PALM BEACH COUNTY
SHERIFF'S OFFICE

3228 Gun Club Road • West Palm Beach, FL 33406-3001 • (561) 688-3000 • http://www.pbso.org

THIS COMPLIES WITH FLORIDA STATE STATUTE §960.001/VICTIM ASSISTANCE ACT

VICTIM/WITNESS RIGHTS AND CASE INFORMATION FORM

(PLEASE PRINT ONLY)

DATE: 07/15/13 TIME: 1242 PBSO CASE REPORT #: 13-097087

SIGNAL #: 53 TYPE OF OFFENSE: FRAUD

REPORTING OFFICER: LONGSWORTH ID #: 7657

OFFICER'S TELEPHONE #: (561) 558-2700 DIST./BUREAU/SECTION: 7/RP/4301

The above includes information you will need if you contact the Sheriff's Office to provide further information about the case or to receive copies of reports.

Every possible effort will be made to solve the crime, apprehend the perpetrators, and retrieve any property you may have lost. You will be contacted if we are able to solve or make any significant progress in solving the case.

If you learn of any information which may assist in solving the case, but have not been contacted by a PBSO investigator, and the information is not urgent, please call the District phone number listed below between 8:30 A.M. and 5:00 P.M.

If this information is urgent, please call the Sheriff's Office at the following locations: West Palm Beach (561) 688-3000 or Belle Glade (561) 996-1670.

Information communicated to this agency must be accompanied by the CASE REPORT NUMBER. Copies of most reports may be obtained at our Central Records Section, 3228 Gun Club Road, West Palm Beach, approximately seven to ten days after the date the crime was reported. Call Central Records at (561) 688-3140 for any inquiries regarding copies of reports. Note that certain investigations are not made available until the investigation is completed.

FOR INFORMATION REGARDING THE SERVICES AVAILABLE TO YOU AS A CRIME VICTIM OR WITNESS, REFER TO THE REVERSE SIDE OF THIS FORM. FOR YOUR VICTIM'S RIGHTS, REFER TO THE REVERSE OF THIS FORM.

PBSO Domestic Violence/Victim Witness Unit

ADVOCATES: (561) 688-4195 • (561) 688-3974 • (561) 688-3978
Spanish (561) 688-3972 • Belle Glade (561) 992-1016
DETECTIVES: (561) 688-3975 • Belle Glade (561) 992-1015

DOMESTIC VIOLENCE	
Atty. General's Office (Criminal Appeals)	561-837-5000 Ext. 168
Clerk of Court-Restraining Orders	561-355-2277
Court Services (SOR, etc.)	561-355-6308
Crime Compensation	1-800-226-6667
Dept. of Children & Family Services	561-837-5078
Florida Resource Center for Women & Children	561-848-8383
Juvenile Assessment Center	561-682-0000
Legal Aid - Central	561-655-8944
South	1-800-403-9353
PBC Victim Services - North	561-624-6648
Central	561-355-2418
South	561-274-1500
West	561-996-4871
Pride Probation (County)	561-683-6776
State Probation Dept. (DOC)	561-837-5175
Family Violence Section	561-355-7433
State Attorney's Office	561-355-7100
Victim Compensation	800-226-6667
VINE (Inmate Release Notification)	877-727-6846

COUNSELING AND SUPPORT GROUPS	
CARP/PATH (Substance Abuse)	561-844-6400
Center for Info. & Crisis Services	211 or 1-866-882-2991
Comprehensive Aids Program	561-472-9160
Crossroads	561-868-3586
Drug Abuse Foundation	561-732-0800
Drug Testing and Counseling Services	561-433-0123
Families First	561-243-8668

COUNSELING AND SUPPORT GROUPS (continued)	
Compass House (Gay & Lesbian)	561-533-9699
Jerome Golden Center for Behavior Health (45th Street Mental Health Center)	561-383-8000
South County Mental Health Center	561-737-8400/561-495-0522
Women in Transition - YWCA	561-640-9844

SHELTERS	
AVDA (Southern PBC)	561-265-2900
YWCA Harmony House (WPB)	800-973-YWCA

FAMILY AND CHILDREN SERVICES	
AAA-Area Agency on Aging	561-684-5885
Center for Family Services	561-616-1222
Children's Home Society of South Coastal Florida	561-868-4300
Main	1-800-433-0010
Children's Healing Institute	561-585-1650
Children's Place at Home Safe	561-433-0060
CILO-Coalition for Independent Living Options (Disabilities)	561-966-4288
Elder Justice Center	561-355-4385
Family Connection	561-355-3200
Florida Resource Center for Women & Children	561-848-8383
Gratitude House	561-833-6826
Guardian ad Litem	561-355-2773
Haitian Family Services	561-202-9027
High Ridge Family Center	561-840-4540
Hispanic Human Resources	561-641-7400
Homeless Coalition	561-478-5351
Home Safe (State Attorney's Office)	561-433-0060
MADD	561-683-5888
Parent Child Center	561-841-3500
Safety Net Program	561-433-0060
The Haven	561-483-0962
Youth Service Bureau	561-712-6640

PALM BEACH COUNTY SHERIFF'S OFFICE – **SWORN STATEMENT**

Per FL statute 837.012, whoever knowingly makes a false statement under oath shall be guilty of a misdemeanor of the first degree punishable by imprisonment up to 1 year.

☐ WITNESS ☒ VICTIM ☐ OTHER

CASE #:	ZONE:	SUSPECT:	DATE & TIME OF ORIGINAL EVENT/OFFENSE:
13-097087	7-52	—	07/15/13 1241

EVENT TYPE:	DEPUTY:	ID#:
FRAUD	LONGSWORTH	7657

COMPLETE EVERYTHING BELOW – PRINT LEGIBLY

LAST NAME:	FIRST NAME:	MIDDLE INITIAL:	RACE:	SEX:
Bernstein	Eliot	I	W	M

DATE OF BIRTH: (MM/DD/YYYY)	YOUR HEIGHT:	YOUR WEIGHT:	YOUR HAIR COLOR:	YOUR EYE COLOR:
9/30/1963	5'8"	200	brwn	hazel

YOUR HOME ADDRESS: ☐ CHECK IF HOMELESS	CITY:	STATE:	ZIP:
2753 NW 34TH Street	Boca Raton	FL	33434
YOUR WORK NAME & ADDRESS: ☐ CHECK IF UNEMPLOYED OR RETIRED	**CITY:**	**STATE:**	**ZIP:**
—	—	—	—

WORK PHONE: ☐ CHECK IF NONE	CELL PHONE: ☐ CHECK IF NONE	HOME PHONE: ☐ CHECK IF NONE	EMAIL: ☐ CHECK IF NONE
( ) —	(561) 886 7628	(561) 245-8588	—

WRITE WHAT HAPPENED IN YOUR WORDS IN FULL DETAIL – PRINT LEGIBLY

I — YOUR NAME: Eliot Ivan Bernstein

DO HEREBY VOLUNTARILY MAKE THE FOLLOWING STATEMENT WITHOUT THREAT, COERCION, OFFER OF BENEFIT, OR FAVOR BY ANY PERSONS WHOMSOEVER...

I, Eliot Ivan Bernstein, state the following to be true to the best of my knowledge. That through a series of forged and fraudulent documents (Evidence # 1), prepared and executed by Attorneys at Law, Donald Tescher and Robert Spallina of Tescher + Spallina P.A. and their Notary Public Kimberly Moran, crimes are being committed to misappropriate assets illegally from the estates of Simon (case no. 2012CP004391) and Shirley Bernstein (case no. 502011CP00653XXXXSB). The fraudulent and forged documents constitute both a fraud on the court (circuit court of the 15TH Judicial court in and for Palm Beach County, Florida) and a fraud on the beneficiaries of those estates and are fundamental documents that give the alleged criminals legal powers over the estates. The estates are believed to be worth between $20-50 million dollars and Tescher and Spallina were the estate planners for both Simon and Shirley prior to their passing. Other assets held by the estate include unlisted stocks in a company that holds patents with an estimated value of several billion dollars. That said forged and fraudulent documents are part of each estate court record and are the documents giving Tescher and Spallina powers over the estates to act as Personal Representatives, that were prepared and witnessed by Tescher and Spalling immediately prior to Simon's death and submitted to the Court after Simon's death. That a full breakdown and summary of the fraudulent and forged documents in the estates has been tendered herewith (Evidence # 1) as Prima facie Evidence of these crimes.

It is further believed that Tescher + Spallina are working together in conspiracy with Simon and Shirley's Son, Theodore "Ted" Bernstein to steal and convert estate assets to them. Ted Bernstein with his sister, Pamela Simon, had been cut out of the estates and both were previously angry over being excluded, despite the fact that they had already inherited, while my parents were still alive,

READ AND SIGN

I SWEAR AND AFFIRM THIS AND/OR THE ATTACHED STATEMENTS ARE CORRECT AND TRUE:

YOUR SIGNATURE: X

☒ DEPUTY SHERIFF ☐ NOTARY PUBLIC FSS: 117.10

SWORN TO AND SUBSCRIBED BEFORE ME TODAY:

DATE: 07/15/13 TIME: 1242

SIGNATURE: [signature] ID: 7657

*IF YOU **DO NOT WISH TO PROSECUTE**, COMPLETE THE ABOVE STATEMENT, READ THIS DISCLAIMER AND INITIAL BELOW:* I AM OF LEGAL AGE AND I AM THE REPORTED VICTIM OF A CRIME UNDER FLORIDA LAW. I HEREBY STATE THAT I **WILL NOT** COOPERATE ANY FURTHER WITH THE INVESTIGATION OF THE ALLEGED CRIME. I FURTHER RELEASE THE PALM BEACH COUNTY SHERIFF'S OFFICE OF ANY PRESENT OR FUTURE RESPONSIBILITY AS TO MY CASE. I ACKNOWLEDGE THAT I UNDERSTAND MY RIGHTS AS A CRIME VICTIM, **PARTICULARLY REGARDING VICTIM COMPENSATION ELIGIBILITY**, WHICH INCLUDES SUCH BENEFITS AS REIMBURSEMENT FOR: DISABILITY; LOST WAGES; LOSS OF SUPPORT; MEDICAL, DENTAL, MENTAL HEALTH COUNSELING AND FUNERAL EXPENSES. I AM AWARE I MAY BE GIVING UP THESE RIGHTS FOR MY FAMILY AND MYSELF BY INITIALLING BELOW. I AM TAKING THIS POSITION OF MY OWN FREE WILL KNOWING THAT THE CASE CAN ONLY BE FURTHER INVESTIGATED AND PROSECUTED WITH MY COOPERATION. ☐ DO NOT WISH TO PROSECUTE (INITIAL _____)

(PROSECUTION WAIVER NOT TO BE USED FOR CASES INVOLVING DOMESTIC OR DATING VIOLENCE PER G.O. 508.00)

WHITE - RECORDS COPY ***CANARY*** - STATE ATTORNEY COPY ***PINK*** - OFFICER'S COPY ***GOLD*** - WITNESS / VICTIM COPY

PALM BEACH COUNTY SHERIFF'S OFFICE – **SWORN STATEMENT**

Per FL statute 837.012, whoever knowingly makes a false statement under oath shall be guilty of a misdemeanor of the first degree punishable by imprisonment up to 1 year.

☐ WITNESS ☒ VICTIM ☐ OTHER

CASE #:	ZONE:	SUSPECT:	DATE & TIME OF ORIGINAL EVENT/OFFENSE:
13-097087	7-52		07/15/13 1241

EVENT TYPE:	DEPUTY:	ID#:
FRAUD	LONGSWORTH	7657

COMPLETE EVERYTHING BELOW – PRINT LEGIBLY

LAST NAME:	FIRST NAME:	MIDDLE INITIAL:	RACE:	SEX:
Bernstein	Eliot	I	W	M

DATE OF BIRTH: (MM/DD/YYYY)	YOUR HEIGHT:	YOUR WEIGHT:	YOUR HAIR COLOR:	YOUR EYE COLOR:
9/30/1963	5'8	200	Brown	hazel

YOUR HOME ADDRESS: ☐ CHECK IF HOMELESS	CITY:	STATE:	ZIP:
2753 NW 34th St	Boca Raton	FL	33434

YOUR WORK NAME & ADDRESS: ☐ CHECK IF UNEMPLOYED OR RETIRED	CITY:	STATE:	ZIP:
—	—	—	—

WORK PHONE: ☐ CHECK IF NONE	CELL PHONE: ☐ CHECK IF NONE	HOME PHONE: ☐ CHECK IF NONE	EMAIL: ☐ CHECK IF NONE
( )	(561) 886-7628	(561) 245-8588	—

WRITE WHAT HAPPENED IN YOUR WORDS IN FULL DETAIL – PRINT LEGIBLY

I — YOUR NAME: Eliot Ivan Bernstein

DO HEREBY VOLUNTARILY MAKE THE FOLLOWING STATEMENT WITHOUT THREAT, COERCION, OFFER OF BENEFIT, OR FAVOR BY ANY PERSONS WHOMSOEVER...

long standing family businesses worth millions of dollars each. That these near deathbed estate planning changes occurred while Simon was under extreme physical and mental duress from pressures placed upon him by Ted and Pamela several weeks before he passed away on September 13, 2012, as described more fully in the Petitions filed with the probate court and submitted in entirety herewith as evidence (Evidence # 5). On September 13, 2012, the day Simon passed, Ted Bernstein contacted the Palm Beach County Sheriff's Office and claimed that my father Simon might have been purposely murdered by his companion Maritza Puccio and opened a formal complaint case # 12-121313.

With the discovery of forged and fraudulent documents in the estates submitted to the Florida Probate Court as part of a fraud on the court, the question of just what happened to Simon from the time immediately prior to his passing and supposedly signing these documents, to his sudden and unexpected death, becomes a matter for further investigation into possible foul play. An autopsy was also ordered by Ted Bernstein on Simon, as yet, I do not have a copy of the report. Taking into account this new Prima facie evidence of foul play in submitting knowingly forged and fraudulent documents it may be prudent to do another more thorough autopsy and investigation into the death of Simon Bernstein and possibly Shirley Bernstein. For a full list of alleged crimes taking place in the estates by those named herein, a full copy of a Petition that has been filed in both estates with the probate court has been submitted herewith as evidence (Evidence # 5) The crimes alleged in the Petition, include but are not limited to, theft of jewelry and art, attempted theft of life insurance proceeds, see (evidence # 4 beneficiaries) theft of securities accounts, fraud on the court, fraud on the beneficiaries, forgery and possible murder.

PAGE 2 OF 4

READ AND SIGN

I SWEAR AND AFFIRM THIS AND/OR THE ATTACHED STATEMENTS ARE CORRECT AND TRUE:

YOUR SIGNATURE: X

☒ DEPUTY SHERIFF ☐ NOTARY PUBLIC FSS: 117.10

SWORN TO AND SUBSCRIBED BEFORE ME TODAY:

DATE: 07/15/13 TIME: 1242

SIGNATURE: D/S ID: 7657

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WHITE - RECORDS COPY ***CANARY*** - STATE ATTORNEY COPY ***PINK*** - OFFICER'S COPY ***GOLD*** - WITNESS / VICTIM COPY

PBSO #0134 REV. 12/11

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☐ WITNESS ☒ VICTIM ☐ OTHER

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FRAUD	LONGSWORTH	7657

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( ) —	(561) 886-7628	(561) 245-8588	—

WRITE WHAT HAPPENED IN YOUR WORDS IN FULL DETAIL – PRINT LEGIBLY

I YOUR NAME: Eliot Bernstein

DO HEREBY VOLUNTARILY MAKE THE FOLLOWING STATEMENT WITHOUT THREAT, COERCION, OFFER OF BENEFIT, OR FAVOR BY ANY PERSONS WHOMSOEVER...

The Evidence # 1 submitted herewith, is part of a Petition filed with each estate that gives the background and copies of the forged and fraudulent documents for inclusion with this complaint for review of crimes alleged herein.

The Evidence # 2 submitted herewith, is a copy of complaints filed with the Governor of Florida Notary Public Fraud division for inclusion with this complaint for review of the crimes alleged herein.

The Evidence # 3 submitted herewith is a copy of a recent correspondence between two lawyers who have been trying to help my family gain information refused by Tescher + Spalling regarding the beneficial interests of my family.

The Evidence # 4 submitted herewith, is a copy of a recent US District Court Case that appears to reveal that Tescher + Spalling and Ted Bernstein, along with Pamela Simon's husband David Simon's brother Adam Simon, are working together to try and claim an insurance policy of the estates proceeds using what appear other types of fraudulent documents and claims on the Federal Court in Illinois. The life insurance carrier has refused to release the benefits to them as they have proposed and have counter sued (not denying they owe a claim but claiming the claims of Theodore et al are unfounded), including adding me to the lawsuit as a counter defendant.

The Evidence # 5 submitted herewith, is a full copy of a petition filed in both Simon and Shirley Bernstein's estate case with the Circuit Court of the 15TH Judicial Circuit in and for Palm Beach County, Florida.

PAGE 3 OF 4

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I SWEAR AND AFFIRM THIS AND/OR THE ATTACHED STATEMENTS ARE CORRECT AND TRUE:

YOUR SIGNATURE: X

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FRAUD	Longsworth	7657

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( ) —	(561) 886-7628	(561) 245-8588	—

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I — YOUR NAME: Eliot Bernstein

DO HEREBY VOLUNTARILY MAKE THE FOLLOWING STATEMENT WITHOUT THREAT, COERCION, OFFER OF BENEFIT, OR FAVOR BY ANY PERSONS WHOMSOEVER...

EVIDENCE # 1 –

EVIDENCE # 2 –

EVIDENCE # 3 –

EVIDENCE # 4 –

EVIDENCE # 5 –

* ALL EVIDENCE AVAILABLE PER REQUEST AS INSTRUCTED BY PALM BEACH COUNTY SHERIFF SUBSTATION 7 TO RETAIN DOCUMENTS FOR INVESTIGATING OFFICER

Robert L. Spallina, ESQ, DONALD TESCHER, ESQ AND KIMBERLY MORAN @
TESCHER & SPALLINA, P.A., BOCA VILLAGE CORPORATE CENTER I,
4855 Technology Way, Suite 720, Boca Raton, FL 33431

Theodore "Ted" Stuart Bernstein
880 Berkeley Street
Boca Raton, FL 33487

PAGE 4 OF 4

READ AND SIGN

I SWEAR AND AFFIRM THIS AND/OR THE ATTACHED STATEMENTS ARE CORRECT AND TRUE:

YOUR SIGNATURE: X

☒ DEPUTY SHERIFF ☐ NOTARY PUBLIC FSS: 117.10

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PBSO #0134 REV. 12/11

Palm Beach Sheriff Department Statement

I, Eliot Ivan Bernstein, state the following to be true to the best of my knowledge. That through a series of forged and fraudulent documents (Evidence #1), prepared and executed by Attorneys at Law, Donald Tescher and Robert Spallina of Tescher & Spallina and their Notary Public Kimberly Moran, crimes are being committed to misappropriate assets illegally from the estates of Simon (CASE NO. 2012CP004391IX) and Shirley Bernstein (CASE NO. 502011CP00653XXXXSB). The fraudulent and forged documents constitute both a Fraud on the Court (CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA) and a Fraud on the Beneficiaries of those estates and are fundamental documents that give the alleged criminals legal powers over the estates. The estates are believed to be worth between $20-50 Million Dollars and Tescher & Spallina were the estate planners for both Simon and Shirley prior to their passing. Other assets held by the estate include unlisted stocks in a company that holds patents with an estimated value of several billion dollars. That said forged and fraudulent documents are part of each estate court record and are the documents giving Tescher & Spallina powers over the estates to act as Personal Representatives that were prepared and witnessed by Tescher and Spallina immediately prior to Simon's death and submitted to the court after Simon's death. That a full breakdown and summary of the Fraudulent and Forged documents in the estates has been tendered herewith (Evidence #1) as Prima Facie Evidence of these crimes.

It is further believed that Tescher & Spallina are working together with Simon & Shirley's son, Theodore Bernstein to steal and convert estate assets to them. Theodore Bernstein with his sister, Pamela Simon, had been cut out of the estates and both were previously angry over being excluded, despite the fact that they had already inherited, while my parents were still alive, long standing family businesses worth millions of dollars each. That these near deathbed estate planning changes occurred while Simon was under extreme physical and mental duress from pressures placed upon him by Theodore and Pamela several weeks before he passed away on September 13, 2012, as described more fully in the Petitions filed with the probate court and submitted in entirety herewith as evidence (Evidence #5). On September 13, 2012, the day Simon passed, Theodore Bernstein contacted the Palm Beach County Sheriff Office and claimed that my father Simon might have been purposely murdered by his companion Maritza Puccio and opened a formal complaint Case #12-121313.

With the discovery of forged and fraudulent documents in the estates submitted to the Florida Court as part of a Fraud on the Court, the question of just what happened to Simon from the time immediately prior to his passing and supposedly signing these documents, to his sudden and unexpected death, becomes a matter for further investigation into possible foul play. An autopsy was also ordered by Theodore Bernstein on Simon, as yet, I do not have a copy of the report. Taking into account this new Prima Facie evidence of foul play in submitting knowingly forged and fraudulent documents it may be prudent to do another more thorough autopsy and investigation into the death of Simon Bernstein and possibly Shirley Bernstein. For a full list of alleged crimes taking place in the estates by those named herein, a full copy of a Petition that has been filed in both estates with the probate court has been submitted herewith as evidence (Evidence #5). The crimes alleged in the Petition, include but are not limited to, theft of jewelry and art, attempted theft of insurance proceeds (See Evidence

#4_____), theft of securities accounts, fraud on the court, fraud on the beneficiaries, forgery and possible murder.

That Evidence # 1_____ submitted herewith, is part of a Petition filed with each estate that gives the background and copies of the forged and fraudulent documents for inclusion with this complaint for review of crimes alleged herein.

That Evidence #2_____ submitted herewith, is a copy of complaints filed with the Governor of Florida Notary Public Fraud division for inclusion with this complaint for review of the crimes alleged herein.

That Evidence #3_____submitted herewith, is a copy of a recent correspondence between two lawyers who have been trying to help my family gain information refused by Tescher & Spallina regarding the beneficial interests of my family.

That Evidence #4_____submitted herewith, is a copy of a recent US District Court case that appears to reveal that Tescher & Spallina and Theodore Bernstein, along with Pamela Simon's husband David Simon's brother Adam Simon, are working together to try an claim an insurance policy of the estates proceeds using what appear other types of fraudulent documents and claims on that Federal Court in Illinois. The carrier has refused to release the benefits to them as they have proposed and have counter sued (not denying they owe a claim but claiming the claims of Theodore et al. are unfounded), including adding me to the lawsuit as a counter-defendant.

That Evidence #5_____submitted herewith, is a full copy of a Petition filed in both Simon and Shirley Bernstein's estate case with the CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA.

I swear under Penalty of Perjury, that all of the above statements are true to the best of my knowledge and belief, so help me G-d.

Eliot Ivan Bernstein

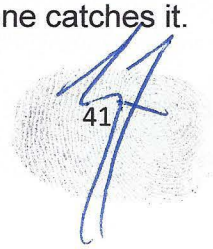
EVIDENCE 1

IX. FORGED AND FRAUDULENT DOCUMENTS FILED IN THE ESTATE OF SHIRLEY IN THIS COURT BY TESCHER AND SPALLINA CONSTITUTING A FRAUD ON THIS COURT AND THE BENEFICIARIES AND MORE

203. That once Tripp Scott received this partial and incomplete set of documents for the Estates from TS, it immediately became clear that certain documents stood out as absolute Prima Facie evidence of Forgery and Fraud in documents submitted by estate counsel TS to this Court and now part of this Court's record.
204. That over a month after Simon's passing on October 24, 2012 TS filed with this Court several "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE" ("Waiver(s)") necessary for the closing of the estate of Shirley Bernstein that had come from Simon, Theodore, Pamela, Lisa, Jill and Petitioner, all signed at different times and locations. Exhibit 12 – Waivers Not Notarized.
205. That in a Memorandum sent by this Court to TS on Nov 05, 2012, **nearly two months after Simon's death**, this Court then sent back all of these Waivers for notarization by each party, stating, "Receipts for assets from all of the specific beneficiaries were not notarized." Exhibit 13 – This Court's Memo to TS.
206. That on November 19, 2012 this Court received documents that appear similar to those sent back from TS but now, they were supposedly notarized on the prior date they were signed months earlier. The earlier documents signed did not have a notary but these somehow now did.
207. That in the November 19, 2012 Waivers sent back to this Court, the Waivers appear to have been altered from those sent back by this Court, to now have a notary public seal contained on them that is falsely witnessed on a time in the past. It would be impossible to have the documents notarized in the past without a time machine but that is what

appears in the Court record. Exhibit 14 – Waivers Notarized on Dates Months in the Past.

208. That the documents returned to this Court by TS in some instances, including Petitioner's, appears at first glance to have the exact same signatures and writings from the prior documents dated and signed months earlier without notary but now had been notarized in November 2012 on the dates in the past.
209. That in the November 19, 2012 Waivers returned to the Court there was also a notarized Waiver from Simon, now notarized and signed. However, the Court did not send the document to have a notarized Waiver until two months after Simon's death and thereby raising the question of **just how Simon rose from the grave to notarize a document in November 2012 when he passed away in September 2012**, again Prima Facie evidence of Fraud and Forgery and more. Exhibit 15 – Simon's Waiver Signed Post Mortem.
210. That all of the Waivers appear to have been further altered with scienter, whereby the un-notarized documents sent back by this Court appear also to have been allegedly criminally altered by shrinking the original un-notarized documents in size and then affixing a false notary seal upon them and then creating a merged and new document, of which the signatures were then forged onto the new documents to resemble the documents submitted to the Court, which were then sent by US Mail back to this Court. This appears to be how dead men sign and notarize documents in the past post mortem or Petitioner waits for a better explanation from this Court.
211. That Petitioner's prior signed and not notarized Waiver also came back notarized, despite the fact that Petitioner has never met with TS and/or their notary to notarize any documents and therefore Petitioner's notarized document appears to be the same document sent back by the Court but now is also forged and altered to affix a fraudulent notarization and signature on documents dated and executed in the past.
212. That on information and belief, Petitioner's sisters were also not in Florida during the time period of the documents being falsely notarized in November 2012 and therefore could not have signed personally in front of the notary on a date in the past either and thus it is alleged that their signatures and notary have been forged as well.
213. That why would someone get a document back in November 2012 from the Court to notarize it and then recreate that document, using in Simon's example April 2012 as the signing date and then affix a notary seal on a document that was not originally notarized on the date in the past. Hard to understand other than when one of the parties you need to have notarize the document is dead for two months and you cannot get his signature or have him appear before a notary but you also cannot submit a document dated in the present as everyone would see a dead man signing and notarizing and find that hard to believe. So, it appears you take the document from April and you carefully craft it to look like the ones done in the past, replete with attempted forged signatures and shrink it to fit a notary and presto, you hope no one catches it.



214. That this altercation of the Waivers by manipulation and altercation of the prior documents shows that this was no notarization mistake or accident but rather a carefully crafted FORGERY by TS and their notaries, attempting to make the resubmitted documents look identical to the earlier documents signed and doing a wholly amateur job of FORGERY with so many inconsistencies existing in the two documents for each party that a child can spot the numerous defects in signatures and more.
215. That Petitioner alleges that these alleged document forgeries and signature forgeries and fraudulent notarizations re-submitted to this Court by TS, Tescher and Spallina constitute an instance of irrefutable Fraud on this Court and Fraud, Fraud on Petitioner's family and Fraud on the Beneficiaries, commissioned through alleged felony violations of law by the Personal Representatives, Trustees and Estate Counsel. Yes, it appears the fraudulent documents were sent via mail or wire to the Court and others.
216. That Petitioner was never notified by TS that documents were sent back from the Court and needed to be notarized until recovering them from the Court, perhaps one of the reasons TS and others are hiding documents essential to the Estates.
217. That on January 23, 2013 after reviewing the Forged and Fraudulent documents with Tripp Scott and their Notary Public expert at their offices, Tripp Scott prepared and Petitioner signed a **REVOCATION** OF: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE ("Revocation") revoking the alleged Fraudulent and Forged Waiver that was submitted to this Court on Petitioner's behalf and without Petitioner's knowledge or consent by TS. Exhibit 16 - Petitioner Revocation of Waiver.
218. That Petitioner is unclear as to whether Tripp Scott filed this Revocation on behalf of Petitioner with this Court prior to having to separate representations as described further herein due to conflict between Petitioner and his children. That if Tripp Scott did not file such Revocation with this Court that such Revocation attached herein may now also be construed to be filed with this Court through submission herein.
219. That Petitioner's Revocation herein may cause this Court to reopen and re-administer the Estate of Shirley again free of such Fraudulent and Forged documents and the effects of them.
220. That Petitioner claims that Simon's Waiver should also be stricken from the record in Shirley's estate, as it too is a Fraudulent and Forged document, as it appears impossible that Simon could have signed and notarized a document post mortem and again his document was shrunk to fit the notary public seal and his signature appears to have been forged.
221. That Petitioner states that these alleged Forged and Fraudulent documents are Prima Facie evidence of the alleged criminal activity in the estate of Shirley should be reported by this Court to all appropriate criminal authorities for immediate investigation. If this Court does not intend on notifying the appropriate authorities on its own authority, which

may constitute Misprision of a Felony, including notifying the Governor of the State of Florida for the alleged illegal and improper notarizations and reporting the alleged Forgery and Fraud on the Court to criminal authorities, then Petitioner requests the Court notify him in writing that the Court is not intending on reporting the alleged criminal activity and tendering the evidences exhibited herein of such alleged criminal acts to the authorities and Petitioner will contact these authorities directly. That Petitioner feels that it is a duty of this Court to report such alleged criminal activities and exhibited Prima Facie evidence, especially where the alleged crimes are alleged committed by another Attorney at Law acting as an Officer of this Court, as is the case with TS, Spallina and Tescher.

X. INCOMPLETE NOTARIZATION IN THE ALLEGED 2012 AMENDED TRUST OF SIMON AND MORE

222. That upon reviewing the documents in the estate of Simon sent by TS to Tripp Scott and those gathered by Petitioner from this Court, several more problems arose with the validity and legality of estate and other documents prepared and filed by TS with this Court, the Beneficiaries and Interested Parties, including the fact that the alleged 2012 Amended Trust of Simon dated July 25, 2012, less than two months before Simon's death on September 13, 2012, also is alleged deficient in the notarization.[4] See Exhibit 17 – Signature Pages of Alleged 2012 Amended Trust.
223. That in the alleged 2012 Amended Trust neither the identification that Simon appeared or was known on that date to the notary was indicated, so that Simon neither appeared before the notary or was known to the notary at the time of notarization of the alleged 2012 Amended Trust that Spallina and others have gained powers over the estates using. The failed notarization of this document making it an alleged nullified document that cannot be relied upon legally and due to the lack of care and duty by TS to properly notarize these documents, a further Breach of Fiduciary Duties by TS and further possible evidence of Notary Public Fraud by TS and others, all beneficiaries have further liabilities and burdens.
224. That the alleged 2012 Amended Trust of Simon also appears improperly witnessed by Spallina who acts as one of the two Witnesses to the alleged 2012 Amended Trust, a

[4] http://notarypublic-florida.com/liability.htm
A recent court decision should be of special interest to Florida notaries and their employers. In Ameriseal of North East Florida, Inc. v. Leiffer (673 So. 2d 68 [Fla. 5th D.C.A. 1996]), the Court ruled that a notary public and the law firm that employs her may be held liable for damages resulting from an improper notarization... Because notaries are appointed by the Governor, it is the responsibility of the Governor's Office to investigate allegations of misconduct by notaries. The Notary Section investigates hundreds of complaints each year and takes disciplinary action against those notaries found to have been negligent in their duties. Most complaints involve business deals gone awry, persons involved in legal disputes, or friends who asked the notary for a special favor.

document Spallina prepared as Counsel and whereby under the alleged 2012 Amended Trust TS is also granting TS, Tescher and Spallina powers to act in the capacities they have acted in since day one after Simon's death and these same documents also gave them interests in the Estates.

225. That since TS and Spallina have refused to send the original 2008 Trust of Simon to Tripp Scott or Petitioner after repeated requests, it remains unclear as to who the Personal Representatives of Simon's estate were designated to be in the 2008 Trust that TS was changing in the alleged 2012 Amended Trust to make TS, Tescher and Spallina the new Personal Representatives, again a guessing game.
226. That these new problems with notarizations in the estate documents of now Simon combined with the overwhelming Prima Facie evidence of alleged Forged and Fraudulent documents in the estate of Shirley, now begets the question as to just what the bigger Fraud is that is attempting to be pulled off on this Court, the Beneficiaries and Interested parties that would cause Fraudulent, Forged and incomplete documents to be submitted to this Court and others by TS, Spallina and Tescher in now both Simon and Shirley's estate.
227. That Petitioner states that these alleged Forged and Fraudulent documents are Prima Facie evidence of the alleged criminal activity in the estate of Simon should be reported by this Court to all appropriate criminal authorities for immediate investigation. If this Court does not intend on notifying the appropriate authorities on its own authority, which may constitute a Misprision of a Felony, including notifying the Governor of the State of Florida for the alleged illegal and improper notarizations as required by law and reporting the alleged Forgery and Fraud on the Court to criminal authorities, then Petitioner requests the Court notify him in writing that the Court is not intending on reporting the alleged criminal activity and tendering the evidences exhibited herein of such alleged criminal acts to the authorities and Petitioner will contact these authorities directly and immediately. That Petitioner feels that it is a duty of this Court to report such alleged criminal activities with the exhibited Prima Facie evidence, especially where the alleged crimes are alleged committed by another Attorney at Law acting as an Officer of this Court, as is the case with TS, Spallina and Tescher.

XI. INCOMPLETE NOTARIZATION IN THE 2012 WILL OF SIMON AND MORE

228. That the 2012 Last Will and Testament of Simon filed with this Court dated July 25, 2012, forty-nine days before Simon's death on September 13, 2012 is also deficient in the notarization, see Exhibit 18 – Signature Pages of 2012 Will of Simon, as again neither the identification that Simon appeared or was known on that date to the notary was indicated, so that Simon neither appeared before the notary or was known to the notary at the time of notarization of the alleged 2012 Amended Trust that Spallina and

others have gained powers over the estates using. The failed notarization of this 2012 Will making it an alleged nullified document that cannot be relied upon legally and due to the lack of care and duty by TS to properly notarize these documents, a further Breach of Fiduciary Duties by TS and further possible evidence of Notary Public Fraud by TS and others, all beneficiaries have further liabilities and burdens.

229. That additionally there is apparently an unidentified exhibit to the 2012 Will of Simon filed with the Court on October 02, 2012 by TS, which appears to be a previous Will of Simon signed on August 15, 2000, the Will Exhibit. This Will Exhibit is never referenced as an exhibit in the 2012 Will of Simon that was prepared by TS and purportedly signed by Simon on July 25, 2012 and so what exactly it is an exhibit for is unknown. See Exhibit 19 – Relevant Signature Pages of Will Exhibit.
230. That the 2012 Will of Simon was recorded as a nine page document with this Court on October 05, 2012. The 2000 Will Exhibit to the 2012 Will of Simon was filed with the Court October 10, 2012 and docketed as an "exhibit" but no indication to what and appears to be an old Last Will and Testament prepared and executed by Proskauer on August 15, **2000**. As the Will Exhibit is never referenced in the Will of Simon that was prepared by TS in 2012, the questions of if Simon knew this Will Exhibit would be affixed to his Will or would somehow become part of the estate documents filed with this Court and what purpose it would serve or rights it would convey is unknown, as this 2000 Will was voided in the 2012 Will prepared by TS.
231. That as of the date of filing, it remains unclear to Petitioner why the Will Exhibit has been entered and now part of this Court's record and why there are now two Last Will and Testaments in the Estate of Simon filed by TS. That again, the question of what part of a larger scheme is at play here is raised and why is the involvement of Proskauer brought into such a scheme through a 2000 Will Exhibit that is over a decade old and voided??? The relation of Proskauer to Simon and Petitioner has a long and sordid history and will be further discussed and defined herein and in exhibit.
232. That in contrast the Will of Shirley filed with this Court and done in May of 2008 by TS appears to be notarized correctly and the notary properly underlines that Shirley is "personally known to me" on the date of notarization. However the document still suffers from Spallina acting as Counsel and Witness in the document in conflict, despite that no interests or powers appear to be transferred in the Will of Shirley to TS through the execution of the Will, although now all documents become questionable due to the alleged forgeries and fraud in the other documents.

[redacted]

EXHIBIT 12 – WAIVERS NOT NOTARIZED



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

4

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on October 1st, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

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

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

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

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

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

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

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

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

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

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

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

EXHIBIT 13 – THIS COURT'S MEMO TO TS



MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

| X|JUDGE MARTIN H. COLIN Division - IY
| |JUDGE JAMES L. MARTZ Division - IZ
| |JUDGE ROSEMARIE SCHER Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB Estate of Shirley Bernstein

MATTER: Documents being returned Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
COUNTY BRANCH-FILED
2012 NOV -6 AM 10:18

EXHIBIT 14 – WAIVERS NOTARIZED IN PAST

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA
Bonded thru Notary Public Underwriters
#EE 156021
MY COMMISSION EXPIRES April 29, 2016

_____
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

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

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

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

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

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

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

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

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

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

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

Signed on October 1, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

Sworn to and subscribed before me on October 1, 2012, by JILL IANTONI, who is personally known to me ✓ or who produced _____ as identification.

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

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

4

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, personally known to me ✓ or who produced _____ as identification.

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

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Sworn to and subscribed to before me on August 8, 2012, by PAMELA B. SIMON, who is personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
August 16, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

Sworn to, subscribed to before me on August 1 2012, 2012, by TED BERNSTEIN, who is personally known to me ____ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2014
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

4

EXHIBIT 15 – SIMON'S WAIVER SIGNED POST MORTEM

4/15

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

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

KIMBERLY MORAN
MY COMMISSION # EE 156021
EXPIRES April 10, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Notary Public State of Florida

EXHIBIT 16 - PETITIONER REVOCATION OF WAIVER



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF
SHIRLEY BERSTEIN,

Deceased.
_____/

FILE NO.: 502011CP000653XXXXSB

Division: Probate

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

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

(a) I expressly revoke the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" (herein after the "Waiver") I signed May 15, 2012.

(b) Although I signed the Waiver on May 15, 2012, I did not sign it before any notary. The attached Waiver was notarized and filed with the Court without my knowledge.

(c) It was not explained to, nor was it known by, me the rights I was waiving.

(d) Undue pressure and influence was placed upon me to sign the above referenced pleading without an understanding of the rights and privileges that were being waived.

THEREFORE, Eliot Bernstein, through undersigned counsel, respectfully requests this Court vacate, void, nullify, and render ineffective the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" he signed *May 15, 2012.*

[SIGNATURES ON FOLLOWING PAGE]

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

Signed on this 23 day of January, 2013.

CHRISTINE P. YATES
Bar No. 122653
Attorney for Petitioner
TRIPP SCOTT, P.A.
110 SE 6th Street, 15th Floor
Ft. Lauderdale, Florida 33301
Telephone: (954) 760-4916
Fax: (954) 761-8475

ELIOT BERNSTEIN, Beneficiary

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me on January 23, 2013 by the Beneficiary, **ELIOT BERNSTEIN**, who is personally known to me or has produced the following form of identification: Drivers License.

