

VERIFIED RETURN OF SERVICE

State of FLORIDA

County of PALM BEACH

Circuit Court

Case Number: 50 2012 CA 13933 XXXX MB AA

Plaintiff:

WILLIAM E. STANSBURY,

vs.

Defendant:

TED S. BERNSTEIN, et al.,

For:

Peter M. Feaman

PETER M. FEAMAN, P.A.,

3615 West Boynton Beach Blvd.

Boynton Beach, FL 33436

FILED
13 MAR - 1 PM 4: 00
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL 7

Received by LARGO INVESTIGATIONS, INC. on the 22nd day of February, 2013 at 5:00 pm to be served on THE ESTATE OF SIMON L. BERNSTEIN, C/O DONALD R. TESCHER OR ROBERT L. SPALLINA AS PERSONAL REPRESENTATIVE, TESCHER AND SPALLINA, P.A., 4855 TECHNOLOGY WAY, SUITE 720, BOCA RATON, FL 33431.

I, RUTH AMISIAL, do hereby affirm that on the 25th day of February, 2013 at 9:24 am, I:

served an AUTHORIZED entity by delivering a true copy of the SUMMONS AND AMENDED COMPLAINT WITH EXHIBITS with the date and hour of service endorsed thereon by me, to: ALEXA COLLEVECHIO as SECRETARY AUTHORIZED TO ACCEPT FOR DONALD TESCHER at the address of: 4855 TECHNOLOGY WAY, SUITE 720, BOCA RATON, FL 33431, who stated they are authorized to accept service for THE ESTATE OF SIMON L. BERNSTEIN, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:

ALEXA COLLEVECHIO RECEIVED PERMISSION TO ACCEPT THIS SUMMONS ON BEHALF OF DONALD TESCHER & ROBERT SPALLINA AS PERSONAL REPRESENTATIVES OF THE ESTATE OF SIMON L. BERNSTEIN.

I Acknowledge that I am authorized to serve process. In good standing in the jurisdiction wherein this process was served and I have no interest in the above action. Under penalties of perjury, I declare that I have read the foregoing documents and that the facts stated in it are true, F.S. 92.525 (2), no Notary is required.



RUTH AMISIAL
C.P.S. # 1506

LARGO INVESTIGATIONS, INC.
9369 Aegean Drive
Boca Raton, FL 33496
(561) 482-5757

Our Job Serial Number: LII-2013000622

622

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and
ROBERT SPALLINA, as co-personal
representatives of the ESTATE OF SIMON L.
BERNSTEIN and as co-trustees of the SHIRLEY
BERNSTEIN TRUST AGREEMENT dated
May 20, 2008; LIC HOLDINGS, INC.;
ARBITRAGE INTERNATIONAL MANAGEMENT, LLC,
f/k/a ARBITRAGE INTERNATIONAL
HOLDINGS, LLC; BERNSTEIN FAMILY
REALTY, LLC,
Defendants.

Sec
ALEXA COLLEVECHIO
2-25-13 9:24A
RUTH AMISIAL
C.P.S.#1506

FILED
2013 FEB 22 PM 4:18
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL / PROBATE

SUMMONS

THE STATE OF FLORIDA
To All and Singular the Sheriffs of said State:

TO: DONALD R. TESCHER or ROBERT L. SPALLINA
Personal Representative of the Estate of Simon L. Bernstein
Teschler and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431

IMPORTANT

An Amended Complaint has been filed by the Plaintiff, WILLIAM E. STANSBURY, in the above-styled case. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached Amended Complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Defendant's attorney named below.

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

PETER M. FEAMAN, ESQUIRE
PETER M. FEAMAN, P.A.
Attorney for Plaintiff, WILLIAM E. STANSBURY
3615 West Boynton Beach Boulevard
Boynton Beach, FL 33436
(561) 734-5552
Florida Bar No. 0260347

**THE STATE OF FLORIDA: TO EACH SHERIFF OR AUTHORIZED PROCESS
SERVER OF THE STATE OF FLORIDA:**

You are commanded to serve this Summons and a copy of the Amended Complaint in this lawsuit on the above-named Defendant by serving it at the above-stated address.

DATED ON February 22, 2013.



SHARON R. BOCK
CLERK, PALM BEACH COUNTY

By: 
Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Defendant's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous

etes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Defendant's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

pre ako ki fet avek Americans With Disabilities Act, tout moun ki ginyin yun bezwen espesiyal pou akomodasyon pou yo patisipe nan pwogram sa-a dwe, nan yun tan rezonab avan n'apot aranjman kapab fet, you dwe kontakte Administrative Office of the Court, telefon nan se oubyen 1-800-995-8771 (V) an pasan pa Florida Relay Service.

En accord avec la Loi des "Americans With Disabilities." Les personnes en besoin d'une accommodation spéciale pour participer à ces procédures doivent, dans un temps raisonnable, avant d'entreprendre aucune autre démarche, contacter l'office administrative de la Court, le telephone (V) Via Florida Relay Service 1-800-995-8771 (TDD) or 1-800-995-8770 (V), via Florida Relay Service.

De acuerdo con el Acto o Decreto de los Americanos con Impedimentos Inhabilitados, personas en necesidad del servicio especial para participar en este procedimiento deberan, dentro de un tiempo razonable, antes de cualquier procedimiento, ponerse en contacto con la oficina Administrativa de la Corte, 1-800-955-8771 (TDD), 1-800-955-8770 (V) Via Florida Relay Service.

