I remain concerned that if Heritage agrees to pay the proceeds in trust pursuant to some form of settlement and release (which is your plan to avoid creditors issues) that a creditors lawyer will seek to reach those proceeds on the fraudulent conveyance theory. Obviously, you and Robert are trying awfully hard to get Heritage to do this for the very reason of avoiding creditors' claims. More facts to help a creditor's lawyer reach the proceeds.

So I would suggest my economic analysis is correct when you consider the law and not just Dad's desires. Again, the law requires an actual trust document, not the concept of a trust. It is required because the trust document can be changed and is the best and only evidence of where the proceeds should go. Unfortunately, Dad intent or desires likely are not relevant. He knew this, which again is why I am shocked that Dad did not give copies to each of you.

Eliot I. Bernstein

Inventor
Iviewit Holdings, Inc. - DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. - FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot
http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end
http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end
http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0

Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Friday, February 8, 2013 6:47 PM
To: Ted Bernstein; Theodore S. Bernstein (TBernstein@lifeinsuranceconcepts.com); Pamela Beth Simon (psimon@stpcorp.com); Lisa Sue Friedstein (lisa@friedsteins.com); Jill Iantoni; Jill M. Iantoni (Iantoni_jill@ne.bah.com); Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com); Irina Roach (idr@trippscott.com)
Subject: Heritage Policy

Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's provisions respecting how death benefit proceeds are dealt in situations where a beneficiary designation fails. This is a simple request. You and Pam indicated that you each have a copy of the policy. Robert said he has a copy of the policy. PLEASE send a copy to me. I assure you that nothing will transpire until I have reviewed the policy.

I have been advised that in situations where a beneficiary designation fails, an insurer will in almost all situations pay the proceeds into the probate court and ask the court to determine to whom the proceeds are payable and ask for a release. The position I took in my prior email is clear; that a probate court will likely decide that the proceeds will go to the grand children through the estate and the pour over trust. This analysis troubles you because the Heritage proceeds would thus be considered an estate asset and subject to creditor claims. I understand your concerns. But unless the 1995 trust document is located, and unless the Heritage policy provides otherwise, this is how it most likely will play out. Your comments about Dad's desires and his estate planning experience are simply not relevant; however, I could understand that you may wish to make this argument to the probate court. All of the meetings, time and energy being spent trying to come up with a way to convince Heritage to pay the benefits pursuant to what Robert believes the 1995 trust said is wasted energy, unless Heritage agrees to pay the proceeds pursuant to some form of settlement and release agreement. If you want me to even consider such an arrangement, in addition to reviewing the Heritage policy, I will require a letter from Heritage specifically stating that Heritage may make the proceeds payment under such an arrangement. It should be easy to get such a letter if Heritage is willing to consider such an arrangement.

Now that you know my position, I will respond to your comments respecting my analysis in my prior email. We all know that like you and Pam, Dad spent his career in the insurance business. I also spent years in the insurance business. In fact, Dad was one of the best and most innovated at it. Just look at his and your company's (LIC) web site for confirmation. As an expert, Dad understood all the benefits of designating a trust as the beneficiary under a life policy. You keep the proceeds out of the estate and probate process, and the proceeds are not subject to creditor claims. You and Pam and even I understand these concepts too. So does Mr. Spallina, as an expert estates lawyer. All of us (you, Pam, Robert and me) also know that having the actual trust document is essential to ensuring that the insurance proceeds are actually paid to the trust. The reason why insurers will not make payment pursuant to a missing trust document is that the insured had the right and ability to make changes to the trust document, including the beneficiaries thereunder until the day he died. You commented that Mr. Spallina said it is Heritage's policy not to make payments to an estate in situations where a trust is lost. Is that your experience with insurance companies? Perhaps Heritage's position is that it will pay the proceeds to the court (not the estate) and the judge determines how the proceeds are distributed. My friends in the business tell me that this is precisely what insurance companies do, albeit through the probate court. That is also why Mr. Spallina included that clause I mentioned in Dad's will, so any such proceeds flow through to Dad's pour over trust as a backup. Most wills include such a clause even though many people employ a trust. Trusts do get lost or are revoked. Beneficiary designations fail for a variety of reasons.

Your comments regarding the many times Dad dealt with the Heritage policy in recent years interests me. In 2012 Dad did redo his estate plan with Mr. Spallina. In the last couple of years Dad and you (and perhaps Robert) dealt with

reinstating the Heritage policy and considered a life payment buyout. In all those occasions, Dad could have changed the beneficiaries, but you state he did not. I understand, but fail to see the relevance, based on the above analysis. But because you are in the business and counsel your clients to use trusts, why did you not request a copy of the 1995 trust from Dad during those events? Why didn't Mr. Spallina require that Dad give him a copy during the 2012 estate planning overhaul, and insist on having a copy? Mr. Spallina told us that he and Dad met often and discussed Dad's financial affairs. Mr. Spallina knew and knows that having the actual trust document was essential, and I am find it hard to believe he did not insist on including a copy with Dad's 2012 estate planning documents. If I were Dad's estates lawyer and Dad did not provide me a requested copy, I would have copies of letters requesting the trust document, at the very least to protect myself against any claims. And why did Dad not make sure that you all had copies?

I also find it curious that no one has come forth to state the steps that were taken to locate the 1995 trust. Who took the steps, where did they look, and who did they speak with. I was not permitted to go into Dad's house after he died, so who took the contents of Dad's safe? Who looked at the contents of Dad's safe deposit box?-

You start by stating that Dad did not have 10 Grandchildren in 1995, so it was not his then desire to name them as beneficiaries. But absent the actual trust document, it is possible he named his then living grandchildren. BUT, the 1995 trust document cannot be located, so we will never know.

My fraudulent conveyance analysis is based on the above comments. A creditor would argue that the named beneficiary was the 1995 trust. It was lost. In those cases, insurers pay death benefits to the probate court. The proceeds thus become part of the estate even if the judge decides that the proceeds go through the pour over trust. You are in the insurance business Ted. I am surprised you do not know this. Thus I remain concerned that if Heritage agrees to pay the proceeds in trust pursuant to some form of settlement and release (which is your plan to avoid creditors issues) that a creditors lawyer will seek to reach those proceeds on the fraudulent conveyance theory. Obviously, you and Robert are trying awfully hard to get Heritage to do this for the very reason of avoiding creditors' claims. More facts to help a creditor's lawyer reach the proceeds.