CINDY KRONEN
MY COMMISSION # EE 114340
EXPIRES: July 20, 2015
Bonded Thru Notary Public Underwriters

Notary Public - State of Florida
My Commission Expires:

EXHIBIT 17 - SIGNATURE PAGES OF ALLEGED 2012 AMENDED TRUST



SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

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

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:

Print Name: Robert L. Spallina
Address: 7387 Wisteria Avenue
Parkland, FL 33076

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

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

Signature - Notary Public-State of Florida

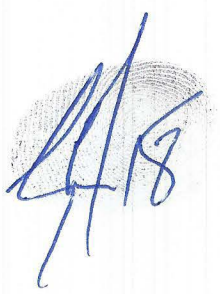
Lindsay Baxley
Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

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

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

EXHIBIT 18 – SIGNATURE PAGES OF 2012 WILL OF SIMON



502012CP004391XXXXSB

I2

WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32

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

Prepared by:

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

LAW OFFICES

TESCHER & SPALLINA, P.A.

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

47

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

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

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

State Of Florida

SS.

County Of Palm Beach

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

SIMON L. BERNSTEIN, Testator

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

Witness

Kimberly Moran

Witness

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

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

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

EXHIBIT 19 – RELEVANT PAGES OF WILL EXHIBIT

19

descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.

_____ (L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SIMON L. BERNSTEIN, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George O'Kirby residing at 1133 SW 20th Street
Boca Raton, FL

_____ residing at 2415 NW 32nd St.
Boca Raton, FL

17

STATE OF FLORIDA)
: SS.:
COUNTY OF PALM BEACH)

We, SIMON L. BERNSTEIN, George O. Karibjanian and Robert Jarobowitz, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his Last Will and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

Testator

George O. Karibjanian
Witness

Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, and by George O. Karibjanian and Robert Jarobowitz, the witnesses, on August 15, 2000, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me or has produced _____ as identification. George O. Karibjanian is personally known to me or has produced _____ as identification. Robert Jarobowitz is personally known to me or has produced _____ as identification.

Notary Public (Affix Seal)
My commission expires:
My commission number is:

NADINE M. CATALFAMO
COMMISSION # CC817789
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

47

EVIDENCE 2

The Governor's Office Notary Section Internet Complaint Form

Please carefully review this complaint form once you have included all information. You must include a copy of the improperly notarized document along with the complaint form.

Your Name: Eliot Ivan Bernstein

Address:
2753 NW 34th St.
Boca Raton, FL, 33434
(561) 245-8588

What is the name, commission number, and expiration date of the notary public that is the subject of this complaint?

Notary's Name: Kimberly Moran
Commission #: EE 156021
Expiration Date: 4/28/16

DESCRIBE YOUR COMPLAINT, PROVIDE FACTS OF ALLEGED MISCONDUCT AND A COPY OF THE IMPROPERLY NOTARIZED DOCUMENT. (Please do not write on the back of this form. You may use a separate sheet if necessary. **Must be typewritten or clearly printed**.)

That Notary Public Kimberly Moran has falsely affixed a notary public stamp on the attached document illustrated as Exhibit 1 and titled, "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE" submitted in the West Palm Beach FL Probate Court, Case No. 502011CP000653XXXXSB in the Estate of Shirley Bernstein. In addition to the fraudulent notarization affixed, my signature on this document is also a forgery. I, Eliot Bernstein, never met with Kimberly Moran to notarize or sign any documents.

Exhibit 2 is the "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE" that I originally signed **without notarization** on May 15, 2012 and which was submitted to the court on October 24, 2012 by the law firm of Tescher and Spallina. The document was rejected by the court and was returned to Tescher and Spallina by the court to be notarized as illustrated in the attached court Memo dated November 05, 2012, and submitted as Exhibit 3. I was never noticed by the court or anyone else that this document was rejected and needed to be notarized and resigned.

That Tescher and Spallina then engaged an employee/notary public of their law firm, Kimberly Moran, to fraudulently affix her Notary Seal to a new document that was crafted to look like the one the court returned. That Exhibit 1 (the notarized waiver) and Exhibit 2 (the un-notarized waiver) appear at first glance to be similar and the only difference appears to be the newly affixed notary stamp on the one returned to the court by Tescher and Spallina on November 19, 2012, as if the original document was shrunk and then the fraudulent notary stamp affixed. However, upon closer inspection several problems become evident that serve as Prima Facie evidence of not only Notary Public Fraud but of Felony Document and Signature Forgery.

First, the court sent the document I signed on May 15, 2012 back to Tescher and Spallina on November 05, 2012 for notarization. Therefore, it would be impossible to have that same document notarized on May 15, 2012 in the past and the document would have had to be redone with a current date after

November 05, 2012 when the request for notary was made by the court, yet this is not the case as the document returned is purportedly signed and notarized on May 15, 2012 as well. I signed the original document at my home on that date and did not notarize it and sent it through US Mail to Tescher and Spallina.

The two documents appear similar regarding my signature as the forgery is done rather well and thus it seems that the original un-notarized document was shrunk to fit a notary stamp on it and then returned to the court but upon closer inspection of the signatures they are wholly different with marked differences indicating that the notarized document was crafted to look the same as the original and then a forged signature was applied to make it look like the original signature as best as the forger could do.

That these acts of the notary were supervised by the law firm of Spallina & Tescher PA and thus they have liability to the injured parties as well. These documents were transmitted to the courts through US Mail, which may also indicate Mail and Wire Fraud and made part of an Official Proceeding where Tescher & Spallina PA are officers of the Court the document was submitted to in regard to the underlying estate case. That these false instruments are now part of that court's official records. That after seeking counsel, the document containing my signature has been Revoked, as indicated in the attached Exhibit 4, titled "Revocation of WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE."

After speaking with my sister Jill Iantoni regarding her Waiver and my sister Lisa Friedstein, on information and belief, their signatures have also been forged and a false notarization affixed to their documents, as they claim similarly they never notarized one with Kimberly Moran as illustrated in, Exhibit 5 - Jill Iantoni Waiver containing Fraudulent Notary and Forged Signature, Exhibit 6 – Jill Iantoni UN-NOTARIZED Original Signed Waiver, Exhibit 7 – Lisa Friedstein Waiver containing Fraudulent Notary and Forged Signature and Exhibit 8 - UN-NOTARIZED Original Signed Waiver, these documents are identical in claims of fraudulent notarization as already made herein.

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Signature _____ Date 6/19/13

RETURN TO: OFFICE OF THE GOVERNOR
NOTARY SECTION, 209 CAPITOL
TALLAHASSEE, FL 32399-0001

EXHIBIT 1 – FRAUDULENT NOTARIZATION AND FORGED SIGNATURE ON "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE"



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)

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

Kimberly Moran
Notary Public State of Florida

EXHIBIT 2 – ORIGINAL SIGNED AND NOT NOTARIZED "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE"



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

06/19/2013

EXHIBIT 3 – MEMO DATED NOVEMBER 05, 2012 FROM PROBATE COURT TO HAVE "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE" NOTARIZED.



MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, *on behalf of* -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

| X|JUDGE MARTIN H. COLIN Division - IY
| |JUDGE JAMES L. MARTZ Division - IZ
| |JUDGE ROSEMARIE SCHER Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB Estate of Shirley Bernstein

MATTER: Documents being returned Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH COUNTY BRANCH-FILED
2012 NOV -6 AM 10:18

EXHIBIT 4 – "REVOCATION OF WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE" SUBMITTED TO THE PROBATE COURT TO RESCIND DOCUMENTS BASED ON FORGED AND FRAUDULENT NOTARIZED DOCUMENTS.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF
SHIRLEY BERSTEIN,

Deceased.
_____/

FILE NO.: 502011CP000653XXXXSB

Division: Probate

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

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

(a) I expressly revoke the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" (herein after the "Waiver") I signed May 15, 2012.

(b) Although I signed the Waiver on May 15, 2012, I did not sign it before any notary. The attached Waiver was notarized and filed with the Court without my knowledge.

(c) It was not explained to, nor was it known by, me the rights I was waiving.

(d) Undue pressure and influence was placed upon me to sign the above referenced pleading without an understanding of the rights and privileges that were being waived.

THEREFORE, Eliot Bernstein, through undersigned counsel, respectfully requests this Court vacate, void, nullify, and render ineffective the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" he signed May 15, 2012.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed on this 23 day of January, 2013.

CHRISTINE P. YATES
Bar No. 122653
Attorney for Petitioner
TRIPP SCOTT, P.A.
110 SE 6th Street, 15th Floor
Ft. Lauderdale, Florida 33301
Telephone: (954) 760-4916
Fax: (954) 761-8475

ELIOT BERNSTEIN, Beneficiary

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me on January 23, 2013 by the Beneficiary, **ELIOT BERNSTEIN**, who is personally known to me or has produced the following form of identification: Drivers License.

CINDY KRONEN
MY COMMISSION # EE 114340
EXPIRES: July 20, 2015
Bonded Thru Notary Public Underwriters

Notary Public - State of Florida
My Commission Expires:

EXHIBIT 5 – JILL IANTONI WAIVER CONTAINING FRAUDULENT NOTARY AND FORGED SIGNATURE

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on October 1, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

Sworn to and subscribed before me on October 1, 2012, by JILL IANTONI, who is personally known to me or who produced _____ as identification.

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

Kimberly Moran
Notary Public State of Florida

(Affix Notarial Seal)

EXHIBIT 6 – JILL IANTONI UN-NOTARIZED ORIGINAL SIGNED WAIVER



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

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

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

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

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

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

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

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

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

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

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

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

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

EXHIBIT 7 – LISA FRIEDSTEIN WAIVER CONTAINING FRAUDULENT NOTARY AND FORGED SIGNATURE



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, ✓ personally known to me or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 29, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

EXHIBIT 8 - UN-NOTARIZED ORIGINAL SIGNED WAIVER



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

EVIDENCE 3

Eliot Ivan Bernstein

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

Regards,

MARC R. GARBER

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

Christine:

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

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

Thanks,

Marc

Regards,

MARC R. GARBER

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

CONFIDENTIALITY NOTE: The information contained in this transmission is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, do not read it. Please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

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

EVIDENCE 4

ROWLAND

United States District Court
Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1 (Chicago)
CIVIL DOCKET FOR CASE #: 1:13-cv-03643

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Assigned to: Honorable Amy J. St. Eve
Case in other court: Circuit Court of Cook COunty, 2013 L 003498
Cause: 28:1441 Petition for Removal

Date Filed: 05/16/2013
Jury Demand: None
Nature of Suit: 110 Contract: Insurance
Jurisdiction: Diversity

Plaintiff

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95

represented by **Adam Michael Simon**
The Simon Law Firm, P.C.
303 E. Wacker Drive
Suite 210
Chicago, IL 60606
(312) 819-0730 x408
Email: asimon@chicago-law.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff

Bank of America

Plaintiff

Eliot Bernstein

Plaintiff

United Bank of Illinois

Plaintiff
Simon Bernstein Trust, N.A.
Plaintiff
Ted Bernstein
Plaintiff
First Arlington National Bank

V.

Defendant

Heritage Union LIfe Insurance Company represented by **Alexander David Marks**
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Avenue
22nd Floor
Chicago, IL 60611-3607
(312) 840-7000
Email: amarks@burkelaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Frederic A. Mendelsohn
Burke, Warren, MacKay & Serritella PC
330 North Wabash Avenue
22nd Floor
Chicago, IL 60611
(312) 840-7000
Email: fmendelsohn@burkelaw.com
ATTORNEY TO BE NOTICED

ThirdParty Plaintiff

Heritage Union LIfe Insurance Company represented by **Alexander David Marks**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Frederic A. Mendelsohn
(See above for address)
ATTORNEY TO BE NOTICED

V.
Third Party Defendant
Bank of America
Third Party Defendant
Eliot Bernstein
Third Party Defendant
United Bank of Illinois
Third Party Defendant

Simon Bernstein Trust, N.A.

Third Party Defendant

Ted Bernstein

Third Party Defendant

First Arlington National Bank

Counter Claimant

Heritage Union LIfe Insurance Company represented by **Alexander David Marks**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Frederic A. Mendelsohn
(See above for address)
ATTORNEY TO BE NOTICED

V.

Counter Defendant

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 represented by **Adam Michael Simon**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/16/2013	1	NOTICE of Removal from Circuit Court of Cook County, case number (2013 L 003498) filed by Jackson National Life Insurance Company Filing fee $ 400, receipt number 0752-8351218. (Attachments: # 1 Exhibit Circuit Court Complaint and Summons)(Marks, Alexander) (Entered: 05/16/2013)
05/16/2013	2	CIVIL Cover Sheet (Marks, Alexander) (Entered: 05/16/2013)
05/16/2013	3	ATTORNEY Appearance for Defendant Jackson National Life Insurance Company by Alexander David Marks (Marks, Alexander) (Entered: 05/16/2013)
05/16/2013	4	NOTICE by Jackson National Life Insurance Company re notice of removal, 1 (Marks, Alexander) (Entered: 05/16/2013)
05/16/2013		CASE ASSIGNED to the Honorable Amy J. St. Eve. Designated as Magistrate Judge the Honorable Mary M. Rowland. (nsf,) (Entered: 05/16/2013)
05/20/2013	5	MINUTE entry before Honorable Amy J. St. Eve: Defendant has failed to allege subject matter

		jurisdiction. Defendant has until 5/24/13 to file an Amended Notice of Removal properly alleging diversity or some other basis for federal jurisdiction. Failure to do so will result in remand of the case to the Circuit Court of Cook County. [For further details, see minute order.] Mailed notice (kef,) (Entered: 05/20/2013)
05/20/2013	6	MAILED Notice of Removal letter with an attorney appearance form to counsel of record. (pcs,) (Entered: 05/20/2013)
05/20/2013	7	NOTICE of Removal from Circuit Court of Cook County, case number (2013-L-003498) filed by Jackson National Life Insurance Company *(amended notice)* (Attachments: # 1 Exhibit 1 - Complaint and Summons)(Marks, Alexander) (Entered: 05/20/2013)
05/20/2013	8	MINUTE entry before Honorable Amy J. St. Eve: Initial status hearing set for 6/7/13 at 9:00 a.m. in courtroom 1241. Parties shall refer to Judge St. Eve's web page at www.ilnd.uscourts.gov and file a joint status report by 6/4/13 as set forth in the Initial Status Conferences procedure. Mailed notice (kef,) (Entered: 05/20/2013)
05/23/2013	9	MOTION by Defendant Heritage Union LIfe Insurance Company for extension of time to file answer *and counterclaim to Plaintiff's Complaint* (Attachments: # 1 Exhibit 1- Eliot Bernstein Letter)(Marks, Alexander) (Entered: 05/23/2013)
05/23/2013	10	MOTION by Defendant Heritage Union LIfe Insurance Company to deposit funds (Marks, Alexander) (Entered: 05/23/2013)
05/23/2013	11	NOTICE of Motion by Alexander David Marks for presentment of motion to deposit funds 10 , motion for extension of time to file answer 9 before Honorable Amy J. St. Eve on 5/29/2013 at 08:30 AM. (Marks, Alexander) (Entered: 05/23/2013)
05/23/2013	12	ATTORNEY Appearance for Defendant Heritage Union LIfe Insurance Company by Frederic A. Mendelsohn (Mendelsohn, Frederic) (Entered: 05/23/2013)
05/23/2013	13	ATTORNEY Appearance for Plaintiff Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 by Adam Michael Simon (Simon, Adam) (Entered: 05/23/2013)
05/28/2013	14	MINUTE entry before Honorable Amy J. St. Eve: Defendant's motion for an extension of time 9 is granted. Defendant shall answer or otherwise plead by 6/27/13. Mailed notice (kef,) (Entered: 05/28/2013)
05/29/2013	15	MINUTE entry before Honorable Amy J. St. Eve: Motion hearing held on 5/29/2013. Defendant's motion to tender insurance policy proceeds to Court 10 is granted. Parties shall submit an agreed proposed order to Judge St. Eve's proposed order email, the link for which can be found on her web page. Joint status report shall be filed by 7/12/13. Status hearing set for 6/7/13 is stricken and reset to 7/23/13 at 8:30 a.m. Mailed notice (kef,) (Entered: 05/29/2013)
06/25/2013	16	AGREED ORDER for Defendant's Motion to Tender Insurance Policy Proceeds to Court Signed by the Honorable Amy J. St. Eve on 6/25/2013:Mailed notice(kef,) (Entered: 06/25/2013)
06/26/2013	17	ANSWER to Complaint , THIRD party complaint by Heritage Union LIfe Insurance Company

		against Bank of America, Eliot Bernstein, United Bank of Illinois, Simon Bernstein Trust, N.A., Ted Bernstein, First Arlington National Bank ., COUNTERCLAIM filed by Heritage Union LIfe Insurance Company against Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 . by Heritage Union LIfe Insurance Company (Attachments: # 1 Exhibit 1)(Marks, Alexander) (Entered: 06/26/2013)
06/26/2013	18	NOTICE by Heritage Union LIfe Insurance Company re answer to complaint,, third party complaint,, counterclaim, 17 (Marks, Alexander) (Entered: 06/26/2013)
06/26/2013		SUMMONS Issued as to Third Party Defendants Bank of America, Eliot Bernstein, Ted Bernstein, First Arlington National Bank, Simon Bernstein Trust, N.A., United Bank of Illinois (ym,) (Entered: 06/26/2013)

PACER Service Center

Transaction Receipt

07/08/2013 14:30:01

PACER Login:	iv0168	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	1:13-cv-03643
Billable Pages:	4	**Cost:**	0.40

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

330 NORTH WABASH AVENUE
22ND FLOOR
CHICAGO, ILLINOIS 60611-3607
TELEPHONE (312) 840-7000
FACSIMILE (312) 840-7900
www.burkelaw.com

ALEXANDER DAVID MARKS
DIRECT DIAL NUMBER
(312) 840-7022
amarks@burkelaw.com

July 1, 2013

VIA FEDEX REQUIRING SIGNATURE RECEIPT

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434

Re: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company, et al.
Case No. 2013 cv 03643

Dear Mr. Bernstein:

We represent Jackson National Life Insurance Company, successor in interest to Heritage Union Life Insurance Company in the above-matter. Please find enclosed a copy of a counterclaim and third-party complaint that was filed on June 26, 2013 in the United States District Court for the Northern District of Illinois under the case number shown above. You were named as a party in this suit because of a potential interest you have in an insurance policy of which Simon Bernstein was the insured.

Why are you getting this?

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days from the date shown above, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date above) to answer the third-party complaint.

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date above.

Very truly yours,

Alexander D. Marks/sc

Alexander D. Marks

Enclosures
cc: Frederic A. Mendelsohn
1449378.1

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

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Plaintiff, v. HERITAGE UNION LIFE INSURANCE COMPANY, Defendant.	)	Case No. 13 cv 3643 Honorable Amy J. St. Eve Magistrate Mary M. Rowland
HERITAGE UNION LIFE INSURANCE COMPANY, Counter-Plaintiff, v. SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Counter-Defendant, and, FIRST ARLINGTON NATIONAL BANK, as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, UNITED BANK OF ILLINOIS, BANK OF AMERICA, successor in interest to LaSalle National Trust, N.A., SIMON BERNSTEIN TRUST, N.A., TED BERNSTEIN, individually and as purported Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95, and ELIOT BERNSTEIN, Third-Party Defendants.	)	

JACKSON'S (1) ANSWER TO COMPLAINT AND (2) COUNTERCLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER

Defendant, Jackson National Life Insurance Company ("Jackson"), as successor in interest to Reassure America Life Insurance Company, successor in interest to Heritage Union

Life Insurance Company, makes the following (1) answer to Plaintiff's complaint and (2) counterclaim and third-party complaint for interpleader:

ANSWER

1. At all relevant times, the Bernstein Trust was a common law trust established in Chicago, Illinois by the settlor, Simon L. Bernstein, and was formed pursuant to the laws of the State of Illinois.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

2. Ted S. Bernstein is the Trustee of the Bernstein Trust.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

3. At all relevant times, the Bernstein Trust was a beneficiary of a life insurance policy insuring the life of Simon L. Bernstein, and issued as policy number 1009208 (the "Policy").

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

4. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the "VEBA") from Capital Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

5. At the time of issuance and delivery of the Policy in 1982, CBLIC was an insurance company licensed and doing business in the State of Illinois, and the insured, Simon L. Bernstein, was a resident of the state of Illinois.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

6. Heritage subsequently assumed the Policy from Capital Bankers and thus became the successor to CBLIC as "Insurer" under the Policy.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

7. In 1995, the VEBA, as owner of the Policy, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee of the VEBA, as primary beneficiary of the Policy, and the Bernstein Trust as the contingent beneficiary.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

8. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

9. Upon the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon L. Bernstein, individually.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

10. At the time of his death, Simon L. Bernstein was the owner of the Policy, and the Bernstein Trust was the sole surviving beneficiary under the Policy.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

11. The insured under the Policy, Simon L. Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

ANSWER: Jackson admits the allegation of this paragraph.

12. Following Simon L. Bernstein's death, the Bernstein Trust, by and through its counsel in Palm Beach County, FL, submitted a death claim to Heritage under the Policy including Simon L. Bernstein's death certificate and other documentation.

ANSWER: Jackson admits the allegation of this paragraph.

13. The Policy, by its terms, obligates Heritage to pay the death benefits to the beneficiary of the Policy upon Heritage's receipt of the due proof of the insured's death.

ANSWER: Jackson admits it, as a successor to Heritage, is obligated to pay the death benefits to the beneficiary(ies) of the Policy, but denies that the remainder of paragraph 13 accurately and fully states the obligations of a beneficiary in submitting a claim under the Policy, and/or when the obligation for Jackson to make such payment becomes due and therefore denies the same.

14. Heritage has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the Bernstein Trust as beneficiary of the Policy despite Heritage's receipt of due proof of the Insured's death.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the true beneficiary of the Policy, resulting in it tendering the death benefit funds to the Court and filing its interpleader counterclaim and third-party complaint, and thus it denies the allegation of this paragraph.

15. Despite the Bernstein Trust's demands Heritage has not paid out the death benefits on the policy to the Bernstein Trust.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the true beneficiary of the Policy, resulting in it tendering the death benefit funds to the Court and filing its interpleader counterclaim and third-party complaint, and thus it denies the allegation of this paragraph.

16. As a direct result of Heritage's refusal and failure to pay the death benefits to the Bernstein Trust pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds $1,000,000.

ANSWER: Jackson denies the allegation of this paragraph.

WHEREFORE, Defendant, Jackson National Life Insurance Company, as successor in interest to Reassure America Life Insurance Company, successor in interest to Heritage Union Life Insurance Company, respectfully requests that it be dismissed from this lawsuit, and requests such other and further relief as the Court deems just and proper.

COUNTER-CLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER

INTRODUCTION

1. Jackson National Life Insurance Company ("Jackson") brings this counter-claim and third-party complaint for Interpleader pursuant to 28 U.S.C. § 1335(a) and Federal Rule of Civil Procedure 14, as it seeks a declaration of rights under a life insurance policy for which it is responsible to administer. The proceeds from the policy (the "Death Benefit Proceeds") have been tendered to this Court.

PARTIES AND VENUE

2. Jackson, successor in interest to Reassure America Life Insurance Company ("Reassure"), successor in interest to Heritage Union Life Insurance Company ("Heritage"), is a corporation organized and existing under the laws of the State of Michigan, with its principal place of business located in Lansing, Michigan. Jackson did not originate or administer the

subject life insurance policy, Policy Number 1009208 (the "Policy"), but inherited the Policy and the Policy records from its predecessors.

3. The Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 (the "Bernstein Trust") is alleged in the underlying suit to be a "common law trust established in Chicago, Illinois by the settlor, Simon L. Bernstein, and was formed pursuant to the laws of the state of Illinois."

4. Ted S. Bernstein is a resident and citizen of Florida. He is alleged in the underlying suit to be the "trustee" of the Bernstein Trust. Ted Bernstein is further, individually, upon information and belief, a beneficiary of the Bernstein Trust (as Simon Bernstein's son).

5. Eliot Bernstein is a resident and citizen of Florida. He has asserted that he and/or his children are potential beneficiaries under the Policy as Simon Bernstein's son, presumably under the Bernstein Trust.

6. First Arlington National Bank is, upon information and belief, a bank in Illinois that was, at one point, and the purported trustee for the "S.B. Lexington, Inc. Employee Death Benefit Trust" (the "Lexington Trust"). The Lexington Trust was, upon information and belief, created to provide employee benefits to certain employees of S.B. Lexington, Inc., an insurance agency, including Simon Bernstein, but it is unclear if such trust was properly established.

7. United Bank of Illinois is, upon information and belief, a bank in Illinois that was, at one point, a named beneficiary of the Policy. To date, Jackson has not determined the current existence of this bank.

8. Bank of America, N.A., is a national banking association with its principal place of business in Charlotte, North Carolina. Bank of America, N.A. is the successor in interest to LaSalle National Trust, N.A., which was a named beneficiary of the Policy.

9. The "Simon Bernstein Trust" is, upon information and belief, the Bernstein Trust listed in paragraph 3, above, and was a named contingent beneficiary of the Policy. However, based on the variance in title, to the extent it is a separate trust from the Bernstein Trust referenced above, it is named separately.

10. Subject matter jurisdiction is proper in accordance with 28 U.S.C. § 1335(a).

11. Personal jurisdiction is proper over Ted Bernstein because he, purportedly as Trustee of the Bernstein Trust, caused this underlying suit to be filed in this venue.

12. Personal jurisdiction is proper over First Arlington National Bank, United Bank of Illinois, and Bank of America in accordance with 735 ILCS 5/2-209(a)(1) because each, upon information and belief, transacts business in Illinois.

13. Personal jurisdiction is proper over Ted and Eliot Bernstein in accordance with 735 ILCS 5/2-209(a)(13) as each are believed to have an ownership interest in the Bernstein Trust, which is alleged in the underlying complaint to exist underneath laws of and to be administered within this State.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) in that a substantial part of the events giving rise to this interpleader action occurred in this District.

FACTS

15. On December 27, 1982, upon information and belief, Capitol Bankers Life Insurance Company issued the Policy, with Simon L. Bernstein as the purported insured (the "Insured").

16. Over the years, the Policy's owner(s), beneficiary(ies), contingent beneficiary(ies) and issuer changed. Among the parties listed as Policy beneficiaries (either primary or contingent) include: "Simon Bernstein"; "First Arlington National Bank, as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust"; "United Bank of Illinois"; "LaSalle National

Trust, N.A., Trustee"; "LaSalle National Trust, N.A."; "Simon Bernstein Insurance Trust dated 6/21/1995, Trust"; and "Simon Bernstein Trust, N.A."

17. At the time of the Insured's death, it appears "LaSalle National Trust, N.A." was the named primary beneficiary of the Policy, and the "Simon Bernstein Trust, N.A." was the contingent beneficiary of the Policy. The Policy's Death Benefit Proceeds are $1,689,070.00, less an outstanding loan.

18. Subsequent to the Insured's death, Ted Bernstein, through his Florida counsel (who later claimed Bernstein did not have authority to file the instant suit in Illinois on behalf of the Bernstein Trust and withdrew representation), submitted a claim to Heritage seeking payment of the Death Benefit Proceeds, purportedly as the trustee of the Bernstein Trust. Ted Bernstein claimed that the Lexington Trust was voluntarily dissolved in 1998, leaving the Bernstein Trust as the purported sole surviving Policy beneficiary at the time of the Decedent's death.

19. However, Ted Bernstein could not locate (nor could anyone else) a copy of the Bernstein Trust. Accordingly, on January 8, 2013, Reassure, successor to Heritage, responded to Ted Bernstein's counsel stating:

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

20. Presently, the Bernstein Trust still has not been located. Accordingly, Jackson is not aware whether the Bernstein Trust even exists, and if it does whether its title is the "Simon Bernstein Insurance Trust dated 6/21/1995, Trust," as captioned herein, or the "Simon Bernstein Trust, N.A.", as listed as the Policy's contingent beneficiary (or otherwise), and/or if Ted Bernstein is in fact its trustee. In conjunction, Jackson has received conflicting claims as to whether Ted Bernstein had authority to file the instant suit on behalf of the Bernstein Trust.

21. In addition, it is not known whether "LaSalle National Trust, N.A." was intended to be named as the primary beneficiary in the role of a trustee (of the Lexington and/or Bernstein Trust), or otherwise. Jackson also has no evidence of the exact status of the Lexington Trust, which was allegedly dissolved.

22. Further, Jackson has received correspondence from Eliot Bernstein, attached as *Exhibit 1*, asserting that he and/or his children are potential beneficiaries under the Policy, (presumably under the Bernstein Trust, but nonetheless raising further questions as to the proper beneficiaries of the Policy), and requesting that no distributions of the Death Benefit Proceeds be made.

COUNT I- INTERPLEADER

23. This is an action of interpleader brought under Title 28 of the United States Code, Section 1335.

24. Jackson does not dispute the existence of the Policy or its obligation to pay the contractually required payment Death Benefit Proceeds under the Policy, which it has tendered into the registry of this Court.

25. Due to: (a) the inability of any party to locate the Bernstein Trust and uncertainty associated thereunder; (b) the uncertainty surrounding the existence and status of "LaSalle National Trust, N.A." (the primary beneficiary under the Policy) and the Lexington Trust; and (c) the potential conflicting claims under the Policy, Jackson is presently unable to discharge its admitted liability under the Policy.

26. Jackson is indifferent among the defendant parties, and has no interest in the benefits payable under the Policy as asserted in this interpleader other than to pay its admitted liability pursuant to the terms of the Policy, which Jackson has been unable to do by reason of uncertainty and potential competing claims.

27. Justice and equity dictate that Jackson should not be subject to disputes between the defendant parties and competing claims when it has received a non-substantiated claim for entitlement to the Death Benefit Proceeds by a trust that has yet to be located, nor a copy of which produced.

WHEREFORE, counter- and third-party plaintiff Jackson National Life Insurance Company respectfully requests pursuant to 28 U.S.C. 1335 that this Court enter an Order:

a. That counter-defendants be temporarily enjoined during the pendency of this suit and thereafter permanently and perpetually enjoined from commencing any proceedings or prosecuting any claim against Jackson in any state or federal court or other forum with respect to the Policy;

b. That judgment be entered in favor of Jackson on the Complaint in Interpleader;

c. That upon determination that the proper parties have been made subject to this suit, Jackson be excused from further attendance upon this case, be dismissed from this case with an express finding of finality pursuant to Rule 54(b) of the Federal Rules of Civil Procedure;

d. That Jackson be awarded actual court costs and reasonable attorneys' fees incurred in connection with this interpleader action to be paid out of the admitted liability deposited by it with the Clerk of the Court; and

e. That Jackson be granted such other and further relief as this Court deems just and appropriate.

JACKSON NATIONAL LIFE INSURANCE COMPANY,
By: /s/ Alexander D. Marks
One of Its Attorneys

Frederic A. Mendelsohn (ARDC No. 6193281)
Alexander D. Marks (ARDC No. 6283455)
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., 22nd Floor
Chicago, Illinois 60611
312-840-7000
312-840-7900 (facsimile)

CERTIFICATE OF SERVICE

The undersigned, an attorney, states that on June 26, 2013 he caused a copy of the foregoing Answer to Complaint and Counter-Claim and Third-Party Complaint for Interpleader to be filed electronically with the Northern District of Illinois electronic filing system, and electronically served upon the following:

Adam M. Simon
The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601

/s/ Alexander D. Marks

1434759.1

Friday, May 3, 2013

Reassure America Life Insurance Company
J. L. McDonald, ALHC LTCP
Vice President
12750 Merit Drive
Suite 600
Dallas, TX 75251
Telephone (972) 776-8535
Fax (260) 435-8773

RE: URGENT RE Policy #1009208

Dear Mr McDonald,

I, Eliot I. Bernstein, son of Simon L. Bernstein, and my children have been notified that we are possible beneficiaries of the life insurance policy on my deceased father. I am in receipt of your attached letter and I have retained counsel, Christine Yates at Tripp Scott in FL, for my children's interests in the policy and am currently seeking counsel regarding my interest in the policy and request that you send me and Yates a copy of the policy and all pertinent policy information immediately at the addresses below.

I have been told by the estate planning attorney, Robert Spallina, that he does not have a copy of the policy, schedules, riders, loans, attachments etc. and that he is also missing a trust document that may have been the beneficiary. I am requesting that your company make NO distribution of any policy proceeds without both my written personal consent and my children's counsel consent, to any party. I am aware of claims that there is also a missing trust of Simon that may have been a Beneficiary and any information you maintain regarding the beneficiaries would be helpful in trying to establish who the rightful beneficiaries are. I, nor my children have consented to any agreements for distribution and have no proper paperwork to rely on.

I have been informed that parties are attempting to make distribution without my or my children's counsel knowledge and consent.

Please contact me at your earliest convenience so that we may discuss this further or you can write or email at my addresses below.

Address information for Christine Yates,

Christine P. Yates
Tripp Scott
110 Southeast 6 Street
Fort Lauderdale, FL 33301
(954) 525-7500
CTY@trippscott.com

Thank you for your cooperation in these matters,

Eliot I. Bernstein
Inventor
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv

NOTE: When the print dialogue box appears, be sure to uncheck the Annotations option.

AO 399 (Rev. 05/00)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: Alexander D. Marks, attorney for Jackson National Life Insurance Company
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, _____, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of Simon Bernstein Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company, et al.,
(CAPTION OF ACTION)

which is case number 13-cv-03643 in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after July 1, 2013,
(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

_____ _____
(DATE) (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

NOTE: When the print dialogue box appears, be sure to uncheck the Annotations option.

AO 399 (Rev. 05/00)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: Alexander D. Marks, attorney for Jackson National Life Insurance Company
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, _____, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of Simon Bernstein Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company, et al.,
(CAPTION OF ACTION)

which is case number 13-cv-03643 in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after July 1, 2013,
(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

_____ _____
(DATE) (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

EVIDENCE 5

The Petitions contained in Evidence 5 can be found in the attached CD ROM to this Palm Beach Sheriff County Statement, which contains the fully printed documents. Alternatively the Petitions may also be found online at the following links, hereby incorporated by reference in entirety herein.

www.iviewit.tv/20130506PetitionFreezeEstates.pdf

and

www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

Deceased

AND

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

Deceased.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
MAY 06 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

Deceased

AND

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

Deceased.

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

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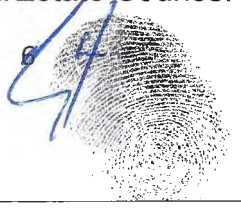
EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

This Entire Petition is written, filed upon the knowledge, information and belief of Eliot Ivan Bernstein ("Petitioner"):

Petitioner appears in this action "In Propria Persona" and asks that his points and authorities relied upon herein, and issues raised herein, must be addressed "on the merits" and not simply on his Pro Se Status.

1. That Eliot Ivan Bernstein ("Petitioner") and Petitioner's children are Beneficiaries/Interested Parties in the estates of Simon Leon Bernstein ("Simon") and Shirley Bernstein ("Shirley") and so named under their Wills and Trusts and other instruments that are part of their estates, where the combined estates of Simon and Shirley are herein after referred to as the Estates ("Estates").
2. Venue of this proceeding is in this county because it was the county of the decedents' residence at the time of decedent's death.
3. The nature and approximate value of the assets in this estate are real, tangible and intangible personal property in excess of $20,000.000.00
4. That Petitioner is petitioning this Court to freeze the Estates and apply all remedies it deems appropriate after this Court can determine the effect and actions to be taken regarding all of the following issues detailed herein, including issues of alleged,

    i. Forged and Fraudulent documents submitted to this Court and other Beneficiaries/Interested Parties as part of an alleged Fraud on this Court and the Beneficiaries/Interested Parties, including a document that was sent back for notarization after Simon's death that was sent via US Mail back to this Court notarized and signed by Simon in the presence of a notary, after Simon was deceased,
    ii. Breaches of Fiduciary Duties by Personal Representatives/Trustees/Estate Counsel acting in the Estates,
    iii. Conflicts of Interest by Personal Representatives/Trustees/Estate Counsel acting in the Estates,
    iv. mismanagement of the Estates assets by Personal Representatives/Trustees/Estate Counsel acting in the Estates,
    v. failure to produce legally required accounting and inventories and more by Personal Representatives/Successor Trustees/Estate Counsel acting in the Estates,



vi. creation of fraudulent trust in the estate of Simon and forged and fraudulent documents filed in the estate of Shirley by Personal Representatives/Trustees/Estate Counsel,
vii. duress and undue influence used to coerce Decedent Simon to make near deathbed changes that changed long established Beneficiaries and appointed new Personal Representatives to act in the Estates, and,
viii. possible murder of Simon reported to authorities by others, leading to Police Reports and an Autopsy, as further defined herein.

5. That Petitioner is petitioning this Court to construe this motion and pleading of Petitioner liberally as being filed Pro Se and to grant reliefs claimed in prayer and such other reliefs as this Court deems fit.

I. BACKGROUND

6. That Simon and Shirley were married for fifty-one years prior to Shirley's passing in 2010. They had five children, Theodore Stuart Bernstein ("Theodore"), Pamela Beth Simon ("Pamela"), Petitioner, Jill Marla Iantoni ("Jill") and Lisa Sue Friedstein ("Lisa"). That Simon and Shirley had ten lineal descendant grandchildren.
7. That Simon was an established Pioneer in the life insurance industry since the 1970's and had become very successful in business, Shirley was a raise the kids mom and together they accumulated a great many assets, including real estate, private banking investment accounts (mainly invested in blue chip and low risk stocks), businesses worth tens of millions, jewelry worth millions and more.
8. Simon and Shirley provided well for their children and grandchildren throughout their lives, took their children and their friends on trips throughout the world, sent them all too fine colleges and shared their wealth not only with their family but their friends and co-workers. They were loving and caring[1].
9. That on December 08, 2010, at age 71, Shirley passed away after a long and valiant struggle with lung and breast cancer and major heart problems.
10. That on May 10, 2012 Petitioner was summoned to a conference call by Simon with his siblings and the estate planners, Robert Spallina ("Spallina") and Donald Tescher ("Tescher") of Tescher & Spallina, P.A. ("TS").