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

IN RE: ESTATE OF
SIMON BERNSTEIN,

Case No. 502012CP 004391
XXXX SB

Deceased.

Division: IZ

2013 MAR -4 PM 4: 36
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

NOTICE OF INDEPENDENT ACTION

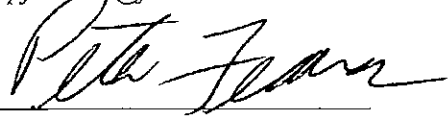
WILLIAM E. STANSBURY, Claimant ("Claimant"), by and through his undersigned counsel, hereby provides notice that he has filed an independent action against this Estate with respect to the Statement of Claim that Claimant filed in this proceeding, in accordance with §733.705 Fla. Stat. (2012). Such independent action is currently pending in the Circuit Court in and for Palm Beach County, Florida, Case No. 50-2012-CA-013933-XXXX-MB.

Signed on March 1, 2013.

Counsel for Claimant:

PETER M. FEAMAN, P.A.
3615 West Boynton Beach Boulevard
Boynton Beach, Florida 33436
Telephone: (561) 734-5552
E-mail: pfeaman@feamanlaw.com

By: _____

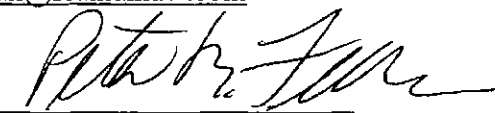

Peter M. Feaman, Esq.
Florida Bar No. 0260347

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service to Robert L. Spallina, Esq., *Counsel for Donald Tescher, Personal Representative of the Estate of Simon Bernstein*, Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431, at rspallina@tescherspallina.com on this 1st day of March, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____



Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and
ROBERT SPALLINA, as co-personal
representatives of the ESTATE OF SIMON L.
BERNSTEIN and as co-trustees of the SHIRLEY
BERNSTEIN TRUST AGREEMENT dated
May 20, 2008; LIC HOLDINGS, INC.;
ARBITRAGE INTERNATIONAL MANAGEMENT, LLC,
f/k/a ARBITRAGE INTERNATIONAL
HOLDINGS, LLC; BERNSTEIN FAMILY
REALTY, LLC,
Defendants.

FILED
2013 FEB 22 PM 4:18
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
P.O. BOX 4667
WEST PALM BEACH, FLORIDA 33402-4667

SUMMONS

THE STATE OF FLORIDA

To All and Singular the Sheriffs of said State:

TO: DONALD R. TESCHER or ROBERT L. SPALLINA
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Teschler and Spallina, P.A.
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PETER M. FEAMAN, ESQUIRE
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Attorney for Plaintiff, WILLIAM E. STANSBURY
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Florida Bar No. 0260347

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DATED ON February 22nd, 2013.



SHARON R. BOCK
CLERK, PALM BEACH COUNTY

By: *[Signature]*
Deputy Clerk

IMPORTANTE

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and
ROBERT SPALLINA, as co-personal
representatives of the ESTATE OF SIMON L.
BERNSTEIN and as co-trustees of the SHIRLEY
BERNSTEIN TRUST AGREEMENT dated
May 20, 2008; LIC HOLDINGS, INC.;
ARBITRAGE INTERNATIONAL MANAGEMENT, LLC,
f/k/a ARBITRAGE INTERNATIONAL
HOLDINGS, LLC; BERNSTEIN FAMILY
REALTY, LLC,
Defendants.

SHARON R. BOUX, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL/PROBATE
2013 FEB 26 PM 3:14
FILED

**PLAINTIFF WILLIAM E. STANSBURY'S MOTION TO COMPEL DEFENDANT
TED BERNSTEIN TO PRODUCE DOCUMENTS RESPONSIVE TO
PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

Plaintiff, WILLIAM STANSBURY, by and through his undersigned counsel, hereby moves this Court for an Order compelling Defendant TED BERNSTEIN ("BERNSTEIN") to produce the documents requested in Plaintiff's First Request for Production of Documents. As grounds, Plaintiff states that the objections raised by BERNSTEIN in his response are spurious and without merit.

A. Response to General Objections and General Responses

1. In the Plaintiff's First Request for Production of Documents, BERNSTEIN objects to the extent the requests "seek to impose burdens or duties upon BERNSTEIN that are greater than are required by the Florida Rules of Civil Procedure or applicable law." This objection is without merit. The scope of discovery is very broad, requiring only that the requested documents be "reasonably calculated to lead to the discovery of admissible evidence."

Rule 1.280, Fla. Rules of Civ. Proc. These requests only seek documents that meet this standard, but as objectively determined by the Court, not subjectively determined by BERNSTEIN.

2. Plaintiff does not seek documents that are subject to either attorney-client or work product privileges. However, subject to the response in 4, below, if BERNSTEIN claims any documents are protected by either or both privileges, these documents must be listed in a privilege log and made available to the Court for inspection.

4. (Numbering error in BERNSTEIN Objection) As stated in Response 2, Plaintiff does not seek legitimately privileged documents or documents prepared by BERNSTEIN in connection with or in anticipation of this litigation. Hence, legal memoranda, drafts of pleadings, attorney notes or communications between counsel and BERNSTEIN relating to this litigation are not required to be produced. Documents "assembled" by counsel for the purpose of preparing to represent BERNSTEIN, however, are not automatically privileged and, if the privilege is asserted, these documents should be listed in a privilege log. Other documents, to the extent they include third parties or show a "cc" to counsel, are not privileged and, if the privilege is claimed, should be the subject of a privilege log as well.