So I would suggest my economic analysis is correct when you consider the law and not just Dad's desires. Again, the law requires an actual trust document, not the concept of a trust. It is required because the trust document can be changed and is the best and only evidence of where the proceeds should go. Unfortunately, Dad intent or desires likely are not relevant. He knew this, which again is why I am shocked that Dad did not give copies to each of you.

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. - DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. - DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. - FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: RE: Eliot Representation

Robert,

Please move forward as we discussed in the last group phone call in which we decided to have Heritage pay your trust account or a trust that you would act as Trustee. Heritage has stated that they will pay based on a court order showing that there is consensus among the 1995 Trust beneficiaries. Let's get this done.

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot

IVIEWIT

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

EXHIBIT 6 - BLANK COPY OF ALLEGED TRUST

S.B. Lexington, Inc.
(Employer)

EMPLOYEE DEATH BENEFIT PLAN AND TRUST

"PLAN AND TRUST"
BENEFICIARY DESIGNATION

Simon L. Bernstein

(PLEASE PRINT OR TYPE NAME OF MEMBER OR AUXILIARY MEMBER)

I hereby designate, in accordance with the terms of said Plan and Trust as it is or may be amended:

NAME OF BENEFICIARY	RELATIONSHIP
Simon Bernstein Irrevocable Insurance Trust	as Primary Beneficiary
	as Contingent Beneficiary/ies

as the person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and the Adoption Form adopted by my Employer.

Signature: _____ Date: 8-26-95
MEMBER OR AUXILIARY MEMBER

Instructions:

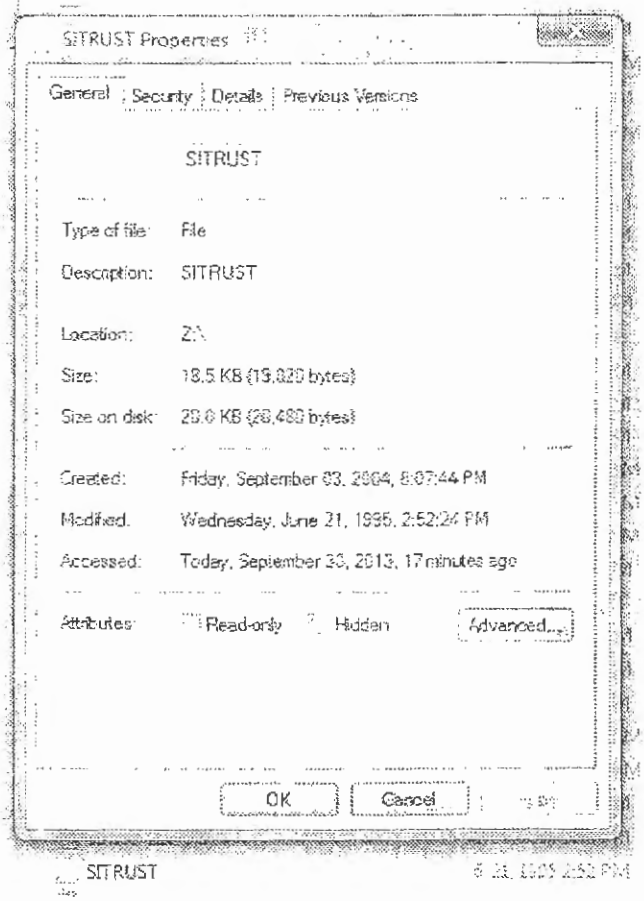
(1) This form should be filed by the Trustee. A photo copy should be retained by the Member or Auxiliary Member.

(2) This recommendation of beneficiary shall be effective upon receipt by the Trustee.

(3) Where more than one beneficiary is designated, the proportion to be paid to each should be indicated, and if desired, provision for a contingent beneficiary if a first-named beneficiary predeceases the Member or Auxiliary Member can be included.

(4) This designation of beneficiary may be changed or revoked at any time by written instruction to the Trustee or by filing a new designation with the Trustee.

(5) This designation of beneficiary shall be disregarded if received by the Trustee after the death of the Member or Auxiliary Member.



SITRUST Date modified: 6/21/1995 2:52 PM Date created: 9/3/2004 8:07 PM Offline status: Online
File Size: 18.5 KB Offline availability: Not available

BT000002

IRREVOCABLE TRUST AGREEMENT

I, Simon L. Bernstein, am entering into this Agreement at Boca Raton, Florida on June 1, 1995 with my wife, Shirley Bernstein, as Trustee. I am transferring to the Trustee $10 and other property and may from time to time again contribute cash or other property to the Trustee. This instrument and the trusts hereby evidenced shall be known as the "Simon Bernstein Irrevocable Insurance Trust, dated June 1, 1995". It is therefore agreed as hereinafter provided.

ARTICLE ONE

1.01 I have caused or will cause the policies of insurance listed in Exhibit A hereto attached to be made payable to the Trustee as Beneficiary hereof. The term "policies" may include annuity contracts, accident policies and any retirement plan or contract under which death benefits can be made payable to the Trustee.

1.02 I or any person may transfer by will or otherwise any other property to the Trustee to be administered a provided in this instrument and may subject the proceeds of any insurance policies to the terms of this instrument by designating the Trustee as beneficiary thereof.

ARTICLE TWO

2.01 This instrument and the Trusts created hereby shall be construed and governed by the laws of Illinois in force from time to time.

ARTICLE THREE

The Trustee shall pay to me during my life the income of the Trust, and such portions of the principle as I may request from time to time by a written instrument delivered to the Trustee; provided, however, that if I become incapacitated the Trustee shall, as long as such incapacity continues, pay such amounts from the income and from principal as the Trustee may deem necessary for the support and education of the Group consisting of my then living children or their descendants and me. The Trustee may make unequal payments which shall not be considered advancements. Any income not thus paid shall be added to the principal of the Trust.

ARTICLE FOUR

4.01 I reserve during my lifetime all rights under any insurance policies held hereunder including the rights to change the beneficiary, pledge or collect the cash surrender values and to receive all dividends. If any policy is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy upon acceptance of such surrender or change of beneficiary by the insurance company. During my lifetime the Trustee shall have no responsibility with respect to any policies except to hold any policies received in safekeeping and to deliver them upon my written request.

4.02 Upon being advised of my death the Trustee shall collect the proceeds of any policy(ies) on my life payable to the Trustee and may exercise any available optional method of settlement.