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[1] Eliot Eulogy for Shirley
https://www.facebook.com/notes/eliot-bernstein/mother-of-unconditional-love/172447362786005

Eliot Eulogy for Simon
https://www.facebook.com/notes/eliot-bernstein/simon-bernstein-eulogy/469529029744502



11. That Petitioner was requested to attend this meeting by Simon where he learned for the first time that he had beneficial interests in the Estates. No notices of interests, accountings and inventories were ever provided by TS to Petitioner as a Beneficiary after Shirley's death, other than a Letter of Administration after approximately six months and then NOTHING else.
12. That Simon started the meeting stating that he was unsure if TS and Spallina had kept Petitioner and his siblings up to date on the estate of Shirley since her passing. That Simon was unsure if Spallina had kept all the siblings informed as obligated because when he invited Petitioner to the meeting he was surprised to learn that Petitioner had only received one document from Spallina regarding his interests in the estate since the passing of Shirley.
13. That the meeting was to discuss Petitioner, Jill and Lisa giving their interests in the Estates, which constituted the entire Estates assets that were going to them, instead going to Simon and Shirley's ten lineal descendent grandchildren to share equally. These changes according to Simon were to solve problems caused by Theodore and Pamela, which were causing Simon extreme emotional and physical trauma and duress at that time.
14. That the three children that are the designated Beneficiaries under the 2008 Trusts of Simon and Shirley are Petitioner, Jill and Lisa and their six children who also were Beneficiaries. That in Petitioner's instance even prior to the proposed changes, Simon and Shirley had intended to leave almost all of his inheritance to his three children directly to protect Petitioner's family for specific safety reasons further defined herein.
15. That Petitioner learned in the May 12, 2012 meeting for the first time that Theodore and Pamela had already been compensated from the Estates while Petitioner's parents were alive, through acquisitions of long standing family businesses worth millions of dollars and thus were excluded from the remainder of the Estates.
16. That Theodore, Pamela and Petitioner worked in the family businesses, Theodore and Pamela for their entire lives and Petitioner had his own companies for approximately 20 years doing business alongside the family companies and yet when Simon chose to sell the businesses, he sold them to Theodore and Pamela alone.
17. That these businesses provided millions of dollars of income for many years to Theodore and Pamela who have both led extravagant and rich lives from insurance plans invented and sold primarily by Simon and his companies. Theodore and Pamela both worked out of college in Simon's palatial offices, while Petitioner worked from his garages at college in Madison Wisconsin and then after college in California with his college friends/co-workers.
18. That Petitioner and his sister Jill on the other hand, who had worked for the family businesses for years were pushed out by Pamela as she took over and despite their years in business with the companies were left nothing in the buyouts for their years of service and have modest net worth.



19. That Pamela who lives in Magnificent Mile on Lake Shore Drive in Chicago is very well off from these acquisitions and has a high net worth as result, so much so as to buy her college bound daughter in 2008 a condominium in Magnificent Mile worth over a million dollars, directly next to her condominium worth several million dollars.
20. That Theodore had done well in the family businesses and so much so as to have gone from Bankruptcy and living at Simon and Shirley's home, to going into business with Simon in Florida and then suddenly buying a large intercostal waterfront home in Florida worth approximately USD $4,500,000.00 million dollars, right as Petitioner's car had a bomb blow up in it and Petitioner was living in squalor, to be defined more fully herein.
21. That Petitioner's sister Lisa is married to the son of a partner at Goldman Sachs in Chicago who also works at Goldman Sachs and so she has never needed financially.
22. That Petitioner and Jill however have lived modest lives in modest homes and worked outside the family businesses for years on their own. This despite the fact that Petitioner's independent insurance agency worked to build the family insurance businesses through his sales efforts nationwide for almost twenty years. Petitioner was the largest sales producer for the companies for a decade before leaving the companies in frustration of working with Pamela and not getting paid according to contract.
23. That Theodore and Pamela had been completely cut out from the remainder of the Estates assets, including exclusion of their four children as they had already been well compensated through these business acquisitions which were the majority of Simon's net worth at the time and so Shirley and Simon decided together that the remainder of their Estates would go to the children who had not received or asked for any inheritance while they were alive.
24. That Petitioner learned Theodore and Pamela however had become very angry with Simon over this decision, with Pamela and her husband David B. Simon ("David") even threatening litigation against Simon after they learned of Simon and Shirley's decision to leave them wholly out.

i. Language from May 20, 2008 Shirley Bernstein Trust Agreement and November 18, 2008 Shirley Bernstein Amended Trust Agreement

> E. Definitions. In this Agreement,
>
> 1. Children Lineal Descendants.
>
> ...Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN,

and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

ii. Language from August 15, 2000 – Will of Simon Bernstein

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

iii. Language from alleged 2012 Amended Trust of Simon

E. Definitions. In this Agreement,

1. Children, Lineal Descendants.

... Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

25. That Simon at the time of the May 12, 2012 meeting to amend the 2008 Trusts of he and Shirley's they had designed and executed together was acting under extreme duress and suffering from documented mental depression from what his children were doing to him, this extreme stress placed on him was worrisome to Petitioner as Simon had a long history of heart problems.
26. That shortly before the May 12, 2012 meeting until Simon's passing, new and profound physical symptoms began to slowly appear leading to major medication alterations to his prescribed daily medications and additionally he was put on several new medications by his doctors, as evidenced further herein.
27. That Simon then began a series of medical problems that in June and July of 2012 began manifesting serious and bizarre symptoms and he was repeatedly taken seriously ill and multitudes of tests were ordered leading to several diagnoses of new problems with unknown origins and new treatments. For 2-3 months leading up to his death Simon became rapidly and progressively worse and heavily medicated until his death. Some of the tests and surgeries during this period, include but are not limited to,

i. Bahamas Trip – approx. June 22nd - 24th returns with major flu like symptoms

ii. July 24, 2012 Returns from a trip to Panama and is ill and having massive headaches
iii. August 14, 2012 Shoulder and Neck MRI to determine massive headaches,
iv. August 15, 2012 Brain MRI to determine massive headaches,
v. August 20, 2012 Brain biopsy surgery,
vi. Prednisone lowered due to massive headaches.

28. That in fact, Simon's physical and mental health rapidly declined and he never recovered from these new more serious symptoms that started almost exactly when he supposedly signed these near deathbed changes on July 25, 2012 to allegedly amend and radically alter his earlier 2008 trust ("2008 Trust") and create a new **alleged** 2012 trust ("Amended Trust"). Copies of that alleged 2012 Amended Trust are attached further herein and will evidence that that the alleged Amended Trust document was not notarized, witnessed and executed properly in accordance with law and part of a larger scheme involving alleged forged and fraudulent Estates documents, as evidenced and exhibited further herein.
29. That TS, Spallina and Tescher knowing of Simon's health problems and heavy medication use during this time period should not have allowed Simon to sign anything, as during this time the alleged 2012 Amended Trust was supposedly signed, prior to the closing of Shirley's estate, Simon was in great pain, heavily medicated and under massive stress and under psychological care.
30. That Petitioner and Petitioner's children's counsel have been denied by TS, Spallina and Tescher copies of the prior 2008 Trust of Simon that changes were made to in order to create the alleged 2012 Amended Trust so that Petitioner cannot analyze exactly what language was changed, despite repeated requests to the Personal Representatives for over seven months since Simon's passing.
31. That on information and belief the bad blood between Pamela, David and Simon and Shirley, actually began several years prior to Shirley's death and lasted until Simon passed away. Where on information and belief problems with the acquisitions of the long standing family companies during the buyouts may have led to some of these problems.
32. That allegedly after the business buyouts went sour, Pamela and David and their daughter did not see Simon and Shirley and boycotted them almost completely for several years until shortly before each of their deaths. Simon and Shirley were crushed by this loss and their behavior and severed their ties with them. Pamela may have known she was also excluded from the Estates in the 2000 Will of Simon already exhibited herein.
33. That Petitioner learned several months before Simon's death that Theodore and Simon were also separating from each other in business, as tensions had gotten out of control, when Simon invited Petitioner and his wife Candice Bernstein ("Candice") to help him start a new business venture with a new partner, in a new office he had just leased, in a

wholly new industry and where he would now be relocating wholly separate from Theodore.

34. That on information and belief, this separation was partially a result of bad blood over the splitting of the businesses and other business dealings gone badly and allegations that Theodore was taking monies from the businesses for himself in excess and finally because of Theodore's continuing anger and rage at Simon over learning he was also excluded from the Estates.
35. That Simon was also hurt by a lawsuit filed weeks before his death by his business partner William E. Stansbury ("Stansbury") against he and Theodore, as he had considered Stansbury to be a friend and likewise Stansbury claims he was Simon's friend too in his lawsuit. However Stansbury makes claims that Theodore was fraudulently signing checks made out into Stansbury name and converting the funds illegally into his own accounts and more, in a lawsuit that now is part of the Estates creditors, as more fully defined herein.
36. That the newly contemplated near deathbed changes sought to be made to the long standing 2008 estate plans of Simon and Shirley that were proposed in the May 12, 2012 meeting, still skipped leaving anything at all to Theodore and Pamela, as again they had already been compensated, and so the inheritance was to be left instead directly to their children, where three of their four children were already adults. Therefore, Theodore and Pamela should have very little to do with the Estates but instead have total control with exclusivity to the Personal Representatives and where the Beneficiaries and Interested Parties have been totally shut down from ANY information or funds, as further defined herein.
37. That Simon stated to Petitioner after the May 2021 meeting that he was skipping over leaving anything to Theodore and Pamela as he also felt that if he left the monies directly to them in the proposed 2012 Amended Trust, their children would never see the monies. Simon felt that Theodore and Pamela were using their current wealth gained through advancements on their inheritances through the company acquisitions to control their children by leveraging their monthly allotments to their children in college if they did not join in the boycott of Simon, making it virtually impossible for their children not to join in. In Pam's circumstances the boycott of both Simon and Shirley, by David, Pamela and their daughter began several years earlier.
38. That on information and belief, letters were sent and conversations held shortly after Shirley's death with Theodore, Pamela, Simon, Spallina and Tescher, notifying them that they had been left out of the remainder of the Estates. After Shirley's death, the Beneficiaries were not notified by the TS of their interests.
39. That on information and belief, after Shirley's death when Theodore and Pamela learned they and their families were wholly excluded from the Estates remaining assets, they began a campaign against Simon to have all his children and grandchildren not see or talk with him. At the time Petitioner did not know that Theodore and Pamela had been

cut out of the Estates or why, as Petitioner did not learn this until the May 12, 2012 meeting.

40. That the reasons given for blackballing Simon prior to the May 12, 2012 meeting were claimed first to be worries that Shirley and then Simon's personal assistant Rachel Walker ("Walker"), who was living and working with Simon was allegedly possibly sleeping with Simon and trying to get at Simon's money. When Simon took a new female companion, a friend and former employee of his he had known since approximately 2003 and he talked with weekly for years, Maritza Puccio ("Puccio"), the accusations by Petitioner's siblings shifted from Walker to now Puccio trying to swindle Simon's monies and get at the Estates assets.
41. That Pamela did however come to see Simon once from the time Shirley passed until his death, several months after Shirley's passing, when she came to clean out Shirley's closet with Lisa and Jill, who all came in town from Chicago, as Simon was considering having Puccio move into his home with him, along with his personal assistant Rachel Walker ("Walker") who was already moved in from on or about the time of Shirley's death and even had a room she called her own.
42. That upon this visit, Petitioner's sisters took not only all of Shirley's clothing and personal effects but also took 50 years of Jewelry and other valuables Simon and Shirley had accumulated worth an estimated several million dollars and were assets of the Estates.
43. That when Petitioner later questioned Simon about this he stated that they were merely borrowing these items. Simon was confused and upset when he realized that they had taken all of Shirley's possessions, he was very weak and depressed when they descended upon him and he did not know they took all of her valuables until after they left town and were back in Chicago with them. They left with loaded suitcases and shipped several containers they packed for themselves and never notified Petitioner or Theodore that they were carting off Shirley and Simon's personal affects and more. That Petitioner later learned that at that time Petitioner's sisters took these valuables to protect the items from Walker and Puccio who they thought would steal them.
44. That since no inventories were ever sent to Petitioner as a Beneficiary of Shirley's estate by TS, Petitioner does not know exactly what Shirley had bequeathed and to whom.
45. That Simon stated to Petitioner that he had never gifted, sold or transferred the jewelry and other items they took out of the Estates and therefore everything they took that was part of the Estates would all still be part of the Estates upon his death for distribution according to the Estates plans to the proper Beneficiaries. Simon stated that Petitioner's sisters had inventory lists of the jewelry and there was an insurance policy on the items that they took and all would be returned when he passed for equitable distribution to the Beneficiaries of the Estates.
46. That Petitioner did not learn from Theodore until after Simon's death that Theodore was extremely angry at Simon, Pamela, Lisa and Jill upon learning that Petitioner's sisters



took Shirley's entire personal effects and jewels and left him and his children none of it, not even a keepsake.

47. That upon trying to recruit Petitioner's immediate family to join an ongoing boycott against Simon a few months after Shirley died, it was told to Petitioner by Theodore's children, Eric Bernstein ("Eric"), Michael Bernstein ("Michael") and his step son Matthew Logan ("Matthew") that the reason all the children and grandchildren had joined together to boycott Simon, according to Theodore and Pamela, was now due to his companion, Puccio.
48. That Theodore's children were urging Petitioner and his family to get on board as they were enabling Simon, as Puccio they claimed was after his money, stealing his money, had stolen money from Shirley and Simon in the past and was now physically and mentally abusing Simon and other horrible allegations about her. They claimed they knew things about Puccio's past from when she worked for their father as a Nanny. They alleged she had swindled money from Simon regarding breast implant money when Puccio worked for Simon and Shirley and more. They stated they hated Puccio and refused to attend any family occasions with her as she was only after Simon's money and he was too enamored by her to see clearly. They stated that Shirley was rolling over in her grave as Puccio would desecrate their home and rob Simon and that Petitioner must join the boycott.
49. That Petitioner and Candice refused to participate in such a hurtful scheme against Simon and Puccio and told Theodore's children that Simon and Shirley would be ashamed of their bizarre and cruel behavior and that they should not continue to boycott seeing Simon as it was breaking his heart and depressing him and to tell Theodore and anyone else involved that we thought this was a bad idea. Especially disturbing is that Theodore's children were partially raised by Simon and Shirley, even when they were not well physically, for many years and even moving Theodore and his children into their home for several years. They raised Theodore's children during a lengthy personal and financial crisis Theodore went through resulting in his declaring bankruptcy, divorce, loss of his home and eventual tragic overdose death of his ex-wife and resulting loss to the children of a mother.
50. That Petitioner's siblings became angry with Petitioner's family when they would not join the boycott and were increasingly upset that Petitioner's family in fact was friendly with Puccio and had increased their visits to Simon.
51. That after learning of this exact ploy against Simon by all of Petitioner's siblings, their spouses and even their children, Petitioner wrote letters at Simon's request to Theodore, to have him state exactly what was going and why he was not attending the Jewish Holiday of Passover with his father who was still in mourning at Petitioner's house. That these correspondences are attached herein as, Exhibit 1 – Email Correspondences Theodore and Eliot, and wherein Theodore claims, "My primary family is Deborah and



our four children. They come first, before anything and anyone. **The family I was born into is no longer, that is just a fact, it is not a matter of opinion, it just is.**"

52. That Petitioner's wife Candice and children, Joshua Ennio Zander Bernstein ("Joshua"), Jacob Noah Archie Bernstein ("Jacob") and Daniel Elijsha Abe Ottomo Bernstein ("Daniel") and Petitioner, did not align with the rest of Petitioner's siblings and their families and instead remained steadfast in their weekly meetings with Simon, continuing to have brunch with him every Sunday, a tradition started over a decade prior in 1998 when Petitioner's family moved to Florida for the first time to be with Simon and Shirley, a tradition continued until their deaths.
53. That the boycott by Simon's other four children and seven grandchildren sent Simon into deep depression, which he began psychotherapy to attempt to cope with. Petitioner's immediate family increased their weekly visits to fill the loss and so began seeing Simon 2-3 times a week or more, trying to spend as much time with him as he was now not only suffering from the loss of Shirley whom he loved profusely but now suffered the catastrophic loss of almost his entire family supposedly over his girlfriend.
54. That on information and belief, Jill and Lisa also did not know of the exclusion of Theodore and Pamela from the Estates and were recruited into this boycott based solely on the claims of Theodore and Pamela about Puccio's past employment history with Theodore and the alleged crimes she had committed and that Puccio was after Simon's money.
55. That after speaking to Puccio and Shirley and Simon's personal assistant Walker and several close friends of Simon, it was learned by Petitioner that Pamela and David even tendered a letter to Simon threatening to start a lawsuit against Simon regarding their removal from further inheritance under the Estates. That both Puccio and Walker describe this as the saddest day for Simon they had ever witnessed and Walker claimed to Petitioner to have read the letter to Simon upon receiving it at his home and described him falling to pieces.
56. That during the time from Shirley's death to Simon's death all of Simon's children but Petitioner boycotted their father and hated on Puccio incessantly, even after the May 12, 2012 meeting with TS where all of these matters were to be put to rest by the proposed changes to the 2008 Trust of Simon. After the May 12, 2012 meeting it is believed that Jill flew out once more to see Simon with her daughter and would not stay with Simon in his home because of Puccio and the trip went sour as Simon refused to leave his girlfriend Puccio at home.
57. That the exclusion from the Estates appears now to have been the bane of Theodore and Pamela's anger all along and the real cause of their boycott of Simon, not Puccio, nor Walker, and it appears they had recruited Lisa and Jill into the scheme also based on concern over Puccio hurting and robbing their father, not on the fact they were angry over the Estates plans. Having Puccio as the focus of the boycott could get all the children to participate in the boycott in concern and designed to make Simon suffer

wholly through the total loss of his children and grandchildren and allegedly try to force him to make changes to the Estates plans or suffer never seeing or talking to any of them again.

58. That in the May 12, 2012 meeting, Simon clearly stated that the reason he was making these changes was to resolve family problems caused by the exclusion of Theodore and Pamela that were causing him too much stress. Clearly Simon was under undue pressure to contemplate making these changes, desperate to see his children and grandchildren and physically and mentally beaten down. At this May 12, 2012 meeting, Petitioner learned that this assault may have been due to Theodore and Pamela's anger over their exclusion and claiming the businesses they had acquired were not doing as well as when they acquired them and they wanted back in on the remaining Estates assets.
59. That at that May 12, 2012 meeting Petitioner agreed to sign and do anything that would relieve Simon's pain and stress caused on him by Theodore and Pamela, as it appeared there was a proverbial "gun to his head" now to either change his estate plan or lose almost his entire family and continue being abused. Petitioner agreed to the proposed agreement but only if he could see the documents necessary to evaluate what he would be signing and what rights and interests he would be forsaking.
60. That Jill and Lisa agreed also to make any changes necessary to alleviate Simon's stress after reviewing the documents to be sent by Spallina and it was then decided that documents would be sent for the children to review and sign. Spallina stated it was necessary to close out Shirley's estate and then Simon could make the proposed changes to the 2008 Trust of Simon when everyone sent in their documents.
61. That Petitioner was led to believe the proposed changes to the 2008 trusts of Simon and Shirley would not be effective until all the children of Simon reviewed and returned the documents and Shirley's estate was officially closed.
62. That the closing of Shirley's estate however did not occur until after Simon's passing, as Jill had failed to return the documents sent to her until after Simon had passed in October of 2012, evidenced and exhibited further herein.
63. That despite being a Beneficiary of Shirley's estate, Petitioner had never seen or been sent by TS any estate documents of Shirley's from the time of her passing, wholly violating their duties to the Beneficiaries of Shirley's estate.
64. That Petitioner requested in the May 12, 2012 meeting that TS send Petitioner the documents to sign and all relevant documents pertaining to Petitioner's rights and interests in the Estates, so as to determine what Petitioner was being requested to relinquish rights in.
65. That Tescher and Spallina agreed to send Petitioner all the relevant estate documents to review but then only sent Petitioner a "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE"

("Waiver(s)") to sign. A three part document waiving his rights and interests in Shirley's estate, the document predicated on an understanding of the rights being waived and yet TS did not send any accountings, inventories or anything else to aid Petitioner in assessing what interests or rights he would be signing away.

66. That at that time in May Simon's health was beginning to rapidly decline and therefore Petitioner signed the Waiver almost instantly upon receiving it on May 15, 2012 and returned the document promptly so as to cause Simon no further grief or suffering, as Petitioner worried, as did Simon, that some of his recent maladies were due to his long standing heart problems and that holding off and Petitioner waiting for the underlying documents from Spallina to sign could kill him. In fact, Petitioner still waits for the underlying documents.
67. That Petitioner signed despite never having seen the underlying documents or understanding any of the interests he would be forsaking in Shirley's estate and despite the fact that the Waiver signed required review by counsel and an understanding of what the signor was signing. See Exhibit 2 – May 15, 2012 Eliot Email to Spallina with Signed and Not Notarized Waiver.
68. That TS according to well established law should have sent the underlying documents and inventories, accounting, etc. to Petitioner as he was a Beneficiary of Shirley's estate. This notification of interests should have already been done within the legal time frame after Shirley's passing but TS had never notified him.
69. That on information and belief, Jill and Lisa were also not notified properly and according to well-established law of their beneficial interests but Spallina did however have conversations and correspondences with Theodore and Pamela notifying them of their exclusion.
70. That Jill however did not sign her Waiver to close the estate of Shirley prior to Simon's passing, see Exhibit 3 – Jill's Waiver with No Notarization Dated, October 01, 2012, two weeks **after** Simon passed. Therefore Petitioner never thought the proposed 2012 Amended Trust was agreed to and completed by Simon and all the siblings, as Shirley's estate had never even been closed.
71. That in the eight weeks from July 15, 2012 when Simon allegedly signed the improperly notarized and improperly witnessed alleged 2012 Amended Trust and the time Simon passed on September 13, 2012, his health went wholly downhill to his sudden and unexpected death. In the eight weeks after he supposedly signed the alleged 2012 Amended Trust, Simon,

    i. began suffering massive headaches that got worse each week, beginning weeks before his death that caused Simon to go for a brain scan only weeks prior to his death,
    ii. was delirious, confused and suffering from hallucinations and fainting spells,



iii. had been radically medicated, including but not limited to, pain pills, steroid injections to his shoulder and neck, Prednisone and other radical changes made to his daily prescriptions. Including wild fluctuations and increased and decreased dosages of Prednisone during the time between July and September, all making Simon virtually out of his mind during this time period and physically deteriorating, all which should be well documented with his doctors in his medical records,

iv. was given an improper pill of Ambien by Puccio, along with an unknown amount of prescribed pain medicine on September 08, 2012, causing Puccio to panic and state that she may have caused him harm. Puccio called Petitioner's home worried as all night as he had not slept watching over Simon and now wanted to rush Simon to the hospital. Puccio asked Candice to come to the home immediately as she thought he may be dying and evaluate his condition. Puccio claimed he was hallucinating and delirious and speaking to his mother on the bed, prompting Candice to immediately go to Simon's home to assess his health. Simon then went to Dr. Ira Pardo, MD ("Pardo") of Boca Raton with Puccio where Simon was cleared of any danger and let home by Pardo according to Puccio.

72. That on September 12, 2012 Petitioner and Candice were again contacted with a medical emergency, this time by Walker, who summoned them to come immediately to Simon's home, as she stated that something was terribly wrong with Simon, that he was weak, confused, disoriented and she thought he needed to be rushed to the hospital.
73. That Candice arrived at Simon's home at the same time Diana Banks ("Banks"), Simon's business secretary, arrived at the home and Puccio returned from the club's gym shortly thereafter and they all determined that Simon needed to be taken to the Delray Medical Center hospital to be evaluated immediately.
74. That Puccio stated to Candice that Simon was fine prior to her leaving the home to work out approximately an hour earlier and Walker stated that when she got to the home Simon was in a complete physical meltdown, undressed and hallucinating wildly. They then allegedly carried Simon to Banks' car as he was unable to walk without their aid and rushed to the hospital.
75. That at the hospital Petitioner notified the hospital upon arriving that Simon's condition may be related to side effects from the Ambien given by Puccio earlier in the week, in combination with the pain medicines doctors prescribed and the combination might still be having an effect on him and to immediately run a drug screen to determine what medications he was on, as Puccio, Walker and Banks could not be sure what had been given to Simon in the last 24 hours.
76. That Simon was taken to the hospital suffering from pain, bloating, dizziness and mental confusion and disorientation and in severe pain. He spent the day doing tests and meeting with heart and infectious disease physicians. At first, early in the day, doctors advised Petitioner that his father had suffered a heart attack. Petitioner immediately

contacted his siblings to notify them of the peril Simon was in and have them get to the hospital ASAP. Jill and Lisa immediately hoped on the next plane out of Chicago and arrived several hours later. Theodore claimed to have to attend a meeting before coming and arrived Boca several hours later and began to request a variety of cardiologists personally known to him to treat Simon and none of them came, delaying getting anything done for a few more hours. Simon's normal cardiologist, Seth J. Baum, MD, FACC, FACPM, FAHA, FNLA could not handle the case due to some form of conflict with the hospital but he was to have sent his medical records to the hospital. In the end the hospital's cardiologist was appointed as attending cardiologist.

77. That an attending physician then came and stated that they did not think he had a heart attack and the infectious disease team was called due to concerns about his other vital functions which appeared highly irregular and he was then checked into ICU but listed in stable condition.
78. That in the early evening the attending cardiologist finally arrived in the ICU and stated that Simon's heart appeared fine, his tests did not show markers of a heart attack and that he did not think Simon had suffered a heart attack and in fact was not suffering from heart problems at all. Instead, he claimed that Simon may have contracted a flu like the "West Nile Virus" and he would begin that evaluation the next day but that he was fine for now and stable.
79. That the Doctor asked Petitioner if he remembered him from two weeks earlier as the attending physician at the brain scan and Petitioner replied that he did, as Petitioner had taken Simon with Candice and Puccio for the test. The Doctor stated that he was perplexed at what was going on after a thorough review of Simon's files now and those from just days ago that were fine and so he had went back to retrieve the older files and compare them, which is why he claimed he did not get to Simon earlier in the day, as it took him time to compare and contrast and try to determine what was happening.
80. That the Doctor then asked about Simon's travels, which had been fairly extensive over the last year and then advised the children present to go home and get rest as he was stable.
81. That Puccio decided to stay and keep company with Simon overnight in the ICU. Simon was heavily medicated but appeared in stable condition as Petitioner left to go home.
82. That several hours after leaving Simon, in the early morning of September 13, 2012 Petitioner was suddenly called to the Emergency room in the middle of the night at approximately 12:30am by Puccio, crying hysterical and stating Simon was Code Blue and they were resuscitating him. When Petitioner arrived at the hospital only minutes later with Candice, they were stopped at the ICU by the nurse in charge because she stated no one could go in to see Simon until security arrived, as someone had just phoned in a call that Simon's condition may have been part of a "murder plot." That Petitioner has still not discovered who made this call to the hospital at that time.



83. That when Petitioner and Candice were sent to the waiting room they found Puccio in the waiting room crying and hysterical as she had been removed from the ICU room from Simon after the call regarding a potential murder was made, right after Simon was beginning to need to be resuscitated for the first time.
84. That Petitioner while Simon was being resuscitated for the 2nd time still had to wait outside until the attending nurse allowed him in, right as security arrived, to see his father. When Petitioner arrived at his father's room, Simon was in a bad way with nurses already working on him with a full resuscitation crew.
85. That Petitioner's siblings, Theodore, Jill and Lisa arrived at the hospital shortly thereafter and Pamela was called in Israel via telephone as she would not be cutting her trip short to return home unless he got worse. The attending nurse then asked if the children wanted to continue to attempt resuscitations or let him pass.
86. That the hospital stated that without papers to the contrary, Petitioner was the designated person in charge of any medical decisions for Simon and so Petitioner stated that they should continue to resuscitate Simon, at least until a doctor could arrive to determine his condition and make determination as to what was causing this sudden and bizarre meltdown of his vital organs.
87. That several more resuscitations were necessary and all of the other siblings wanted Petitioner to "pull the plug" instantly with no further lifesaving efforts and let him die, claiming he wanted to be with Shirley and so no further efforts should be made to save his life and telling him to go be with her and more.
88. That Petitioner did not agree with his siblings decision to "pull the plug", as he was unsure if these were symptoms of the West Nile Virus and if he would recover if resuscitated, as Simon was just cleared of any heart problems by the attending cardiologist hours earlier and so despite his siblings protests Petitioner continued to have them proceed with lifesaving efforts.
89. That unbeknownst to Petitioner, during the life saving efforts Walker allegedly was ordered to go to the home and retrieve Wills and Trusts of Simon by Theodore that might have a Living Will and advance directives for medical decisions, as the siblings felt that Petitioner would not stop when Simon would have wanted them to stop and let him die without further attempts at resuscitation. The situation was not however like Simon was in a vegetative state for a period of time and we were deciding to discontinue life support after careful consideration. Petitioner also was unaware that Candice had been sent to Simon's to accompany Walker.
90. That after several resuscitations, a Doctor arrived and took charge of the resuscitations from the head nurse. That he first believed Simon would recover and after several more attempts had failed to stabilize Simon for more than a few minutes at a time, he advised Petitioner that Simon now appeared technically dead and the drugs they were injecting him with each time were making him appear to be alive each time they resuscitated him but he could not hold on any longer on his own. The Doctor finally stated that in his

medical opinion after the amount of time lapsed and number of efforts made, he may be gone and even if he did come back he may have severe brain damage or worse. On the Doctor's advice, Petitioner finally gave up the efforts and instructed the doctor to no longer resuscitate him and let him die naturally to the delight of his siblings.

91. That on September 13, 2012, Simon passed away.

II. POST MORTEM EVENTS OF INTEREST

92. That within **minutes** after Simon's death, Petitioner was instructed by Theodore to go immediately to Simon's house to make sure that his companion Puccio was not robbing the house, which seemed strange to Petitioner. Petitioner wondered why Puccio, Candice and Walker had left the hospital in the first place prior to Simon's passing and Theodore claimed Puccio was going to rob the safe and home and had left some time ago and he had sent Walker and Candice to watch her and get some paperwork he needed from the home for the hospital.
93. That Theodore stated he would handle the hospital paperwork but somebody had to go to Simon's home ASAP and sent Petitioner who really did not want to go as Simon had just passed minutes earlier and he did not feel well or like driving but agreed to go.
94. That in the parking lot of the hospital, as Petitioner was leaving the hospital, Candice and Walker were returning from the home of Simon. Walker informed Petitioner that Theodore, Jill and Lisa had sent her away to the home to get documents necessary for hospital paperwork and have Walker watch over Maritza and throw her out of the home.
95. That in the parking lot of the hospital Walker stated to Petitioner that she was instructed to get documents to give Theodore, any documents regarding the Wills and Trusts she was to remove from the estate and now held in her hands. She claimed Theodore needed them as they contained important estate and other documents for the hospital. Walker then urged Petitioner and Candice to return to the home to watch over Puccio, as Walker claimed she had to bring Theodore the documents immediately for the hospital paperwork and did not trust Puccio. That Walker was convinced at that time that Puccio may have murdered Simon through poison or overdose.
96. That when Petitioner and Candice arrived at Simon's home, Puccio was packing her bags, crying and was scared, as she stated that members of Petitioner's family had threatened her and told her that if she was still at the home when they arrived they would cause her harm.
97. That other impoliteness's were exchanged according to Puccio when she was at the hospital as Simon lay dying and that she feared so much as to run out of the hospital and get her belongings and leave the home. Puccio left despite Petitioner and Candice informing Puccio that Simon had told them at the hospital the day before he died, that in the event anything happened to him and if Petitioner's siblings tried to do anything to

harm Puccio or throw her out of the home, that she had rights to stay in the home as it was her primary residence with Simon for many months prior. Despite informing Puccio of Simon's request she still wanted to leave as she feared harm by Petitioner's siblings and Simon's assistant Walker.

III. POST MORTEM AUTOPSY DEMAND AND SHERIFF DEPARTMENT INVESTIGATION OF ALLEGATIONS OF MURDER

98. That early in the morning of September 13, 2012, hours after Simon's passing, a Coroner called Simon's home and asked Petitioner if Petitioner was ordering an autopsy to discover if Simon had been "murdered." Petitioner informed the Coroner that he knew nothing about murder allegations or that an autopsy was ordered at the hospital but that Petitioner would have Theodore call him back as he had done all the paperwork at the hospital he was calling in reference to.
99. That Petitioner immediately contacted Theodore who stated to Petitioner that his siblings were ordering an autopsy based on the allegations that they thought Puccio murdered Simon, a belief Petitioner did not share and does not share at this time.
100. That Theodore stated he had friends in the Boca Raton, FL legal community he was already speaking to about what to do, including but not limited to, his friends at Greenberg Traurig ("GT") and TS and that he would contact the Boca PD from referrals from his friends to start a formal police investigation into Simon's death.
101. That several shortly thereafter the Sheriff Department (See Exhibit 4 Sheriff Department Intake Form) arrived in multiple squad cars and surrounded Simon's home and proceeded to then take statements on the front lawn for several hours regarding an alleged murder plot by Puccio.
102. That shortly after the Sheriffs arrived at Simon's, Theodore, Jill and Lisa showed up at Simon's house with Walker, in order to give statements regarding the accusations that Puccio had murdered Simon by poisoning him or overdosing him with medications. That Walker claimed that Puccio was switching pain pills with his nitro pills with intent while he was confused and that too many pain pills were being mixed with other unknowns.
103. That Pamela, David and their daughter were in Israel at the time of Simon's death and did not come back for several days after learning of Simon's death and so Petitioner is unsure if they gave statements to the Coroner or Sheriff at that or any time.

IV. POST MORTEM ESTABLISHMENT OF PERSONAL REPRESENTATIVES, SUCCESSOR TRUSTEES AND SEIZING THE PROPERTIES FROM BENEFICIARIES



104. That later that afternoon on September 13, 2012, Theodore stated that he had just spoken with Tescher and Spallina and that he was appointed to act as the Personal Representative/Executor/Successor of the Estates for the real estate and personal properties and Tescher and Spallina were also Personal Representatives. That according to Theodore the alleged 2012 Amended Trust of Simon now gave TS, Spallina and Tescher, the authority to act as Trustees and Personal Representatives over the Estates and he claimed they had chosen him as a Personal Representative/Executor/Successor Trustee because he was the oldest surviving child.
105. That the Court should note here that the alleged 2012 Amended Trust that TS, Spallina and Tescher were now acting under as Personal Representatives will be shown herein to have been constructed and signed under duress, improperly notarized and improperly witnessed by Spallina who authored the alleged 2012 Amended Trust document, which purportedly now gave him these brand new legal capacities over the Estates and additionally interests in the Estates. Petitioner believes that these documents may have never been completed by Simon and the alleged forged documents exhibited and evidenced further herein may prove such theory to be true.
106. That since the time immediately after Simon's death TS has acted in these capacities as Personal Representatives, Trustees and Counsel in handling the Estates and in assigning Theodore the roles he has been acting under.
107. That TS, Tescher and Spallina have been working almost exclusively with Theodore since that time, sharing and controlling the assets and documents with Theodore and Pamela.
108. That Theodore now acting in his new role Spallina had just anointed him over the phone, stated he was now to control the real estate and other properties to Petitioner's siblings and that he needed to make all these decisions and that according to Spallina he had many obligations and responsibilities but he would keep everyone up to speed on what they were doing.
109. That later that day when Petitioner, after looking up Florida law, challenged Spallina's claims that only because Theodore was the oldest living child was he capable of acting as a Personal Representative who could therefore take charge of the properties of the Estates and demanded Theodore again called Spallina to confirm.
110. That Theodore then claimed that Spallina had just informed him on the phone that under Shirley's 2008 Trust and Will, he was the Successor Trustee to Shirley's Estate and therefore he could act in these capacities Spallina was anointing him too in controlling the assets of both Shirley and Simon's estates.
111. That it was not learned until months later that TS, Spallina and Tescher were elected as the **ONLY** Personal Representatives and that no children had been chosen by Simon in the alleged 2012 Amended Trust they were operating under.
112. That Petitioner did not think the proposed 2012 Amended Trust could have been finalized prior to Simon's death, which elected TS, Spallina and Tescher as Personal

Representatives with these new powers, as this would have meant that Shirley's estate had been closed, which it had not been. Petitioner found it very strange that Theodore would be a Successor Trustee in the closed estate of Shirley and further able to now act as Personal Representative or Successor Trustee regarding the properties in Simon's estate under a moot document.

113. That Petitioner immediately asked to see the controlling documents they began operating under and was placated by Spallina not to worry they would be sent to him shortly and to not worry "he was a member of the Florida Bar and we could all trust him" and "he had the best of interest of the Beneficiaries in mind" and words to that effect.
114. That up until the day of Simon's death, Walker maintained keys and alarm codes to his home, as she had done for several years prior, however suddenly on the day Simon died she stated she no longer had the house keys, the alarm codes and did not have the right combination to open the personal safe of Simon, claiming Simon must have just changed the code on his safe days before his death and she had lost her keys.
115. That Walker had been residing in Shirley and Simon's home until several weeks before Simon's death and had moved from the home due to problems that had arisen with her and Puccio and Simon could no longer handle the additional stress. Where Walker had joined with Simon's other children and grandchildren in hating on Puccio and began claiming she was after his money, abusing him and more. That this feuding led to Walker and Simon attending therapy together and finally Walker moving out. Simon felt betrayed by Walker who he had considered like a daughter siding with his children and going against Puccio with such anger, yet he kept her employed and she showed up at his home almost daily until his death for work.
116. That due to the lost keys and codes and nobody living in the home now with Puccio having already fled, Theodore then asked Petitioner and Petitioner's family to stay at Simon's home for the next several days, as he did not have the keys, alarm or safe codes and he could not just leave the home open. Theodore claimed that he could not stay as all the other siblings were staying at his home and refused to stay in the home Puccio had destroyed. Theodore stated he feared Puccio could return to steal items and Petitioner agreed that leaving the house open and unalarmed seemed a bad idea and therefore he moved his family into the home for several days after Simon's passing.
117. That Petitioner's siblings, Pamela, Jill and Lisa stated that they would not stay in the home of Simon as it had been desecrated by Puccio living there and that they would not attend a funeral reception at the home if it were held there. They stated that all the other siblings had agreed and were planning on having the funeral reception at Theodore's home instead, as this was more convenient for them.
118. That Petitioner protested this funeral reception arrangement and wanted the reception instead at their father's home, so as all his elderly friends at the club he lived in could come by and be at their home for the last time where they had all shared memorable times with Simon and Shirley.



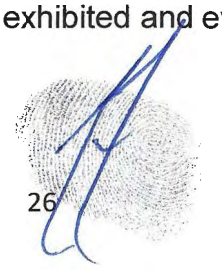
119. That Theodore claimed that after he spoke with Spallina again they decided that they could definitely not hold the funeral reception at Simon's home as it was too risky and someone could slip and fall or steal estate items. Where it suddenly appeared that they were best of friends, as Theodore was on the phone incessantly with Spallina and Tescher now.
120. That Theodore claimed that now that he was in charge of the properties, he and Spallina felt this exposed the estate and them personally to liabilities as Personal Representative/Successor Trustee to large risks from lawsuits and theft and other liabilities and that therefore there was no way to hold the reception at the home.
121. That Petitioner even offered Spallina and Theodore the option of having the attendees sign personal waivers for slip and fall before entering and having security at the home to prevent theft and stop and frisk attendees on the way out but all to no avail. That Spallina grew angry with Petitioner's renewed request to have the documents emailed to him showing all these powers granted and responsibilities and again Spallina stated he would send them shortly.
122. That several days after Simon's passing when the locks and alarm codes on both real estate properties in the Estates where changed, Theodore took possession of the new keys and codes and to the best of Petitioner's belief has since locked all Beneficiaries from the properties and seized possession of the two properties and all of their contents.
123. That Petitioner has tried to gain entry to the properties since that time but the guards at both residences refuse to allow him or his children entry on the orders of Theodore, no notices of possession where given to anyone by Theodore or TS, Spallina or Tescher.
124. That Petitioner further repeatedly requested Theodore to allow entry to get certain items for the children but each time since Simon's death he was not allowed back into the home or able to use any of the amenities on the properties he had been previously using. Theodore told Petitioner he would meet him at the properties several times over the last seven months but each time evaded Petitioner denying access.