5. Plaintiff is not contending that any or all documents to be produced hereunder are automatically admissible into evidence at trial or that BERNSTEIN, by producing them, has waived the right to object to admissibility. Plaintiff only contends the documents are relevant for discovery purposes at this time.

6. BERNSTEIN objects to every request on the ground that the subject request "is unduly burdensome and irrelevant, as there are no claims pending against BERNSTEIN individually, and this Request is nothing more than a fishing expedition." These objections are nothing short of frivolous.

a) **Burdensome** - BERNSTEIN claims the retrieval of the requested documents would be “unduly burdensome,” yet BERNSTEIN submits no affidavit, or any evidence for that matter, from himself or any other representative of him or his company that purportedly establishes the burdensome nature of any of these requests. As such, the bare claim of burdensomeness is merely a smokescreen this Court should ignore.

b) **Claims against BERNSTEIN** - The Amended Complaint asserts breach of fiduciary duty (Count III), conversion (Count V), and fraud in the inducement (Count VI) as to BERNSTEIN. Hence, under the current status of the Pleadings there are multiple claims against BERNSTEIN that make discovery of the documents requested by Plaintiff highly relevant for discovery purposes. Finally, BERNSTEIN raises the time-honored discovery objection “fishing expedition” as a basis to avoid production. The Supreme Court of Florida, in *Allstate Insurance Company v. Boecher*, 733 So.2d 993 (Fla. 1999) made it very clear that the rules of discovery should be afforded “broad and liberal treatment to effectuate their purpose that trial should not be carried out in the dark.” Our Supreme Court states:

Our rules of civil procedure broadly allow parties to obtain discovery of “any matter, not privileged, that is relevant to the subject matter of the pending action,” whether the discovery would be admissible at trial, or is merely “reasonably calculated to lead to the discovery of admissible evidence.”

In this case, key allegations of misrepresentation, willful concealment, false statements, and active efforts by Ted and Simon Bernstein to defraud and deprive Plaintiff of his just compensation, along with allegations of breach of fiduciary duty (*see* Amended Complaint, paragraphs 19 through 33) all strongly indicate that BERNSTEIN and the other Defendants are in possession and control of important documents that could be vital to Plaintiff’s case, documents Plaintiff may not know even exist.

B. Response to Objections to Specific Requests

1. BERNSTEIN also objects to the language of Plaintiff's question relating to documents that "show, evidence or reflect" communications between BERNSTEIN or anyone acting on his behalf to or from Plaintiff from January 1, 2007 to present." BERNSTEIN claims the question is overbroad and vague as the terms "show, evidence and reflect" are undefined and could include any communication. When construing statutory language, in the absence of a definition, the meaning of words of common usage can be ascertained by reference to a dictionary. See, *Jones v. Williams Pawn & Gun, Inc.*, 800 So. 2d. 267 (Fla. 4th DCA 2001). The same principle applies in this situation. Webster's II New College Dictionary (1999) defines, as is pertinent here, the following: **show**: "to point out, to manifest, to indicate;" **evidence**: "something that indicates;" **reflect**: "to manifest as the result of one's actions." Consequently, this request seeks communications that manifest, indicate or show written communications between the parties. This is not overbroad, ambiguous or vague, and all written communications between BERNSTEIN and Plaintiff, even those pertaining to birthdays, vacations or lunch plans (how many of those can there be?) are discovery relevant. As such, the objection is not well taken and this Court should order that the requested documents be produced.

2. Please see response in paragraph 1, Section B, above.

3. Please see response in paragraph 1, Section B, above.

4. Please see response in paragraph I, Section B, above. BERNSTEIN also objects to the use of the term "business relationships" because it is undefined. **Relationship** is defined in Webster's II New College Dictionary (1999) as a "*particular state of affairs among people relaBERNSTEIN to or dealing with one another.*" Therefore, the plain and ordinary meaning of all these terms as used in the context of this specific request makes clear that Plaintiff is

requesting all documents that show, evidence or reflect business affairs or dealings among the parties, as opposed to personal or social relationships. As a result, this objection is not well taken and this Court should order that the requested documents be produced.

5. Please see response in paragraph 1, Section B, above. Also, BERNSTEIN raises an overbreadth and relevance objection on the grounds that Plaintiff admitted he was paid by Defendants through 2007, so allegedly, prior records are irrelevant. This objection lacks merit. Plaintiff has alleged in his Complaint, *inter alia*, breach of oral contract against LIC HOLDINGS, INC. ("LIC") and ARBITRAGE INTERNATIONAL MARKETING, LLC ("ARBITRAGE") (see Amended Complaint, Count II) and breach of fiduciary duty against BERNSTEIN (Amended Complaint, Count III). Therefore, it is highly relevant for Plaintiff to show documentation from the year immediately preceding the breach of contract, as evidence of the breach in ensuing years. In other words, Plaintiff should be permitted to show documents from a year when compensation was paid in accordance with the oral agreement, and compare it to documentation from subsequent years when the breach occurred and full compensation was withheld and denied. This evidence is relevant to the existence of the oral agreement, its breach and the resulting damages. The request is clearly directed to all documents that evidence or show the payment of compensation, monies from BERNSTEIN or any of the Defendants to Plaintiff from January 2007 to the present. The request is not vague or ambiguous and this Court should order that the requested documents be produced.