4.03 Payment to the Trustee shall discharge the liability of the insurance company so paying, which need not see to the application of any payment. The Trustee may compromise claims arising in connection with any policy, and need not engage in litigation to enforce payment without indemnification for any resulting expense.

ARTICLE FIVE

5.01 After my death, the Trustee shall pay such amounts as my personal representative may request in writing for the purpose of paying all or part of the expenses of my funeral, the administration of my estate, my enforceable debts, and federal, state and estate taxes payable by reason of my death.

5.02 In making the payments required under this Article, the Trustee may use proceeds of insurance on my life to the extent other assets are not available but it shall in no event use assets not includable in my gross estate under the Internal Revenue Code.

ARTICLE SIX

6.01 After my death, for purposes of Article Seven, the "Trust Estate" shall consist of the principal together with any accrued and undistributed income of the Trust at the time of my death, plus any property added thereto by my Will or payable to the Trustee by reason of my death, reduced by any gifts herein before made and by the payment of debts admitted and administrative expenses and as provided in Article Five.

ARTICLE SEVEN

7.01 Upon my death, the Trustee shall divide the property

of the Trust into as many separate Trusts as there are children of mine who survive me and children of mine who predecease me leaving descendants who survive me. These Trusts shall be designated respectively by the names of my children. Each Trust shall be administered and distributed in the following manner:

A) The Trustee shall pay from the net income of each Trust such amounts as the Trustee may deem appropriate to anyone or more persons living from time to time of the Group consisting of the Child for whom the Trust is named, that Child's spouse if any and descendants of such Child, and the spouses of any such descendants. The members of this Group are herein referred to as the Income Beneficiaries. Any income not thus paid shall be added to principal.

B) In addition, the Trustee shall pay from time to time to any one or more of the income beneficiaries of each Trust such amounts from the principal of such Trust as the Trustee may deem necessary for their support and education.

C) The Trustee may make unequal payments of income or principal which shall not be considered advancements.

ARTICLE EIGHT

Whenever the termination of any Trust under this instrument, the Trustee is directed to distribute any share of the Trust, except any distribution pursuant to the exercise of the power of appointment, (to any person who is under the age of twenty-five (25) years or is incapacitated, the Trustee shall hold the share of such person hereinafter called the Beneficiary, in a separate Trust for the following purposes:

A) The Trustee shall pay all the net income to the Beneficiary in such amounts of the principal as the Trustee deems necessary for his support and education; provided however, that if and so long as the Beneficiary has not attained majority or is incapacitated, the Trustee may withhold such amounts of income as the Trustee determines not to be necessary for the support and education of the Beneficiary and any amounts thus withheld shall be added to principal.

B) After the beneficiary has attained the age of twenty-five (25) years, he may withdraw all of the principal and accumulated net income of such Trust.

As of the date of this Agreement I currently have five children living, namely: Ted S. Bernstein, Pamela B. Simon, Jill Bernstein, Lisa Bernstein Friedstein, and Eliot Bernstein.

ARTICLE NINE

For purposes under this instrument:

A) Adoption of a child shall have the same effect as if such child had been born to the adopting parents, but only if such child was a minor at the time of the adoption;

B) The word "spouse" includes a widow or widower.

C) Except where distribution is directed to the "descendants per stirpes" of a person, the word "descendants" includes descendants of every degree, whenever born, whether or not a parent or more remote ancestor of such descendant is living. Where distribution is directed to any person's descendants per stirpes who are living at a designated point of time, the stirpes shall begin with the children of such person, whether or not any child of his is then living. "Descendants of my parents" shall include only descendants of the marriage of such parents.

D) A person shall be considered "incapacitated" (1) if and as long as he is adjudicated disabled because he is unable to manage his estate or financial matters or (2) if two doctors familiar with his physical and mental condition certify to the Trustee in writing that the person is unable to transact ordinary business, and until there is a like certification to the Trustee that such incapacity has ended.

E) Where appropriate, words of the masculine gender include the feminine, the words used in a plural or collective sense include the singular and vice versa.

F) The word "Trustee" includes any successor Trustee or Trustees.

G) Except as otherwise provided in this instrument, income accrued or collected but not distributed at the termination of any beneficial interest hereunder shall be treated as if it had accrued or had

collected after the termination of such interest. The Trustee may charge any such income with any accrued taxes, expenses or compensation which it considers proper.

H) In determining what amounts are necessary for the support of any person, the Trustee shall take into account (1) the standard of living to which such person is accustomed; (2) his obligations, if any, to support others; (3) the obligation, if any, and the ability of others to support him; and (4) other income available for his support so far as known to the Trustee

I) Whenever the Trustee deems it to be in the best interests of a beneficiary to whom the Trustee is directed or authorized to pay income or principal, the Trustee may apply such income or principal for the benefit of the beneficiary, of distribute it for the beneficiary's use to anyone with whom the beneficiary is residing, or to his guardian, conservator or near adult relative.

J) In determining whether any testamentary power of appointment has been exercised, the Trustee may rely on an instrument admitted to probate in any jurisdiction as the will on the donee of the power. If the Trustee has no written notice of the existence of such a will within three months after the death of the donee of the power, the Trustee may assume that the donee died intestate. This paragraph shall not limit any right of any person against anyone to whom the Trustee has distributed property in reliance thereon.

K) The term "gross estate" refers to the amount described by this term in the Internal Revenue Code in force from time to time.

L) The word "persons" includes corporations.

M) If any distribution, other than a distribution made pursuant to a power of withdrawal of appointment, is a taxable distribution for generation-skipping tax purposes, the Trustee may, out of the principal of the trust from which the distribution is made, either pay any tax attributable to the distribution or increase the distribution to the extent determined by the Trustee to be sufficient to enable the distributee to pay any such tax. In the event of a taxable termination for generation-skipping tax purposes, the Trustee shall, out of the principal of the Trust or share to which such termination relates, pay any tax attributable to the termination without compensating adjustments.