V. ITEMS REMOVED FROM THE ESTATE POST MORTEM AND MORE

125. That Walker claimed that when she went to Simon's home she grabbed anything estate planning looking that she could find from his home files, including trusts, wills, etc., as Theodore had requested her to do at the hospital.
126. That later when initially questioned by Petitioner about what the contents of the package Walker had given him were, Theodore claimed they were estate documents, including trusts, wills, some medical records and some insurance documents. Petitioner requested copies and inventory of the documents removed and an inventory of the personal effects of Simon he had taken from the hospital and Theodore stated he would have copies for everyone later that day. To this date Petitioner has never received the

inventories or accounting for anything removed from the estate or Simon's personal affects taken from the hospital.

127. That Petitioner learned later from Walker that some of the documents she removed from the estate included a contract Simon had made pertaining to Puccio and a check made out to her.
128. That later upon questioning Theodore again about the contents of the package and if he had documents for Puccio, he initially denied he had any Puccio documents until Petitioner notified Theodore that Walker had told him of documents for Puccio that she had taken from the home and given to him and further that Walker claimed she had discussed them with him at the hospital.
129. That suddenly Theodore acknowledged he was in possession of Puccio documents and claimed that he had just reviewed the Puccio documents with Pamela and David and the contract and did not appear valid and the check to Puccio was not signed and therefore she would not be paid despite Simon's desire or intent and this is why he claimed he had forgotten about it.
130. That Petitioner then notified Theodore that Simon had personally informed Petitioner of a document and check for Puccio in the hospital on September 12, 2012 that he wanted her to have in the event anything happened to him in the hospital.
131. That several days later, after failing to turn over the documents to Petitioner, Theodore stated he turned the documents and personal effects taken from the estate to TS, Tescher and Spallina.
132. That when requesting copies of the Puccio documents from Spallina he stated Petitioner did not need them as the check was not signed and he and Theodore were not intending to pay Puccio, despite Simon's desire and intent. Petitioner still requested copies be sent to him by Spallina and Spallina stated he would send them when he got a chance.
133. That for several months prior to and then for months after Simon's death Spallina told Petitioner repeatedly that he would get the Estates documents to him and the other Beneficiaries and Trustees but then in a family call with Spallina, he claimed suddenly and angrily in an "about face" that Petitioner was not entitled to any documents, as Petitioner was not a Beneficiary of either parent's estate and therefore had no rights to them and would send what he thought Petitioner needed when he needed them. Spallina then directed Petitioner to obtain what was in the public record at this Court instead. That Spallina misinforming Petitioner that he was not entitled to any documentation of the Estates, even as Trustee and Guardian for his children who under the alleged 2012 Amended Trust are Beneficiaries, evidences a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more. As will be further evidenced herein Spallina now claims that Petitioner is a Beneficiary of the Estates, in yet another about face and documents exhibited and evidenced herein procured by TS show Petitioner always was.



134. That suddenly many key Estates documents essential to understanding the Estates and defining the distribution of assets are claimed to now be missing from Simon and Shirley's estate plans entirely and where no Attorneys at Law involved creating the documents appear to now have copies of these missing estate and insurance documents and more, as will be evidenced further herein.
135. That in the parking lot of the hospital Walker also exchanged what she thought was a gift she had for Petitioner and when Candice opened it on the way to Simon's it had 5-6 large red pills inside. That when they contacted Walker on the way to Simon's to find out what these pills were and who they were for, she claimed that they were her pills, not Simon's and stated she gave Petitioner the wrong package and to throw them away.
136. That Petitioner on September 13, 2012 upon trying to log in to Simon's computer at his home to get his personal friends contact information to notify them of Simon's passing noticed that the hard drives on all of Simon's computers in his home were missing or scrubbed and Petitioner found this highly irregular. Theodore stated he would look into where they had gone and question several people who handled Simon's computers at his office and home if they knew anything. To this date those items appear to have been taken from the estate and never recovered.

VI. MISSING LIFE INSURANCE TRUST AND LIFE INSURANCE POLICY OF SIMON

137. That on September 19, 2012 Petitioner met with Theodore and Spallina at the offices of TS and Pamela, David, Jill and Lisa were teleconferenced into the meeting from Chicago and we learned from Spallina and Tescher that documents were now missing in the Estates and they were pertinent documents to the distribution of major assets and controlling documents to the Estates.
138. That according to Spallina a Simon Bernstein Irrevocable Trust dated June 4, 1995 ("IIT") of Simon's was determined to be missing. The IIT was initially created by Hopkins & Sutter ("Hopkins") law firm in Chicago, IL., which was later acquired by the law firm of Foley & Lardner ("Foley"). Exhibit 5 - Emails Regarding Lost IIT and Settlement Agreement and Mutual Release ("SAMR").
139. That according to Spallina a Heritage Union Life Insurance Company insurance Policy No. 1009208 on Simon ("Heritage Policy") was also now missing from the Estates records. See Exhibit 6 – Emails Regarding Lost Heritage Policy. That the Heritage Policy is reinsured by Reassure American Life Insurance Company ("RALIC"), who has become involved in the insurance matters.
140. That Exhibit 6 shows that initially Spallina states that the beneficiaries are now being based on an "educated guess" at best, as no one knew who the beneficiaries were. Spallina then later states Simon told him who the beneficiaries were to be and yet

Spallina fails to insure the benefits for the beneficiaries by documenting such and now as it factually is a guessing game, it exposes all potential interested parties to a variety of liabilities.

141. That Petitioner believes that the Heritage Policy and Simon's IIT were part of VEBA Trust that was initially sold and implemented by Simon's insurance brokerage and trust companies and that these companies at that time are believed to have been managed by Pamela and her husband David B. Simon, Esq. and owned by Simon. That it should be noted that Simon was an expert in VEBA trusts for life insurance sales and created one of the first such plans in the nation.
142. That Simon's brokerage companies sold tens of millions of dollars of VEBA life insurance premiums over the years for large estates, all utilizing complicated estate trust vehicles, which were an inherent part of the VEBA plans designed by Simon. Almost all of Simon's high net worth clients' estate plans also involved complicated estate planning and trusts that Simon prepared and preserved as part of his business practice with Pamela and her husband David Simon. That Simon was considered one of the nation's smartest and wealthiest life insurance salesman and expert estate planner and his clients were all high net worth individuals and successful companies. In fact, Simon's products sold were estate planning tools he created (VEBA's, Premium Financing Arbitrages and others) that were adopted and used by thousands of clients, all extremely high net worth persons.
143. That it is beyond belief that Simon who was well versed in estate planning would create an estate plan and leave critical trusts and policies missing from the records on his very own estate and that Pamela and Theodore who maintained these records also would now be missing copies.
144. That Pamela and Simon are believed to be the life insurance agents on the now missing or suppressed Heritage Policy and where Pamela would be one of the General Agents for the carrier and may manage or own various of the trust companies involved with the VEBA's, with responsibilities for maintaining the IIT records and insurance policy records.
145. That according to TS and Theodore in a September 19, 2012 meeting, it appeared that Proskauer Rose[2] [and 3] ("Proskauer") may have received copies of the IIT from Simon and

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[2] That this Court should note that Proskauer has been sued by the Receiver in the now convicted Felon Ex-Sir Allen Stanford of Stanford Financial Group ("Stanford") and where Simon had estate assets in Stanford further discussed herein. That Thomson Reuter's reported the following @ http://newsandinsight.thomsonreuters.com/New_York/News/2012/02_-_February/Stanford_Financial_receiver_sues_law_firms,_lawyer/
"Ralph Janvey, the court-appointed receiver for Stanford Financial Group, filed suit on Friday in federal court in Washington against the law firm Proskauer Rose, the law firm Chadbourne & Parke, and Thomas Sjoblom.
The lawsuit alleges that while working at the firms, Sjoblom helped Stanford defraud more than 30,000 investors by issuing $7 billion worth of bogus certificates of deposit. Sjoblom was a partner at Chadbourne & Parke from 2002 to 2006 and at Proskauer Rose from 2006 to 2009.

Petitioner later learned that copies of the IIT may have been transferred from Hopkins/Foley in or about 1999-2001 to Proskauer. That Theodore states that his "friends" at Proskauer would know and he and Spallina both stated they would check with their Proskauer "friends" to see if they had the missing documents. Petitioner found his brother's new "friends," which are Petitioner's current enemies to be strange bedfellows for him.

146. That later according to Spallina, after checking with Proskauer's estate planning attorney Albert Gortz ("Gortz"), Spallina stated that the Proskauer firm had "fired" Simon as an estate planning client, after Proskauer prepared and supposedly completed estate work for Simon in or about 1999-2001. Gortz now claims to have no records regarding the estate planning work of Proskauer's for Simon, including copies of the IIT.
147. That Petitioner contends that instead Simon fired Proskauer, as Petitioner did, after discovering in 1998-2002 that Proskauer was involved in the theft of extremely valuable Intellectual Properties and assets of companies owned by Simon and Petitioner, as will be fully discussed and evidenced further herein, leading to an ongoing RICO and Antitrust and Ongoing Federal Investigations and more.
148. That Petitioner voided ALL/ANY estate planning work done by Proskauer in 1998-2002 for his family and does so again herein, after firing Proskauer and filing a series of complaints against them, further discussed herein. Petitioner assumes Simon had done the same.
149. That the Court should note here however, that despite Gortz's claim to Spallina that Proskauer has no estate documents in their possession, a Proskauer document turns up, allegedly executed by Simon in 2000, and it is a Will and Last Testament ("Will Exhibit"). This Will Exhibit turns up in the strangest of places, mysteriously appearing in this Court's record. The Will Exhibit is filed in the estate of Simon on October 10, 2012, as

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The lawsuit also alleges that Stanford Financial lost at least $1.8 billion because Sjoblom, a 20-year veteran of the U.S. Securities and Exchange Commission's enforcement division, thwarted a federal investigation into the company. The lawsuit further alleges that the two law firms failed to properly supervise Sjoblom's work... The three defendants named in the lawsuit filed by Janvey also face at least six class-action lawsuits in Texas filed by Stanford Financial Group investors who claim that Sjoblom conspired to defraud them and that the law firms failed to keep tabs on his activities.
The case is Janvey v. Proskauer Rose, U.S. District Court for the District of Columbia, 12-CV-00155.
For the plaintiff: Guy Hohmann with Hohmann, Taube & Summers.
For the defendants: Not immediately available."

[3] That a lawsuit filed alleges that Proskauer directly Aided and Abetted Stanford and committed Conspiracy and more.
IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA,
RALPH S. JANVEY, IN HIS CAPACITY AS COURT-APPOINTED RECEIVER FOR THE STANFORD RECEIVERSHIP ESTATE, AND THE OFFICIAL STANFORD INVESTORS COMMITTEE PLAINTIFFS,
VS.
PROSKAUER ROSE, LLP,
CHADBOURNE & PARKE, LLP,
AND THOMAS V. SJOBLOM,
DEFENDANTS.
http://www.stanfordfinancialreceivership.com/documents/sjoblomcomplaint.pdf

either a second Simon Will or as an "exhibit" to the 2012 Will of Simon done by TS. This alleged 2000 Will Exhibit was filed by TS on October 02, 2012 with this Court and the two wills that are now filed with this Court are wholly different and apparently unrelated?

150. That this "Will Exhibit" according to the Court docket is an "exhibit" and was done August 15, 2000 and yet is never referenced in the 2012 Will of Simon as an exhibit, the document apparently is a notarized and signed Will and yet no law firm markings or reference numbers or account appear on the document pages. This "Will Exhibit" is inserted into the Court record for no apparent reason or rationale, which raises the question of why there is a need for two wills to be filed with this Court or why it was attached to the 2012 Will of Simon as an exhibit when not referenced therein and what document now rules? The issues with improper notarization of the 2012 Will of Simon and more will be discussed in greater detail further herein.
151. That Pamela, Theodore and Spallina have all claimed they now have no records of the missing IIT or Heritage Policy, however, Spallina, Theodore and Pamela stated in a phone call with Petitioner's siblings that they had each been working on reinstating the Heritage Policy which had lapsed at some point months prior to Simon's passing and they had luckily reinstated it shortly before his death. How the Heritage Policy could have been reinstated without a clear beneficiary designation and without having copies of the policy and IIT at that time, only a few months prior is unknown.
152. That after speaking to various employees of Simon's and others, Petitioner learned that the Heritage Policy and IIT documents were witnessed to be contained in files maintained in both Simon's business office and his home office files.
153. That since his death, Simon's effects, including ALL documentation from his home and office have been controlled by Theodore and TS and there has been no accounting of any of the documents or other items of the Estates by the designated Personal Representatives/Successor Trustees acting under the alleged 2012 Amended Trust to the Beneficiaries, the Trustees for the Beneficiaries or Interested Parties and thus they have no way to access and search for the alleged missing documents or to find out if they have been removed and/or suppressed.
154. That upon Petitioner asking for copies of the Heritage Policy he has been refused by Spallina, Theodore and Pamela and even denied repeated requests for information regarding the point of contact at Heritage as exhibited and evidenced herein, with Pamela even claiming in the exhibited emails that Simon must have taken them from his office to his home and then basically with him to the grave as from the instant of his death they vanish into thin air.

VII. INSURANCE PROCEED DISTRIBUTION SCHEME



155. That Spallina with the aid of Theodore, Pamela and her husband David then concocted a scheme using a proposed "Settlement Agreement and Mutual Release" ("SAMR"), see Exhibit 7 – Settlement Agreement and Mutual Release, drafted on or about December 06, 2012 by an unknown Attorney at Law or Law Firm, as no law firm markings are again on the pages.
156. That Spallina claims to Petitioner and his siblings that this scheme will get Simon's children monies from the Estates, as they were no longer beneficiaries under the alleged 2012 Amended Trust, as all five children would get nothing, as it would go to Simon's grandchildren as proposed in the May 12, 2012 meeting. Spallina apparently advising the children to act adversely to the grandchildren beneficiaries, their own children and get the money to themselves instead. Spallina states he is looking to get the children some of the monies outside the Estates, such as the insurance proceeds and IRA's, so as to get the children money versus their children who are the rightful beneficiaries. This makes one wonder exactly who Spallina is representing.
157. That the proposed SAMR scheme is to have the Heritage Policy insurance proceeds be distributed to the children outside of the estate and into the SAMR, under the claim that there was a lost trust and no beneficiary designation. Upon trying to move the monies in this fashion prior to agreement by anyone, it appears Heritage's reinsurer demanded an order from this Court with its blessing. However, on information and belief and limited legal knowledge, Petitioner believes the funds would flow into the estate of Simon, per instructions in his estate plans in the life insurance carry over clauses in both the 2008 Trust of Simon and alleged 2012 Amended Trust.
158. That as proposed by Spallina, Theodore would be the Trustee of the SAMR scheme, claiming that under the IIT, which they all claim is lost, he knew he was the "Successor Trustee."
159. That Spallina claimed that the SAMR was necessary to "avoid creditors" and "avert estates taxes" or words to that effect and get money out to the non-beneficiary children.
160. That Spallina states the SAMR will protect the Heritage Policy proceeds from liabilities and creditors, including liabilities that may result from a lawsuit filed against Theodore and Simon and their companies and later amended to add the Estates. That the lawsuit was filed by a one William E. Stansbury ("Stansbury") in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach Country, FL., Case #502012CA013933XXXX ("Stansbury Lawsuit"). The Stansbury Lawsuit will be discussed in greater detail further herein.
161. That Spallina claimed the SAMR would keep the Heritage Policy proceeds from estate taxes too and if the SAMR was not done the proceeds would "escheat" to the state of Florida and not the estate of Simon, which Petitioner believes is not the case and that this threat and misinformation was used to intentionally scare the Beneficiaries and Interested Parties to hurry up and sign the SAMR or else face dire consequences and possible loss of the entire insurance benefit. That Petitioner did not agree that estate

taxes could be evaded through a post mortem trust, especially where claims that Simon was the owner of the policy had been made by Spallina.

162. That it appeared to Petitioner that claims were being made to the insurance carrier already to pay the benefits, so was wholly confounded as to why the insurance carrier would escheat the benefits as if a beneficiary could not be found and a timely claim made. The claim was made, there were beneficiaries represented and so it seemed ludicrous and bad legal advice based on Petitioner's limited understanding of these complex estate issues. In all Petitioner's years selling insurance he had never witnessed something even remotely similar to this situation.
163. That it should be noted by this Court that the five children of Simon and Shirley are all Trustees of their children's trusts that were to be set up under the alleged 2012 Amended Trust in order to transfer their inheritances to them. That per Spallina these trusts for the grandchildren under the alleged 2012 Amended Trust were never established and still have not yet been created and he would be creating them soon, again post mortem estate planning taking place.
164. That Simon's children, Lisa, Jill and Petitioner are still Guardians of their children as they are all minors and where all of the children of Theodore and Pamela are no longer minors as they are all over 21 currently. Thus, if the proceeds were paid to Theodore and Pamela's children directly the monies would again skip over them as Simon and Shirley intended and they would receive nothing. Whereas the other children, Petitioner, Jill and Lisa would control the trusts for their children for many years to come, allowing them to distribute the investment income earned for their family's needs, until the children would be entitled to the money fully upon reaching the stated ages in the trusts.
165. That Simon's children, especially Theodore and Pamela, under the SAMR appear in direct conflict with their children's interests over the distribution of the insurance proceeds and have in fact adverse interests. Where due to these conflicts and adverse interest with his own children, Petitioner felt the SAMR would need to be reviewed now by several different Attorneys at Law representing each party separately. One Attorney at Law for Petitioner's children, one for Petitioner as Trustee for his children's trusts under the alleged 2012 Amended Trust, one for Petitioner's new interests and each of the children and their children would have to retain similar counsel to parse these parental conflicts with their children, all due to Spallina's failure to properly protect the beneficiaries by adequately securing the Heritage Policy and IIT beneficial interests through a legally documented paper trail. Petitioner claimed that he found it unethical to act adversely to his children and stated he would need to obtain independent counsel to review the SAMR scheme prior to signing. Petitioner questioned why the SAMR had to have the children of Simon as Beneficiaries and not the grandchildren but was told that Simon did not want it this way and that if he did that he would get nothing.
166. That later in a teleconference with Petitioner, Spallina, Petitioner's siblings and others, Petitioner asked Spallina if this conversion of money from the intended grandchildren to

the children through this new SAMR scheme created by the children naming themselves as the beneficiaries of the Heritage Policy posed conflicts of interest or could be construed as fraud and a violation of fiduciary duties. Petitioner found it highly irregular that acting as Trustees and Guardians for their children, that Theodore and Pamela would be creating and executing a document that could be construed as usurping funds from their children and putting those funds into their own pockets, in a highly irregular scheme.

167. That Spallina also appears to be acting with adverse interest to the grandchildren that he has fiduciary responsibilities to protect as Beneficiaries of the Estates by moving monies out of the Estates with this new concoction to their non-beneficiary parents. Petitioner found it strange how Spallina stated over and over again how he was going to work with Theodore and Pamela to get them some money somehow outside of the Estates plans, in direct opposition to the wishes, desires and legal documents he drafted for Simon and Shirley.
168. That Petitioner noted the conflicts and other problems to his siblings and urged them to seek counsel to make sure it could not be construed as a conflicted transaction that could be viewed as a fraudulent conveyance, violation of their fiduciary responsibilities and more. At this time it is not known if any of the other children have retained counsel for themselves and their children to review the SAMR for potential conflicts and legal validity. Yet, according to the exhibited Heritage Policy emails, apparently all of them appeared willing to have signed blindly at that point without counsel, without getting an approval from this Court, solely relying on the counsel of Spallina for all parties that this scheme was legit.
169. That the proposed SAMR that was drafted was not done apparently by any law firm willing to affix their firm's name to the SAMR, the only law firm listed in the document is that of David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210, for serving process and notices, no other firm markings exist. However, the evidence exhibited herein shows Spallina selling the concept to all parties, over and over and involved in creating and negotiating the SAMR with insurance carriers and the children and authoring the SAMR concept and the language of the draft SAMR attached already herein.
170. That Petitioner objected to signing any such deal, even when claimed they would get a Court Order, until he could retain counsel that could decide if this were legal, a violation of his fiduciary duties to his children as Trustee of their trusts and if in fact if this SAMR could further be construed as fraud and more.
171. That in the Heritage Policy emails already exhibited herein, Spallina, after claiming it was initially an "educated guess" at best of whom the actual beneficiaries were, then reverses course in the attached emails, now suddenly remembering that Simon verbally told him the five children were supposed to be beneficiaries of the Heritage Policy proceeds and so the beneficiaries for the SAMR should absolutely be the children and not the



grandchildren. However, this is Prima Facie evidence that Spallina failed to take reasonable care to document this verbal statement supposedly made by Simon to him designating the Beneficiaries of a large estate asset in the estate plan and should have thus taken reasonable steps to protect those Beneficiaries.

172. That Spallina supposedly created the alleged 2012 Amended Trust by modifying the 2008 trusts of Shirley and Simon just weeks earlier and in both cases appears to have failed to document and secure the proper papers for the Beneficiaries of the IIT and Heritage Policy and failed to maintain the missing IIT, the Heritage Policy and even the parole evidence offered of Simon's supposed statement and so wholly failed to protect his clients and their Beneficiaries.
173. That Spallina having no legal designation of beneficiaries to the Heritage Policy and the IIT now exposes all the Beneficiaries and Interested Parties to a plethora of new liabilities and losses, such as, potential adverse tax consequences, adverse creditor issues, large legal and accounting bills to evaluate the problems resulting from this, loss of benefits to some parties and gain to other parties, all problems created by these fiduciary failures and more by the Personal Representatives.
174. That if true that Spallina knew these Beneficiary designations all along as the children and not the grandchildren, in advance of Simon's death and while amending the 2008 Trust, then his prior statements that Petitioner was not a Beneficiary under the Estates and was not entitled to documents other than what was in the public record, nor entitled to ANY inheritance or assets of the Estates is then materially false, as he would have known Petitioner to be a Beneficiary of the Heritage Policy and IIT, as Simon had told him prior to his according to the emails. Petitioner believes that this misinformation regarding him not being a Beneficiary was used to suppress documents from being released to Petitioner in the Estates, while alleged criminal activities were taking place in the creation of those documents post mortem, as exhibited and evidenced at length further herein.
175. That at minimum, even if Spallina claims he did not possess the IIT or Heritage Policy for this major Estates asset, he should have stated in the alleged 2012 Amended Trust that he had this knowledge of who the beneficiaries were under the IIT that he did not poses and stating in its absence the reason for the absence of the prevailing document designating the Beneficiaries and who they were, in spite of not having possession of the IIT, reasonably ensuring the proper Beneficiaries rights to the proceeds.
176. That according to Spallina, Theodore and Pamela, as exhibited in the Heritage Emails, the owner of the Heritage Policy is Simon and not the IIT, which at this time Petitioner cannot confirm, as the Heritage Policy and IIT are alleged to be missing and other information appears secreted and suppressed by the Personal Representatives, Theodore, and apparently as exhibited, Pamela, all now claiming to have lost all copies and records of these items.

177. That the owner designation as Simon himself goes against proper estate planning of an irrevocable trust necessary to achieve the tax and creditor and other benefits of an irrevocable trust. Typically, and in almost all instances that Simon and Petitioner sold insurance together to clients for over 25 years, the owners and beneficiaries of the policies were the irrevocable trusts established, NOT the individual as owner or with any controlling interest. Having the insured act as the owner, who can then make policy and beneficiary changes, etc. would violate the very nature of the irrevocability of the trust being designed, which removes any control to make changes by the insured who irrevocably gives all rights up to gain the benefits. Why hire an Attorney at Law and pay them to prepare and implement a trust designed to fail?
178. That Spallina was confronted by Jill as to the legality of the SAMR in a family call attended by Petitioner's siblings, Tescher, Spallina and others, asking if her child could later sue her for actions under the SAMR due to the apparent conflicts of interest and possible fraud, Spallina claimed, "only if you later tell her what you did or she finds out" or words to that effect. Again, it appears that Spallina is again acting as counsel to the children in adverse interest to the grandchildren Beneficiaries and his client Simon and Shirley's wishes, desires, intent and legal documents, all in violation of law.
179. That again, as exhibited already herein, Spallina counsels and advises Petitioner to just sign the SAMR documents, that he did not need counsel as it would be a waste of money. That this claim to not seek counsel, as it is was a waste of money is also parroted by Theodore and Pamela as evidenced in the exhibited emails. Where Petitioner has been counseled that in fact each party to the SAMR and those affected by it would need separate and distinct counsel to represent each capacity they were being advised by Spallina to act under in the SAMR in order to parse the conflicts, if they could be.
180. That for example, in the SAMR proposal alone, Theodore acts without separate and distinct counsel in each of the following capacities,

    i. as a Personal Representative/Successor Trustee in the Estates,
    ii. as a Trustee for his children's benefits under the alleged 2012 Amended Trust of Simon,
    iii. as the Trustee of the SAMR and
    iv. as an individual and direct benefactor of the SAMR proceeds in adverse interest to his children.

181. That for example, in the SAMR proposal alone, Spallina, Tescher and TS, act without separate and distinct counsel in each of the following capacities,

    i. as Personal Representatives under the alleged 2012 Amended Trust of Simon,

ii. as Trustee of the SAMR, whereby Spallina claimed if Theodore was not elected by his siblings to be successor trustee of the SAMR, he would act in such capacity and open new trust accounts in his name to hold the proceeds and distribute them. Petitioner immediately objected to Theodore due to the apparent conflicts,
iii. as Counsel to the Estates,
iv. as Counsel to the Beneficiaries and other Interested Parties in the SAMR, except for Petitioner's children who have retained independent counsel and Petitioner who seeks currently to retain counsel individually,
v. as counsel for the Beneficiaries under the alleged 2012 Amended Trust of Simon, and,
vi. as Counsel for TS, Spallina and Tescher, as they appear without having retained independent counsel for any of the conflicting representations they have.

182. That Petitioner asks the Court if TS, Spallina and Tescher's liability and malpractice carrier would allow TS to act in these multiple and conflicting representations to all of these parties without independent counsel for themselves other than acting as their own counsel for their own acts in each capacity. Further where these conflicts appear to be self-dealing and cause liabilities to not only the Beneficiaries but the carrier.
183. That this suppression and loss of documents by TS, Spallina, Tescher, Theodore and Pamela could be construed as constructive fraud, a tort of deliberate omission or alteration of facts, in order to benefit themselves and others, just one example of a serious breach of fiduciary duty, which may lead to fines and repayment to beneficiaries for ALL losses. Courts can and should remove the Personal Representatives, Trustees and Successor Trustees for such breaches.
184. That this SAMR proposed and endorsed by Spallina clearly benefits Theodore and Pamela mainly, whom without such scheme would have no direct or indirect beneficial interest in the Heritage Policy under either the alleged 2012 Amended Trust or prior known trusts of Simon and Shirley, as both were wholly cut out from receiving anything in the Estates and with the SAMR they would now get a large chunk of the proceeds, approximately two fifths of the death benefit. This scheme would clearly reverse the desire and intent and estate documents of Simon and Shirley to exclude them from the remaining assets of the estate.
185. That this scheme of Spallina and others works adversely to the grandchildren Beneficiaries of the Estates under the alleged 2012 Amended Trust, giving Theodore and Pamela two fifths of the proceeds or more and where Spallina is acting as counsel against the Beneficiaries in favor of Theodore and Pamela and this appears to present numerous problems. If the alleged 2012 Amended Trust however is stricken, as Petitioner believes it should be by this Court, then the Beneficiaries of the proceeds would be only Petitioner, Jill and Lisa and their children.

186. That Spallina in several calls with Simon's children claimed the SAMR was a way to get the children monies out of the Estates and promised Theodore and Pamela that through the SAMR they concocted together, he could get them at least something from the Estates, along with perhaps the IRA monies. Where this legal advice is directly in conflict and to the detriment of the Beneficiaries of the Estates in either the 2008 or the alleged 2012 trust. Spallina's working in fact with Theodore and Pamela to get monies from the Estates to them personally, in opposite of the desires and intent of Shirley and Simon appeared wholly unethical and more to Petitioner.
187. That if Petitioner signed the SAMR and received one fifth of the Heritage Policy proceeds as proposed in the SAMR versus his children receiving three tenths of the proceeds, this would create a loss of inheritance to Petitioner's family of several hundred thousand dollars.
188. That Spallina on a phone call with Petitioner and a friend, Marc Garber, Esq. ("Garber"), made a threat to Petitioner in attempts to coerce Petitioner to sign the SAMR without seeking counsel and not cause problems whereby Petitioner either accepted the SAMR or Spallina would now somehow seize Petitioner's children's home.
189. That Spallina claimed later that some kind of mortgage existed on the home of Petitioner's children and that he could forgive such mortgage as Personal Representative but only if Petitioner accepted the SAMR. All the while as exhibited and evidenced herein urging Petitioner to do the SAMR without securing counsel or he would seize Petitioner's children's home and evict Petitioner, Candice and their children. That this threat on Petitioner to extort him to accept this SAMR scheme may be evidence of criminal activity by Spallina that harms the beneficiaries.
190. That after receiving advice from Garber, whom is not retained in these matters, that the SAMR could be construed as a violation of Petitioner's fiduciary responsibilities to his children and law, Petitioner then immediately retained the law firm of Tripp Scott and Attorneys at Law Christina Yates, Esq. ("Yates") and Douglas H. Reynolds, Esq. ("Reynolds"), from a referral from Garber of Flaster Greenberg P.C. ("Flaster") to evaluate the SAMR, demand documents for the Estates and other matters.

VIII. PETITIONER FORCED TO RETAIN COUNSEL DUE TO PERSONAL REPRESENTATIVES LACK OF DUTY AND CARE, BREACHES OF FIDUCIARY DUTIES AND CONFLICTS OF INTEREST REGARDING MISSING ESTATE ASSETS AND DOCUMENTS AND MORE

191. That Spallina grew angry at Petitioner's stated desire to retain independent counsel and threatened Petitioner that if he retained counsel that TS would not deal kindly with him forward and in an adversarial fashion. Spallina claimed it was a waste of time and the Estates monies to get counsel involved that he approved the SAMR and would get a

Court Order approving it now to satisfy the reinsurance carrier who did not go along with the initial scheme that did not entail an order from this Court.

192. That further, Spallina claimed that TS could represent all the parties without the need for either the children, the grandchildren Beneficiaries or their Trustees to retain independent counsel to review the SAMR. Petitioner felt extorted by these threats made by Spallina to either go along with the SAMR without counsel "or else" and further created the need for Petitioner to retain counsel.
193. That Petitioner at this time grew leery of the integrity of Spallina and Tescher and now had several reasons necessitating the need for counsel, including but not limited to,

i. securing estate documents, as now months had passed since Simon's death and TS had never sent ANY documents for Simon's estate and now over a year and half later had received no documents for Shirley's estate and Spallina had failed repeatedly on his promise to deliver them to Petitioner,
ii. to evaluate if what Petitioner was told by Spallina regarding not being a Beneficiary of either estate and therefore not entitled to any documents of the Estates was true, especially in light of the fact that Petitioner would have been entitled to the Estates documents even in his role as Guardian and Trustee for his children's trusts
iii. to evaluate the Estates assets,
iv. to evaluate the cause and effect and resolution of the missing IIT and Heritage Policy and determine the liabilities resulting from such breaches of fiduciary duties as the documents are claimed missing by Spallina, Theodore and Pamela and this materially effects beneficiaries rights and interests negatively,
v. to evaluate the SAMR created in order to replace the missing IIT and Heritage Policy for legal validity and possible fraud,
vi. to evaluate if Petitioner and Petitioner's children now needed separate counsel due to adverse interests causing conflicts and possible fiduciary violations,
vii. to evaluate the new tax and creditor implications of the new SAMR upon distribution of the Heritage Policy proceeds to the Beneficiaries,
viii. to evaluate if Creditors to the Estates could construe the SAMR as a Fraudulent Transfer to avoid creditors,
ix. to evaluate if the Personal Representatives and Successor Trustee were acting in good faith and following law,
x. to evaluate the legal opinions being rendered by Spallina regarding claims about the SAMR's tax and creditors protections this Post Mortem SAMR would gain, and
xi. to evaluate Spallina's newly disclosed eviction threat on behalf of the estate of Simon against Petitioner's children's home.

194. That Yates then attempted to schedule a call and meeting with Spallina to discuss the beneficial interests of Petitioner's children and Petitioner and secure the documentation of the Estates.
195. That Yates upon having her staff contact TS to schedule a meeting, told Petitioner that TS denied knowing Petitioner or of Petitioner's father's estate matters and Yates was surprised as she had already seen evidence that Spallina knew of Petitioner and Petitioner's father, including but not limited to, information regarding the specific meetings already held with Petitioner's family and Petitioner personally, as evidenced in the exhibits evidenced herein already.
196. That after several delays in speaking with Tripp Scott for several weeks through a series of tactical evasions, Spallina then stated he would not meet with Yates and cancelled a scheduled meeting. These aversions for months by TS ran up an enormous bill for Tripp Scott as will be exhibited and evidenced herein, just in trying to get the documents from them.
197. That when Yates contacted Petitioner they decided to now have Tripp Scott send letters to TS, demanding TS to respond and produce documents and records of the Estates. See Exhibit 10 – Tripp Scott Letters to Spallina for Documents and Spallina Reply.
198. That to the best of Petitioner's belief, currently Tripp Scott has only received PARTIAL documentation requested, with key documents to understanding the rights of the beneficiaries that were requested still never sent by TS to Tripp Scott or Petitioner and leaving Yates responding to Spallina she would attempt to piece together the documents of the Estates to make sense, as what he sent was a puzzle with many missing pieces. Again, major pieces of the puzzle requested were not sent and still have not been, leaving an incomplete picture of the Estates to the Beneficiaries and where the Estates documents and assets should be an open book to the Beneficiaries, instead we find non beneficiaries apparently having exclusive access with Spallina to the Estates and everyone else wholly in the dark.
199. That the problems and conflicts created with the IIT and SAMR now forced Petitioner to now have to retain two separate Attorneys at Law, as Tripp Scott astutely identified a conflict of interest that precluded them from continuing representing both Petitioner and Petitioner's children together, as Petitioner and his children suddenly had adverse conflicting interests and would need separate and distinct counsel.
200. That after reviewing the new conflict of interest the SAMR posed, Tripp Scott decided they could only represent one party forward and it was decided that Tripp Scott would remain counsel for Petitioner's children. Therefore, Tripp Scott advised Petitioner that he would now need to retain individual legal counsel to represent his beneficial interests in the Estates that now conflicted with his children's beneficial interests. See Exhibit 11 - Tripp Scott Conflict Letter.
201. That it is now necessary for Petitioner to retain separate counsel in attempts to determine the effect on the Estates of these problems identified already and how they

will affect beneficial interests and whom the beneficiaries will ultimately be, a large legal undertaking for the Beneficiaries and Interested parties.

202. That once Tripp Scott and Petitioner received the partial documentation from Spallina and secured the Court records of the Estates that were in the public record, problems were instantly discovered, including alleged FRAUDULENT and FORGED documents, as defined further herein, all requiring steep new legal fees for Petitioner, Petitioner's children and Beneficiaries and Trustees to encumber for counsel to now analyze and determine the cause and effect of these newly discovered problems, all will be evidenced herein to be a direct result of TS, Tescher, Spallina, Theodore and Pamela.

IX. FORGED AND FRAUDULENT DOCUMENTS FILED IN THE ESTATE OF SHIRLEY IN THIS COURT BY TESCHER AND SPALLINA CONSTITUTING A FRAUD ON THIS COURT AND THE BENEFICIARIES AND MORE

203. That once Tripp Scott received this partial and incomplete set of documents for the Estates from TS, it immediately became clear that certain documents stood out as absolute Prima Facie evidence of Forgery and Fraud in documents submitted by estate counsel TS to this Court and now part of this Court's record.
204. That over a month after Simon's passing on October 24, 2012 TS filed with this Court several "WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE" ("Waiver(s)") necessary for the closing of the estate of Shirley Bernstein that had come from Simon, Theodore, Pamela, Lisa, Jill and Petitioner, all signed at different times and locations. Exhibit 12 – Waivers Not Notarized.
205. That in a Memorandum sent by this Court to TS on Nov 05, 2012, **nearly two months after Simon's death**, this Court then sent back all of these Waivers for notarization by each party, stating, "Receipts for assets from all of the specific beneficiaries were not notarized." Exhibit 13 – This Court's Memo to TS.
206. That on November 19, 2012 this Court received documents that appear similar to those sent back from TS but now, they were supposedly notarized on the prior date they were signed months earlier. The earlier documents signed did not have a notary but these somehow now did.
207. That in the November 19, 2012 Waivers sent back to this Court, the Waivers appear to have been altered from those sent back by this Court, to now have a notary public seal contained on them that is falsely witnessed on a time in the past. It would be impossible to have the documents notarized in the past without a time machine but that is what

appears in the Court record. Exhibit 14 – Waivers Notarized on Dates Months in the Past.

208. That the documents returned to this Court by TS in some instances, including Petitioner's, appears at first glance to have the exact same signatures and writings from the prior documents dated and signed months earlier without notary but now had been notarized in November 2012 on the dates in the past.
209. That in the November 19, 2012 Waivers returned to the Court there was also a notarized Waiver from Simon, now notarized and signed. However, the Court did not send the document to have a notarized Waiver until two months after Simon's death and thereby raising the question of **just how Simon rose from the grave to notarize a document in November 2012 when he passed away in September 2012**, again Prima Facie evidence of Fraud and Forgery and more. Exhibit 15 – Simon's Waiver Signed Post Mortem.
210. That all of the Waivers appear to have been further altered with scienter, whereby the un-notarized documents sent back by this Court appear also to have been allegedly criminally altered by shrinking the original un-notarized documents in size and then affixing a false notary seal upon them and then creating a merged and new document, of which the signatures were then forged onto the new documents to resemble the documents submitted to the Court, which were then sent by US Mail back to this Court. This appears to be how dead men sign and notarize documents in the past post mortem or Petitioner waits for a better explanation from this Court.
211. That Petitioner's prior signed and not notarized Waiver also came back notarized, despite the fact that Petitioner has never met with TS and/or their notary to notarize any documents and therefore Petitioner's notarized document appears to be the same document sent back by the Court but now is also forged and altered to affix a fraudulent notarization and signature on documents dated and executed in the past.
212. That on information and belief, Petitioner's sisters were also not in Florida during the time period of the documents being falsely notarized in November 2012 and therefore could not have signed personally in front of the notary on a date in the past either and thus it is alleged that their signatures and notary have been forged as well.
213. That why would someone get a document back in November 2012 from the Court to notarize it and then recreate that document, using in Simon's example April 2012 as the signing date and then affix a notary seal on a document that was not originally notarized on the date in the past. Hard to understand other than when one of the parties you need to have notarize the document is dead for two months and you cannot get his signature or have him appear before a notary but you also cannot submit a document dated in the present as everyone would see a dead man signing and notarizing and find that hard to believe. So, it appears you take the document from April and you carefully craft it to look like the ones done in the past, replete with attempted forged signatures and shrink it to fit a notary and presto, you hope no one catches it.