6. BERNSTEIN makes the same objections to request 6 as were made to request 5. Please see Plaintiff's responses to paragraph 5, above.

7. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General

Objections and General Responses, Section A, above. BERNSTEIN also asserts that the requested documents are irrelevant to any claim or defense in that they were not likely to lead to the discovery of admissible evidence because “documents relating to payments made to other ‘agents, employees, officers, independent contractors or any other person or entity,’ if any, have no tendency to make the existence of any fact that is of consequence more probable or not, and will not prove or disprove any element of Plaintiff’s accounting claim” which is the sole claim pending against BERNSTEIN.

As stated, accounting is not the sole claim pending against BERNSTEIN. Moreover, Section 90.402, Fla. Stat. (2012), the Florida Evidence Code, defines relevance for trial purposes as “evidence tending to prove or disprove a material fact.” So, in essence, BERNSTEIN claims the requested documents are not relevant for discovery purposes because they are not admissible under the Evidence Code. This objection is absurd on its face. The standard for discovery relevance is not its admissibility at trial. This objection should be dismissed out of hand for this reason alone. However, key allegations in this case against BERNSTEIN include breach of fiduciary duty and acts of corporate waste by BERNSTEIN and Simon Bernstein. *See*, Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends who were not legitimate employees or third party contractors of Defendants. Plaintiff is therefore entitled to all documentation that evidences all payments made to any person, employee or third party contractor by TED BERNSTEIN, Simon Bernstein, LIC or ARBITRAGE by or on behalf of any of them.

BERNSTEIN also objects because the terms “memoranda” and “writings” are vague, ambiguous and undefined. Webster’s II New College Dictionary (1999) defines, as is pertinent

here, **memorandum or memoranda:** "a written record or communication, as in a business office, or a short informal note written as a reminder," and **writing:** "written form, or characters written or imprinted on a surface, a written work." Consequently, Plaintiff is requesting any internal memorandums or memoranda or other writings that evidence or relate to payments made to any third party. This is not vague or ambiguous. Additionally, if BERNSTEIN claims that any such document is confidential for any reason, the documents should be listed in the privilege or a confidentiality log and submitted to this Court for *in camera* inspection. Therefore, BERNSTEIN's objections should be overruled and this Court should order that the requested documents be produced.

8. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also claims the question is overbroad and vague as the terms "show, evidence and reflect" are undefined. Please see Plaintiff's response in paragraph 1 of this Section B, above. Additionally, BERNSTEIN makes a temporal scope objection, presumably because the request seeks documents that disclose the identity of all persons with an ownership interest in LIC or ARBITRAGE over the last 6 years. Six years prior would commence the time period at the beginning of 2007, which is reasonable in this case. Plaintiff has alleged in his Complaint, *inter alia*, breach of oral contract against LIC and ARBITRAGE and breach of fiduciary duty by BERNSTEIN and Simon Bernstein (Counts II and III of the Amended Complaint) beginning in 2008 or 2009. Therefore, it is highly relevant for Plaintiff to show documentation from the year immediately preceding the alleged breaches as evidence of the breach in ensuing years, i.e., Plaintiff should be permitted to show documents from a year when compensation was paid in full and the oral agreement was honored, and

compare it to documentation from subsequent years when the breach occurred and full compensation was withheld and denied. As such, this also applies to the changes in ownership both before and after the claims for breach of contract and breach of fiduciary duty accrued, and these documents are highly relevant to Plaintiff's case as evidence of potential corporate waste. These objections should be overruled and the documents order produced without qualification.

9. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also claims the question is overbroad and vague as the terms "show, evidence and reflect" are undefined. Please see Plaintiff's response in paragraph 1 of this Section B, above. Additionally, BERNSTEIN makes a temporal scope objection, presumably because the request seeks documents that disclose the identity of all persons with an ownership interest in LIC or ARBITRAGE over the last 6 years. Six years prior would commence the time period at the beginning of 2007, which is reasonable in this case. Plaintiff has alleged in his Complaint, *inter alia*, breach of oral contract against LIC and ARBITRAGE and breach of fiduciary duty by BERNSTEIN and Simon Bernstein (Counts II and III of the Amended Complaint) beginning in 2008 or 2009. Therefore, it is highly relevant for Plaintiff to show documentation from the year immediately preceding the alleged breaches as evidence of the breach in ensuing years, i.e., Plaintiff should be permitted to show documents from a year when compensation was paid in full and the oral agreement was honored, and compare it to documentation from subsequent years when the breach occurred and full compensation was withheld and denied. As such, this also applies to the identity of the officers both before and after the claims for breach of contract and breach of fiduciary duty accrued, and

these documents are highly relevant to Plaintiff's case as evidence of potential corporate waste. These objections should be overruled and the documents order produced without qualification.

10. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also objects to request 10 on relevance grounds, arguing relevance for discovery purposes means relevance for admission at trial. Please see Plaintiff's response to this objection in paragraph 7 of this Section B, above. Additionally, BERNSTEIN objects to the request for all cell phone payment records on the grounds that the request fails to identify for whom the records are sought or for whom the payments were made. This request is intentionally broad as it seeks all cell phone payment records from BERNSTEIN so that Plaintiff may determine on whose behalf LIC or ARBITRAGE made those payments. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by TED BERNSTEIN and Simon Bernstein. *See*, Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC or ARBITRAGE. Plaintiff is therefore entitled to all documentation that evidences cell phone usage by any person for whom LIC or ARBITRAGE, at BERNSTEIN and/or Simon Bernstein's direction, made cell phone usage payments with corporate funds.

11. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also objects to request 10 on relevance grounds, arguing relevance for discovery purposes means relevance for admission at

trial. Please see Plaintiff's response to this objection in paragraph 7 of this Section B, above. Additionally, BERNSTEIN objects to the production of documents pertaining to medical expenses paid for any person including Rachel Walker on relevance and confidentiality grounds. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by BERNSTEIN and Simon Bernstein. *See*, Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC or ARBITRAGE. Plaintiff is therefore entitled to all documents that evidence or show that LIC, ARBITRAGE, at BERNSTEIN and/or Simon Bernstein's direction, paid for medical expenses incurred by persons or entities that were not legitimate employees or contractors of LIC or ARBITRAGE. There is no sustainable confidentiality objection to this information.

12. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also objects to request 10 on relevance grounds, arguing relevance for discovery purposes means relevance for admission at trial. Please see Plaintiff's response to this objection in paragraph 7 of this Section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by BERNSTEIN and Simon Bernstein. *See* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of BERNSTEIN. Plaintiff is therefore entitled to all documents that evidence or show that LIC, ARBITRAGE, at BERNSTEIN and/or Simon Bernstein's direction, potentially paid

compensation to individuals that were not legitimate employees or third party contractors of BERNSTEIN. There is no sustainable confidentiality objection to this information.

13. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also objects to request 10 on relevance grounds, arguing relevance for discovery purposes means relevance for admission at trial. Please see Plaintiff's response to this objection in paragraph 7 of this Section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by BERNSTEIN and Simon Bernstein. *See*, Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of BERNSTEIN. Plaintiff is therefore entitled to all documents that evidence or show that LIC or ARBITRAGE, at BERNSTEIN and/or Simon Bernstein's direction, potentially allowed non-employee friends or family members to participate in the company's Defined Benefit Pension Plan (mistakenly designated "Denied" Benefit Pension Plan in Plaintiff's original request). There is no sustainable confidentiality objection to this information.

14. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. BERNSTEIN also objects to request 10 on relevance grounds, arguing relevance for discovery purposes means relevance for admission at trial. Please see Plaintiff's response to this objection in paragraph 7 of this Section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by BERNSTEIN and Simon Bernstein. *See*, Amended Complaint, Count III, Paragraphs 45 through

59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of BERNSTEIN. Plaintiff is therefore entitled to all 1099s issued to any employee or contractor so Plaintiff can determine if LIC or ARBITRAGE, at BERNSTEIN and/or Simon Bernstein's direction, paid compensation to individuals that were not legitimate employees or third party contractors of BERNSTEIN. There is no sustainable confidentiality objection to this information.

15. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by BERNSTEIN and Simon Bernstein. *See*, Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC or ARBITRAGE. Plaintiff is therefore entitled to all profit-sharing plan statements that show the names of all participants as these statements will or may show that LIC or ARBITRAGE, at BERNSTEIN or Simon Bernstein's direction, potentially included family members and friends that are not or were not legitimate employees of BERNSTEIN. There is no sustainable confidentiality objection to this information.

16. For Plaintiff's response to BERNSTEIN's burdensome, relevance and "fishing expedition" objections, please see response number 6 in Plaintiff's Response to General Objections and General Responses, Section A, above. Additionally, BERNSTEIN makes a temporal scope objection, presumably because the request seeks all documents and records of all

payments made to Plaintiff by LIC or ARBITRAGE in BERNSTEIN's possession since January 1, 2007 to present, without qualification. Plaintiff seeks all documents and records of all payments made to Plaintiff by LIC or ARBITRAGE in BERNSTEIN's possession since January 1, 2007 to present, without qualification. Please see Plaintiff's response to this objection in paragraph 7 of this Section B, above.

WHEREFORE, Plaintiff requests this Honorable Court to overrule Defendant's objections as without merit, order that Defendant respond within 10 days and for an award of reasonable attorneys' fees incurred by Plaintiff in connection with Plaintiff's response to Defendant's frivolous objections.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 22 day of February, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: 

Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: ESTATE OF PROBATE DIVISION
SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB
Deceased.

**OBJECTION TO CLAIM OF
WILLIAM E. STANSBURY**

ROBERT L. SPALLINA and DONALD R. TESCHER, being co-personal representatives of the above estate, by and through his undersigned counsel, hereby objects to the Claim of William E. Stansbury in excess of \$2.5 million dollars, filed in this proceeding.

The claimant is limited to a period of thirty (30) days from the date of service of this objection within which to bring an action on the Claim, as provided in Section 733.705 of the Florida Probate Code. *An "action" means an action separate from this probate proceeding in the appropriate court. "Service" of this Objection, if made by mail, is complete upon mailing (and the date is noted below); however, an additional five (5) days are added to the initial thirty (30) day period.*

IF YOU FAIL TO BRING SUCH AN ACTION WITHIN THE TIME STATED, NO ACTION OR PROCEEDING ON THE CLAIM MAY BE BROUGHT AGAINST THE PERSONAL REPRESENTATIVE, AND THE CLAIM IS THEREAFTER FOREVER BARRED WITHOUT ANY COURT ORDER.