ARTICLE TEN

In addition to the powers from time to time conferred on the Trustee by the Illinois Trusts and Trustees Act, the Trustee shall have the following powers exercisable in the Trustee's discretion except:

A) To charge or not to charge against income an allowance for depreciation;

B) To receive in cash the proceeds of any policies payable to the Trustee;

C) To make secure or unsecured loans of trust funds to my estate;

D) To borrow money from any source, including but not limited to, the banking department of a successor corporate trustee;

E) If at any time after my death the principal of a trust required to be held under the terms of this Agreement is less than $10,000.00 in value, to distribute the principal and any accrued or undistributed income of the Trust to its income beneficiary, and that Trust shall thereupon terminate, notwithstanding any provisions in this Agreement to the contrary;

F) To purchase insurance policies on my life and as to any insurance policies owned by the Trustee on my life, the Trustee shall have the following additional powers:

1) To continue the policies in force and to pay the premiums thereon out of income and/or principal

2) To obtain the cash surrender value of the policies;

3) To convert the policies to paid-up insurance;

4) To borrow money on the security of the policies for any purpose, including but not limited to, the payment of the premiums thereon, and to mortgage, pledge and assign

the policies for such purposes;

5) To make the Trustee and Trustee hereunder the beneficiary of the policies and to hold the policy proceeds in Trust hereunder;

6) To exercise any and all options and privileges under the policies; and

7) To deal with the policies in any other way the Trustee deems necessary or advisable for the proper management, investment and distribution of the Trusts;

G) When there is a trust under this Agreement and another trust under this Agreement or under another document, each having the same beneficiary or beneficiaries and terms which are substantially identical as to the distribution of income and principal and the same Inclusion Ration, to transfer all of the assets of such Trust under this Agreement to the Trustee or Trustees of the substantially identical Trust, and thereupon such Trust under this Agreement shall terminate;

H) To maximize the value of the GST Exemption which is available to my estate and to segregate by allocation to a separate Trust all or part of any asset in order to reflect a partial disclaimer or differences in tax attributes, consistent with the rules governing such attributes and considering the differences in such attributes and all other factors the Trustee believes pertinent; and

I) To do all other acts to accomplish the proper management, investment and distribution of the Trusts.

ARTICLE ELEVEN

The following provisions shall apply to each trust created by this Agreement:

A) If for any reason Shirley Bernstein does not continue to act as Trustee, David B. Simon is appointed successor Trustee. If for any reason neither of the foregoing individuals nor any successor Trustee appointed as hereinafter provided acts or continues to act as Trustee, a successor Trustee shall be appointed as provided in the Illinois Trusts and Trustees Act and shall be any corporation situated in the United States and authorized under the laws of the United States or of any state thereof to administer Trusts and with capital,

surplus and undivided profits of at least fifty million dollars.

B) If any individual Trustee becomes incapable of properly managing his or her affairs, as determined unanimously by the group consisting of his or her physician and my then living and competent children, that determination shall be deemed to constitute his or her resignation as Trustee.

C) The income beneficiaries of the Trusts or, in the case of any legally disabled beneficiary, a living and competent parent or child, or guardian or conservator if the beneficiary has no living and competent parent or child, may at any time approve the Trustee's accounts, with the same effect as if a court having jurisdiction over the Trusts approve the accounts.

ARTICLE TWELVE

A. The Trustee need not litigate to collect policy proceeds or other property to which the Trustee may be entitled, unless indemnified to the Trustee's satisfaction against all resulting expense and liability.

B. The trustee's receipt and release shall release and discharge an insurance company or other person for payment made and shall bind every beneficiary of the Trusts.

ARTICLE THIRTEEN

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, I and the Trustee have executed this Agreement.

_____

_____

Subscribed and Sworn to before
me this ___ day of _____, 199_.

Notary Public

IRREVOCABLE TRUST AGREEMENT

I, _____, am entering into this Agreement at _____, _____ on _____, 199_ with my wife, _____, as Trustee. I am transferring to the Trustee $10 and other property and may from time to time again contribute cash or other property to the Trustee. This instrument and the trusts hereby evidenced shall be known as the "_____ Irrevocable Insurance Trust, dated _____, 199_". It is therefore agreed as hereinafter provided.

ARTICLE ONE

1.01 I have caused or will cause the policies of insurance listed in Exhibit A hereto attached to be made payable to the Trustee as Beneficiary hereof. The term "policies" may include annuity contracts, accident policies and any retirement plan or contract under which death benefits can be made payable to the Trustee.

1.02 I or any person may transfer by will or otherwise any other property to the Trustee to be administered a provided in this instrument and may subject the proceeds of any insurance policies to the terms of this instrument by designating the Trustee as beneficiary thereof.

ARTICLE TWO

2.01 This instrument and the Trusts created hereby shall be construed and governed by the laws of Illinois in force from time to time.

ARTICLE THREE

The Trustee shall pay to me during my life the income of the Trust, and such portions of the principle as I may request from time to time by a written instrument delivered to the Trustee; provided, however, that if I become incapacitated the Trustee shall, as long as such incapacity continues, pay such amounts from the income and from principal as the Trustee may deem necessary for the support and education of the Group consisting of my then living children or their descendants and me. The Trustee may make unequal payments which shall not be considered advancements. Any income not thus paid shall be added to the principal of the Trust.

ARTICLE FOUR

4.01 I reserve during my lifetime all rights under any insurance policies held hereunder including the rights to change the beneficiary, pledge or collect the cash surrender values and to receive all dividends. If any policy is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy upon acceptance of such surrender or change of beneficiary by the insurance company. During my lifetime the Trustee shall have no responsibility with respect to any policies except to hold any policies received in safekeeping and to deliver them upon my written request.

4.02 Upon being advised of my death the Trustee shall collect the proceeds of any policy(ies) on my life payable to the Trustee and may exercise any available optional method of settlement.

4.03 Payment to the Trustee shall discharge the liability of the insurance company so paying, which need not see to the application of any payment. The Trustee may compromise claims arising in connection with any policy, and need not engage in litigation to enforce payment without indemnification for any resulting expense.

ARTICLE FIVE

5.01 After my death, the Trustee shall pay such amounts as my personal representative may request in writing for the purpose of paying all or part of the expenses of my funeral, the administration of my estate, my enforceable debts, and federal, state and estate taxes payable by reason of my death.

5.02 In making the payments required under this Article, the Trustee may use proceeds of insurance on my life to the extent other assets are not available but it shall in no event use assets not includable in my gross estate under the Internal Revenue Code.

ARTICLE SIX

6.01 After my death, for purposes of Article Seven, the "Trust Estate" shall consist of the principal together with any accrued and undistributed income of the Trust at the time of my death, plus any property added thereto by my Will or payable to the Trustee by reason of my death, reduced by any gifts herein before made and by the payment of debts admitted and administrative expenses and as provided in Article Five.