214. That this altercation of the Waivers by manipulation and altercation of the prior documents shows that this was no notarization mistake or accident but rather a carefully crafted FORGERY by TS and their notaries, attempting to make the resubmitted documents look identical to the earlier documents signed and doing a wholly amateur job of FORGERY with so many inconsistencies existing in the two documents for each party that a child can spot the numerous defects in signatures and more.
215. That Petitioner alleges that these alleged document forgeries and signature forgeries and fraudulent notarizations re-submitted to this Court by TS, Tescher and Spallina constitute an instance of irrefutable Fraud on this Court and Fraud, Fraud on Petitioner's family and Fraud on the Beneficiaries, commissioned through alleged felony violations of law by the Personal Representatives, Trustees and Estate Counsel. Yes, it appears the fraudulent documents were sent via mail or wire to the Court and others.
216. That Petitioner was never notified by TS that documents were sent back from the Court and needed to be notarized until recovering them from the Court, perhaps one of the reasons TS and others are hiding documents essential to the Estates.
217. That on January 23, 2013 after reviewing the Forged and Fraudulent documents with Tripp Scott and their Notary Public expert at their offices, Tripp Scott prepared and Petitioner signed a **REVOCATION** OF: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE ("Revocation") revoking the alleged Fraudulent and Forged Waiver that was submitted to this Court on Petitioner's behalf and without Petitioner's knowledge or consent by TS. Exhibit 16 - Petitioner Revocation of Waiver.
218. That Petitioner is unclear as to whether Tripp Scott filed this Revocation on behalf of Petitioner with this Court prior to having to separate representations as described further herein due to conflict between Petitioner and his children. That if Tripp Scott did not file such Revocation with this Court that such Revocation attached herein may now also be construed to be filed with this Court through submission herein.
219. That Petitioner's Revocation herein may cause this Court to reopen and re-administer the Estate of Shirley again free of such Fraudulent and Forged documents and the effects of them.
220. That Petitioner claims that Simon's Waiver should also be stricken from the record in Shirley's estate, as it too is a Fraudulent and Forged document, as it appears impossible that Simon could have signed and notarized a document post mortem and again his document was shrunk to fit the notary public seal and his signature appears to have been forged.
221. That Petitioner states that these alleged Forged and Fraudulent documents are Prima Facie evidence of the alleged criminal activity in the estate of Shirley should be reported by this Court to all appropriate criminal authorities for immediate investigation. If this Court does not intend on notifying the appropriate authorities on its own authority, which

may constitute Misprision of a Felony, including notifying the Governor of the State of Florida for the alleged illegal and improper notarizations and reporting the alleged Forgery and Fraud on the Court to criminal authorities, then Petitioner requests the Court notify him in writing that the Court is not intending on reporting the alleged criminal activity and tendering the evidences exhibited herein of such alleged criminal acts to the authorities and Petitioner will contact these authorities directly. That Petitioner feels that it is a duty of this Court to report such alleged criminal activities and exhibited Prima Facie evidence, especially where the alleged crimes are alleged committed by another Attorney at Law acting as an Officer of this Court, as is the case with TS, Spallina and Tescher.

X. INCOMPLETE NOTARIZATION IN THE ALLEGED 2012 AMENDED TRUST OF SIMON AND MORE

222. That upon reviewing the documents in the estate of Simon sent by TS to Tripp Scott and those gathered by Petitioner from this Court, several more problems arose with the validity and legality of estate and other documents prepared and filed by TS with this Court, the Beneficiaries and Interested Parties, including the fact that the alleged 2012 Amended Trust of Simon dated July 25, 2012, less than two months before Simon's death on September 13, 2012, also is alleged deficient in the notarization.[4] See Exhibit 17 – Signature Pages of Alleged 2012 Amended Trust.
223. That in the alleged 2012 Amended Trust neither the identification that Simon appeared or was known on that date to the notary was indicated, so that Simon neither appeared before the notary or was known to the notary at the time of notarization of the alleged 2012 Amended Trust that Spallina and others have gained powers over the estates using. The failed notarization of this document making it an alleged nullified document that cannot be relied upon legally and due to the lack of care and duty by TS to properly notarize these documents, a further Breach of Fiduciary Duties by TS and further possible evidence of Notary Public Fraud by TS and others, all beneficiaries have further liabilities and burdens.
224. That the alleged 2012 Amended Trust of Simon also appears improperly witnessed by Spallina who acts as one of the two Witnesses to the alleged 2012 Amended Trust, a

[4] http://notarypublic-florida.com/liability.htm
A recent court decision should be of special interest to Florida notaries and their employers. In Ameriseal of North East Florida, Inc. v. Leiffer (673 So. 2d 68 [Fla. 5th D.C.A. 1996]), the Court ruled that a notary public and the law firm that employs her may be held liable for damages resulting from an improper notarization... Because notaries are appointed by the Governor, it is the responsibility of the Governor's Office to investigate allegations of misconduct by notaries. The Notary Section investigates hundreds of complaints each year and takes disciplinary action against those notaries found to have been negligent in their duties. Most complaints involve business deals gone awry, persons involved in legal disputes, or friends who asked the notary for a special favor.

document Spallina prepared as Counsel and whereby under the alleged 2012 Amended Trust TS is also granting TS, Tescher and Spallina powers to act in the capacities they have acted in since day one after Simon's death and these same documents also gave them interests in the Estates.

225. That since TS and Spallina have refused to send the original 2008 Trust of Simon to Tripp Scott or Petitioner after repeated requests, it remains unclear as to who the Personal Representatives of Simon's estate were designated to be in the 2008 Trust that TS was changing in the alleged 2012 Amended Trust to make TS, Tescher and Spallina the new Personal Representatives, again a guessing game.
226. That these new problems with notarizations in the estate documents of now Simon combined with the overwhelming Prima Facie evidence of alleged Forged and Fraudulent documents in the estate of Shirley, now begets the question as to just what the bigger Fraud is that is attempting to be pulled off on this Court, the Beneficiaries and Interested parties that would cause Fraudulent, Forged and incomplete documents to be submitted to this Court and others by TS, Spallina and Tescher in now both Simon and Shirley's estate.
227. That Petitioner states that these alleged Forged and Fraudulent documents are Prima Facie evidence of the alleged criminal activity in the estate of Simon should be reported by this Court to all appropriate criminal authorities for immediate investigation. If this Court does not intend on notifying the appropriate authorities on its own authority, which may constitute a Misprision of a Felony, including notifying the Governor of the State of Florida for the alleged illegal and improper notarizations as required by law and reporting the alleged Forgery and Fraud on the Court to criminal authorities, then Petitioner requests the Court notify him in writing that the Court is not intending on reporting the alleged criminal activity and tendering the evidences exhibited herein of such alleged criminal acts to the authorities and Petitioner will contact these authorities directly and immediately. That Petitioner feels that it is a duty of this Court to report such alleged criminal activities with the exhibited Prima Facie evidence, especially where the alleged crimes are alleged committed by another Attorney at Law acting as an Officer of this Court, as is the case with TS, Spallina and Tescher.

XI. INCOMPLETE NOTARIZATION IN THE 2012 WILL OF SIMON AND MORE

228. That the 2012 Last Will and Testament of Simon filed with this Court dated July 25, 2012, forty-nine days before Simon's death on September 13, 2012 is also deficient in the notarization, see Exhibit 18 – Signature Pages of 2012 Will of Simon, as again neither the identification that Simon appeared or was known on that date to the notary was indicated, so that Simon neither appeared before the notary or was known to the notary at the time of notarization of the alleged 2012 Amended Trust that Spallina and

others have gained powers over the estates using. The failed notarization of this 2012 Will making it an alleged nullified document that cannot be relied upon legally and due to the lack of care and duty by TS to properly notarize these documents, a further Breach of Fiduciary Duties by TS and further possible evidence of Notary Public Fraud by TS and others, all beneficiaries have further liabilities and burdens.

229. That additionally there is apparently an unidentified exhibit to the 2012 Will of Simon filed with the Court on October 02, 2012 by TS, which appears to be a previous Will of Simon signed on August 15, 2000, the Will Exhibit. This Will Exhibit is never referenced as an exhibit in the 2012 Will of Simon that was prepared by TS and purportedly signed by Simon on July 25, 2012 and so what exactly it is an exhibit for is unknown. See Exhibit 19 – Relevant Signature Pages of Will Exhibit.
230. That the 2012 Will of Simon was recorded as a nine page document with this Court on October 05, 2012. The 2000 Will Exhibit to the 2012 Will of Simon was filed with the Court October 10, 2012 and docketed as an "exhibit" but no indication to what and appears to be an old Last Will and Testament prepared and executed by Proskauer on August 15, **2000**. As the Will Exhibit is never referenced in the Will of Simon that was prepared by TS in 2012, the questions of if Simon knew this Will Exhibit would be affixed to his Will or would somehow become part of the estate documents filed with this Court and what purpose it would serve or rights it would convey is unknown, as this 2000 Will was voided in the 2012 Will prepared by TS.
231. That as of the date of filing, it remains unclear to Petitioner why the Will Exhibit has been entered and now part of this Court's record and why there are now two Last Will and Testaments in the Estate of Simon filed by TS. That again, the question of what part of a larger scheme is at play here is raised and why is the involvement of Proskauer brought into such a scheme through a 2000 Will Exhibit that is over a decade old and voided??? The relation of Proskauer to Simon and Petitioner has a long and sordid history and will be further discussed and defined herein and in exhibit.
232. That in contrast the Will of Shirley filed with this Court and done in May of 2008 by TS appears to be notarized correctly and the notary properly underlines that Shirley is "personally known to me" on the date of notarization. However the document still suffers from Spallina acting as Counsel and Witness in the document in conflict, despite that no interests or powers appear to be transferred in the Will of Shirley to TS through the execution of the Will, although now all documents become questionable due to the alleged forgeries and fraud in the other documents.

XII. FAILURE BY PERSONAL REPRESENTATIVES TO INFORM AND DEFEND BENEFICIARIES IN CLAIMS AGAINST THE ESTATE VIOLATING FIDUCIARY RESPONSIBILITIES AND MORE

233. That William E. Stansbury ("Stansbury") filed a lawsuit in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach Country, FL., Case # 502012CA013933XXXX for USD $2,500,000.00 on July 30, 2012, just five days after Simon supposedly signs the alleged 2012 Amended Trust and the 2012 Will of Simon.
234. That Stansbury first sues in his original complaint the following Defendants,

    i. Ted S. Bernstein,
    ii. Simon Bernstein,
    iii. LIC Holdings Inc. and
    iv. Arbitrage International Management LLC fka Arbitrage International Holdings LLC.

235. That Spallina advises Petitioner and his siblings that this was a business deal of Theodore's and that Theodore was taking care of the lawsuit with counsel and Stansbury and that the lawsuit would not become a problem to the estate, as Theodore would be settling it shortly for no more than a couple thousand dollars, Spallina opining that Stansbury had no real claims.
236. That Theodore and Spallina have not been noticing properly the Beneficiaries and other interested parties of the status of the Stansbury lawsuit or the liabilities that may result to the estate as required by law.
237. That as of this date the lawsuit has not settled and upon doing his own due diligence Petitioner discovered the Stansbury complaint had been amended by Stansbury on February 14, 2012, obviously having not been settled by Theodore for a couple thousand dollars.
238. That Stansbury amends his original complaint to now sue Defendants,

    i. Ted S. Bernstein,
    ii. Donald Tescher and Robert Spallina as,
        a. Co-Personal Representatives of the estate of Simon L. Bernstein,
        b. Co-Trustees of the Shirley Bernstein Trust Agreement dated May 20, 2008,
    iii. LIC Holdings Inc., ("LIC")[5]
    iv. Arbitrage International Management LLC fka Arbitrage International Holdings LLC, and
    v. Bernstein Family Realty LLC.

239. That Stansbury claims in the amended complaint that,

    i. LIC retained commissions in 2008 that amounted to USD $13,442,549.00,
    ii. Simon Bernstein was paid USD $3,756,229.00 in 2008, and
    iii. Theodore was paid USD $5,225,825.00 in 2008.

[5] That Petitioner, Lisa and Jill's children are all Shareholders of LIC

240. That Stansbury lowers the amount of the lawsuit from USD $2,500,000.00 to USD $1,500,000.00 in the amended complaint.
241. That Stansbury adds three new specific real estate properties to the lawsuit in the amended complaint in attempts to put liens on them, including Petitioner's children's home which was purchased for approximately USD $360,000.00 and yet fails to include Theodore's home purchased for approximately USD $4,400,000.00. Instead, Stansbury lists a home of Theodore that had sold and that he no longer lives in. On information and belief, Stansbury knew Theodore no longer lived in or owned the home he sued and intentionally left off Theodore's home that he lives in. Theodore is supposedly the defendant in the lawsuit that Stansbury claims did most of the egregious acts against him, including several that appear to be criminal, including allegations of check forgery and signature forgery, conversion of funds and more.
242. That Petitioner, on information and belief, has recently learned that Stansbury may be in fact colluding with Theodore, Spallina, GT and Ransom Jones ("Jones") an employee of LIC, to target assets of the Estates through the lawsuit by adding these new defendants and assets in the amended complaint. Whereby they have been allegedly conspiring together with intent to defraud the Estates of assets which would constitute abuse of process, Fraud on that Court, theft and more. Perhaps why Stansbury is now targeting the real estate held in the Estates where Theodore has no beneficial interests in the properties and this legal process abuse scheme and Fraud on that court would provide a way for Theodore and Stansbury to take interests from the Estates through such lawsuit, working together and to relieve Theodore from his personal financial obligations to Stansbury for the alleged check forgery and other damages he may owe.
243. That prior to Stansbury's amended complaint, Petitioner in a teleconference with Spallina, Yates and his siblings asked Theodore and Spallina who was representing the various parties in the lawsuit and were the Estates being represented by independent counsel or TS. **That TS stated the estate did not yet have counsel in the lawsuit despite the lawsuit being filed months earlier on July 30, 2012 and despite his prior opines on the lawsuit to not worry to the children of Simon it would be handled by Theodore**.
244. That Theodore in that teleconference stated that his personal counsel and LIC's counsel was GT[6] and Petitioner reminded Theodore that GT would have conflicts with Petitioner and Simon's Estate that are more fully described further herein.

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[6] That GT is also alleged involved in the Stanford Money Laundering Operation, "Stanford receiver sues law firms Greenberg Traurig and Hunton & Williams" American City Business Journals, Nov 17, 2012, 10:15am CST UPDATED: Mar 20, 2013, 9:18am CDT
http://www.bizjournals.com/houston/news/2012/11/16/stanford-receiver-sues-law-firms.html?page=all
and
"R. Allen Stanford and Miami-based Greenberg Traurig: why is it always Greenberg Traurig?"by Eye on Miami Sunday, July 05, 2009

245. That shortly after Petitioner reminded Theodore of the GT conflicts with certain of the Estates assets, including the Stanford investment and trust accounts, Simon and Petitioner, that Stansbury suddenly, months after filing the lawsuit, files a motion to remove GT as counsel representing Theodore, due to a conflict of interest he suddenly remembers he has with GT.
246. That GT then recently withdraws as counsel in the lawsuit claiming to that court that GT was conflicted with the "Defendant's," their client Theodore, when the conflict allegedly is with the Plaintiff Stansbury instead, as described in Stansbury's motion to dismiss GT as counsel in that lawsuit?
247. That after the Stansbury amended complaint was served, TS finally retained counsel for the Stansbury lawsuit, TS and Mark R. Manceri, P.A. ("MM"), as Petitioner and others were worried that a default could be issued with no counsel providing estate representation.
248. That the lack of providing counsel for the estate of Simon by TS in the lawsuit until months later when questioned by Petitioner and after the filing of the Stansbury amended complaint may have been intentional and used to secure a default against the real estate and other assets of Simon and Shirley's estates by TS, Spallina, Tescher, GT, Theodore and Ranson Jones, all working together in concert with Stansbury to bleed the estate of monies and properties and before any of the Beneficiaries were aware of what happened, as no notices and information have been provided to the Beneficiaries as proscribed by Florida law regarding this creditor and the lawsuit against the Estates by TS, Spallina, Tescher or Theodore.

XIII. THREATENED FORECLOSURE ON SIMON'S GRANDCHILDREN'S HOME BY SIMON'S ESTATE POST MORTEM

249. That in 2008 Petitioner was moving to a home in Eureka, California, when Shirley's health declined and Petitioner asked Shirley if she wanted them to move instead to Florida to be with her and Simon with the grandchildren.
250. That Shirley then told them to leave their home in California and she would take care of getting a house and decorating it and so not to even bring their furnishings. Shirley and Simon then purchased and fully remodeled the entire home for Petitioner's children with funds from their grandchildren's trust accounts and threw a surprise party with all their friends so that as Petitioner's family pulled in from the long drive from California what a surprise was waiting.
251. That Simon and Shirley purchased the house using funds from the Petitioner's children's 2006 trust accounts with Stanford, whereby Petitioner and his wife Candice signed a

http://eyeonmiami.blogspot.com/2009/07/r-allen-stanford-and-miami-based.html

transfer of funds release letter to Stanford Trust Company to approve such transfer of funds for the full amount of the purchase price of the home as Guardians. See Exhibit 20 – Stanford Transfer of Funds Release Letter

252. That Yates contacted Petitioner and informed him after speaking with Spallina that Spallina had claimed that Petitioner should take the SAMR deal quickly as there was an impending foreclosure on Petitioner's home he would need the funds for and the insurance funds he would receive directly under the SAMR would be taken to pay off the mortgage debt and stave off foreclosure.
253. That Petitioner shortly after learning of this impending foreclosure by Yates from an unknown entity, shortly thereafter on a conference call with Spallina, Yates, Petitioner and his siblings, Petitioner asked Spallina who the bank was that was instituting foreclosure on the children's home. At first Spallina claimed he did not know off hand, he then found the file and stated that it was Simon who would be foreclosing on his Grandchildren's home. That Spallina then referred to a Balloon Mortgage, see Exhibit 21, and, a Promissory Note, see Exhibit 22, both that TS and Spallina apparently prepared and had executed for Simon, in efforts to protect Petitioner and his family but as this Court will see evidenced herein that this was not to eventually force an eviction on them at his death, in fact, the exact opposite was to happen. This threatened foreclosure by Spallina would be wholly inconsistent with the desires and intent of Simon and Shirley and the elaborate steps they took to protect Petitioner and his family while alive through complicated estate plans. As Petitioner will evidence further herein, his life, the lives of his immediate family and the lives of Simon and Shirley's extended families are all in grave danger and steps were taken to try and protect Petitioner and his children, not to harm them.
254. That the Court should note here that the Balloon Mortgage docketed with Palm Beach County Court, Clerk & Comptroller Office consisted of three pages. That the Court should note that the Exhibit A referenced in the Balloon Mortgage does not appear to be docketed with that Balloon Mortgage as Exhibit A, and in fact, no Exhibit A is part of the court record of the Balloon Mortgage.
255. That Spallina transmitted a Promissory Note to Yates with the Balloon Mortgage and where the Promissory Note is not docketed with the Palm Beach County Clerk and is not part of the certified copy of the Balloon Mortgage obtained by Petitioner. Spallina claimed that these two documents now gave him the power to foreclose on Simon's grandchildren's home and evict them from their home unless they took the SAMR deal.
256. That the promissory note may also have a deficient notarization.
257. That up until the point that Spallina claimed to Yates that he was holding off an impending foreclosure on Petitioner's children's home, Petitioner had thought his children's home was owned free and clear of any bank mortgages by his children.
258. That Simon had told Petitioner that the house was fully paid for, other than a small carry over loan owed to the prior home owner he purchased it from, Walter Sahm ("Sahm").

Simon worked the home purchase into a deal whereby he purchased Sahm's insurance business from him and paid cash for the home and Simon had even thrown Sahm, his friend, a retirement party upon closing of their deal. Sahm with the sale of his business and home to Simon moved into a luxury retirement home with his spouse.

259. That Simon and Shirley were excited to have purchased Sahm's home as it directly borders Saint Andrews school and upon closing on the home they contacted Petitioner and Candice to tell them they had purchased the perfect home for the children that bordered Saint Andrew's school.
260. That Simon and Shirley stated they had set aside funds for the children to attend Saint Andrew's throughout their lower, middle and high school years. How cool, their grandchildren could just walk out their backyard and be at school and it was a mile or two from their Bubbie and Zaidas home to top it off.
261. That the loan to Sahm was also thought by Petitioner to be entirely paid off, as approximately USD $4,000.00 was being deducted from an annual Advancement of Inheritance Agreement ("AIA") of USD $100,000.00, see Exhibit 23 – Advanced Inheritance Agreement, contracted between Simon and Shirley and Petitioner and Candice and funded monthly since August 15, 2007, less deductions taken for payment of the loan to Walt Sahm home loan since approximately August 2008.
262. That the AIA was providing all expenses for Petitioner's family and the home, due to extraneous circumstances precluding Petitioner from earning income over the last 13 years, involving Car Bombings and Death Threats, as more fully discussed and evidenced further herein.
263. That Simon had conveyed to Petitioner that he had secured the house from retaliation by defendants in a RICO & Antitrust Lawsuit and Ongoing State, Federal and International investigations, initiated by Petitioner. That Simon claimed he placed some form of second on the house to himself to protect the home. Simon further stated that he had wound the home up further into a company he started with the grandchildren as owners.
264. That Simon took all of these elaborate steps to protect Petitioner and his family as they were in grave danger, steps which TS and Spallina were supposedly contracted as counsel to protect and continue to protect after Simon and Shirley's deaths and where it now appears that TS, Spallina and Tescher are moving against Simon's desires and deconstructing the planning Simon and Shirley did for Petitioner's family, in concert with other Defendants in the RICO, to leave Petitioner and his family on the street soon, a plan which will be more fully discussed and defined herein.
265. That Spallina claims now that there is a total loan on the home of USD $475,000.00 with USD $365,000.00 as a balloon mortgage to Simon's estate due and additionally the full amount of Sahm's note of USD $110,000.00 also due, which Sahm's appears to be recently extended and due in full now in 2014. See Exhibit 24 – Walter Sahm Mortgage, Promissory Note, Warranty Deed and Amended Mortgage and Promissory. This makes the total loan USD $110,000.00 higher than the actual purchase price of the home USD

$365,000.00. All attempts to get information from Spallina regarding the loans and payments, etc. has been suppressed.

XIV. VANISHING ESTATE ITEMS AND ASSETS

266. That according to Patricia Fitzmaurice, L.C.S.W., P.A., ("Fitzmaurice") Simon's therapist, in a session with Petitioner and Candice informed them that Simon had conveyed to her that his net worth was approximately USD $30,000,000.00 shortly before his death.
267. That according to Puccio, Simon had told her that the estate was worth between USD $20,000,000.00 to $30,000,000.00 at various times, with monies already put away and protected for Petitioner and his family for school, home and other items.
268. That after the May 12, 2012 estate meeting with Spallina, Tescher, Simon and his children, Simon claimed to Petitioner that each grandchild would receive, for example, a minimum USD $2,000,000.00 if he died that day and that at an estimated 8% interest it would cover the family's costs of living and more. For the ten grandchildren this would put the total estate at a minimum value of USD $20,000,000.00.
269. That later that week Simon clarified that Petitioner's family, even at the minimum amount used for example would get USD $6,000,000.00 and would be set up fine with good investments made and with school funds for the grandchildren paid for throughout college already set aside. Simon stated he wanted Petitioner to secret this information from family members as he was very worried about Theodore and Pamela and their spouses knowing exactly what his net worth was and why on the phone call on May 12, 2012 he did not state any numbers with them.
270. That prior to her death Shirley and Simon had taken Candice and Petitioner to dinner to tell them that the almost all of the Stanford monies had been unfrozen and they had received almost all of their investment monies back, less a small percentage of their account value approximately 2-3 million dollars that were in some form of risky CD's of Stanford's[7] that could be lost. Upon confirming they had received their investment monies back they immediately funded college plans for Petitioner's three children in entirety and told Petitioner that Walker had completed funding for such. Walker, later on staying at Petitioner's home overnight, was excited and told Petitioner and Candice they had nothing to worry about for their children with the home paid off and her having just taken care of funding their college plans.
271. That recently settlements have been made regarding portions of the Stanford CD's for victims and due to the inability to get information from the Personal Representatives regarding Simon's claims, the Beneficiaries have no way of knowing what has been recovered to date and what are the remaining amounts pending under the litigations.

Despite request for this information the Personal Representatives have again failed to produce documents regarding these assets.

272. That on information and belief, Theodore is attempting to sell or sold a real estate property held in the Estates, with no notice to Beneficiaries and where Petitioner and Petitioner's children counsel has not been noticed even after the sale and where Petitioner and Petitioner's counsel expressly told Spallina and Theodore to not make any transactions of properties without first notifying them properly as required under law.

1. Loans Against Estate Assets and No Accounting by Personal Representatives

273. That initially Spallina stated the two homes in the Estates were free and clear of encumbrances and then several months later revealed that there was an unknown USD $500,000.00 line of credit on the home at Saint Andrews Country Club at 7020 Lions Head Lane, Boca Raton, FL 33496 that was due in full.
274. That when Tripp Scott and Petitioner requested copies of the line of credit, including all withdrawals, dates of transactions and amounts, they were met with hostile resistance and still have not received the information months later from TS.
275. That Spallina initially claimed the Heritage Policy was for USD $2,000,000.00 and months later claimed that suddenly there was a USD $400,000.00 loan against the Heritage Policy leaving a net of approximately $1,600,000.00.
276. That when Tripp Scott and Petitioner requested the information regarding the Heritage Policy loans, including transaction dates and amounts, again they were met with hostile resistance by Spallina and still have not received the loan information or the policy information.
277. That Spallina initially claimed that had the Heritage Policy and would send it to Petitioner to read and review before signing the SAMR and then later claimed TS did not now nor ever have a copy as already evidenced in the exhibited letters herein.
278. That Pamela later stated in a conference call with Spallina, Yates and Petitioner's siblings that initially she sent Spallina a copy of the Heritage Policy and then Spallina asked that she send him another copy as he had lost his and Pamela agreed to do so. That Pamela then sent an email, Exhibit 25 – Pamela Email's Regarding Lost Heritage Policy, stating she no longer had the Heritage Policy and Simon must have taken it with him.

2. Missing Investment Accounts

Private Banking Investment Accounts (Stanford, JP Morgan, Oppenheimer and Others)

279. That Simon had an estimated tens of millions of dollars in Stanford Group Company investment accounts handled by Private Banking representative, Christopher R. Prindle who is now with J.P. Morgan Private Bank.
280. That Simon was a victim of the Stanford scandal and his accounts were frozen in total by the SEC and Federal Court for several weeks. Allen Stanford was arrested and a Ponzi (more aptly Money Laundering) scheme was discovered. Again the Court should note that Proskauer and GT are being sued by the Federal Court Appointed Receiver in the Stanford SEC/FBI case for Conspiracy, Aiding and Abetting and more as actually participating in architecting and enabling the crimes.
281. That since almost all of Simon's investments were in blue chips and other low risk investments in Stanford, these monies were released back to Simon. That Simon told Petitioner that he lost a small percentage of his money in risky CD's he had purchased and did not think he would recover much but had filed several lawsuits later to recover the funds.
282. That the Court should also note here that Proskauer has been linked to the Madoff scandal, initially claiming they had the most Madoff clients and holding a national call in for clients, etc.[8] Keep in mind that later it was learned that most of the "victims" of Madoff where part of the Ponzi (more aptly Money Laundering) scheme. That Madoff and Stanford both burned many South Florida charities, including children's charities and bankrupted many families here in Florida.
283. That Spallina stated that the Estates of Simon and Shirley had two ongoing litigations involving monies in Stanford but again TS has failed to release any information to Petitioner upon repeated requests.
284. That the Stanford monies now according to Spallina are almost all gone somehow vanishing into thin air like a magic trick between transferring the funds out of Stanford, into JP Morgan Private Banking accounts and then supposedly to Oppenheimer. However, Spallina stated that Simon never transferred the monies to Oppenheimer, yet Petitioner on information and belief has learned that this was not true and Simon did have Oppenheimer accounts at some point. Certain eye witnesses to Simon's accounts

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[8] "Madoff Case Discussion - Proskauer Rose LLP"
http://www.proskauer.com/files/Event/1e0d8a8c-e42f-436c-a89f-2128cbccfb30/Presentation/EventAttachment/aec49c40-363c-4e75-b536-2355d2233897/MadoffCaseDiscussion.pdf
and
"U.S. Securities and Exchange Commission Office of Investigations Investigation of Failure of the SEC to Uncover Bernard Madoff's Ponzi Scheme - Public Version - August31, 2009 Report No. OIG-509"
http://www.sec.gov/news/studies/2009/oig-509.pdf
and
"The News For Law Firm Giant Proskauer Rose is Not Good, and Getting Worse" by NYCOURTS- NEW YORK AND U.S. COURT CORRUPTION FRIDAY, SEPTEMBER 11, 2009
http://newyorkcourtcorruption.blogspot.com/2009/09/news-for-law-firm-giant-proskauer-rose.html

have stated to Petitioner that one of Simon's accounts had approximately USD $5,000,000.00 days before his death.

285. That Spallina when questioned on these funds claims that Simon used the investment account monies to pay off his homes and never had any monies transferred into Oppenheimer, which appears contrary to information Petitioner has learned.
286. That TS initially claimed there were IRA's for both Simon and Shirley worth several million dollars in the Estates and several months later claimed nothing was left in IRA's and still have provided no documentation or inventories to Beneficiaries for these assets.

3. TELENET SYSTEMS, INC.[9]

287. That when asked how the IRA's had disappeared over the last months, the reply from Spallina was that Simon had taken the millions and spent it and Spallina stated that some of it, USD $250,000.00 had been taken to give to Scott Banks ("Banks"), President of Telenet Systems, Inc. ("Telenet") for the venture Simon had started months prior to his death with Banks.
288. That after Spallina claimed that Telenet had received this money, Petitioner informed Spallina that this was wholly untrue as Banks had never received USD $250,000.00 from Simon, as Petitioner was integrally involved in the Telenet company start up with Simon and Banks and that Simon had not completed the financing of Telenet's USD $250,000.00 personal investment before his death or raised the USD $500,000.00 Line of Credit Simon was working to secure with his banking connections prior to passing. Simon had already begun meeting with bankers to raise the LC.
289. That to the best of Petitioner's knowledge no more than USD $55,000.00 had been funded by Simon personally before his passing. Petitioner asked Spallina where the remaining USD $200,000.00 of the IRA he claimed Simon took for Telenet went and Spallina again became hostile and claimed there was nothing left period.
290. That Petitioner then asked for an accounting of the millions that were supposed to be in IRA's and the loans against them and any transactions paid to Telenet and Spallina again became irate with Petitioner and still has refused any accounting for these assets and proof of any loans against them to Petitioner or Yates.
291. That when Petitioner asked what Spallina was doing about the continuation of Telenet, as an asset of the estate, Spallina stated that Theodore was handling the decision of what to do as he turned this responsibility and decisions over to Theodore, despite Theodore having no legal capacity to act in the estate of Simon.
292. That Petitioner informed Spallina that he was promised by Simon USD $50,000.00 to help set up the computer systems and form a sales team for Telenet, which he had

[9] Draft Telenet Business Plan August 2012
www.iviewit.tv/2012 Draft Telenet Business Plan.pdf

begun doing but was not yet paid as Simon passed away just prior to completing the funding that would have paid Petitioner what Telenet owed him.

293. That Theodore and TS without properly informing Beneficiaries ceased funding of the investment in Telenet and forgave any debts owed and forgave any interests owned by the estate, all without any notification or accounting for these assets and interests to Beneficiaries and Interested Parties. That money had already transferred for several months prior to Simon's death to Telenet in the spirit of their agreement and to pay the new bills encumbered by Telenet based on Simon's promise to pay.
294. That this sudden termination of funding sent Telenet into a sharp and catastrophic decline, due to the fact that at Simon's request and with Simon's initial funding's over a two month period, Banks had begun hiring staff, had taken a new lease on new office space, purchased computers and more, all on the assumption that Simon was going to continue funding the company up to the agreed upon amount per their agreement.
295. That most of the legal work had already been drafted and agreed to between Simon and Banks and was ready to sign and they were already acting in good faith together under the contract terms, setting up new companies, etc.
296. That Candice was contracted for a base salary of USD $60,000.00 with a 50% commission split on all business generated by Petitioner, Simon and her own sales efforts.
297. That Simon had claimed that his shares in TS when he deceased would be split between his estate and then Puccio, Petitioner and Candice would divvy up the remainder equally.
298. That Simon's desire was to have Petitioner, Candice, Puccio and his friends Scott and Diana Banks all working together with him in Telenet, as he was moving out of his offices with Theodore due to an increasingly hostile environment. Simon had been financing deals for Telenet and Banks for several years prior on a one-off basis when Banks needed capital and so he knew the business inside and out and projected a large ROI as evidenced in the exhibited Telenet business plan.
299. That TS instead of having the US $55,000.00 investment in the Telenet deal accounted for and properly disposed of via the Estate by the designated Personal Representatives, TS, Tescher and Spallina, instead put Theodore in charge of handling the interest in Telenet for no apparent reason, as Theodore has no basis to act in this or any capacity under the Estates. Again Breach of Fiduciary duties of the Personal Representatives in the handling of the Estates assets and failure to report to Beneficiaries a major asset sale.
300. That the instant termination of funding by Theodore and Spallina immediately after Simon's death forced Banks to fire the newly hired employees, move from his office space (still owing the lease amount) and sell off assets to survive, none of the debts to Petitioner or Candice were paid off either, all against the desires of Simon. That to further injure Simon's friends, Bank's wife Diana was then terminated from employment

by Theodore from LIC with barely any notice and no severance or benefits for her loyal years of loving service, truly a depressing period for the Banks.

301. That Theodore claimed when questioned on what he was going to do with Telenet, stated he already had ceased relations with Banks as the agreement between Telenet and Simon was not 100% perfected before his death. Theodore chose without accounting for this asset to the Beneficiaries and providing no notice to, nor receiving any consent from the Beneficiaries, ceased relations entirely with Telenet and abandoned the Estates interests in Telenet, all apparently with no authority under the Estates.
302. That the decision to cease funding and relations with Telenet was made by Theodore and Spallina together according to Banks. Banks claimed that he was bounced for several weeks between the two trying desperately to get answers as the business he started with Simon was going under.

4. Family Businesses

303. That Petitioner asked Spallina if he had the buy sell agreements, etc. that transferred the interests of the long standing family companies Simon owned and had sold some to Pamela and others to Theodore to make sure that all the terms and payments were made according to the contracts and that the contracts were wholly fulfilled. Petitioner sought these items to determine if there were balances unpaid and if so, what remained unpaid and what interests would be retained if payments were not yet made in full or what payments were owed to the Estates.
304. That Spallina stated that the buyout transactions occurred a long time ago (believed to be in the mid 2000's) with Pamela and so it did not matter anymore, again legal advice that did not sound kosher and where no accounting of these assets or Simon's interests (including renewal commissions and over-rides on premium financing dollars) have been offered by TS to the Beneficiaries.
305. That Petitioner asked Spallina and Theodore to procure any buy sell agreements or other agreements regarding the ownership of the businesses that Simon and Theodore were splitting prior to his death and they both claimed not to possess any. As Petitioner and his children are direct shareholders of certain of these companies, Petitioner asked Spallina for the value of the companies and he claimed he did not know and stated that Theodore would be best able to answer the question.
306. That Theodore then claimed in the conference call with Spallina, Tescher, Yates, Pamela, Jill and Lisa that the companies were now all worthless currently and nothing was in them or anticipated to be in them. When Petitioner asked about renewals and other income to the companies from premium financing arrangements, Theodore stated these were meaningless amounts, yet parole evidence in the Stansbury lawsuit appears to contradict these claims.

307. That Theodore is not an accountant, has not graduated college, has declared personal and professional bankruptcies and has no known ability to evaluate a company financially, most importantly he obviously was conflicted in assessing the businesses that he personally has large interests in. The Personal Representatives TS, Spallina and Tescher should have instead had an independent accounting firm do a proper accounting of the businesses to analyze the value of the companies for the Estates and Beneficiaries, further evidencing a lack of duty and care by Spallina and Breach of Fiduciary Duties.
308. That Spallina in a family meeting claimed that there is now only a few hundred thousand dollars of cash and cash equivalents left in the Estates, a far cry from the believed worth of Simon's Private Banking investment accounts with Stanford, JP Morgan and Oppenheimer alone.
309. That Simon also had other assets, such as bank accounts, IRA's, pensions, insurance, etc. that he possessed and again no information of any of these assets has been sent to Beneficiaries, in opposite of the terms of the Trusts and law and where these assets were to be divvied up promptly to the Beneficiaries. Where now seven months after Simon's passing no assets have been distributed to Petitioner's family and the Beneficiaries have NO way to ascertain anything they are inheriting due to the lack of documentation provided by the Personal Representatives, in violation of law, as evidenced ad nauseam already herein but there is more.

XV. THE ELEPHANT IN THE ROOM
THE IVIEWIT COMPANIES STOCK AND PATENT INTEREST HOLDINGS OWNED BY SIMON AND SHIRLEY, AS WELL AS, INTERESTS IN A FEDERAL RICO[10] ACTION REGARDING THE THEFT OF INTELLECTUAL PROPERTIES AND ONGOING STATE, FEDERAL AND INTERNATIONAL INVESTIGATIONS

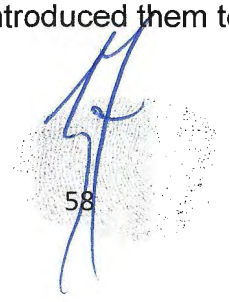
IVIEWIT BACKGROUND HISTORY

310. That in 1997 Petitioner moved from Corona Del Mar, California to Boca Raton, Florida after having his first son Joshua. After Petitioner's parents could not fly out to California even for the bris of their grandson due to health problems, it was decided by Petitioner and Candice that they would move to Florida so they could see and be with Joshua weekly. Simon and Shirley were elated and helped Petitioner and Candice secure a

[10] Iviewit/Eliot Bernstein RICO and ANTITRUST Amended Complaint http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf

condominium minutes from their home. Simon and Shirley put USD $100,000.00 down on the condominium, as a wedding gift to Petitioner and Candice.