ICERTIFY that a copy of this Objection to Claim was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the Claimant at the following address: Peter M. Feaman, Esq., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, this 4 day of February, 2013.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: 

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 49738
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

email: rspallina@tescherspallina.com

NEW PDATA Access/Barrollin, Simon/Pending/Obj to Claim - Stansbury.vpd

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



IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and
ROBERT SPALLINA, as co-personal
representatives of the ESTATE OF SIMON L.
BERNSTEIN and as co-trustees of the SHIRLEY
BERNSTEIN TRUST AGREEMENT dated
May 20, 2008; LIC HOLDINGS, INC.;
ARBITRAGE INTERNATIONAL MANAGEMENT, LLC,
f/k/a ARBITRAGE INTERNATIONAL
HOLDINGS, LLC; BERNSTEIN FAMILY
REALTY, LLC,
Defendants.

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SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
CIRCUIT CIVIL 2

AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants
and states:

1. This is an action for money damages in excess of \$15,000, and for equitable relief.
2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.
3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.
4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE") which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than \$1,000,000 at the end of 2008 to be applied against STANSBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only \$420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid \$3,756,229.00 and TED BERNSTEIN was paid \$5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately \$13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of \$13,442,549.00, or \$2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only \$30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity, whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid, to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT

(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of \$1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS,
personally;

- d) paying themselves exorbitant compensation to the exclusion of STANSBURY;
- e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;
- f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;
- g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;
- h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;
- i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of \$1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of \$30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602 **(As to Defendant, LIC Holdings, Inc.)**

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

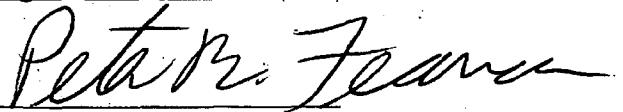
85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12 day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: 
Peter M. Feaman
Florida Bar No.: 0260347

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pfeaman@feamanlaw.com

June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL

Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received \$35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to \$5,307,636.90. During this time period, Mr. Stansbury's salary compensation was \$2,844,910.00. The shortfall in salary owed to Mr. Stansbury is \$2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a \$2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is \$300,000.00.

iii. In addition, you received \$507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is \$76,183.65.

iv. In April of 2012, you received three commissions totaling approximately \$200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of \$30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately \$2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received \$8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received \$420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By:


Peter M. Feaman

PMF/mk

cc: William Stansbury

cc: Riggs (e-mail)

Report Selection Criteria

Case ID: 502012CA013933XXXXMB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502012CA013933XXXXMB
Case Caption: WILLIAM STANSBURY V TED BERNSTEIN
Division: AA - KELLEY
Filing Date: Monday , July 30th, 2012
Court: CA - CIRCUIT CIVIL
Location: MB - MAIN BRANCH
Jury: Y-Jury
Type: CD - CONTRACT & DEBT
Status: PE - PENDING

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name	Aliases:	
1			PLAINTIFF	@3032014	STANSBURY, WILLIAM E	Aliases:	none
2	1		ATTORNEY	0244929	STERN , ESQ, KENNETH D	Aliases:	none

3			DEFENDANT	@3032015	BERNSTEIN, TED S	Aliases:	none
4		14-FEB-2013	DEFENDANT	@3032016	BERNSTEIN, SIMON	Aliases:	none
5			DEFENDANT	@3032017	LIC HOLDINGS INC	Aliases:	none
6			DEFENDANT	@3032011	ARBITRAGE INTERNATIONAL MANAGEMENT LLC	Aliases:	none
7			JUDGE	AA	KELLEY, JUDGE GLENN	Aliases:	none
8			ATTORNEY	0260347	FEAMAN , ESQ, PETER M	Aliases:	none
9			ATTORNEY	0108510	SWERGOLD , ESQ., JON L	Aliases:	none
10	3		ATTORNEY	0040596	ARNSDORFF, KRISTINA L	Aliases:	none
11	6		ATTORNEY	0040596	ARNSDORFF, KRISTINA L	Aliases:	none
12			DEFENDANT	@3179613	TESCHER, DONALD	Aliases:	none
13			DEFENDANT	@3179614	SPALLINA, ROBERT	Aliases:	none
14			DEFENDANT	@3179615	BERNSTEIN FAMILY REALTY LLC	Aliases:	none

Docket Entries

Docket Number	Docket Type	Book and Page No.	Attached To:
	800FF - CAFF		
Filing Date:	30-JUL-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	none.		
	00000 - ADDITIONAL COMMENTS		
Filing Date:	30-JUL-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	none.		
	PE - PENDING		
Filing Date:	30-JUL-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	none.		
	RCPT - RECEIPT FOR PAYMENT		
Filing Date:	30-JUL-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	A Payment of -\$401.00 was made on receipt CAMB698452.		
1	CMP - COMPLAINT		
Filing Date:	30-JUL-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	none.		