ARTICLE SEVEN

7.01 Upon my death, the Trustee shall divide the property

of the Trust into as many separate Trusts as there are children of mine who survive me and children of mine who predecease me leaving descendants who survive me. These Trusts shall be designated respectively by the names of my children. Each Trust shall be administered and distributed in the following manner:

A) The Trustee shall pay from the net income of each Trust such amounts as the Trustee may deem appropriate tc anyone or more persons living from time to time of the Group consisting of the Child for whom the Trust is named, that Child's spouse if any and descendants of such Child, and the spouses of any such descendants. The members of this Group are herein referred to as the Income Beneficiaries. Any income not thus paid shall be added to principal.

B) In addition, the Trustee shall pay from time to time to any one or more of the income beneficiaries of each Trust such amounts from the principal of such Trust as the Trustee may deem necessary for their support and education.

C) The Trustee may make unequal payments of income or principal which shall not be considered advancements.

ARTICLE EIGHT

Whenever the termination of any Trust under this instrument, the Trustee is directed to distribute any share of the Trust, except any distribution pursuant to the exercise of the power of appointment, (to any person who is under the age of twenty-five (25) years or is incapacitated, the Trustee shall hold the share of such person hereinafter called the Beneficiary, in a separate Trust for the following purposes:

A) The Trustee shall pay all the net income to the Beneficiary in such amounts of the principal as the Trustee deems necessary for his support and education; provided however, that if and so long as the Beneficiary has not attained majority or is incapacitated, the Trustee may withhold such amounts of income as the Trustee determines not to be necessary for the support and education of the Beneficiary and any amounts thus withheld shall be added to principal.

B) After the beneficiary has attained the age of twenty-five (25) years, he may withdraw all of the principal and accumulated net income of such Trust.

As of the date of this Agreement I currently have _____ children living, namely:

ARTICLE NINE

For purposes under this instrument:

A) Adoption of a child shall have the same effect as if such child had been born to the adopting parents, but only if such child was a minor at the time of the adoption;

B) The word "spouse" includes a widow or widower.

C) Except where distribution is directed to the "descendants per stirpes" of a person, the word "descendants" includes descendants of every degree, whenever born, whether or not a parent or more remote ancestor of such descendant is living. Where distribution is directed to any person's descendants per stirpes who are living at a designated point of time, the stirpes shall begin with the children of such person, whether or not any child of his is then living. "Descendants of my parents" shall include only descendants of the marriage of such parents.

D) A person shall be considered "incapacitated" (1) if and as long as he is adjudicated disabled because he is unable to manage his estate or financial matters or (2) if two doctors familiar with his physical and mental condition certify to the Trustee in writing that the person is unable to transact ordinary business, and until there is a like certification to the Trustee that such incapacity has ended.

E) Where appropriate, words of the masculine gender include the feminine, the words used in a plural or collective sense include the singular and vice versa.

F) The word "Trustee" includes any successor Trustee or Trustees.

G) Except as otherwise provided in this instrument, income accrued or collected but not distributed at the termination of any beneficial interest hereunder shall be treated as if it had accrued or had collected after the termination of such interest. The Trustee may charge any such income with any accrued

taxes, expenses or compensation which it considers proper.

H) In determining what amounts are necessary for the support of any person, the Trustee shall take into account (1) the standard of living to which such person is accustomed; (2) his obligations, if any, to support others; (3) the obligation, if any, and the ability of others to support him; and (4) other income available for his support so far as known to the Trustee

I) Whenever the Trustee deems it to be in the best interests of a beneficiary to whom the Trustee is directed or authorized to pay income or principal, the Trustee may apply such income or principal for the benefit of the beneficiary, of distribute it for the beneficiary's use to anyone with whom the beneficiary is residing, or to his guardian, conservator or near adult relative.

J) In determining whether any testamentary power of appointment has been exercised, the Trustee may rely on an instrument admitted to probate in any jurisdiction as the will on the donee of the power. If the Trustee has no written notice of the existence of such a will within three months after the death of the donee of the power, the Trustee may assume that the donee died intestate. This paragraph shall not limit any right of any person against anyone to whom the Trustee has distributed property in reliance thereon.

K) The term "gross estate" refers to the amount described by this term in the Internal Revenue Code in force from time to time.

L) The word "persons" includes corporations.

M) If any distribution, other than a distribution made pursuant to a power of withdrawal of appointment, is a taxable distribution for generation-skipping tax purposes, the Trustee may, out of the principal of the trust from which the distribution is made, either pay any tax attributable to the distribution or increase the distribution to the extent determined by the Trustee to be sufficient to enable the distributee to pay any such tax. In the event of a taxable termination for generation-skipping tax purposes, the Trustee shall, out of the principal of the Trust or share to which such termination relates, pay any tax attributable to the termination without compensating adjustments.

ARTICLE TEN

In addition to the powers from time to time conferred on the Trustee by the Illinois Trusts and Trustees Act, the Trustee shall have the following powers exercisable in the Trustee's discretion except:

A) To charge or not to charge against income an allowance for depreciation;

B) To receive in cash the proceeds of any policies payable to the Trustee;

C) To make secure or unsecured loans of trust funds to my estate;

D) To borrow money from any source, including but not limited to, the banking department of a successor corporate trustee;

E) If at any time after my death the principal of a trust required to be held under the terms of this Agreement is less than $_____ in value, to distribute the principal and any accrued or undistributed income of the Trust to its income beneficiary, and that Trust shall thereupon terminate, notwithstanding any provisions in this Agreement to the contrary;

F) To purchase insurance policies on my life and as to any insurance policies owned by the Trustee on my life, the Trustee shall have the following additional powers:

1) To continue the policies in force and to pay the premiums thereon out of income and/or principal

2) To obtain the cash surrender value of the policies;

3) To convert the policies to paid-up insurance;

4) To borrow money on the security of the policies for any purpose, including but not limited to, the payment of the premiums thereon, and to mortgage, pledge and assign the policies for such purposes;

5) To make the Trustee and Trustee hereunder the beneficiary of the policies and to hold the policy proceeds in Trust hereunder;

6) To exercise any and all options and privileges under the policies; and

7) To deal with the policies in any other way the Trustee deems necessary or advisable for the proper management, investment and distribution of the Trusts;

G) When there is a trust under this Agreement and another trust under this Agreement or under another document, each having the same beneficiary or beneficiaries and terms which are substantially identical as to the distribution of income and principal and the same Inclusion Ration, to transfer all of the assets of such Trust under this Agreement to the Trustee or Trustees of the substantially identical Trust, and thereupon such Trust under this Agreement shall terminate;

H) To maximize the value of the GST Exemption which is available to my estate and to segregate by allocation to a separate Trust all or part of any asset in order to reflect a partial disclaimer or differences in tax attributes, consistent with the rules governing such attributes and considering the differences in such attributes and all other factors the Trustee believes pertinent; and

I) To do all other acts to accomplish the proper management, investment and distribution of the Trusts.