311. That Petitioner and Simon for the first time began working in the insurance business together in close proximity and Petitioner was pursuing at the time work on making Simon's insurance plans quotes and sales data into screaming digital media presentations for carriers, clients and underwriters. That Petitioner was commissioned by Simon to build a website and design the software necessary to implement the idea, as websites were the hottest new thing at the time for businesses and Simon wanted Petitioner to create digital presentations for clients, carriers and banks and create a digital underwriting program that could be used online and get his companies ahead in the new digital age.
312. That Petitioner was and is computer savvy and was already working with a team in California to achieve online multimedia presentations and quickly had a team put together in Boca Raton, including two of Simon's clubs staff workers, Jude Rosario and Zachirul Shirajee, who Petitioner employed to work on these projects and who instantly became more a part of the family than just employees.
313. That the problem was that online bandwidth is limited and rich image and video presentations just would not work on a thin pipe, such as internet modems. Petitioner had created high quality video and graphic presentations that worked well on the computer or CD and then compressed them for the web at low bandwidth, the videos became graphic nightmares and they were left with basic text presentations and banner ads that looked horrific. Simon stated he would never use it to sell to clients or carriers with the quality so pathetically poor and so Petitioner went back to the drawing board, again and again and again, failing repeatedly.
314. That Simon urged Petitioner to continue trying to resolve the problems and "fix this shit up" or get rid of the computers and website wholly. The problem for Petitioner and millions of others at the time was that leading engineers worldwide had already given up the search to fix these problems, as mathematically trying to get good video and imaging to end users over low bandwidth was deemed the Internet Holy Grail, as it was akin to trying to suck an elephant through a straw.
315. That Petitioner after many sleepless nights with his team suddenly had a series of divine epiphanies that changed the world in a multiplicity of ways and continue to do so. That Petitioner and his immediate and extended families' lives changed too on the discovery of these novel inventions.
316. That as soon as the first invention was realized and displayed, Simon and Petitioner decided to get patents as no one had ever seen images that could zoom endlessly over low bandwidth and Simon's friend and neighbor Lewin, who was Petitioner's accountant personally, said he could help and introduced them to Proskauer to form companies and protect the Intellectual Properties.



317. That these were very happy times for Petitioner's family and his parents, Candice had another son Jacob and he and Joshua saw their grandparents 2-3 times a week and Simon and Petitioner had just rented large office space in Boca and were ramping up for an IPO.
318. That the Estates of Petitioner's parents have large interests in the Iviewit companies[11] that were then formed. Where Simon and Petitioner started certain of the Iviewit companies together with a 70-30 stock split between them, 30% owned by Simon for the initial seed capital of approximately USD $250,000.00 and 70% owned by Petitioner for inventing the technologies that were to be licensed through the Iviewit companies. Other companies were however then set up without their knowledge by their Attorneys at Law, Proskauer, and these companies are now subject to several ongoing investigations and lawsuits.
319. That Simon had an office in the Iviewit companies, alongside Petitioner and where Simon was an active participant in getting the company up, raising capital and running it initially as Chairman of the Board of Directors. That was until Lewin and Proskauer's partners had Simon relieved as Chairman, stating that it was a condition of Huizenga's attorney to obtain further seed capital infusion, capital that never came as other investors swooped in and where later Huizenga's attorney's claimed this to be an untrue statement they never made.
320. That Petitioner and Simon retained Proskauer to procure Intellectual Properties ("IP")[12], including but not limited to, US and Foreign Patents, US Copyrights, Trademarks, Trade Secrets and more and to form companies to hold and license such IP.
321. That the IP centers around a group of technologies in digital imaging and video that have been estimated as "Priceless," the "Holy Grail" and "worth hundreds of billions" by leading engineers from companies such as Lockheed, Intel, Warner Bros., AOL, Sony

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[11] List of Iviewit companies:

1. Iviewit Holdings, Inc. – DL
2. Iviewit Holdings, Inc. – DL (yes, two identically named)
3. Iviewit Holdings, Inc. – FL (yes, three identically named)
4. Iviewit Technologies, Inc. – DL
5. Uviewit Holdings, Inc. - DL
6. Uview.com, Inc. – DL
7. Iviewit.com, Inc. – FL
8. Iviewit.com, Inc. – DL
9. I.C., Inc. – FL
10. Iviewit.com LLC – DL
11. Iviewit LLC – DL
12. Iviewit Corporation – FL
13. Iviewit, Inc. – FL
14. Iviewit, Inc. – DL
15. Iviewit Corporation

Herein together as ("Iviewit" or "Iviewit companies")

[12] http://www.iviewit.tv/#USPTOFILINGS

and more, all fully part of public record with over a decade of validation and exhibited in more detail in the Wachovia Private Placement[13] and at the Iviewit Web Exhibit List[14].

322. That these Intellectual Properties have wholly changed the world in profound and fantastic ways over the last decade, revolutionizing the digital video and imaging worlds, to allow for markets that **could not exist without them**, such as,

i. Quality Internet video as used by virtually anyone plugged in digitally, for example, YouTube is 100% reliant on Iviewit's technologies and is now the largest broadcaster in the history of the world, where the name more aptly should be EliotTube,
ii. Cell phone video, the hottest digital market,
iii. Internet Video Conference,
iv. Rich Imaging for the Internet,
v. Camera's and optics with zoom that does not pixilate,
vi. Cable TV with 200+ channels versus the old 40+, and,
vii. GPS Mapping.

323. That the Iviewit Technologies have literally thousands of market applications, such as,

i. Microchips, as virtually all chips with digital imaging and video code embedded that have been manufactured worldwide since 1998 have stamped the Iviewit mathematical scaling formulae upon them,
ii. Video Hardware and Software, as since 1998 virtually every product involved in content creation and distribution have embedded the Iviewit mathematical scaling formulae within their source codes,
iii. Medical Video and Imaging Hardware and Software, as virtually every medical product that uses scaling imaging techniques have embedded the Iviewit mathematical scaling formulae upon them, revolutionizing the medical imaging of MRI's, XRAY, etc.
iv. Military and Government Video and Imaging Hardware and Software, as virtually every military and government device that uses scaling video and imaging techniques have embedded the Iviewit mathematical scaling formulae upon them, revolutionizing and advancing Satellite Imaging, Flight Simulation, Remote Controlled Vehicles, Drones, Self-Propelled Guided Weapon Systems, Space Telescopes (such as the Hubble and others that now bring rich views of the universe as never before seen offering humanity a new view into the origins of the universe) and even those pesky "red light" cameras, etc. etc. etc.

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[13] January 2001 Iviewit Wachovia Private Placement Memorandum
http://www.iviewit.tv/CompanyDocs/Wachovia%20Private%20Placement%20Memo%20with%20bookmarks/Wachovia%20Private%20Placement%20Memorandum%20-%20with%20bookmarks%20in%20col.pdf
Note that Proskauer Rose is Patent Counsel to Iviewit and Lewin does the financials for the PPM

[14] Iviewit Evidence Table http://www.iviewit.tv/#Evidence

v. Camera's, phones, television and virtually any digital screen that scale images so one can zoom without pixilation uses the technologies, where Iviewit inventions solved for pixilation and allowed zoom on low resolution images at depths never before seen and high quality low bandwidth imaging as found on virtually all websites, camera's and anything with a digital screen.

324. That Simon and Shirley and now their Estates Beneficiaries are one of the largest benefactors of such IP, along with other investors including Wayne Huizenga, Crossbow Ventures (W. Palm Beach, FL), Alanis Morissette, Ellen DeGeneres[15] and many more.
325. That Simon believed in the companies, so much so that he was Chairman of the Board of Directors[16] and other Board of Directors and Officers included Lewin[17] and members of Proskauer, as indicated in the Wachovia PPM that Proskauer prepared and distributed, already exhibited and evidenced herein. Proskauer even secured a lease for Iviewit directly across the hall from their offices in Boca Raton, FL. and had a team of lawyers from all practice areas basically move into the Iviewit offices, spending almost all of their time at Iviewit.
326. That Petitioner even offered a gift of ground floor stock to Proskauer and Lewin who paid a nominal price for this ground floor stock in the Iviewit companies, as the technologies had been validated before their own eyes by leading engineers and was already, even in the very beginning, estimated to be the biggest technological advancement in the history of digital video and imaging.
327. That Jill and her husband Guy Iantoni ("Guy") bought in ground floor and even moved to Florida from Chicago to work in the Iviewit offices, as they had been instrumental in helping Petitioner from the start. That Jill's moving with her husband and daughter to Florida also brought happiness to Simon and Shirley.
328. That Lisa and her husband Jeffrey Friedstein ("Jeffrey") bought in ground floor and Jeffrey became involved through his employer Goldman Sachs, where his father Sheldon Friedstein was a long time Goldman agent and Goldman after signing a Confidentiality Agreement began instantly introducing the technologies to major players, including several Fortune 500 companies and Billionaire clients, many who began working on various licensing arrangements for usage.
329. That other law firms and their partners and friends of Petitioner from California and elsewhere all bought in, all owned stock, along with all of the employees, as Petitioner had desired everyone involved at the ground floor and contributing sweat to be shareholders as well. Many of these ground floor investors had a wealth of clients, including many Fortune 100 clients that they introduced the technologies and were in

[15] Ellen DeGeneres Iviewit Video http://www.youtube.com/watch?v=2xfjK4VvhzQ
[16] Simon Bernstein 1998 Video Iviewit http://www.youtube.com/watch?v=L6D1uTbTlZo
[17] Gerald "Jerry" Lewin 1998 Video Iviewit http://www.youtube.com/watch?v=UqeaU0aSU-Q

various stages of the licensing the IP and using the technologies all under various contracts with Iviewit. Doors were opened and the technologies were quickly embraced.

330. That licensing deals with AOL, TW, Real 3D (Intel, Silicon Graphics, Lockheed), Sony and many others were inked or being finalized and a Private Placement was in place with Wachovia, when it was discovered by others doing due diligence on the PPM and from an audit that was being conducted that Iviewit IP Counsel and others were attempting to steal the Iviewit IP, through the use of complicated legal schemes, including an involuntary bankruptcy and a Proskauer instigated billing lawsuit in this courthouse, to be discussed more fully herein.
331. That first discovered was that one of the attorneys brought in by Proskauer, Raymond Anthony Joao, was putting patents in his own name, with Joao later claiming 90+ patents in his own name and suddenly, after meeting Petitioner and taking invention disclosures, Joao became more inventive than Tesla.
332. That then Proskauer brought in Foley attorneys after they removed Joao, in order to fix Joao's work and they too were found putting patents in other's name, including Utley and in so doing they were committing Fraud not only the Iviewit Shareholders but upon the US Patent Office, which has led to ongoing investigations and suspension of the IP by the US Patent Office.
333. That then Proskauer's Kenneth Rubenstein (Iviewit's Patent Counsel as stated in the Wachovia PPM) was found to be transferring the technologies to Patent Pooling Schemes he is the sole patent reviewer for and founder of and now Proskauer controls these pools that are the largest infringers of Petitioner and Simon's IP, including but not limited to, MPEGLA LLC.
334. That Proskauer then illegally tied and bundled the IP to thousands of applications and created licensing schemes in violation of Sherman and Clayton and most of the Antitrust laws and thus through these illegal legal schemes so converted the royalties from the Iviewit Shareholders and Inventors to Proskauer and their friends. In further efforts to block Iviewit from market or bring their crimes to light of day, an organized and conspiratorial effort began against Petitioner and his family and the Iviewit companies. It should be noted that prior to learning of the Iviewit inventions, Proskauer did not even have an Intellectual Property department and immediately acquired Rubenstein from a law firm where he and Joao were already working on pooling schemes and so Proskauer started a new Intellectual Property department days after learning of the inventions from Petitioner with Rubenstein and cornered the market for Petitioner's inventions through these pools.
335. That upon discovering these alleged criminal acts and Petitioner reporting the perpetrators to State and Federal authorities, the Board of Directors and others, Proskauer, Foley, Utley and others began an instant campaign to destroy the Iviewit companies and evidences of their crimes and to destroy Petitioner, his family, shareholders and his friends.

336. That information was learned in an audit from Crossbow Venture's by Arthur Andersen that there were several companies with identical names but different dates and minutes were missing from some and share distributions. That Arthur Andersen alleged that Erika Lewin, daughter of Lewin and Goldstein Lewin and Iviewit employee had intentionally misled auditors regarding the corporations' structures.
337. That at that same time it was learned that technology transfers were occurring with Enron Broadband to do a deal, unbeknownst to shareholders and Board Members, with Huizenga's Blockbuster Video to do a digital online movie download program, using technologies Enron had suddenly acquired to deliver the movies full screen full rate. That Enron Broadband then booked revenue in advance of their venture based on having the stolen IP but this was derailed as the scheme was being exposed and it was Enron Broadband that truly caused the Enron Bankruptcy as the records indicate.
338. That at that time, Warner Bros. and AOL investment and patent counsel advised Petitioner that they had reviewed the patents and there were "BIG PROBLEMS" and informed him further that he was being sued by Proskauer in a billing lawsuit and was involved in an Involuntary BK that no one knew about at the Iviewit companies and that the legal actions were somehow even represented by counsel. That no one admitted at the Iviewit companies, Proskauer or Goldstein Lewin to knowing about any of these legal actions against the company and certainly no one had informed Wachovia of anything like this and that had just conducted due diligence on the IP and companies with Proskauer, Utley and Lewin. Small oversight to have forgot to tell the Bankers, Investors, Board of Directors, etc.
339. That the IP's worth has provided motive for a multitude of predicate acts under RICO in attempts to steal the IP. Acts directly against Petitioner and Simon's families, continuing now through a Fraud on this Court through Fraudulent and Forged documents to rob the Estates and more with an identical cast of characters committing virtually the same type of schemes and alleged crimes in this Court. Some of the alleged crimes include but are far from limited to,

    i. ATTEMPTED MURDER via a CAR BOMBING[18] of Petitioner's family vehicle that blew up three cars next to it in Del Ray Beach, FL., graphic images at www.iviewit.tv ,

[18] http://www.iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf





ii. death threats against Petitioner and Petitioner's wife and children from a Proskauer and Foley referred President and COO of the Iviewit companies, a one Brian G. Utley, who was also found having his friend at Foley and old IBM pal, William Dick ("Dick"), writing IP into his name[19], like one Utley claims to have invented "Zoom and Pan on a Digital Camera" when he was not hired for a half a year or so after that invention was discovered and where it was confiscated from his person with an entire set of fraudulent patents that no one had known or approved and Dick had done through Foley. These patents in Utley's name and others, are now subject to a

[19] It was not learned until after Utley was fired that Utley, Wheeler and Dick had a sordid past of attempted theft of intellectual properties from a one Monte Friedkin of Diamond Turf Equipment of Florida. Friedkin stated to Petitioner and others that he employed Utley at Diamond Turf until he found that he was using Dick to write patents into his name and send them to a company Wheeler of Proskauer had formed at his home. Upon learning of this, Friedkin fired Utley and closed Diamond Turf. Wheeler than introduced Utley to Iviewit with a false resume that omitted what happened at Diamond Turf and finally Utley and Wheeler recommended their friend Dick of Foley and so is evidenced a pattern and practice of patent thieves and conspiracy .

Congressional investigation[20] that was forwarded to the Inspector General of the Department of Justice, Glenn Fine at that time, by Hon. Senator Dianne Feinstein for further investigations and

iii. Forged and Fraudulent Documents submitted to the US Patent Office and then other Foreign IP offices by former Iviewit IP counsel that have led to Suspension of the IP[21] pending the outcome of US Patent Office and Federal FBI Official Investigations of the Intellectual Property Attorneys at Law and others involved in the crimes, including but not limited to, Iviewit former IP counsel, Proskauer, Foley and GT. Yes, the same firms that all now have a hand in the Estates in strange ways.

ESTATE INTERESTS IN IVIEWIT, IP & RICO

340. That the following letters were sent to TS, Exhibit 26 – Petitioner Letter Exchange with TS Regarding Iviewit, regarding the Iviewit companies stock Simon owned, his IP interests and his interests in the ongoing RICO action and his desires and wishes of how to handle he stated to Petitioner.
341. That Theodore had initially advised Spallina in the May 12, 2012 family meeting that he thought Proskauer had done some estate planning work for Simon and his friend Gortz might have a copy of the missing IIT discussed already herein and Spallina stated he too had friends at Proskauer that he would contact to find out if they had the missing IIT and he would also inquire about the Iviewit companies and see if they knew anything.
342. That Petitioner was stunned to learn that Theodore was friendly with the central Defendant Gortz, GT and others involved in the Iviewit RICO and criminal complaints filed and had brought them into the Estates affairs.
343. That Spallina had stated that he was a very close and an intimate personal friend of Simon whom knew his business and personal affairs well, yet when Petitioner questioned Spallina on how the Iviewit companies shares, potentially the largest asset of

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[20] April 19, 2006 Letter to Diane Feinstein Re: IVIEWIT REQUEST FOR: (I) AN ACT OF CONGRESS & CONGRESSIONAL INTERVENTION TO PROTECT STOLEN INVENTIONS & INVENTORS RIGHTS UNDER ARTICLE 1, SECTION 8, CLAUSE 8, OF THE CONSTITUTION, (II) CONGRESSIONAL INTERVENTION IN HAVING INFORMATION RELEASED TO NON-INVENTORS AND PARTIES WITH NO RIGHTS, TITLE OR INTEREST IN STOLEN INTELLECTUAL PROPERTIES. WITHOUT SUCH INTERVENTION, INVENTIONS MAY BE PERMANETLY LOST DUE A FRAUD AGAINST THE UNITED STATES PATENT & TRADEMARK OFFICE BY REGISTERED FEDERAL PATENT BAR LAWYERS, (III) CONGRESSIONAL OVERSIGHT IN THE FEDERAL, STATE AND INTERNATIONAL INVESTIGATIONS CURRENTLY UNDERWAY BY A NUMBER OF AGENCIES DESCRIBED HEREIN, AND, (IV) CONGRESSIONAL OVERSIGHT OF THE LEGAL PROCESS AND THE ENSURING OF A CONFLICT FREE FORUM FOR DUE PROCESS AND PROCEDURE OF THE ACCUSSED LAWYER CRIMINALS.
http://iviewit.tv/CompanyDocs/Congress/Letter%20to%20the%20Honorable%20Senator%20Dianne%20Feinstein%20D%20California%20Signed.pdf

[21] US Patent Office Suspension Notice and Complaint against Iviewit retained Attorneys at Law for FRAUD ON THE US PATENT OFFICE and Iviewit companies shareholders. Note the complaints were also signed by Stephen Warner of Crossbow Ventures, a large investor in the Iviewit companies and one of the assignees on the IP.
http://www.iviewit.tv/CompanyDocs/USPTO%20Suspension%20Notices.pdf

the Estates, would be split among the Beneficiaries and if he had the stock certificates, etc., he claimed to know absolutely nothing about the Iviewit companies and claimed to have never heard of it from Simon.

344. That Petitioner explained to Spallina that Proskauer was IP and General Counsel for the Iviewit companies and when the Iviewit companies were raising a Private Placement with Wachovia Securities, Proskauer had even done some estate planning work for Simon and Petitioner so that the value of the stock could be transferred in advance to Simon's children and grandchildren and Petitioner's infant children so as to grow in their estates and not have to transfer it to them when the stock prices surged, as the company was already valued high for a startup company.
345. That Proskauer billed for and completed irrevocable trusts for Joshua and Jacob at that time to transfer a 10% interest of Petitioner's stock in Iviewit into and Simon and Petitioner did estate plans with Gortz.
346. That at that time the Iviewit companies were set to go public with Wachovia and with Goldman Sachs also acting as an Investment Banker to Iviewit and it was anticipated to far exceed even the largest IPO's of the Internet boom, as the IP is the main driver to rich multimedia over the Internet, which is the largest use of Internet bandwidth globally, where video transmitted using Petitioner's inventions is claimed to be approximately 90% or more of total Internet transmissions and where now over 90% of digital imaging devices now infringe on the Iviewit IP[22].
347. That Petitioner informed Spallina that both Proskauer and Lewin would have all the records of the Iviewit companies, as they were counsel and accountants for Iviewit and started all the Iviewit companies and distributed all the shares, including Simon and Shirley's shares and even the shares Proskauer and Lewin owned.
348. That Spallina after contacting Proskauer and Lewin claimed they stated they knew nothing about Iviewit at which point Petitioner further informed Spallina of their prior roles in the Iviewit companies to aid in refreshing their memories; see Exhibit 27 - Letter from Petitioner to Spallina Re Iviewit's Relation to Proskauer and Lewin. Petitioner found it strange that Gortz and Lewin claimed they did not know of the RICO action and what has been transpiring over the last several years and somehow had forgotten history, when Lewin claimed in his deposition that will be further exhibited herein, when asked about his recollections on Iviewit he actually claimed "he was trying to erase his memory" or words to that effect and it appears he had now successfully erased it[23].
349. That the following LAW FIRMS, Proskauer, GT and Foley are direct Defendants in a Federal RICO & ANTITRUST Lawsuit filed that has been legally related by Federal

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[22] "Cisco Predicts That 90% Of All Internet Traffic Will Be Video In The Next Three Years" by Megan O'Neill, WebMediaBrands Inc. on November 1, 2011 4:45 PM
http://socialtimes.com/cisco-predicts-that-90-of-all-internet-traffic-will-be-video-in-the-next-three-years_b82819

[23] Lewin Deposition on erasing his memory
http://www.iviewit.tv/CompanyDocs/Lewin%20Deposition%20on%20Memory%20page%20666.pdf

Judge, Hon. Shira A. Scheindlin, to a New York Supreme Court Attorney Whistleblower Lawsuit of Christine C. Anderson ("Anderson"). Anderson an expert in Attorney at Law misconduct complaints who was employed by the NY Supreme Court Departmental Disciplinary Committee until she was fired in retaliation for her heroic Whistleblowing efforts.

350. That Petitioner and Anderson also testified before the New York Senate Judiciary Committee at ongoing hearings on Public Office Corruption in the New York Supreme Court Disciplinary Departments[24] and now **RIVITING NEW NEWS STORIES REVEAL A MASSIVE CONSPIRACY IN THE NEW YORK AND OTHER STATE AND FEDERAL COURTS COMMITTED MAINLY BY CORRUPTED ATTORNEYS AT LAW ACTING IN ROLES IN GOVERNMENT REGULATORY AGENCIES, PUBLIC DEFENDERS OFFICES, DEPARTMENT OF JUSTICE POSITIONS, STATE AND FEDERAL COURTS, SENIOR COURT AND OVERSIGHT COMMITTEES AND MORE.**
351. That these recent news articles, see Exhibit 28 – Expose Corrupt Court Articles, show that Whistleblower Anderson was targeted and her privacy rights violated along with other "targets" by Senior Members of the New York Disciplinary Departments and courts with the intent to intentionally "Obstruct Justice" in her case and the legally related cases, including Petitioner's RICO, in unparalleled fashion.
352. That the articles of particular interest to this Court are found at the following URL's,
    i. That on Friday, January 25, 2013, ECC released the RIVITING STORY,

    "FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS 'ETHICS BOSSES'"

    http://exposecorruptcourts.blogspot.com/2013/01/former-insider-admits-to-illegal.html

    ii. That on Sunday, February 10, 2013, ECC released the story,

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[24] Eliot Bernstein Testimony:
http://www.youtube.com/watch?v=7oHKs_crYIs
and
Christine Anderson Testimony:

A sample of the New York Disciplinary Department Ethics Department as Robert Ostertag former President of the New York State Bar Wants to Give "Finger" to Victim at Senate Judiciary Hearing
http://www.youtube.com/watch?v=jndsqFNo-jc
Testimony of Hon Duane Hart NY Supreme Court Judge Testimony @ NY Senate Judiciary Hearing John Sampson P1
http://www.youtube.com/watch?v=53jPDBR8OXc
P2
http://www.youtube.com/watch?v=WdlmeFsH3oY

"UPDATE ON ATTORNEY "ETHICS" COMMITTEES' ILLEGAL WIRETAPS FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR "ETHICS" BOSSES."

http://exposecorruptcourts.blogspot.com/2013/02/update-on-attorney-ethics-committees.html

iii. That on Friday February 15, 2013, ECC released the SHOCKING following two stories,

"JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER"

http://exposecorruptcourts.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html

and

http://ethicsgate.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html

iv. That on Friday February 15, 2013, ECC released the story,

"NY GOVERNOR ANDREW CUOMO ASKED TO SHUT DOWN JUDICIAL "ETHICS" OFFICES."

http://ethicsgate.blogspot.com/2013/02/ny-governor-andrew-cuomo-asked-to-shut.html

v. That on Friday, February 15, 2013, ECC released the story,

"SEE THE LETTER TO NEW YORK GOVERNOR ANDREW CUOMO RE: WIRETAPPING JUDGES...CLICK HERE TO SEE THE LETTER, AT

http://ethicsgate.blogspot.com/2013/02/letter-to-new-york-governor-andrew.html

vi. That on Tuesday, February 19, 2013, ECC released the story,

"ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR WWW.ETHICSGATE.COM "THE ULTIMATE VIOLATION OF TRUST IS THE CORRUPTION OF ETHICS OVERSIGHT" EXCLUSIVE UPDATE:

vii. That on Thursday, February 28, 2013, ECC released the story,

"NEW YORK SENATORS ASKED TO APPOINT ETHICS CORRUPTION LIAISON...EVERY NEW YORK STATE SENATOR HAS BEEN REQUESTED TO APPOINT AN "ETHICS CORRUPTION LIAISON" SO THAT TIMELY INFORMATION IN THE EVER-GROWING SCANDAL INSIDE NEW YORK'S SO-CALLED "ETHICS" ENTITIES MAY BE PROVIDED TO EACH STATE SENATOR.

viii. That on Wednesday April 03, 2013, ECC released the story,

FORMAL COMPLAINT FILED AGAINST NYS EMPLOYEES FOR ILLEGAL WIRETAPPING...THE WIDESPREAD ILLEGAL WIRETAPPING INCLUDED TARGETED NEW YORK STATE JUDGES AND ATTORNEYS.....

Excerpts from that story

Reform2013.com
P.O. Box 3493
New York, New York 10163
202-374-3680 tel
202-827-9828 fax
via facsimile # 202-514-6588

April 3, 2013

Robert Moossy, Jr., Section Chief Criminal Section, Civil Rights Division
US Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: FORMAL COMPLAINT AGAINST NEW YORK STATE EMPLOYEES INVOLVING CONSTITUTIONAL VIOLATIONS, INCLUDING WIDESPREAD ILLEGAL WIRETAPPING

Dear Mr. Moossy,

In researching and reporting on various acts of corruption in and about the New York State Court System, specific reviewed evidence supports allegations that over a ten-year-plus period of time, certain NYS employees participated in the widespread practice of illegal wiretapping, inter alia. **As these individuals were in supervisory positions at "ethics oversight" committees, the illegal wiretapping largely concerned attorneys and judges, but their actions also targeted other individuals who had some type of dealings with those judicial and attorney "ethics" committees.**

The NY state-employed individuals herein complained of include New York State admitted attorneys **Thomas Joseph Cahill, Alan Wayne Friedberg, Sherry Kruger Cohen, David Spokony and Naomi Freyda Goldstein**.

At some point in time shortly after 9/11, and by methods not addressed here, **these individuals improperly utilized access to, and devices of, the lawful operations of the Joint Terrorism Task Force (the "JTTF"). These individuals completely violated the provisions of FISA, ECPA and the Patriot Act for their own personal and political agendas.** Specifically, these NY state employees essentially commenced "black bag operations," including illegal wiretapping, against whomever they chose- and without legitimate or lawful purpose.

To be clear, any lawful act involving the important work of the JTTF is to be applauded. The herein complaint simply addresses the unlawful access- and use- of JTTF related operations for the personal and political whims of those who improperly acted under the color of law. Indeed, illegally utilizing JTTF resources is not only illegal, it is a complete insult to those involved in such important work.

In fact, hard-working and good-intentioned prosecutors and investigators (federal and state) are also victims here, as they were guided and primed with knowingly false information.

Operations involving lawful activity- and especially as part of the important work of the JTTF and related agencies- are not at issue here. This complaint concerns the illegal use and abuse of such lawful operations for personal and political gain, and all such activity while acting under the color of law. This un-checked access to highly-skilled operatives found undeserving protection for some connected wrong-doers, and the complete destruction of others- on a whim, including the pre-prosecution priming of falsehoods ("set-ups"). The aftermath of such abuse for such an extended period of time is staggering.

It is believed that most of the 1.5 million-plus items in evidence now under seal in Federal District Court for the Eastern District of New York, case #09cr405 (EDNY) supports the fact, over a ten-year-plus period of time, of the illegal wiretapping of New York State judges, attorneys, and related targets, as directed by state employees.

To be sure, the defendant in #09cr405, Frederick Celani, is a felon who is now regarded by many as a conman. Notwithstanding the individual (Celani), the evidence is clear that Celani once supervised lawful "black bag operations," and, further, that certain NYS employees illegally utilized access to such operations for their own illegal purposes. (Simple reference is made to another felon, the respected former Chief

Judge of the New York State Court of Appeals, Sol Wachtler, who many believe was victimized by political pre-priming prosecution.)

In early February, 2013, I personally reviewed, by appropriate FOIL request to a NYS Court Administrative Agency, over 1000 documents related to the herein complaint. Those documents, and other evidence, fully support Celani's claim of his once-lawful supervisory role in such JTTF operations, and his extended involvement with those herein named. (The names of specific targeted judges and attorneys are available.)

One sworn affidavit, by an attorney, confirms the various illegal activity of Manhattan's attorney "ethics" committee, the Departmental Disciplinary Committee (the "DDC"), **which includes allowing cover law firm operations to engage in the practice of law without a law license.** Specifically, evidence (attorney affidavits, etc.) supports the claim that Naomi Goldstein, and other DDC employees **supervised the protection of the unlicensed practice of law. The evidence also shows that Ms. Goldstein knowingly permitted the unlicensed practice of law, over a five-year-plus period of time, for the purpose of gaining access to, and information from, hundreds of litigants**

Evidence also supports the widespread illegal use of "black bag operations" by the NYS employees for a wide-range of objectives: to target or protect a certain judge or attorney, **to set-up anyone who had been deemed to be a target**, or to simply achieve a certain goal. The illegal activity is believed to not only have involved attorneys and judges throughout all of the New York State, including all 4 court-designated ethics "departments," but also in matters **beyond the borders of New York**.

Other evidence points to varying and widespread illegal activity, and knowledge of such activity, by these and other NYS employees --- all of startling proportions.

For example:

The "set-up" of numerous individuals for an alleged plot to bomb a Riverdale, NY Synagogue. These individuals are currently incarcerated. The trial judge, U.S. District Court Judge Colleen McMahon, who publicly expressed concerns over the case, saying, "I have never heard anything like the facts of this case. I don't think any other judge has ever heard anything like the facts of this case." (2nd Circuit 11cr2763)



The concerted effort to fix numerous cases where confirmed associates of organized crime had made physical threats upon litigants and/or witnesses, and/or had financial interests in the outcome of certain court cases.

The judicial and attorney protection/operations, to gain control, of the $250 million-plus Thomas Carvel estate matters, and the pre-prosecution priming of the $150 million-plus Brooke Astor estate.

The thwarting of new evidence involving a mid 1990's "set-up" of an individual, who spent over 4 years in prison because he would not remain silent about evidence he had involving financial irregularities and child molestation by a CEO of a prominent Westchester, NY non-profit organization. (Hon. John F. Keenan)

The wire-tapping and ISP capture, etc., of DDC attorney, Christine C. Anderson, who had filed a lawsuit after being assaulted by a supervisor, Sherry Cohen, and after complaining that certain evidence in ethics case files had been improperly destroyed. (See SDNY case #07cv9599 - Hon. Shira A. Scheindlin, U.S.D.J.)

The eToys litigation and bankruptcy, and associates of Marc Dreir, involving over $500 million and the protection by the DDC of certain attorneys, one who was found to have lied to a federal judge over 15 times.

The "set-up" and "chilling" of effective legal counsel of a disabled woman by a powerful CEO and his law firms, resulting in her having no contact with her children for over 6 years.

The wrongful detention for 4 years, prompted by influential NY law firms, of an early whistleblower of the massive Wall Street financial irregularities involving Bear Sterns and where protected attorney-client conversations were recorded and distributed.

The blocking of attorney accountability in the $1.25 billion Swiss Bank Holocaust Survivor settlement where one involved NY admitted attorney was ultimately disbarred- in New Jersey. Only then, and after 10 years, did the DDC follow with disbarment. (Gizella Weisshaus v. Fagan)

Additional information will be posted on www.Reform2013.com

The allegations of widespread wiretapping by New York's so-called "ethics" committees were relayed to New York Governor Andrew M. Cuomo on February 15, 2013, and to the DDC Chairman Mr. Roy R. L. Reardon, Esq., who confirmed, on March 27, 2013, his

knowledge of the allegations. (Previously, on March 25, 2013, I had written to DDC Deputy Chief Counsel Naomi Goldstein, copying Mr. Reardon, of my hope that she would simply tell the truth about the improper activity, inter alia.)

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about New York's so-called "ethics" oversight entities.

Please take immediate action regarding this troubling issue, and so as to continue the DOJ's efforts to help all New Yorkers restore their faith in their government.

cc:

U.S. Attorney Loretta E. Lynch via facsimile 718-254-6479 and 631-715-7922

U.S. DOJ Civil Rights Section via facsimile 202-307-1379, 202-514-0212

The Hon. Arthur D. Spatt, via facsimile 631-712-5626

The Hon. Colleen McMahon via facsimile 212-805-6326

Hon. Shira A. Scheindlin via facsimile 212-805-7920

Assistant U.S. Attorney Demetri Jones via facsimile 631-715-7922

Assistant U.S. Attorney Perry Carbone via facsimile 914-993-1980

Assistant U.S. Attorney Brendan McGuire via 212-637-2615 and 212-637-0016

FBI SSA Robert Hennigan via facsimile 212-384-4073 and 212-384-4074

Pending SEC Chair Mary Jo White via facsimile 212-909-6836

Posted by Corrupt Courts Administrator at 2:11 PM

353. That on information and belief and after speaking with the source of the stories and others close to the source of the story, Petitioner learned that the plaintiffs in the "Legally Related" cases to Anderson, including Petitioner's lawsuit, are also "targets" and whose rights to privacy and property have been wholly violated by criminals disguised as Attorneys at Law, Judges, Disciplinary Department members, who are cloaked in often false legal degrees according to the articles and planted into Public Offices to derail and obstruct justice in lawsuits and criminal complaints against them.
354. That these insidious criminals are committing illegal legal crimes, as only licensed Attorneys at Law can do and using the Courts and other Public Offices to effectuate these crimes and then destroy their victims with Legal Process Abuse and more and

misusing their legal titles and public offices to then shield themselves from prosecution and further abuse their victims through denials of due process through conflicts of interests that obstruct justice and fraud on the courts and more.

355. That one wonders why no one is in jail for the Wallstreet Crimes, the Homeowner Crimes, etc. etc. etc., that have been committed mainly by "Attorneys at Law" working in either the cartel law firms or revolving to and from them into government posts to aid and abet the crimes. These stories and the heroic Whistleblowing efforts by Anderson and now several others reveal the reason, the regulators and prosecutors over Wall Street Attorneys at Law are corrupted and when the head of beast is corrupted you can bet the feet are too.
356. That as the ECC articles expose, it is alleged that these schemes have infected various states out of New York, where apparently the same disabling of the legal system has occurred.
357. That the stories reveal that **JUDGES CHAMBERS**, their **DRESSING ROOMS** and even their **PRIVATE RESIDENCES** were **ILLEGALLY WIRETAPPED** and more, as these named judges were also "targets" of those in charge of the legal regulatory agencies and prosecutorial offices and further many were illegally surveilled 24/7/365, some for now ten years. Yes, the heads of the attorney regulatory agencies are charged with targeting attorneys at law and judges or just about anyone that gets in their way and misusing public resources and funds illegally to achieve their ends, in typical Criminal Cartel fashion.
358. That new evidence in the matters suggests that "targets" were unfairly accused of made up crimes and then sentenced to silence them as indicated in the exhibited stories.
359. That this new public evidence shows that **UNITED STATES DEPARTMENT OF JUSTICE JOINT TERRORISM TASK FORCE** resources and funds were **ILLEGALLY ACCESSED** and used against "targets" with the intent to Obstruct Justice in lawsuits and criminal complaints and more.
360. That this new public evidence shows that the **UNITED STATES PATRIOT ACT** was violated repeatedly against even private citizen "targets" with the intent to Obstruct Justice in lawsuits and criminal complaints and more.
361. That Petitioner is filing a new Motion for Rehearing in the RICO based on the brand new evidences of Fraud on that US District Court through Obstruction, Conflicts of Interest and more and is drafted based on this new and riveting information. Where Petitioner's Petition to this Court will also be filed as exhibit in that Motion for Rehearing to evidence new alleged RICO activity of fraud and forgeries allegedly committed upon this Court by Officers of the Court, Spallina and Tescher. Exhibit 29 – Draft Motion to Rehear US District Court.
362. That several months prior to his death, Simon revealed to Petitioner that he was considering contacting Federal Authorities investigating the Iviewit affairs to offer eyewitness testimony and was given the name of Glenn Fine, the Inspector General of

the Department of Justice to contact and his referred point of contact, a one Lonnie Davis, of the IG's Miami Field Office. Both officials were directly and solely responsible for intake of the Iviewit evidences for the FBI and US Attorney's offices, due to the fact that the original agents from both offices suddenly and mysteriously went missing, elevating the matters first to Department of Justice Office of Professional Responsibility and then to Department of Justice Inspector General's Office.

363. That Petitioner remains uncertain if Simon had already made contact with prosecutorial offices or others to give his testimony. Now that Simon may have also been one the "targets" whose rights to Privacy were being violated and his conversations with Petitioner allegedly illegally intercepted, his willingness to go the authorities and conversations he had over the last year may provide additional motive for "foul play" in the death of Simon and the alleged criminal activities in the Estates.
364. That Simon and his entire family were in danger after Simon gave a damaging deposition against Proskauer Rose in Case # CA 01-04671 AB.[25] Simon's deposition specifically fingered Proskauer's Rubenstein as Iviewit Patent Counsel, as illustrated also in the Wachovia PPM and even Proskauer's own billing records, despite Rubenstein's perjured deposition statements and statements to officials that he knew nothing about Iviewit or Petitioner and was not IP counsel. Rubenstein's deposition is also contained in the above referenced URL and confounded when evidence at Deposition contradicted his statements, Rubenstein then walked out of the Deposition and the case was then thrown by Judge Jorge Labarga. Based on new information of Fraud on the Court in that lawsuit and more, that case will soon be appealed in FL.
365. That Simon had already given partial statements for Petitioner to use with State and Federal Authorities that are damning to Defendants in the RICO as well, as the statements wholly refute Rubenstein's sworn statements to authorities and in deposition[26] and more.
366. That when Utley had made death threats upon Petitioner, Candice and their children, Board meetings were held with certain members of the Board and others that were not presumed to be involved in the thefts and they decided that Petitioner, who was in California at the time but living in Boca Raton, could not come home as scheduled that week and instead should have his wife and children move and uproot instantly and virtually overnight to California until they could figure things out in Boca Raton, in order to protect Petitioner and his family from any harm.
367. That Petitioner filed reports of the death threats made by Utley with the local California PD and the Huntington Beach FBI offices. Keep in mind that Petitioner when threatened by Utley was threatened by Utley who flew to California unannounced to deliver his

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[25] Depositions of Rubenstein and Simon et al.
http://www.iviewit.tv/CompanyDocs/Depositions%20BOOKMARKED%20SEARCHABLE%20with%20hyperlink%20comments.pdf

[26] 2003 Statement Regarding Events – Simon L. Bernstein – Past Chairman of the Board Iviewit
http://iviewit.tv/CompanyDocs/SHAREHOLDER%20STATEMENTS%20BOOKMARKED2.pdf

death threat message and stated he and the partners at the law firms of Proskauer and Foley, his friends, Dick and Wheeler, would harm his family and that Petitioner did not know how powerful these law firms were and better shut up and not bring the evidence of the patent thefts to the authorities or else watch his family's back or words to that effect.