2	CCS - CIVIL COVER SHEET		
Filing Date:	30-JUL-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	<i>none.</i>		
	RCPT - RECEIPT FOR PAYMENT		
Filing Date:	31-JUL-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	A Payment of -\$40.00 was made on receipt CAMB698832.		
3	SMIS - SUMMONS ISSUED		
Filing Date:	31-JUL-2012		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	SM-12-090306		
4	SMIS - SUMMONS ISSUED		
Filing Date:	31-JUL-2012		
Filing Party:	BERNSTEIN, SIMON		
Disposition Amount:			
Docket Text:	SM-12-090307		
5	SMIS - SUMMONS ISSUED		
Filing Date:	31-JUL-2012		
Filing Party:	LIC HOLDINGS INC,		
Disposition Amount:			
Docket Text:	SM-12-090308		
6	SMIS - SUMMONS ISSUED		
Filing Date:	31-JUL-2012		
Filing Party:	ARBITRAGE INTERNATIONAL MANAGEMENT LLC,		
Disposition Amount:			
Docket Text:	SM-12-090309		

SRTN - SERVICE RETURN (ATTACHED)			
Filing Date:	07-AUG-2012		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	SER 7/31/12		
SRTN - SERVICE RETURN (ATTACHED)			
Filing Date:	07-AUG-2012		
Filing Party:	BERNSTEIN, SIMON		
Disposition Amount:			
Docket Text:	SER 8/1/12		
SRTN - SERVICE RETURN (ATTACHED)			
Filing Date:	07-AUG-2012		
Filing Party:	ARBITRAGE INTERNATIONAL MANAGEMENT LLC,		
Disposition Amount:			
Docket Text:	SER 7/31/12		
SRTN - SERVICE RETURN (ATTACHED)			
Filing Date:	07-AUG-2012		
Filing Party:	LIC HOLDINGS INC,		
Disposition Amount:			
Docket Text:	SER 7/31/12		
7	NOAP - NOTICE OF APPEARANCE		
Filing Date:	09-AUG-2012		
Filing Party:	FEAMAN , ESQ, PETER M		
Disposition Amount:			
Docket Text:	AS CO COUNSEL FOR PLT		
8	NOED - NOTICE OF EMAIL DESIGNATION		
Filing Date:	06-SEP-2012		
Filing Party:	FEAMAN , ESQ, PETER M		
Disposition Amount:			

Docket Text:	<i>none.</i>		
9	MOT - MOTION		
Filing Date:	10-SEP-2012		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	MOTION FOR ENLARGEMENT OF TIME		
10	NOED - NOTICE OF EMAIL DESIGNATION		
Filing Date:	17-SEP-2012		
Filing Party:	SWERGOLD , ESQ., JON L		
Disposition Amount:			
Docket Text:	PRIMARY AND SECONDARY E-MAIL		
11	NOED - NOTICE OF EMAIL DESIGNATION		
Filing Date:	18-SEP-2012		
Filing Party:	FEAMAN , ESQ, PETER M		
Disposition Amount:			
Docket Text:	<i>none.</i>		
12	SUG - SUGGESTION		
Filing Date:	20-SEP-2012		
Filing Party:	BERNSTEIN, SIMON		
Disposition Amount:			
Docket Text:	SUGGESTION OF DEATH		
13	MOT - MOTION		
Filing Date:	25-SEP-2012		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	SECOND FOR ENLARGEMENT OF TIME		
14	MDIS - MOTION TO DISMISS		
Filing Date:	03-OCT-2012		
	BERNSTEIN TED S		

Filing Party:	PETER M. FEAMAN, LLC		
Disposition Amount:			
Docket Text:	MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION FOR MORE DEFINITE STATEMENT		
15	ORSH - ORDER SETTING HEARING		
Filing Date:	15-OCT-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	SET FOR 14-JAN-13 (G. KELLEY)		
16	NOTD - NOTICE OF TAKING DEPOSITION		
Filing Date:	16-OCT-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	PETER M. FEAMAN 10/19/12		
17	SPIS - SUBPOENA ISSUED		
Filing Date:	16-OCT-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	RC PETER M. FEAMAN SP-12-002445		
18	RNOT - RE-NOTICE		
Filing Date:	19-OCT-2012		
Filing Party:	SWERGOLD , ESQ., JON L		
Disposition Amount:			
Docket Text:	<i>none.</i>		
19	OBJ - OBJECTION		
Filing Date:	26-OCT-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	THE LAW FIRM OF PETER M. FEAMAN PA OBJECTIONS TO SUBPOENA AND MOTION FOR PROTECTIVE ORDER		
20	MOT - MOTION		

Filing Date:	06-NOV-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	MOTION FOR SUBSTITUTION OF PARY		
21	REQ - REQUEST		
Filing Date:	09-NOV-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DFT LIC HOLDINGS INC		
22	REQ - REQUEST		
Filing Date:	09-NOV-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DFT TED S. BERSTEIN		
23	REQ - REQUEST		
Filing Date:	09-NOV-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	FIRST RQUEST FOR PRODUCTION OF DOCUMENTS TO DFT ARBITRAGE INTERNA TIONAL MANAGEMENT LLC		
24	MOT - MOTION		
Filing Date:	14-NOV-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	MOTION FOR DISQUALIFICATION		
25	NOF - NOTICE OF FILING		
Filing Date:	14-NOV-2012		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			