ARTICLE ELEVEN

The following provisions shall apply to each trust created by this Agreement:

A) If for any reason Shirley Durst, Jr. does not continue to act as Trustee, Kim Test is appointed successor Trustee. If for any reason neither of the foregoing individuals nor any successor Trustee appointed as hereinafter provided acts or continues to act as Trustee, a successor Trustee shall be appointed as provided in the Illinois Trusts and Trustees Act and shall be any corporation situated in the United States and authorized under the laws of the United States or of any state thereof to administer Trusts and with capital, surplus and undivided profits of at least fifty million dollars.

B) If any individual Trustee becomes incapable of properly managing his or her affairs, as determined unanimously by the group consisting of his or her physician and my then living and competent children, that determination shall be deemed to constitute his or her resignation as Trustee.

C) The income beneficiaries of the Trusts or, in the case of any legally disabled beneficiary, a living and competent parent or child, or guardian or conservator if the beneficiary has no living and competent parent or child, may at any time approve the Trustee's accounts, with the same effect as if a court having jurisdiction over the Trusts approve the accounts.

ARTICLE TWELVE

A. The Trustee need not litigate to collect policy proceeds or other property to which the Trustee may be entitled, unless indemnified to the Trustee's satisfaction against all resulting expense and liability.

B. The trustee's receipt and release shall release and discharge an insurance company or other person for payment made and shall bind every beneficiary of the Trusts.

ARTICLE THIRTEEN

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, I and the Trustee have executed this Agreement.

_____

_____

Subscribed and Sworn to before
me this ___ day of _____, 199_.

_____
Notary Public

EXHIBIT 7 – PARTIAL DOCUMENTS FILED FOR SIMON POST MORTEM

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

PROBATE DIVISION

File No. 502011CP000653XXXXSB

2011 FEB 10 AM 9:14
SHARON R. BOCK
PALM BEACH
SOUTH CITY

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, SIMON L. BERNSTEIN (Affiant), state under oath that:

1. I have been appointed personal representative of the estate of SHIRLEY BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7020 Lions Head Lane, Boca Raton, FL 33496, and my post office address is the same.

4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

Moran fails to identify that Simon appeared and either was know or produced identification

SIMON L. BERNSTEIN, Affiant

Sworn to and subscribed to before me on February 9, 2011, by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Notary Public State of Florida

Bar Form No. P-3.0600
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

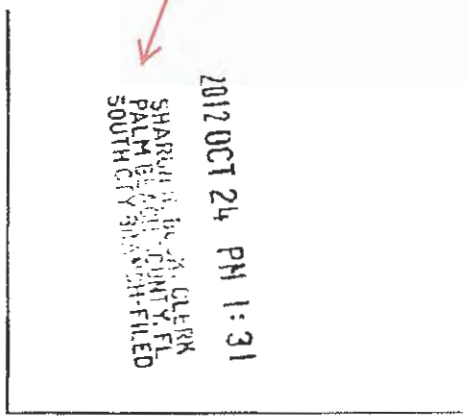
Document alleged signed on 4/9/2012 not filed allegedly until 10/24/2012. Simon deceased on 9/13/2012.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011000653XXXX SB

Probate Division



Judge Colin court rules require that all Waivers need to be notarized and this is not, "all waivers, consents, renunciations and receipt of assets must be notarized."

PETITION FOR DISCHARGE
(full waiver)

Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

This is untrue on 4/9/12 as State of Florida tax forms were not submitted until October 2012

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	spouse	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult

Bar Form No. P-5.0550
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Reviewed October 1, 1998

Pamela B. Simon	950 North Michigan Avenue Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

Simon on 4/9/2012 cannot state the waivers and receipts were signed by all interested parties at that time, since Eliot was the first to sign a waiver and signed it on May 15, 2012. Jill Iantoni did not sign one until after Simon deceased in October 2012.

On 4/9/2012 Simon could not have acknowledged that all parties were aware of their rights under 5 a,b,c,d,e,f,g and h, as none of the interested parties had got waivers until 5/10/2012 or after and some interested parties did not submit a waiver until after Simon had passed.

5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:

(a) acknowledging that they are aware of the right to have a final accounting;

(b) waiving the filing and service of a final accounting;

(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;

(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;

(e) waiving the inclusion in this petition of a plan of distribution;

(f) waiving service of this petition and all notice thereof;

(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and

(h) consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.

Simon never lied on a sworn statement in his life, why would he start here?

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on April 9, 2012.

Personal Representative

SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

Note Law Firm Marking and File #

NO NOTARY AS REQUIRED BY JUDGE COLIN RULES.

Note Bar Form #

Note Bar Logo

Bar Form No. P-5.0550
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

That Spallina should not be Witnessing documents that he prepared and his direct interests in, as he becomes alleged Personal Representative.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: 6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Fails to state if Simon appeared before her and either was known to her or Produced ID.

Simon does not initial this page of the alleged Amended Trust.

502012CP004391XXXXSB

I2

WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES

TESCHER & SPALLINA, P.A.

CFN 20120398293, OR BK 25507 PG 1559,RECORDED 10/05/2012 10:40:46
Sharon R. Bock,CLERK & COMPTROLLER, Palm Beach County, NUM OF PAGES 9

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

Kimberly Moran
[Witness Signature] residing at Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

Spallina should not be Witnessing documents that he prepared and has interests in.

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Robert Spallina should not be witnessing documents he has interests in that he drafted.

Simon, Spallina and Moran are not verified to have appeared on this day and produced identification or were known to Baxley

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Lindsay Baxley

Print, type or stamp name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

Deceased. IZ

NOTICE OF TRUST

2012 OCT -2 AM 9:32
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, who died on September 13, 2012, was the settlor of a trust entitled: SIMON L. BERNSTEIN TRUST AGREEMENT dated July 25, 2012, which is a trust described in Section 733.707(3) of the Florida Statutes, and is liable for the expenses of the administration of the decedent's estate and enforceable claims of the decedent's creditors to the extent the decedent's estate is insufficient to pay them, as provided in Section 733.607(2) of the Florida Statutes.