368. That Candice was directed by Simon to pack their family's belongings and ship them and get on the next plane with the two children, abandoning her home and leave Shirley and Simon with hardly a goodbye. All of this to the detriment of Shirley, who was furious that Petitioner was moving his children from her. Simon did not want Shirley to know what was going on with death threats, as her heart condition and cancer were too fragile at that time and Simon thought it was best to keep her in the dark and basically lie to her. Candice then packed and moved by herself with the kids to California and it was advised later that Petitioner and his family not return to Boca Raton and instead find a hideout to lay low in California until things could be resolved in a year or two.
369. That to protect Shirley from a heart attack, a long and painful lie began, one of the first Petitioner had told his mother since he was a child, one that broke her heart anyway but the other way just might have killed her and the lie only got worse. Petitioner and his wife agreed with Simon to not tell Shirley any details of death threats and that Petitioner would tell her that he was moving suddenly to stay and open the California office of Iviewit. Losing her two grandchildren overnight was enough to kill her, if she knew that death threats were made against Petitioner, Candice and her infant grandchildren, Simon rightfully feared she would panic to death literally. Shirley was angry at both Petitioner and Candice until much later when they moved back to Florida and she began figuring out what had really transpired and what was going on and when Simon finally allowed Petitioner to tell her the whole truth but only after she had been diagnosed with Stage IV cancer shortly before her death. Shirley was relieved to know the truth at last, years later, upset that we lied to her so much but forgiving.
370. That Petitioner then moved back to Florida from California again, this time again due to his parents' medical problems worsening and to fight Proskauer in the Proskauer lawsuit in this Courthouse and at that time moved to Boynton Beach, FL.
371. That Petitioner's relationship was strained during this move back as he was fighting Proskauer in this Courthouse and then elevated the complaints to the Florida Supreme Court and the United States Supreme Court. Each of these cases soon to appealed based on new evidence of Fraud On and In the courts, with documented evidence of corruption by Attorneys at Law blocking Petitioner's due process rights here in Florida and connected to those in New York. Thus why the RICO has so many Attorneys at Law, Judges and Public Officials as nearly half of the four thousand named defendants.
372. That understanding how Petitioner was "targeted" and monitored and how government resources were turned against him to violate his due process rights through violations of

ethics rules and laws by the very legal system designed to protect inventors is essential to understanding the strains on Petitioner and his entire extended family at that time.

373. That then suddenly and without warning, a bomb exploded in Petitioner's Minivan. As the images reveal a STRONG MESSAGE sent to anyone thinking of aiding Petitioner in his efforts in the courts or against the RICO Defendants, this time not merely a threat but an attempted murder, a scene out of a war zone, in Del Ray Beach, FL.
374. That once the **CAR BOMBING** occurred, Simon took many elaborate steps not only to protect Petitioner and his family but also to protect his entire extended family from the main culpable defendants in the RICO, as any father and grandfather would do. That Simon and Petitioner struggled with how to protect their families and decided after the bombing that it would be best that Petitioner distance himself from his immediate family and this would mean Petitioner having to severe personal and financial ties with his mother, father and siblings, while Simon and he and others tried to figure something out to keep their families from being **MURDERED**.
375. That this Court need stop for a moment and imagine in real time, real life what this would cause you personally to do, in order to protect your family, your friends, your businesses, etc. from this form of murderous retaliation.
376. That to put some distance between Petitioner and his family and friends, it was again decided that Petitioner and his family pack and move overnight, for the second time Petitioner fleeing Florida with his wife and children overnight.
377. That again, Shirley was blown apart, from the moment she heard Petitioner and family were leaving again with no notice and thought Petitioner needed and intervention or tough love and this too broke Petitioner and Candice's hearts to see her so saddened again.
378. That Simon from the instant of the Iviewit companies being blown apart upon discovering the IP thefts and the monies stolen from the companies as reported to Boca PD and the SEC initially, had been supporting Petitioner and his family financially monthly but it was decided that all ties, personal and financial to family should be cut and so it was for everyone's safety. Simon again, immediately after the bombing, urged Petitioner and Candice to further lie to Shirley and keep the whole car bombing thing from reaching her if possible, as she was again ill and on chemotherapy and more and Petitioner complied as again it was too much for her.
379. That Simon and Petitioner parted ways and staged a fight over this or that and he stated he was done with Petitioner to everyone and vice versa and told Shirley and others we got in a fight and we were parting ways. Again, Shirley was crushed and angered at Petitioner and Candice and hardly spoke with them for the next two years. Other friends and family members from Candice's family aided Petitioner and his family from that point as best they could during the ensuing three years with houses, odd jobs, handouts and love.

380. That Petitioner's family moved to Red Bluff, California and moved in with Petitioner's mother-in-law, a one wonderful, Ginger Stanger and her daughter Amanda Leavitt. Four adults and three children in a 500 square foot apartment, one bath, two bedrooms and a long wait to shower for the next the three years.
381. That Petitioner severed financial ties with his father and his family immediately and went on public assistance, welfare and food stamps to survive. Not many jobs for persons being targeted by Car Bombs, not many friends will one keep, as Petitioner distanced himself not only from family but friends so as to expose no one to such wrath and danger to their families. Petitioner ceased talking with almost all of his friends that he spoke to regularly since childhood, all will attest such to this Court.
382. That Petitioner has warned every lawyer that touching Iviewit would lead to assaults on their careers as Anderson now exposes how this scheme to target honest Attorneys at Law works from inside the belly of the beast in her historic testimony in Federal court where she identifies "The Cleaner" and Attorneys at Law in the highest ethics posts at the leading courts and prosecutorial offices violating law and obstructing justice and blackballing lawyers and more. The very same people that control bar admissions then even target any insider Whistleblowers with severe retaliation, in Anderson's case leading to physical assault by a Superior and then threats on a Federal Witness in her lawsuit against a one Nicole Corrado, Esq., yet another New York Supreme Court Supreme Court Disciplinary Attorney gone Whistleblower Hero on her way to testify at Anderson's trial. Corrado has recently filed yet another Federal action in the Eastern District of New York, again involving the same crew operating in the courts.
383. That in fact, Petitioner was notified by Yates, after she had spoken to Spallina initially, that Spallina had barked at her, as he has done repeatedly without courtesy, respect or professionalism on calls with Petitioner's and others that she did not *"know who her client was"* or words to that effect, in a condescending tone in reference to her representation of Petitioner and imparting that she should abandon representation of Petitioner. This perhaps explains Petitioner's Pro Se status in this Court due to his inability, despite repeated attempts from even referred Attorneys at Law to represent him here now before this Court and part of coordinated effort to deprive Petitioner of his rights to representation in any court, as exhibited in the ECC articles.
384. That in the already exhibited herein Motion for Rehearing, this Court will see how Petitioner's 6th Amendment Right to Counsel in these civil matters has wholly been interfered with to block any of the victims in the related cases to Anderson from help in the legal community and how those corrupted ethics bosses or mob bosses it appears, destroy the lives of those Good Intentioned Attorneys at Law trying to actually do their jobs ethically and fairly for their clients.
385. That Petitioner, having a long career in the insurance industry, with leading law firms and billionaires as his clients from the time he was 21, has many dear friends that are

Attorneys at Law but whom he would never ask to put their lives and livelihoods in danger and make them targets too.

386. That these RICO Defendant LAW FIRMS are now under investigation in several ongoing actions involving the theft of the Intellectual Properties, including the investigations that have led to suspension of the IP with the US Patent Office pending the outcome of joint federal investigations. Therefore, all of the following law firms and other now involved in the Estates have Conflicts of Interests with the Iviewit companies, Simon Bernstein, Petitioner and the Estates regarding the Iviewit RICO, as defined below. All of these parties should be removed and precluded from any further involvement in this probate matter, other than to relinquish all records to this Court and Petitioner and replacement Personal Representatives and Successor Trustees, this time screened heavily in advance for conflicts of interests with any of the Defendants listed in the exhibited herein already Conflict of Interest Disclosure. For the following reasons,

i. Proskauer has conflicts as,

   a. Former Iviewit IP and corporate counsel,
   b. Former personal counsel to Simon and Petitioner,
   c. Shareholder of Iviewit stock,
   d. Former estate counsel Albert Gortz did the estate planning work for Simon, Shirley, Petitioner, Trust of Joshua Ennio Zander Bernstein and Jacob Noah Archie Bernstein.
   e. Proskauer, Gortz et al. are Defendants in the RICO Lawsuit and under investigation in State, Federal and International investigations,
   f. Proskauer claims not to have the missing 1995 IIT described above whereby Proskauer was the last law firm in possession of the trust in 2000-2001 and this may be done with intent as further posited herein.
   g. That Proskauer Rose is at the heart of the RICO and Criminal Complaints and has recently been accused of Conspiracy and Aiding and Abetting a Criminal Enterprise, that of Convicted Felon, Ex-Sir Allen Stanford by the US Court Appointed Receiver in that case.
   h. That Proskauer was patent counsel and corporate counsel to Iviewit companies and is accused of stealing the patents directly and as the initial point of the ensuing decade of alleged Criminal Acts against Petitioner's family.

ii. Foley & Lardner/Hopkins & Sutter has conflicts as,

   a. Former Iviewit IP Counsel,
   b. Foley et al. are Defendants in the RICO Lawsuit and under investigation in State, Federal and International investigations,

c. Wrote the original missing 1995 Insurance Trust described above that was then transferred to Proskauer. Tripp Scott made written requests for the ITT and other documents directly to Foley and as of this date they have not received them.

iii. Greenberg Traurig has conflicts as,

a. GT et al. are Defendants in the RICO Lawsuit and under investigation in State, Federal and International investigations,
b. GT et al. are Defendants in the RICO Lawsuit and under investigation in State, Federal and International investigations,
c. Counsel in RICO representing The Florida Bar and Florida Supreme Court,
d. Represented Theodore in the lawsuit by William Stansbury until GT was disqualified and withdrew for conflicts of interest in the Stansbury lawsuit.[27] and 28

iv. Goldstein Lewin has conflicts as,

a. Former Iviewit corporate accountant and Petitioner's personal accountant,
b. First person Simon introduced to Iviewit IP, who introduced Simon and Petitioner to Albert Gortz of Proskauer,
c. Party of interest in the Fed RICO & ANTITRUST Lawsuit, introduced Simon and Petitioner to Proskauer's Gortz and Christopher Clarke Wheeler ("Wheeler") who are the central conspirators in the RICO,
d. Shareholder with other Lewin family members of Iviewit stock,
e. Simon and Shirley Bernstein accountant at some point in time after Iviewit companies were formed.

v. Tescher and Spallina has conflicts as,

a. TS and Proskauer have close relations that are believed to have been previously undisclosed to Simon,
b. TS has Board and business affiliations with Theodore Bernstein, including,
    a. Ted and Deborah Bernstein Foundation[29]

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[27] "Greenberg Traurig Settles with Heller Estate for $5 Million" By Scott Graham, The Recorder, April 25, 2013 http://www.americanlawyer.com/PubArticleTAL.jsp?id=1202597625743&Greenberg_Traurig_Settles_with_Heller_Estate_for_5_Million&slreturn=20130328105328

[28] "Greenberg Traurig Grilled On Ties To Political Intel Firms" By Sindhu Sundar and Law 360 April 25, 2013 http://www.law360.com/articles/436050/greenberg-traurig-grilled-on-ties-to-political-intel-firms

b. Aya Holdings, Inc.[30]
c. That it should be noted here by this Court that TS, Spallina and Tescher also have a very close new relationship whereby Donald Tescher was honored with an induction party to a very select "elitist" group, which was funded and promoted by RICO Defendant Proskauer. Information regarding this is found at the Jewish Federation site, in an article titled, "Caring Estate Planning Professionals to Honor Donald R. Tescher, Esq. at Mitzvah Society Reception on March 27" Published Sunday, March 4, 2012 7:00 am | Category: PAC. That the article states "The Mitzvah Society Cocktail Reception is generously sponsored by BNY Mellon Wealth Management; Law Offices of Tescher & Spallina, P.A.; Proskauer; and Life Audit Professionals, LLC," where the honoree was Donald Tescher.
Where it is clear from the article that RICO Defendant David Pratt of RICO Defendant Proskauer Rose is extremely close with Spallina and Tescher, claiming "It is my honor and privilege to welcome the community to join our annual Mitzvah Society Reception," said David Pratt, who is co-chairing the event with Robert Spallina...We are also excited to inaugurate three new members: Jodi Lustgarten, Jon Sahn and Robert Spallina, bringing our Mitzvah Society ranks **to a proud 55!**"

d. TS is acting as Counsel for the Estates, Acting as Personal Representatives for the Estates, Acting as Trustees in the Estates, Acting as Witness to Documents that make changes giving authority and interest to TS, Tescher and Spallina to act as personal representatives on documents they prepared and had a client who was mentally depressed, confused and undergoing a series of serious physical problems supposedly sign them but now appears they may have fraudulently through forged signatures and more, signed the documents for him post mortem,
e. Acting as Counsel in the SAMR to all parties in efforts to change beneficiaries of the insurance policies of the Estates.

ii. This Court

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[29] Business Relation of TS, Tescher and Spallina as Directors of Ted and Deborah Bernstein Foundation
http://www.corporationwiki.com/Florida/Boca-Raton/ted-deborah-bernstein-family-foundation-inc/29100251.aspx

[30] Aya Holdings, Inc.
http://www.corporationwiki.com/graphs/roamer.aspx?id=15787095

a. That this Court is conflicted with Petitioner as it is also sued in the RICO and ANTITRUST Lawsuit, along with members of the Court and that members of this Court have been complained of in the State and Federal complaints.
b. That Petitioner is willing to consider allowing members of this Court to parse such conflict with the RICO & ANTITRUST and continue adjudicating these matters and waive any conflict with the prior matters, if each person handling this probate of the Estates will sign and verify the attached Conflict of Interest Disclosure form attached as Exhibit 30, prior to ANY action. Presumably, if there are no Conflicts of Interest that will deny due process and obstruct justice in these matters, the COI should be a no brainer to sign by anyone acting forward in these matters.

387. That all of these alleged unlawful actions described herein, especially where the RICO defendants are involved may be done with scienter to throw the Estates of Simon and Shirley into a long and protracted time to distribution, during which time the assets are being misappropriated and depleted and incurring large legal costs. Petitioner alleges this is in order to prevent Petitioner from having access to his inheritance that could be used for living expenses for his immediate family and to deny him access to funds which could be used to assert his legal rights, for example by retaining counsel in the Estates actions and the RICO.
388. That the actions of TS, Spallina, Tescher, Theodore and others, already described herein have caused massive financial distress on Petitioner and his family, kept completely in the dark of the information to figure out their inheritance. That with the threats of foreclosure on Petitioner's children's home by Spallina these acts may be further evidence of ongoing RICO activity to further harm Petitioner, as is also being alleged as well in the Motion to Rehear in the US District Court case.
389. That these conspiratorial efforts alleged in this Petition act as possible further evidence of new alleged Criminal RICO activity through further Abuses of Legal Process in the Estates and more and appear to be an attempt to steal the estate assets of Simon and Shirley and deprive Petitioner of his inheritance entirely and leave him and his children homeless and broke in approximately the next 90 days or so.

XVI. THE ADVANCED INHERITANCE AGREEMENT ("AIA")

390. That the AIA was set up to fund the costs of living of Petitioner's family by Simon and Shirley and had been funded consistently since August 2007, providing USD 100,000.00 annually. That each month health insurance and other home and living expenses of Petitioner's family were paid to various vendors by Walker and in 2008, approximately

USD $4,000.00 was deducted to pay back the loan on the home and the remainder was given to Petitioner.

391. That the AIA was set up to provide for these expenses but also as compensation for monies Petitioner lost when his sister Pamela took over the family businesses that he had worked in for approximately twenty years and began a long campaign of failing to pay commissions, over-rides to Petitioner and failure to honor a contract that also included a ¼% point lifetime commission on all premiums financed by any agent for the companies.
392. That the ¼% point was in exchange for Petitioner's not getting stock in the companies he helped build when Simon was selling the businesses to Pamela and so it was contracted. Petitioner was getting a continuing and life override on new business for his contributions to the business, a deal which was accepted by both parties but never honored when Pamela took control of the businesses.
393. That after several years with Pamela in charge of the family businesses, Petitioner after not getting paid according to contract, sent notice to Pamela and her husband David B. Simon, Esq. that he would notify clients and carriers of the approximately six million dollars owed of unpaid commissions that they refused to pay.
394. That to stop such contact with the carriers and the clients, STP Enterprises and David B. Simon sued Petitioner in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach Country, FL., Case # 50 2004A002166XXXXMB on February 22, 2004 for Injunctive Relief, Declaratory Relief and Damages.
395. That Petitioner filed a Counter Complaint in Case # 50 2004A002166XXXXMB on March 18, 2004 for Breach of Contract, Tortuous Interference in Business Relationships, Defamation, Civil Conspiracy, Injunctive Relief and Specific Relief. That similar to Stansbury's claims that Theodore was cashing checks made out directly to him, the counter complaint alleged that Pamela was converting checks of Petitioner's for renewal commissions and signing them into her accounts, a practice still believed to be ongoing as Petitioner has never received any renewals on his clients per the contracts and where the checks are sent to Pamela.
396. That the judge in the matter had reviewed the contracts and evidences presented by Petitioner and noticed the Counter Defendants in court that they should settle with Petitioner as it was clear that monies were owed from his review of the counter complaint and that he would not be dismissing the case prior to trial.
397. That Simon then got involved, as he had previously stayed on the sidelines in the matter, other than advising Petitioner to Counter Sue his sister and brother-in-law yet suddenly asked Petitioner to give up his counter complaint and that he would set aside the monies owed to him for the commissions and ¼% in his inheritance. Simon's motivation to end the suit was that the whole suit was causing Shirley and him emotional pain and she was medically very ill at that time and so Petitioner abandoned his claims and accepted Simon's promise and honored his wish and walked away from the claims and the millions

of dollars owed. Petitioner at about that time was already working on establishing the Iviewit companies and raised millions of dollars and walked away professionally and personally from Pamela and David since that time. Petitioner believes that this lawsuit may also have been part of the cause of the parting of ways for Simon and Shirley with Pamela and David, as many problems arose in business relations when Pamela and David took over and many of Simon's agents friends ceased working with them and were also upset with Simon over similar allegations of commissions being withheld and not paid.

398. That Petitioner had since the agreement abandoned working in the companies he helped build and was the largest nationwide sales agent with Billionaire clients to boot[31] and began working in various other occupations as he could no longer stand to work with Pamela and David.
399. That Spallina, immediately after Simon's death had Walker continue the funding of the AIA to Petitioner's family monthly from bank accounts at Legacy Bank of Florida but then stated that until the monies in the Estates transferred to the grandchildren's trusts, that Petitioner should use monies from their already partially funded trust accounts to pay these expenses and directed Janet Craig of Oppenheimer to arrange these payments for living expenses.
400. That Petitioner's family living expenses since that time have been paid by depleting the children's school trust accounts Petitioner then learned, which now have very little in them left for school, not even another semester and where Petitioner did not know Spallina had started to deplete school trusts for the payment through Oppenheimer, as Spallina directed Petitioner to send Craig the Legacy account checks that Walker had recently given Petitioner on Spallina's direction. Spallina told Walker to have Candice write checks from this Legacy Bank of Florida account and again Petitioner found it strange that Spallina would direct Candice to write checks out of a corporate account that she had never had any signatory power or knowledge of.
401. That Petitioner would not allow Candice to write any checks until Legacy bank could verify and authorize such and Petitioner and Walker contracted Legacy to find out that not only had they never been notified of Simon's death but that Walker was not on the account in any way and in no way was authorized to have been writing checks from the account. That further Petitioner and Candice were not on the account and finally, that since Simon was dead they were closing the accounts.
402. That Spallina was notified and Petitioner was told to send the Legacy account checks and information to Craig and she would now handle the payments. At no time did he tell us he was switching accounts to the children's school trust funds.

[31] 1995 Eliot Bernstein Insurance Client Listing
http://www.iviewit.tv/inventor/clientlisting.htm

403. That Spallina has recently sent notice that Petitioner and his wife would have to now report these funds as income, which he had never advised Petitioner of when making these arrangements.
404. That according to Simon, Spallina had instructions as how to keep the monthly amounts flowing to Petitioner and his family when he passed and stated there would be plenty of money to cover the expenses from the grandchildren's inheritance from the interests on the monies alone and that as Trustees of the children's trusts, Petitioner would be able to take out each month's expenses and Simon intended no interruption in these expenses being paid. Yet, according to Spallina he has not even set up the grandchildren's trusts under Simon's alleged 2012 Amended Trust and now claims there is no money left in the Estates to put in them.

XVII. ALLEGED MURDER OF SIMON BERNSTEIN

405. That this Court should note that despite allegations of Murder made by Petitioner's siblings and Walker and their request for Autopsy and a Sheriff's department investigation into alleged murder, that instead of Personal Representatives and others taking actions to preserve evidence and properly secure estate items, the Court will instead find the actions described herein to be quite the opposite of what should have happened in preserving evidences, protecting the estate assets and investigating accusations of murder.
406. That the first thing that makes no sense in the accusations by Petitioner's siblings of murder by Puccio is that Puccio appeared to have no beneficial interest in the Estates of Simon and Shirley and thus no known motive or benefit for murder.
407. That later, after the Sheriff had left, Walker told Petitioner and Candice that in the Estates documents she removed from the home there was a check and an agreement Simon had executed for Puccio, that inured an estimated $100,000.00 to Puccio if Simon were to die, which Walker then removed both documents from the Estates and transferred them to Theodore the night of Simon's death, who then allegedly transferred them to Spallina a few weeks later, as already discussed herein.
408. That when the Sheriff came on September 13, 2012, despite Walker knowing of this document and Theodore knowingly in possession of the document, neither one of them mentions this document to the Sheriff's or turns it over as evidence of a possible motive that Puccio murdered Simon.
409. That on information and belief, Theodore turned the documents over to Spallina and despite Petitioner asking for an accounting of these documents for the Beneficiaries from Spallina, instead TS, Spallina and Theodore have secreted them from the Beneficiaries and Interested Parties and the Sheriff.

410. That to Petitioner's knowledge the documents were never turned over to the Sheriff by TS, Theodore, Spallina or Walker, in effect Obstruction and Suppression of document that would appear material to any murder investigation as the damaging potential motive for Puccio to have murdered Simon.
411. That it should be noted that the documents were signed, according to Walker, on or about the time that Puccio had given Simon the Ambien days before his death when Puccio called Petitioner and Candice to come over to Simon's home as Simon was hallucinating and talking to his deceased mother and she feared he might be dying from the Ambien she gave him, as it was not a prescribed medicine by his physicians. The Puccio documents were being claimed later by Walker and Theodore to be the reason she might have murdered Simon, yet strangely neither had mentioned this to the Sheriff's.
412. That TS, Spallina, Tescher and Theodore, instead of turning this document over to the Sheriff as evidence and to prove a possible motive by Puccio, disregarded turning this vital evidence over to investigators or even mentioning it.
413. That instead of giving the documents to investigators, Spallina met with Puccio and her counsel denying her claim and telling her she would get nothing, opposite of Simon's desires and allegedly threatening her that she was a suspect in a murder investigation and should go away or else, further frightening Puccio who has since apparently abandoned her claim against the estate. NO INFORMATION REGARDING THIS CLAIM AGAINST THE ESTATE HAS BEEN SENT BY TS, SPALLINA AND TESCHER TO THE BENEFICIARIES.
414. That on information and belief, Puccio retained counsel that contacted Spallina but after hearing they were accusing her of murder she decided to drop her claim in fear of retaliation.
415. That this Court should notify the appropriate authorities of the alleged murder of Simon and the new exhibited Prima Facie evidence of alleged criminal activity in and upon this Court, as certain elements of the alleged crimes of fraud, forgery, obstruction, tampering with evidence and more now show absolute cause for further investigation of potential "foul play" in the Estates and may establish further suspects and motives than originally reported to the Sheriff and Coroner for murder.
416. That any murder investigation of Simon should include the Iviewit companies as a possible motive as it remains the largest potential asset in the Estates and certainly for the dollar amounts estimated upon licensing there are Trillions of motives.
417. That an inquest should be conducted into the deaths of both Simon and Shirley due to the circumstances described herein.

XVIII. LACK OF DUTY AND CARE BY PERSONAL REPRESENTATIVES, TRUSTEES AND ESTATE COUNSEL, CONSTITUTING BREACHES OF FIDUCIARY DUTIES AND MORE

418. That Petitioner does not know what legal language was changed from the 2008 Simon Trust that Simon and Shirley completed together, to the new near deathbed alleged 2012 Amended Trust Simon allegedly signed weeks before his death in a confused state of mind, as TS, Tescher and Spallina, despite repeated written and oral requests, have refused to turn over the Original 2008 Simon Trust to Petitioner or Tripp Scott, along with other relevant documents, evidencing a lack of duty and care to the Beneficiaries and breach of fiduciary responsibilities and more.
419. That Theodore acting in a capacity designated by TS as a Successor Trustee/Personal Representative under Shirley's 2008 Trust, removed from the home valuables, including jewelry of Simon and Shirley's that were in a locked safe in his home with all paperwork and items in the safe, in violation of his fiduciary duties and failing to provide proper notice for items removed.
420. That Theodore, after contracting to have the safe opened by a locksmith was to turn the contents of the safe and other documents contained therein over to Spallina immediately for accounting and inventory to the Beneficiaries of the items but at this time there has been no accounting by TS or Theodore to the Beneficiaries of these items removed by Theodore or any indication of who is now in possession of these items, evidencing a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.
421. That Petitioner has learned recently that there is now a dispute between certain siblings and Theodore as to what was removed and the value of the items as no inventories have been provided since the time of removal by TS or Theodore, evidencing a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.
422. That upon meeting with Tescher and Spallina after Simon's death to discuss the Estates, Petitioner again asked for all the documents, accountings and inventories for the Estates and Spallina again agreed to send them but again never sent any of them to Petitioner, evidencing a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.
423. That the documents and other items removed from the Estates after Simon's death by Walker have never been accounted for or inventoried and Petitioner is unsure of who is now in possession of these items, evidencing a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.
424. That the personal effects of Shirley's removed from the home by Petitioner's sisters have not been accounted for or inventories sent to the Beneficiaries and Petitioner does not know who is currently in possession of these items, evidencing a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.

425. That for several months after Simon's death Spallina told Petitioner repeatedly that he would get the Estates documents to him and the other Beneficiaries and Trustees but then in a family call with Spallina he claimed suddenly and angrily in an "about face" that Petitioner was not entitled to any documents, as Petitioner was not a Beneficiary of either parent's estate and therefore had no rights to them. Spallina directed Petitioner to obtain what was in the public record at this Court instead. That Spallina misinforming Petitioner that he was not entitled to any documentation of the Estates, even as Trustee and Guardian for his children who under the alleged 2012 Amended Trust are Beneficiaries, evidences a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.
426. That the IIT designating Beneficiaries of a life insurance policy and the insurance policy underlying it are now missing according to TS, Spallina, Theodore and Pamela who have claimed to have looked for these missing items and after several attempts to get any of the insurance documents, Petitioner was instead met with hostility from Spallina, as evidenced in the correspondences already exhibited herein. These missing documents evidence a lack of duty and care for the Beneficiaries and a breach of fiduciary responsibilities and more.

XIX. CONFLICTS OF INTEREST BY PERSONAL REPRESENTATIVES, ESTATE COUNSEL AND TRUSTEES DISCOVERED

427. That Tescher, Spallina and Theodore at no time informed the Beneficiaries or the Trustees that they are directors and all sit on a board together of Theodore's foundation, The Ted and Deborah Bernstein Foundation.
428. That Tescher, Spallina and Theodore at no time informed the Beneficiaries or the Trustees that they were part of a company AYA together, causing conflict.
429. That upon information and belief, Petitioner has learned that TS, Tescher and Spallina have been conducting business with Theodore for several years, each referring business to each other and making splits on referrals, splitting either legal client fees sent to TS by Theodore or Insurance Commissions from clients referred to Theodore by TS for insurance sales. These conflicts of interest were also never disclosed to the Beneficiaries and Interested Parties.
430. That TS appointing Theodore as a Personal Representative or Successor Trustee and assigning him roles in both Estates appears invalid and conflicted. Theodore also has never been approved or filed for any such authority to act in any capacity with this Court or taken oath. That Theodore acting in this capacity is wholly contrary to the wishes, desires and terms under the Wills and Trusts of Simon.
431. That despite Theodore's total lack of beneficial interest in the Estates, the anointment of him by TS in such capacity appears to be conflicted in light of their other undisclosed

conflicts, which may have been the reason for TS choosing Theodore in these capacities. This opportunity given to Theodore allows for self-dealing in conflict with the Estates and Beneficiaries, including his own children, as evidenced in the proposed SAMR scheme, the Stansbury Lawsuit and more.

432. That as of this date TS, Tescher, Spallina and Theodore, have failed to disclose their business relations together to the Beneficiaries or the Trustees.

433. That it appears that Spallina was a very good friend and very close business associate of Theodore and despite knowing that Simon had wanted Theodore to have no involvement in the administration of the Estates and inheritances of others he instead gives him total and absolute control and works together with him against the interest of Petitioner, Jill and Lisa.

434. That since acting as Personal Representative Spallina has gone wholly against the desires and wishes of Simon and Shirley in a multiplicity of ways. Since Simon's passing both Spallina and Theodore have acted to hurt those Simon and Shirley loved and adorned, including but not limited to, Puccio, Walker, Banks, S. Banks, Petitioner's family, Lisa and Jill and their children and others. That Spallina acting mostly with Theodore have acted together to,

i. threaten and throw out on the street Simon's companion and girlfriend Puccio on the night Simon passed, deny her access to personal effects for some time until she contacted the PD, threaten her with a murder investigation if she did not abandon her claim against the Estates and scared her from attending the funeral and more,
ii. shut down business ventures with S. Banks and Telenet destroying Simon's close personal friends and leaving them saddled with large debts incurred,
iii. fired and gave no benefits to Simon's long time personal business secretary Banks leaving her unemployed overnight,
iv. fired and gave no benefits to Walker, Shirley's and then Simon's personal assistant leaving her unemployed overnight,
v. have shut down Beneficiaries of virtually all documents necessary to evaluate their claims, denied them to any rights of their, inheritances and treated Beneficiaries unfairly and unjustly through a pattern and practice of lies and deceit and alleged criminal acts.

435. That it appears that TS, Tescher and Spallina have been working exclusively with Theodore, Pamela and David and sharing information and documents with them to make all kinds of decisions and craft new documents converting monies to themselves outside the Estates and rightful Beneficiaries and all the while denying Lisa, Jill, Petitioner and Petitioner's counsel even the basic necessary documents, inventories, etc. to assess their interests for themselves and as Trustees of the Beneficiaries, all contrary, and in fact, wholly opposite of the intents and desires of Simon and Shirley and their contractual

Estates Plans. Where it appears further, through Forgery and Fraud that Spallina is working in adverse interests to the Beneficiaries with bad intent that compel him to create a Fraud on this Court through alleged Felonious acts utilizing Fraudulent documents and all it appears to the benefit of mainly Theodore, who was cut out of the Estates.

436. That Petitioner again begs the Court take pause and understand that under the circumstances expressed herein everybody's lives changed when these inventions were discovered, then again when these crimes were discovered and exposed and then again when a Car Bomb went off and now when they have learned they are "targets" having their lives and privacy wholly violated with no protections and well, Petitioner casts no stones in judging anyone without fully understanding these unique situations. For example, it may appear that Theodore or Pamela are the cause of certain activities alleged herein and they may in fact be but the question is what has motivated them, are there guns to their heads or to their children's heads, have they been threatened or extorted or bribed for misdeeds and then ask what you and your family would do under similar circumstances. Then, finally, look at who has caused these stressors on so many innocent lives, the RICO defendants again and again, where yes, it may at first glance appear that Simon and Shirley had messed up children or family dysfunction and they are doing things one cannot believe at first as described herein but when you add the factors described herein to any family you begin to understand that each person is scared for both their life and their families lives and these are very real events and thus may be motivation for many of the actions described herein. Again, what would you do if someone had a proverbial gun, or car bomb, to your grandchildren's head?

XX. ARGUMENTS

5. Removal of Personal Representative

i. Relevant law

733.504 Removal of personal representative; causes for removal.—A personal representative may be removed and the letters revoked for any of the following causes, and the removal shall be in addition to any penalties prescribed by law:

(1) Adjudication that the personal representative is incapacitated.
(2) Physical or mental incapacity rendering the personal representative incapable of the discharge of his or her duties.
(3) Failure to comply with any order of the court, unless the order has been superseded on appeal.

(4) Failure to account for the sale of property or to produce and exhibit the assets of the Estates when so required.
(5) Wasting or maladministration of the Estates.
(6) Failure to give bond or security for any purpose.
(7) Conviction of a felony.
(8) Insolvency of, or the appointment of a receiver or liquidator for, any corporate personal representative.
(9) Holding or acquiring conflicting or adverse interests against the Estates that will or may interfere with the administration of the Estates as a whole. This cause of removal shall not apply to the surviving spouse because of the exercise of the right to the elective share, family allowance, or exemptions, as provided elsewhere in this code.
(10) Revocation of the probate of the decedent's will that authorized or designated the appointment of the personal representative.
(11) Removal of domicile from Florida, if domicile was a requirement of initial appointment.
(12) The personal representative would not now be entitled to appointment.

Fla. Stat. ch. 733.504 authorizes the removal of a personal representative and trustee of an estate if sufficient grounds for removal are shown. *In re Estate of Moe Senz,* 417 So. 2d 325, Fla. App. LEXIS 21159 (Fla. Dist. Ct. App. 1982). In the case of *In re Estate of Moe Senz,* the Florida Court of Appeals for fourth district reversed the judgment of lower court stating that holding that there was sufficient evidence of numerous instances of mismanagement of the estate by appellees nephew and lawyer, which justified granting appellant widow and beneficiaries's petition for removal as personal representatives and trustees and the matter was remanded with directions to grant appellants' petition for removal of representative.

According to Fla. Stat. ch. 733.504(9), a personal representative may be removed for holding or acquiring conflicting or adverse interests against the estate which will adversely interfere with the administration of the estate as a whole. *In re Estate of Bell,* 573 So. 2d 57, 59, Fla. App. LEXIS 9651(Fla. Dist. Ct. App. 1990).

ii. Discussion

In this case there is clear mismanagement by Personal Representatives and they are also holding conflicting/ adverse interests against the Estates. Hence they should be removed. Moreover they have also failed to produce or exhibit assets when required to do so and submitted forged and fraudulent documents to this Court and others.

6. Personal Representatives are liable for damages and loss to Petitioner:

i. Relevant law

733.609 Improper exercise of power; breach of fiduciary duty.—

(1) A personal representative's fiduciary duty is the same as the fiduciary duty of a trustee of an express trust, and a personal representative is liable to interested persons for damage or loss resulting from the breach of this duty. In all actions for breach of fiduciary duty or challenging the exercise of or failure to exercise a personal representative's powers, the court shall award taxable costs as in chancery actions, including attorney's fees.

(2) When awarding taxable costs, including attorney's fees, under this section, the court in its discretion may direct payment from a party's interest, if any, in the Estates or enter a judgment which may be satisfied from other property of the party, or both.

(3) This section shall apply to all proceedings commenced hereunder after the effective date, without regard to the date of the decedent's death.

If the exercise of power concerning the estate is improper or in bad faith, the personal representative is liable to interested persons for damage or loss resulting from a breach of his fiduciary duty to the same extent as a trustee of an express trust. In all actions challenging the proper exercise of a personal representative's powers, the court shall award taxable costs as in chancery actions, including attorney's fees. Fla. Stat. ch. 733.609(1993). *Landon v. Isler,* 681 So. 2d 755, *756, Fla. App. LEXIS 9138 (Fla. Dist. Ct. App. 1996)

If the personal representative breaches his fiduciary duty, he may be liable to the interested persons for damage or loss resulting from that breach. *McDonald v. Mauriello (In re Estate of Wejanowski),* 920 So. 2d 190, *191, Fla. App. LEXIS 1804 (Fla. Dist. Ct. App. 2006).

Under Florida law, an estate's personal representative has the same fiduciary duty as a trustee of an express trust. *See* Fla. Stat. § 733.609(1). That standard is one of reasonable care and caution. *See* Fla. Stat. § 518.11(1)(a) (referenced by Fla. Stat. § 737.302); *see also State v. Lahurd,* 632 So. 2d 1101, 1104 (Fla. Dist. Ct. App. 1994); *Estate of Rosenthal,* 189 So. 2d 507, 508 (Fla. Dist. Ct. App. 1966).

ii. Discussion

In this case the Personal Representatives have breached their fiduciary duty by exercising their power concerning the Estates in improper manner and in bad faith. Hence, they are liable to interested persons for damage or loss resulting from a Breach of his Fiduciary Duty and the Court has to award taxable costs including attorney's fees and other costs.

7. **Will of Simon is void as it was procured by fraud, duress and undue influence. The portion of the Amended Trust procured by fraud is void. The Estate of Shirley was improperly closed due to forgery and fraud in the Waivers.**

    i. **Relevant law**

732.5165 Effect of fraud, duress, mistake, and undue influence.—A will is void if the execution is procured by fraud, duress, mistake, or undue influence. Any part of the will is void if so procured, but the remainder of the will not so procured shall be valid if it is not invalid for other reasons. If the revocation of a will, or any part thereof, is procured by fraud, duress, mistake, or undue influence, such revocation is void.

Fla. Stat. ch. 732.5165 (1995) provides that a will is void if the execution is procured by fraud, duress, mistake, or undue influence. Any part of the will is void if so procured, but the remainder of the will not so procured shall be valid if it is not invalid for other reasons. *Am. Red Cross v. Estate of Haynsworth,* 708 So. 2d 602, Fla. App. LEXIS 1361(Fla. Dist. Ct. App. 1998). In the case of *Id.*, *Am. Red Cross v. Estate of Haynsworth* the court held that the order admitting the later written will into probate should be vacated and the earlier written will should be admitted. Niece, as proponent for the later written will, failed to meet her burden of establishing, by competent and substantive evidence, that decedent was competent at the time he executed the later written will.

In order to constitute a sound disposing mind, a testator must not only be able to understand that he is by his will giving the whole of his property to one object of his regard, but that he must also have capacity to comprehend the extent of his property. *Id., Am. Red Cross v. Estate of Haynsworth.*

In *id Am. Red Cross v. Estate of Haynsworth* a personal representative was beneficiary, had confidential relationship with testator, and failed to prove she was not active in procuring will, she did not show that presumption of undue influence had not arisen. Therefore, contestant's petition to revoke probate under § 732.5165, Fla. Stat., should not have been dismissed on summary judgment.