Docket Text:	AFFIDAVIT IN SUPPORT OF MOTION FOR DISQUALIFICATION		
26	MFPO - MOTION FOR PROTECTIVE ORDER		
Filing Date:	11-DEC-2012		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	TO REQUEST FOR PRODUCTION		
27	NOH - NOTICE OF HEARING		
Filing Date:	28-DEC-2012		
Filing Party:			
Disposition Amount:			
Docket Text:	IN-RE MOTION FOR PROTECTIVE ORDER 1/14/13		
28	RESP - RESPONSE TO:		
Filing Date:	08-JAN-2013		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	TO DFTS MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR MORE DEFINITE STATEMENT		
29	NOED - NOTICE OF EMAIL DESIGNATION		
Filing Date:	14-JAN-2013		
Filing Party:	ARNSDORFF, KRISTINA L		
Disposition Amount:			
Docket Text:	AMENDED		
30	ORDD - ORDER DENYING		
Filing Date:	14-JAN-2013		
Filing Party:			
Disposition Amount:			
Docket Text:	DEFENDANTS' MOTION FOR PROTECTIVE ORDER. G. KELLEY		
31	ORSH - ORDER SETTING HEARING		
Filing Date:	17-JAN-2013		

Filing Party:			
Disposition Amount:			
Docket Text:		MOTION FOR DISQUALIFICATION 3/25/13 DTD 1/16/13 G KELLEY	
32	ORD - ORDER		
Filing Date:		23-JAN-2013	
Filing Party:			
Disposition Amount:			
Docket Text:		DFTS MOTION TO DISMISS OR IN THE ALTERNATIVE MOTION FOR FOR DEFINITE STATEMENT, PLT SHALL HAVE 20 DAYS TO AMEND COMPLAINT (SEE ORDER FOR DETAILS) 1/23/13 G KELLEY	
33	NOH - NOTICE OF HEARING		
Filing Date:		25-JAN-2013	
Filing Party:			
Disposition Amount:			
Docket Text:		IN-RE MOTION FOR SUBSTITUTION OF PARTY 1/31/13	
34	NCAN - NOTICE OF CANCELLATION		
Filing Date:		01-FEB-2013	
Filing Party:			
Disposition Amount:			
Docket Text:		HEARING OF HEARNIG ON PLT'S MOTION TO SUBSTITUTION OF PARTY 1/31/13	
35	RESP - RESPONSE TO:		
Filing Date:		05-FEB-2013	
Filing Party:		LIC HOLDINGS INC,	
Disposition Amount:			
Docket Text:		RESPONSES AND OBJECTIONS TO PLT'S FIRST REOUEST FOR PRODUCTION OF DOCUMENTS	
36	RESP - RESPONSE TO:		
Filing Date:		05-FEB-2013	
Filing Party:		ARBITRAGE INTERNATIONAL MANAGEMENT LLC,	
Disposition Amount:			
Docket Text:		RESPONSES AND OBJECTIONS TO PLT'S FIRST REQUEST FOR	

Docket Text:	RESPONSES AND OBJECTIONS TO PLT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS		
37	RESP - RESPONSE TO:		
Filing Date:	05-FEB-2013		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	RESPONSES AND OBJECTIONS TO PLT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS		
38	CMP - COMPLAINT		
Filing Date:	14-FEB-2013		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	AMENDED		
39	NOUN - NOTICE OF UNAVAILABILITY		
Filing Date:	15-FEB-2013		
Filing Party:	FEAMAN, ESQ, PETER M		
Disposition Amount:			
Docket Text:	<i>none.</i>		
41	MOT - MOTION		
Filing Date:	20-FEB-2013		
Filing Party:	STERN, ESQ, KENNETH D		
Disposition Amount:			
Docket Text:	TO WITHDRAW AS CO COUNSEL FOR THE PLT		
42	MCMP - MOTION TO COMPEL		
Filing Date:	21-FEB-2013		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	DFT LIC HOLDINGS TO PRODUCE DOCUMENTS RESPONSIVE TO PLT'S FIRST REQUEST FOR PRODUCTION		
43	MCMP - MOTION TO COMPEL		
Filing Date:	21-FEB-2013		
Filing Party:	STANSBURY, WILLIAM E		

Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	DFT ARBITRAGE INTERNATIONAL MANAGEMENT TO PRODUCE DOCUMENTS RESPONSIVE TO PLTS FIRST REQUEST FOR PRODUCTION OF DOCUMENTS		
	RCPT - RECEIPT FOR PAYMENT		
Filing Date:	22-FEB-2013		
Filing Party:			
Disposition Amount:			
Docket Text:	A Payment of -\$10.00 was made on receipt CAMB759039.		
40	SMIS - SUMMONS ISSUED		
Filing Date:	22-FEB-2013		
Filing Party:	TESCHER, DONALD		
Disposition Amount:			
Docket Text:	SM-13-021165		
44	MOT - MOTION		
Filing Date:	25-FEB-2013		
Filing Party:	BERNSTEIN, TED S		
Disposition Amount:			
Docket Text:	MOTION FOR ENLARGEMENT OF TIME TO RESPOND TO AMENDED COMPLAINT		
45	MCMP - MOTION TO COMPEL		
Filing Date:	26-FEB-2013		
Filing Party:	STANSBURY, WILLIAM E		
Disposition Amount:			
Docket Text:	DFT TED BERNSTEIN TO PRODUCE DOCUMENTS RESPONSIVE TO PLT'S FIRST REQUEST FOR PRODUCTION		