The name and address of the Trustees are set forth below.

The clerk shall file and index this Notice of Trust in the same manner as a caveat, unless there exists a probate proceeding for the settlor's estate in which case this Notice of Trust must be filed in the probate proceeding and the clerk shall send a copy to the personal representative.

Signed on 9/27/12, 2012.

ROBERT L. SPALLINA, Co-Trustee
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER, Co-Trustee
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Copy mailed to attorney for the Personal Representative on

CLERK OF THE CIRCUIT COURT

By:_____

MUST BE FILED IN DUPLICATE

Bar Form No. P-3.0100
* Florida Lawyers Support Services, Inc.
Reviewed October 1, 1988

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

I2

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
2012 OCT -2 AM 9:32

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, ROBERT L. SPALLINA (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, DONALD R. TESCHER, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445 and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally if the personal action accrued in the administration of the estate.

Date is changed and not initialized or properly marked as to who changed it and what year was changed

ROBERT L. SPALLINA, Affiant

Sworn to and subscribed to before me on September 28, 2012 by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 26, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

Notary Public State of Florida

Bar Form No. P-3.0600
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391XXXXSB

I2

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

2012 OCT -2 AM 9:32

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, DONALD R. TESCHER (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, ROBERT L. SPALLINA, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

Change to date not initialized and unclear what year is cut out.

DONALD R. TESCHER, Affiant

Sworn to and subscribed to before me on October 1, 20[illegible] by Affiant, who is personally known to me _____ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

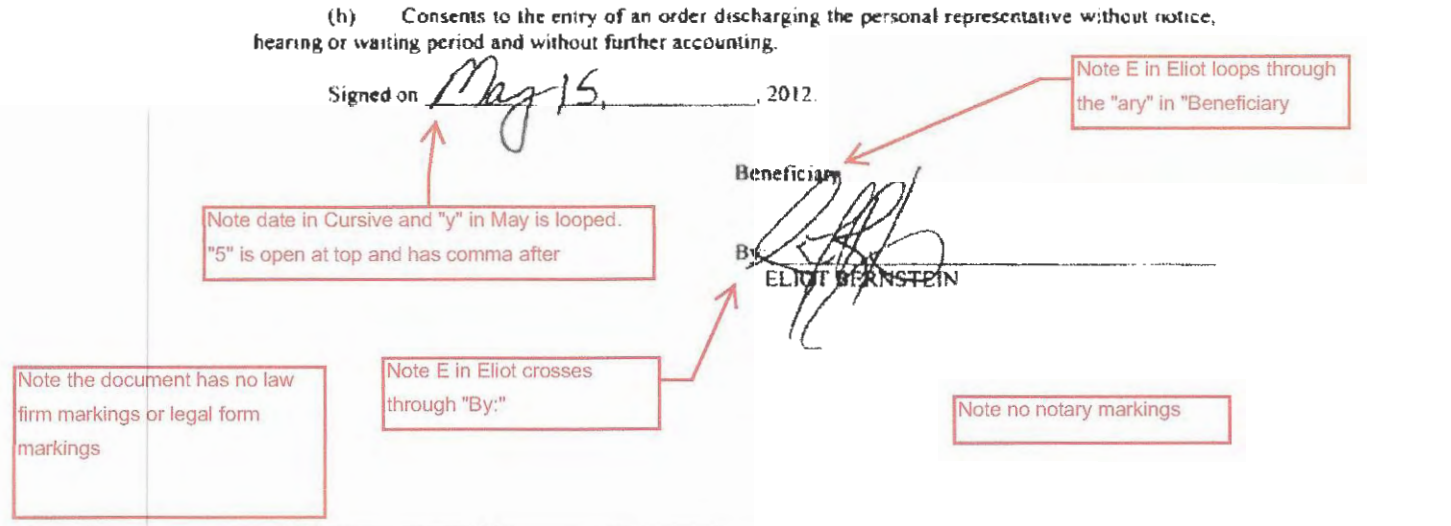
Appears that neither verification was checked.

Bar Form No. P-3.0600
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

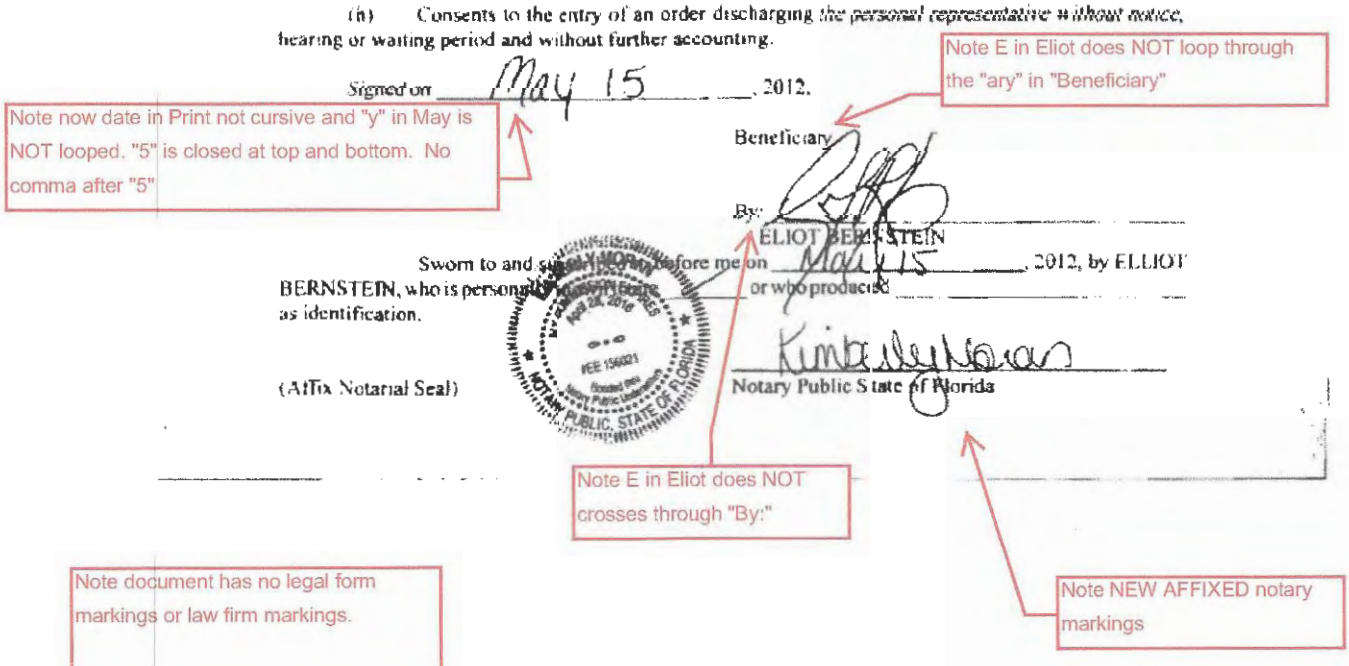
PRIMA FACIE EVIDENCE OF FORGERY AND FRAUD AND MORE IN SIGNATURES AND DATES FOR SIMON AND ELIOT WAIVERS

