

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.
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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: Rigas (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:	none.		
	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	
Filing Party:		BERNSTEIN TED S	

Filing Party:	PETER M. FEAMAN, P.C.		
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:	none.		
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:			
	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		