May 15, 2012 Alleged Signature of Eliot Bernstein. In the un-notarized Waiver the date is in cursive and on the notarized Waiver the signature is in Print making the two Waivers wholly dissimilar. The E in the signature for Eliot in the un-notarized Waiver crosses through the word "By:" and in the notarized document it does not strike through the word "By:" making these wholly dissimilar signatures. Note, Eliot never met Kimberly Moran nor notarized any documents with her. Therefore, Moran did not just affix a stamp to the alleged original Waiver, Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As these Waivers were submitted to the Probate court constitutes alleged Fraud on the Court and more.

UN-NOTARIZED WAIVER SIGNATURE AND DATE



NOTARIZED WAIVER SIGNATURE AND DATE



April 09, 2012 Alleged Signature of Simon Bernstein. Note, in the un-notarized document the date number 9 crosses the date line and the two separators // for day/year cross the date line, in the notarized document the entire date and separators never cross the date line, indicating these are wholly dissimilar documents regarding the date. That in the un-notarized document date, the 2 in the year 12 is closed at the bottom and in the notarized document the 2 is open at the bottom, making them appear dissimilar documents. That the Signature of Simon appears wholly dissimilar as the S in Simon in the un-notarized waiver crosses through the word "Beneficiary" and in the notarized Waiver it never touches the word "beneficiary." The S in Simon in the un-notarized Waiver never touches the signature line and in the notarized Waiver the S rests on the signature line. That Simon was deceased in November 2012 when Moran notarized the Waiver at the Court's request and therefore this cannot be Simon's signature, especially if it is dissimilar to the alleged April 09, 2012 Waiver and the notarization took place in November 2012.

Therefore, Moran did not just affix a stamp to the alleged original document. Moran recreated the document and added the date and the signature and forged the signatures as that cannot be Simon's signature on the Notarized Document after he was deceased. Therefore, Moran did not just affix a stamp to the alleged original Waiver allegedly signed in April. Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As the Waiver was submitted to the Probate court constitutes alleged Fraud on the Court and more. The Notary is also fraudulent as Simon could not have appeared on April 09, 2012.

UN-NOTARIZED WAIVER SIGNATURE AND DATE

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Note that "S" in Simon crosses through the "ici" in "Beneficiary and circles "iciary" in beneficiary

Note that the "9" and the separators "/" for date/year touch the date line. Note the bottom of the 2 is closed.

Beneficiary

Note remainder of signature above signature line

By: _____
SIMON L. BERNSTEIN

Note the "S" in Simon crosses through the "MO" in the Print Name

NOTARIZED WAIVER SIGNATURE AND DATE

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Note the "S" in Simon crosses through the "N" and "L" NOT the "MO" in the Print Name.

Note that the "9" and the separators "/" for date/year DO NOT touch the date line. Note the bottom of the 2 is NOT closed.

Beneficiary

Note remainder of signature BELOW signature line

By: _____
SIMON L. BERNSTEIN

Sworn to (or affirmed) and subscribed before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

Note the date change is not initialed that it was changed and by whom/

Note that "S" in Simon DOES NOT crosse through the word "Beneficiary" at all and DOES NOT circle "iciary" in beneficiary

Additional Notes

1. The date inside the notarization of Simon and Eliot's Waivers are wholly forged as there was no notary stamp on the un-notarized documents.
2. That in Simon's notarization the crossed out 2 in 2012 in the notary section needs further analysis to determine what was crossed out and why no acknowledgement that change had been made.
3. That Candice and Eliot Bernstein on information and belief state that there was a handwritten note by Eliot on the bottom of his original Waiver with similar language to that sent in the email allegedly containing the Waiver signed. The original of all these documents is necessary to analyze for further evidence of forgery and fraud.
4. All documents lack any law firm marking or legal form service markings.

Note no Court Stamp!

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP000653XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Note NO DATE and NO LAW FIRM OR FORM MARKINGS

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY DIVISION-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY. RM. 1400-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

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(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein

LISA S. FRIEDSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

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(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF	File No. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN,	Probate Division
Deceased.	Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

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(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

| X]JUDGE MARTIN H. COLIN Division - IY
|]JUDGE JAMES L. MARTZ Division - IZ
|]JUDGE ROSEMARIE SCHER Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB Estate of Shirley Bernstein

MATTER: Documents being returned Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH COUNTY BRANCH-FILED
2012 NOV -6 AM 10:18

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1, 2012.

Beneficiary

By: _____
JILL IANTONI

Sworn to and subscribed before me on October 1, 2012, by JILL IANTONI, who is personally known to me ____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION # EE 156021 EXPIRES
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

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(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, ✓ personally known to me ____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 03, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV-19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

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(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA
Bonded Thru Notary Public Underwriters
#EE 156021
MY COMMISSION EXPIRES April 28, 2016

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

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(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Sworn to and subscribed to before me on August 8, 2012, by PAMELA B. SIMON, who is personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
NOTARY PUBLIC, STATE OF FLORIDA
#EE 156021
Bonded thru Notary Public Underwriters

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

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The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

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(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

Sworn to and subscribed to before me on August 1 2012, 2012, by TED BERNSTEIN, who is personally known to me ___ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION # EE 156021
EXPIRES: April 28, 2016
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

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(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

Sworn to (or affirmed) and subscribed before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me ____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MOSER
MY COMMISSION # EE 156021
EXPIRES: October 01, 2016
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

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Notary Public State of Florida