A will--or a portion thereof--procured by undue influence is void. § 732.5165, Fla. Stat. (2005). Undue influence comprehends overpersuasion, coercion, or force that destroys or hampers the free agency and will power of the testator. *RBC Ministries v. Tompkins,* 974 So. 2d 569, *571, Fla. App. LEXIS 2029 (Fla. Dist. Ct. App. 2008), If a substantial beneficiary under a will occupies a confidential relationship with the testator and is active in procuring the contested will, the presumption of undue influence arises. The Florida Supreme Court has provided the following nonexclusive list of criteria which are relevant to determining whether a beneficiary has been active in procuring a will: (a) presence of the beneficiary at the execution of the will; (b) presence of the beneficiary on those occasions when the testator expressed a desire to make a will; (c) recommendation by the beneficiary of an attorney to draw the will; (d) knowledge of the contents of the will by the beneficiary prior to execution; (e) giving of instructions on preparation of the will by the beneficiary to the attorney drawing the will; (f) securing of witnesses to the will by the beneficiary; and (g) safekeeping of the will by the beneficiary subsequent to execution. Will contestants are not required to prove all the listed criteria to show active procurement. Indeed, it will be the rare case in which all the criteria will be present. *Id RBC Ministries v. Tompkins,*

The rebuttable presumption of undue influence implements public policy against abuse of fiduciary or confidential relationships and is therefore a presumption shifting the burden of proof. § 733.107(2), Fla. Stat. (2005). Such a presumption affecting the burden of proof--as distinct from a presumption affecting the burden of producing evidence--imposes upon the party against whom it operates the burden of proof concerning the nonexistence of the presumed fact. § 90.302(2), Fla. Stat. (2005). Accordingly, once a will contestant establishes the existence of the basis for the rebuttable presumption of undue influence, the burden of proof shifts to the proponent of the will to establish by a preponderance of the evidence the nonexistence of undue influence. *Id RBC Ministries v. Tompkins*

Once the presumption of undue influence arises, the issue cannot be determined in a summary judgment proceeding. A summary judgment cannot be entered in favor of one who has the burden of overcoming the presumption of undue influence for such proceeding does not afford the contesting party the right of cross-examination and an opportunity to present rebuttal testimony. Instead, the proponent of the contested will must come forward with a reasonable explanation of his active role in the decedent's affairs, and the trial court is left to decide the case in accordance with the greater weight of the evidence. *Id RBC Ministries v. Tompkins*

ii. Discussion

In this case the near deathbed Will and alleged 2012 Amended Trust by Simon has been procured by fraud, duress and undue influence. Obtained when Simon was in bad health and heavily medicated and was not competent to execute the Will or Trusts. Hence they are void. No evidence has been produced to show that alleged 2012 Amended Trust was procured without undue influence. Hence it cannot be accepted. The portion of trust that was obtained by fraud is void. In this case Theodore who is not the beneficiary under a will for reason that place him with adverse interests to the Beneficiaries is active in procuring the contested will, the presumption of undue influence arises and the burden of proof shifts to him to establish by a preponderance of the evidence the nonexistence of undue influence. In absence of such evidence the Will and Trust executed by Simon is void.

8. To construe this Pro Se motion liberally:

i. Relevant Law:

Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch.20, 1789 states that:
"Pleadings of the Plaintiff SHALL NOT BE dismissed for lack of form or failure of process. All the pleadings are as any reasonable man/woman would understand, and:

"'And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courtsively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)"'

Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings. *Plaskey v CIA*, 953 F .2nd 25

It is settled law that the allegations of such a complaint, "however inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see *Haines v. Kerner,* 404 U.S. 519, 520 (1972). See also *Maclin v. Paulson,* 627 F.2d 83, 86 (CA7 1980); *French v. Heyne,* 547 F.2d 994, 996 (CA7 1976); *Estelle v. Gamble,* 429 U.S.97, 106 (1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. *Haines,* supra, at 520-521. And, of course, the allegations of the complaint are generally taken as true for purposes of a motion to dismiss. *Cruz v. Beto,* 405 U.S. 319, 322 (1972).

Recognizing that transsubstantive pleading standards do not sufficiently account for the capability differential between represented and unrepresented litigants, the Supreme Court fashioned a rule of special solicitude for pro se pleadings. See Robert Bacharach & Lyn Entzeroth, Judicial Advocacy in Pro Se Litigation: A Return to Neutrality, 42 IND. L.REV. 19, 22-26 (2009)

The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of Conley v. Gibson's undemanding "no set of facts" standard. See *Conley v. Gibson,* 355 U.S. 41, 45-46 (1957) "[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.", abrogated by *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See *Christopher M. Fairman,* The Myth of Notice Pleading, 45 ARIZ. L. REV. 987, 990 (2003).

ii. <u>Discussion:</u>

In this action, the Petitioner appears Pro se. Hence, this motion should be construed liberally. It should not be dismissed for failure to state a claim. It should be decided on true merit, rather than pleading. Pro se Petitioner is afraid for the life of his family and his extended families lives based on the evidences herein exhibited, hurried due to sales of assets without notices, etc. and files this unable to retain personal counsel timely and seeks leave to amend this Petition when proper counsel can be obtained.

XXI. CONCLUSION

For the reasons set forth in detail herein, Petitioner respectfully requests that this Court, in the interest of Justice to remove the Personal Representatives, to direct Personal Representatives pay for damages and loss to Petitioner, to declare Will of Simon void as it was procured by fraud, duress and undue influence and also the portion of amended trust procured by fraud as void, to construe this motion and pleading of Petitioner liberally as being filed Pro Se and to grant reliefs claimed below and such other reliefs as this Court deems fit.

XXII. PRAYER FOR RELIEF

WHEREFORE,

Petitioner respectfully requests that this Court:

1. Determine who should pay legal and other related costs for Petitioner and Petitioner's children. That the lack of duty and care to the Beneficiaries and the procuring of Forged and Felonious documentation to this Court by TS, Spallina and Tescher, now demand legal counsel be retained by the Beneficiaries to evaluate these problems that are wholly caused by violations of Fiduciary Responsibilities and Law. That Tripp Scott's bill thus far for Petitioner's children, Exhibit 31 – Tripp Scott Bill is already approximately USD $10,000.00 and most of this expense has been trying to get TS to turn over the documents to beneficiaries and examine the effects of TS's document forgeries, etc. on the beneficiaries.
2. Determine who should pay for Petitioner's personal representation, where initially he was claimed not to be a Beneficiary by TS and Spallina under the Estates. That this counsel is necessary in part in order to analyze the new proposed Beneficial interests under the SAMR that conflict Petitioner with his children. That a whopping retainer of USD $25,000.00 has been asked by one Attorney at Law contacted to handle Simon's estate and another USD $25,000.00 for Shirley's due the complexities already caused by TS's failures and more, see Exhibit 32 – Legal Service Retainer Letter. Over a dozen other law firms and Attorneys at Law have refused to take the case in entirety, possibly for reasons already discussed herein relating to the Iviewit and Anderson federal lawsuits and the blocks on Petitioner's right to due process and coordinated efforts to preclude him from obtaining counsel by those in charge of Disciplinary Regulation in the states of Florida, New York and Virginia, as now new evidence further confirms.
3. Determine emergency distributions to Beneficiaries and Petitioner for support as NO distributions of the Estates has been made and Petitioner believes that TS has purposely and with scienter caused these hardships on Petitioner for purposes already described herein.

4. Determine why monies from Petitioner's children's education trust funds are being depleted by TS, where monies to provide for Petitioner's family were provided for in the trusts of the grandchildren of Simon and Shirley upon their deaths to be used instead and determine if those monies should be paid back to those trusts. That TS has forced the children to expend their school fund trust accounts to maintain the costs of the home they live in and purchased and other expenses of Petitioner and his family that were being paid for through other means prior to Simon's death through a non-trust account at Legacy Bank of Florida. That Simon was paying for the home bills of the Petitioner and Candice Children's home through funding the AIA, already established trusts and other means and TS has failed to establish even the trusts that were to be created under the alleged 2012 Amended Trust in the Estates that were to be funded by estate assets in order to continue these ongoing costs of living for Petitioner's family without disruption, as was the intent of Simon and Shirley. That TS advised Craig at Oppenheimer to take funds from the children's school trusts, which Petitioner did not know were trust funds set aside for their lower and high school tuitions and use those monies to cover the home expenses Simon and Shirley had been paying for several years out of other accounts. That on April 12, 2013 TS and Spallina advised Petitioner that the monies taken from the trusts since Simon's passing and used for home and school expenses of the children, was taxable to Petitioner.
5. This Court demand that TS turn over paperwork on a gift to Simon's grandson Joshua. Spallina refuses to release a birthday gift, a 2013 Kia paid for in full, given to Petitioner's son Joshua from his grandfather Simon. This gift was transacted to Joshua two weeks before Simon's passing on August 27, 2012 at Joshua's birthday party at Simon's home as he had just got his driver's license. Despite full knowledge of this gift TS refuses to release the paperwork necessary to renew the registration properly in Joshua's name as was intended by Simon and which was being processed by Simon prior to his death. The car has remained in Joshua's possession for seven months unable to be driven due to the inability to properly register the car due to Spallina's lack of care and duty and suppression of the title from the proper owner, Joshua.
6. This Court immediately remove TS, Spallina, Tescher, Theodore, Pamela and David from all fiduciary responsibilities in all capacities until this Court and criminal authorities can assess the forged and fraudulent documents submitted to this Court and other alleged crimes committed by TS that constitute a Fraud on the Court and Fraud on the Beneficiaries, etc. and disqualify those involved instantly from any of the Estates matters.
7. This Court has legal obligations to report the alleged FELONY misconduct evidenced herein of forgery and fraudulent documents to the proper authorities and is also bound under Judicial and Legal Cannons to so report any alleged misconduct by another Attorney at Law to proper criminal authorities and state bar associations.



8. This court removes Theodore from any and all involvement in the handling of the Estates assets and acting in any capacity and demand records regarding any all activities to date. That Theodore does not have standing or a basis in the Estates for the following reasons,

    i. he has been wholly excluded under the estates of both Simon and Shirley due to gifts during their lifetime and therefore has no beneficial interest in the Estates,
    ii. he has conflicting interests as Trustee for his children's trusts under the Estates,
    iii. he now has a possible beneficial interest in the SAMR that conflicts with the Beneficiaries of the Estates,
    iv. he has a conflicting interest with the Beneficiaries of the Estates involving the outcome of the Stansbury lawsuit as he is the central defendant and has considerable personal risks,
    v. this Court has not approved Theodore as a Personal Representative, nor has he submitted any papers to the Court to be appointed in this or any role,
    vi. any appointment by TS of Theodore is conflicted due to, Tescher and Spallina's undisclosed Board position with Theodore's company, their undisclosed ongoing business relationships and such conflicts would not be waived by Petitioner if they had been disclosed.

9. This Court demand a full accounting of the Estates, including all business and personal records, all interests of Simon and Shirley, including any jewelry, art, businesses, etc. that Theodore or anyone is in possession of or has removed from the Estates without proper authority or accounting. That these assets be fully accounted for, frozen and turned over to this Court until new counsel can be appointed to represent the Estates and Beneficiaries.
10. This Court issue an order to have the Estate advance the costs of school and monthly living expenses for Petitioner from assets of the Estate and further grant declaratory judgment that the Balloon Mortgage on the home of Petitioner's children at 2753 NW 34th Street, Boca Raton, FL 33434 be rendered unenforceable.
11. This Court may Issue and Order for relief under RULE 5.407. PROCEEDINGS TO DETERMINE FAMILY ALLOWANCE for $100,000 annually to be divided equally amongst Petitioner and Candice Bernstein based upon the AIA and additional funds for their children that were being provided monthly over several years, after review by this Court of what Simon had been paying in expenses in total for the survival of Petitioner and his family under the set of circumstances described herein regarding the RICO lawsuit, car bombs, etc...
12. This Court is petitioned herein for immediate Interim Judicial Review.
13. This Court halt any sales, pending sales or listings of any of the Estates assets until the true and proper beneficiaries are ascertained and retrieve any items that may have been sold. That Petitioner has been informed that properties are being sold behind his back by Theodore, Pamela and Spallina and without notifying other Beneficiaries properly of the

sales, prices, etc. and where Petitioner expressly noted Spallina to not take any actions without notice to Petitioner and Petitioner's children's counsel Tripp Scott.

14. This Court secure all documents prepared by TS, Spallina, Tescher, Proskauer Rose, Foley & Lardner/Hopkins Sutter, Gerald R. Lewin, Goldstein Lewin/ CBIZ MHM, LLC, Pamela, David, David B. Simon Law Firm, Stansbury and Theodore filed in the Estates or any other documents in their possession regarding Simon and Shirley, which all should now be analyzed and verified for further evidence of fraud, forgery and false and deficient notarizations or any other improper markings, etc.
15. This Court secure all records of all notaries to determine possible other fraud in the Estates. That the employers of all notaries' records also be obtained to determine evidence of validity, as these employers are alleged to have employed the notaries and supervised them in the alleged unlawful acts.
16. This Court should demand all Simon and Shirley's insurance records from any carrier in the last 10 years, including but not limited to, insurance trusts, life policies, disability policies, homeowners policies, etc. and demand them sent to this Court, as Tripp Scott and Petitioner have been unable to obtain copies from any of the parties that maintain or maintained these records, after repeated requests.
17. This Court should demand the law firms Proskauer, Foley and GT's records regarding the Estates or any records pertaining to Petitioner, Simon and Shirley, Iviewit and any other party named herein that they have records on concerning the Estates and that these documents be immediately turned over to this Court for analysis of further probable fraud, forgery and more and for furtherance to the proper criminal authorities for investigations.
18. This Court should demand the accounting firm of Goldstein Lewin produce all records regarding the Estates or any records pertaining to Petitioner, Simon, Shirley and Iviewit and any other person or company named herein they have records of and that these documents be immediately turned over to this Court for analysis of further probable fraud, forgery and more.
19. This Court needs to determine if the Estates of Simon and Shirley will remain as they were prior to the deathbed alleged 2012 Amended Trust changes and 2012 Will of Simon both that were executed only weeks before Simon passed away, under extreme duress and major medical health problems affecting his psychological stability and further executed with documents which were not properly signed or completed lawfully and rule whether these new documents, including those already evidenced herein as Fraudulent and Forged, fail. If they fail, this Court must then decide if the Estates revert to the prior established 2008 Trust documents that Simon and Shirley finalized together and that were in place for years before the near deathbed changes or what will happen. These decisions of this Court will now materially affect who the Beneficiaries, Trustees, Personal Representatives, etc. actually are and what interests they have and without such rulings these Estates cannot be further adjudicated properly and have put several of the Beneficiaries lives into crisis.

20. Petitioner seeks leave to Amend this Pro Se Petition once it can be determined by this Court the effect of these alleged crimes and who therefore should pay these legal and other costs now involved to address the issues of alleged Fraud on the Court, Fraud in the estates of both Simon and Shirley, Forgery, Failure of Fiduciary responsibilities by Personal Representatives to allegedly commit felony criminal acts and if Criminal Prosecutors will simultaneously be forged into the proceedings by an order of this Court.
21. This Petition was filed under tremendous stress and while Petitioner is undergoing a several year Facial Reconstruction requiring medications, in order to notify this Court instantly of the alleged crimes discovered and how they may relate to the alleged murder of Simon and perhaps Shirley and to cease alleged crimes taking place real time and have this Court take instant actions to cease the alleged unlawful activities ongoing and notify all proper criminal authorities of the Fraud on this Court, Forgery, Fraud, Theft, Alleged Murder and more.
22. This Court rule to reimburse ALL costs incurred by any Interested Party or Beneficiary or Trustee, etc., after the Court rules on just who the exact beneficiaries are to be. As resolving these legal problems that are due to violations of fiduciary duties in handling the Estates and alleged Fraud and Forgery and more should neither be burdened to the Estates, the Beneficiaries, Interested Parties or Trustees and instead should be demanded by this Court to be paid entirely by TS, Tescher, Spallina and Theodore and any others this Court deems culpable.
23. That this Court should have those responsible for these document defects and crimes put up bonds or any other relief this Court may find applicable to cover these resulting costs in advance and to secure that these monies are covered for future anticipated costs of correcting all deficiencies and losses of any sort caused by their unlawful actions by all responsible parties.
24. Under RULE 5.160. PRODUCTION OF ASSETS due to the alleged unlawful activity alleged and evidenced herein, the Court should require all Personal Representative, including Theodore Bernstein who is acting as a Personal Representative and Successor Trustee without Court approval, produce satisfactory evidence that the assets of the Estates are in the possession or under the control of the Personal Representatives and Successor Trustee and order production of the assets in the manner and for the purposes directed by the Court.
25. Under RULE 5.230. COMMISSION TO PROVE WILL, due to the problems with the Will of Simon Bernstein evidenced herein and the inclusion of the Will Exhibit with no reference thereunder, Petitioner petitions the Court to appoint a commissioner to take the oath of any person qualified to prove the wills of Simon and Shirley under Florida law.
26. Under RULE 5.235. ISSUANCE OF LETTERS, BOND, due to the problems with the documentation in the Estates and unlawful activities alleged and evidenced herein, Petitioner requests the Court consider requiring the Personal Representatives to give bond to require additional surety great enough to cover all potential losses to the

Beneficiaries. Losses could be claimed to be approximately $20,000,000.00 or more by each beneficiary.

27. Under RULE 5.310. DISQUALIFICATION OF PERSONAL REPRESENTATIVE; NOTIFICATION, since Theodore Bernstein, TS, Donald Tescher and Robert Spallina all appear to be acting Personal Representatives who were not qualified to act at the time of appointment and whose appointments were made through Fraudulent and Forged and incomplete documentation submitted to this Court and Petitioner and other, as described herein, Petitioner believes none of them would be qualified for appointment at that time, this time or any time.
28. That Petitioner files and serves herein on all parties this notice describing why these Personal Representatives should be removed due to the alleged unlawful acts and violations of fiduciary responsibilities evidenced herein, which show that Theodore Bernstein, Robert Spallina, Donald Tescher and TS were not qualified at the time of appointment to be Personal Representatives for the Estates. For the reasons already stated herein these Personal Representatives would not be qualified for appointment if application for appointment were again made based on the facts contained herein. That the Court should instantly remove and replace these Personal Representations and grant Petitioner any monetary and injunctive relief this Court deems just.
29. This Court should sanction and report to the appropriate Federal and State Criminal authorities and attorney regulatory agencies all those this Court finds to have acted in concert unlawfully and in violation of, fiduciary responsibilities, attorney conduct codes, public office rules and regulations (TS, Spallina and Tescher as Officers of this Court) and State and Federal law.
30. Under RULE 5.320. OATH OF PERSONAL REPRESENTATIVE, the Court should note that at no time before the granting of letters of administration, did Theodore, one of the "acting" Personal Representatives/Successor Trustee in the Estates, file an oath to faithfully administer the estate of the decedents with this Court or to the Beneficiaries or their Trustees and this Court should take all steps necessary to remedy this failure, including but not limited to making null and void any actions of Theodore as Successor Trustee in Shirley's closed estate, or Personal Representative/Successor Trustee in Simon's estate and any other relief this Court sees fit.
31. Under RULE 5.340. INVENTORY, the Personal Representatives Tescher and Spallina have failed to serve a copy of the inventory and all supplemental and amended inventories to each heir at law, each residuary beneficiary and did not serve a copy to Petitioner who requested it both orally and in writing for the Estates and as Guardian and Trustee for his children and therefore this Court should take appropriate actions for this violation and demand all inventories prepared by TS, Goldstein Lewin/CBIZ MHM, LLC, Theodore or any other party that has made or maintains an inventory of any assets of the Estates, be instantly turned over to this Court. That all inventories submitted to this Court

or any party that may be sealed or marked confidential in any way in the Estates be turned over to Petitioner and Petitioner's children's counsel Tripp Scott.

32. There is an inventory for the personal property of Simon and Shirley that was submitted by Theodore to Pamela, Jill, Lisa and Petitioner, whereby Theodore was acting in an unauthorized capacity as a Personal Representative to be handling the inventory. That this inventory was not verified by the Personal Representatives, Tescher and Spallina that were supposedly designated by Simon in the alleged 2012 Amended Trust and therefore this Court should take appropriate actions for this failure of the Personal Representatives to verify this inventory and discard the inventory by Theodore and have these items re-evaluated by a new firm and new Personal Representative(s).
33. That there is an inventory list and insurance policies for Jewelry and Jewelry that was removed from the Estates by Pamela, Jill and Lisa and these properties and inventories should be immediately secured by this Court from any parties in possession of them and all assets returned to the Court for proper distribution to the proper Beneficiaries.
34. That this Court should consider disregarding all estate planning instruments, trusts, wills, etc. that were prepared after the 2008 Wills and Trusts that Simon and Shirley did together that were long standing estate plans and the Beneficiaries and other Interested Parties of that 2008 plan should remain in force, unless other evidence of Fraud or Forgery or more is found in those documents that necessitate changes.

9. FLORIDA ESTATE RULES RELIEFS

35. Under RULE 5.341. ESTATE INFORMATION, the Personal Representatives Tescher, Spallina and Theodore have failed on reasonable and numerous requests in writing, to provide interested persons, including but not limited to, Petitioner and Petitioner's children's counsel information about the Estates and its administration and therefore this Court should take all actions necessary to rectify this violation and force them to immediately turn over all records in the Estates of Simon and Shirley and all of their records regarding any party named herein, in entirety, to review by this Court and Petitioner for further evidence of fraud, theft and forgery and more.
36. Under RULE 5.341. ESTATE INFORMATION, records this Court should demand and tender to Petitioner and Petitioner's children's counsel, include but are not limited to,

1. 1995 Simon Bernstein Irrevocable Insurance Trust
2. 2008 Trust of Simon
3. Full documentation for Proskauer Rose's Will Exhibit in the Will of Simon and all estate work Proskauer has for Simon and Shirley their children and grandchildren and Petitioner and Candice and their children and grandchildren
4. All trusts created by any party named herein for the Beneficiaries, children or grandchildren of the decedents Simon and Shirley.

5. All records for both Estates, including but not limited to, banking, investment, business, accounting, real estate, transfers, titles, deeds, insurance, IRA's, pensions, retirement plans and any other records necessary to ascertain the assets in the Estates.
6. All investment account records from Stanford, JP Morgan and Oppenheimer and any banking accounts or other asset accounts.
7. All medical records of Simon and Shirley from all doctors involved in their care for the years 2007-2012.
8. All post mortem medical records, coroner records and hospital records.
9. SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
10. SIMON L BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008
11. MARITAL TRUST and FAMILY TRUST created by SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008,
12. SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees and ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008,
13. SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI FAMILY TRUST dated May 20, 2008,
14. SIMON L.BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008,
15. DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006
16. JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006
17. JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006
18. Case: 502010CP003127XXXXSB IN RE JULIA IANTONI IRREVOCABLE TRUST DTD 09/07/06 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L
19. Case: 502010CP003123XXXXSB INRE DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L
20. Case: 502010CP003124XXXXSB INRE CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L
21. Case: 502010CP003125XXXXSB INRE JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L
22. Case: 502010CP003126XXXXSB INRE MAX FRIEDSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L
23. Case: 502010CP003128XXXXSB INRE JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381 ATTORNEY SPALLINA, ROBERT L



DOCUMENTS ALREADY REQUESTED BY TRIPP SCOTT IN THREE LETTERS ATTACHED ALREADY HEREIN AS EXHIBIT

24. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein, whether qualified or contingent.
25. Copies of all estate planning documents including all Wills and Trusts that the children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent.
26. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein.
27. Estate Accounting for Shirley Bernstein.
28. Estate Accounting for Simon Bernstein.
29. Trust Accountings for any Trusts that Petitioner, his spouse, or his children are a beneficiary, whether qualified or contingent.
30. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein.
31. Copy of the Inventory filed in the Estate of Shirley Bernstein.
32. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court.
33. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?
34. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles.
35. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein.
36. Documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements.
37. Status of the ongoing litigation involving Stanford.
38. Status of the Iliewit [Iviewit] company stock. Were the issues with Gerald Lewin resolved?
39. Status of the funding of Telenet Company and Candice's employment with Telenet and monies owed to Eliot Bernstein.
40. Any information you have with regards to the, grade school, middle school, high school and college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.
41. A copy of Simon Bernstein's Trust and accounting.
42. A copy of Shirley Bernstein's Trust and accounting.
43. A copy of Bernstein Family LLC's Trust.

44. A copy of Bernstein Holdings and Family Corporation.
45. Objections to claims filed in Estate of Simon Bernstein.
46. Exempt Property Petition filed.
47. Personal Property Inventory for Estate of Simon and Shirley Bernstein,
48. Status of the ongoing litigation involving the Estate Substitution in Stanford - Case status and attorney handling.
49. Limited Power of Appointment executed by Simon.
50. Inventory for Shirley Bernstein.
51. Inventory for Simon Bernstein.
52. LIC Holdings corporate Documents.
53. Mortgage documents relating to Eliot's children's home and documents pertaining to first mortgage.
54. Accounting of each child's Trust.

37. Under RULE 5.350. CONTINUANCE OF UNINCORPORATED BUSINESS OR VENTURE, Petitioner requests this Court for an order regarding the operation of, accounting for, and termination of any and all unincorporated businesses and ventures in regards to Simon and Shirley's interests in business ventures, including but not limited to,

1. Bernstein Simon and Shirley – A company in Boca Raton, FL.
2. LIC Holdings, Inc.
3. Life Insurance Concepts Inc.
4. Life Insurance Connection Inc.
5. Life Insurance Innovations, Inc.
6. Arbitrage International Management LLC
7. Arbitrage International Marketing, Inc.
8. Arbitrage International Holdings, LLC
9. Bernstein Holdings, LLC
10. Bernstein Family Investments, Lllp
11. Bernstein Family Realty LLC
12. Shirley Bernstein Family Foundation Inc.
13. Cambridge Financing Company
14. Cambridge Companies
15. TSB Holdings, LLC
16. Total Brokerage Solutions LLC
17. National Service Corporation
18. National Service Association, Inc.
19. S.T.P. Enterprises
20. ALPS
21. SB Lexington

22. NSA, Inc.
23. National Service Association, Inc.
24. Arbitrage International Management LLC
25. Arbitrage International Marketing, Inc.
26. Syracuse Partners Incorporated
27. Bernstein & Associates, Inc.
28. Cambridge Associates Of Indiana, Inc.
29. Telenet Systems, LLC
30. Telenet Systems, Inc.
31. I.C., Inc.
32. Iviewit Holdings, Inc. – DL
33. Iviewit Holdings, Inc. – DL (yes, two identically named)
34. Iviewit Holdings, Inc. – FL (yes, three identically named)
35. Iviewit Technologies, Inc. – DL
36. Uviewit Holdings, Inc. - DL
37. Uview.com, Inc. – DL
38. Iviewit.com, Inc. – FL
39. Iviewit.com, Inc. – DL
40. I.C., Inc. – FL
41. Iviewit.com LLC – DL
42. Iviewit LLC – DL
43. Iviewit Corporation – FL
44. Iviewit, Inc. – FL
45. Iviewit, Inc. – DL
46. Iviewit Corporation
47. and all other businesses that Simon and Shirley have or had any interest in or that are part of any Estates assets or records.

38. Under RULE 5.370. SALES OF REAL PROPERTY WHERE NO POWER CONFERRED, the Personal Representatives Tescher and Spallina and the unauthorized Personal Representative Theodore have not followed this rule in listing and attempting to sell real property proposed to be sold and where authorization and confirmation of the sale of real or any property is now required as it is unknown if any Trust provisions negating such notice are valid until further review by this Court, as the Personal Representatives have failed to file a verified petition setting forth the reasons for the sales, a description of the real property sold or proposed to be sold, and the price and terms of the sale and may be acting in unauthorized capacities gained through forged and fraudulent documents and self-dealings may be taking place with adverse effect to the Beneficiaries and Interested Parties.

39. Under RULE 5.385. DETERMINATION OF BENEFICIARIES AND SHARES, Petitioner being an interested person remains in doubt and further is unable to determine with certainty the true and proper Beneficiaries entitled to the Estates for the reasons set forth already herein and the shares due any Beneficiaries of the Estates and the Beneficiaries entitled to all assets and interests in the Estates. Therefore, Petitioner petitions this court to determine the true and proper Beneficiaries in the Estates and what documents govern the administration, as it is wholly unclear who the Beneficiaries are to Petitioner and Petitioner's children's counsel until this Court makes determination as to what documents are valid in the Estates and determines who the Beneficiaries are and should be based on the information herein.
40. Under RULE 5.401 OBJECTIONS TO PETITION FOR DISCHARGE OR FINAL ACCOUNTING and based on the new evidence of alleged Forged and Fraudulent documents and violations of Fiduciary Duties by the Personal Representatives of the Estates, Petitioner objects to discharge and final accounting of either Simon or Shirley's estate, without the Court first ruling on this Petition and the effect these allegations and evidence will have on the outcome of the Estates.
41. Under RULE 5.404 NOTICE OF TAKING POSSESSION OF PROTECTED HOMESTEAD, the Personal Representatives failed to File Notice with the Beneficiaries that they were taking possession of what appears reasonably to be protected homesteads that were pending a determination of their homestead status. No notice of this act was given for the properties at 7020 Lions Head Lane, Boca Raton, FL 33496-5931 and 2494 S. Ocean Boulevard, Unit C5, Boca Raton, FL, 33432 and therefore there was no notice of the,

    i. legal description of the property;
    ii. statement of the limited purpose for preserving, insuring, and protecting it for the heirs or devisees pending a determination of the homestead status;
    iii. the name and address of the personal representative and the personal representative's attorney;
    iv. if known, the location, date, and time the petition to determine homestead status will be heard, and
    v. if the personal representative is in possession when the notice is filed, the date the personal representative took possession.

    Therefore there was no Service of Notice that was served in the manner provided for service of formal notice on interested persons and on any person in actual possession of the properties.

42. Under RULE 5.405. PROCEEDINGS TO DETERMINE PROTECTED HOMESTEAD REAL PROPERTY, Petitioner petitions this Court as an interested person to determine protected homestead real property owned by the decedents.
43. Under RULE 5.406. PROCEEDINGS TO DETERMINE EXEMPT PROPERTY, Petitioner petitions this Court to determine exempt property within the time allowed by law.
44. Under RULE 5.407. PROCEEDINGS TO DETERMINE FAMILY ALLOWANCE, Petitioner petitions this Court as an interested person to determine family allowance.
    i. That support was being rendered by Simon Bernstein to pay for Petitioner and his wife and children's ongoing education and living expenses, while they are in a unique position involving an ongoing RICO and ANTITRUST lawsuit with many Defendants in those desiring to cause physical, emotional and financial harm to Petitioner's family, including a Bomb that exploded in their family MiniVan in Del Ray Beach, FL.
    ii. That in order to protect Petitioner and his family, Simon and Shirley took elaborate legal steps to protect the assets in the Estates that were going to fund Petitioner and his children and where TS, Spallina, Tescher and Theodore through their unlawful actions alleged herein, attempt to defile the intricate planning steps Simon and Shirley took with Spallina to protect Petitioner and his family.
    iii. That some of this support by Simon and Shirley of Petitioner and his immediate family was contracted into in an August 15, 2007, Advancement of Inheritance Agreement ("AIA") between Petitioner and Candice and Simon and Shirley, executed by John A. Herrera, M.Acc., J.D.,LL.M., CPA of Boca Raton, FL., which provided for $100,000 year advancement of inheritance. That Spallina connived Petitioner that the monies for the AIA were coming as usual through the Legacy Bank accounts and did not notify Petitioner that he switched the payments to his children's school trust funds.
    iv. That Simon and Shirley also funded the children's school directly through other established trusts for Petitioner and his children.
    v. That Simon and Shirley paid for and renovated entirely the home that Petitioner and his family reside in, using funds from Petitioner's children's trust as evidenced already herein and additionally other monies set aside for Petitioner from the sale of a condominium at Townsend Place in Boca Raton several years earlier, whereby Simon and Shirley retained the monies from the sale of Petitioner's condominium when it sold, as Petitioner and his family were forced to flee from the property they owned and abandon it overnight to go into hiding in California and Nevada, as death threats were made upon Petitioner by a one, Brian G. Utley ("Utley"), acting on behalf of Proskauer Rose, Foley and Lardner and others, to force Petitioner not to notify authorities of the crimes discovered that are all defined in Petitioner's RICO and Antitrust action, State, Federal and International Ongoing Criminal Complaints and investigations.

45. That RICO and Antitrust lawsuit case # 1:07-cv-11196-SAS, Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al., the related Anderson case and the other cases related to Anderson all hereby be incorporated by reference in entirety herein, all pleadings, orders, etc.
46. That Petitioner and Candice and their children are interested persons in the Estates and file petition to have this Court determine family allowance so as to not force hardships, resulting from the misdeeds already described herein and other misdeeds, upon Petitioner and his family.

    i. Decedent has no surviving spouse and the decedent's lineal heirs who were being supported by the decedent and are therefore entitled to be supported by the decedent at the time of his death are,
    ii. Eliot Bernstein, son
    iii. Candice Bernstein, daughter in law
    iv. Joshua Ennio Zander Bernstein, grandson DOB 08/27/1997
    v. Jacob Noah Archie Bernstein, grandson DOB 01/01/1999
    vi. Daniel Elijsha Abe Ottomo Bernstein, grandson DOB 11/26/2002
    vii. The allowance is claimed based on the AIA and other allowances paid for by Simon and Shirley for Petitioner and his family for almost a decade prior to their deaths and set up for immediately after their deaths and the amount is to be split equally among Candice and Petitioner and/or their children.

47. Under RULE 5.440. PROCEEDINGS FOR REMOVAL OF PERSONAL REPRESENTATIVE, this Court on its own motion may instantly commence a proceeding to remove the personal representatives. The herein stated claims constitute the facts constituting the grounds upon which removal is sought.
48. This Court should demand the removed personal representatives to file an accounting within 10 days after removal.
49. Under the March 6, 2013 Florida Probate Rules 120, this Court should mandate Delivery of Records and Property by the removed personal representatives, immediately after removal or within such time prescribed by Court order, delivering to the to the successor fiduciary or this Court all of the records of the Estates and all of the properties of the Estates.
50. Under RULE 5.460. SUBSEQUENT ADMINISTRATION is sought in the Estates. The estate of Shirley appears in the Court record to be recently closed but as further administration of the estate of Shirley is now required for the reasons stated herein, including Fraud, Forgery and Revocation of Petitioner's Waiver in Shirley's estate attached herein, Petitioner petitions this Court for further administration of the estate of Shirley based on its findings in these matters and other relief this Court may deem appropriate.

51. Under Title XLII ESTATES AND TRUSTS Chapter 732 PROBATE CODE: INTESTATE SUCCESSION AND WILLS, 732.5165 that the effect of fraud, duress, mistake, and undue influence may invalidate the Will of Simon, as a will is void if the execution is procured by fraud, duress, mistake, or undue influence. That this Court now determine if any part of the will is void as so procured and if the remainder of the will not so procured shall be valid if it is not invalid for other reasons. The court must also determine if the revocation of a will, or any part thereof, is procured by fraud, duress, mistake, or undue influence, such revocation is void.
52. Under Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES 733.504 regarding removal of personal representative for cause and where the Court must determine if the Personal Representatives should be removed and the letters revoked for any of the following causes and those already evidenced and alleged herein, and the removal shall be in addition to any penalties prescribed by law:

    i. Failure to comply with any order of the court, unless the order has been superseded on appeal. Where the Court ordered that certain documents be returned to the Court by the Personal Representatives notarized and wherefore by submitting Fraudulent and Forged documents to this Court would be a failure to comply, a fraud on the Court and more.
    ii. Failure to account for the sale of property or to produce and exhibit the assets of the Estates when so required, as evidenced already herein, and whereby failing to file inventory for Simon's estate as ordered by this Court due "60 days after January 14, 2013 and where it has not been filed with the court as of May 02, 2013.
    iii. Wasting and maladministration of the Estates as evidenced already herein.
    iv. Holding or acquiring conflicting or adverse interests against the Estates that interfere with the administration of the Estates as a whole.
    v. Revocation of the probate of the decedent's will that authorized or designated the appointment of the personal representatives.
    vi. The personal representatives would not now or have ever been entitled to appointment.

53. Under Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES that this Court under 733.508 demand an accounting and discharge of removed personal representatives whereupon removal,

    i. a removed personal representative shall file and serve a final accounting of that personal representative's administration,
    ii. after determination and satisfaction of the liability, if any, of the removed personal representative and upon receipt of evidence that the Estates assets have been

delivered to the successor fiduciary, the removed personal representative shall be discharged.

54. Under Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES 733.509 this Court enter an order removing the personal representatives and have them immediately deliver all Estates assets, records, documents, papers, and other property of or concerning the Estates in the removed personal representative's possession or control to the remaining personal representative or successor fiduciary or this Court and this Court turn relevant documents over to the appropriate state and federal authorities for further investigation of alleged forgery and fraud.
55. Under Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES 733.609 Improper exercise of power; breach of fiduciary duty, the Court will note that,

    i. a personal representative's fiduciary duty is the same as the fiduciary duty of a trustee of an express trust, and a personal representative is liable to interested persons for damage or loss resulting from the breach of this duty. In all actions for breach of fiduciary duty or challenging the exercise of or failure to exercise a personal representative's powers, the court shall award taxable costs as in chancery actions, including attorney's fees.
    ii. When awarding taxable costs, including attorney's fees, under this section, the court in its discretion may direct payment from a party's interest, if any, in the Estates or enter a judgment which may be satisfied from other property of the party, or both.

56. Under Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES 733.619 Individual liability of personal representative should be considered by the Court where,

    i. a personal representative is individually liable for obligations arising from ownership or control of the Estates or for torts committed in the course of administration of the Estates if personally at fault.
    ii. claims based on contracts, except a contract for attorney's fee, entered into by a personal representative as a fiduciary, on obligations arising from ownership or control of the Estates, or on torts committed in the course of Estates administration, may be asserted against the Estates by proceeding against the personal representative in that capacity, whether or not the personal representative is individually liable.

iii. issues of liability as between the Estates and the personal representative individually may be determined in a proceeding for accounting, surcharge, or indemnification, or other appropriate proceeding.

57. Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES 733.620 Exculpation of personal representative where

(1) A term of a will relieving a personal representative of liability to a beneficiary for breach of fiduciary duty is unenforceable to the extent that the term:

(a) Relieves the personal representative of liability for breach of fiduciary duty committed in bad faith or with reckless indifference to the purposes of the will or the interests of interested persons; or

(b) Was inserted into the will as the result of an abuse by the personal representative of a fiduciary or confidential relationship with the testator.

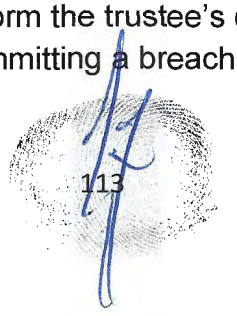
(2) An exculpatory term drafted or caused to be drafted by the personal representative is invalid as an abuse of a fiduciary or confidential relationship unless:

(a) The personal representative proves that the exculpatory term is fair under the circumstances.

(b) The term's existence and contents were adequately communicated directly to the testator or to the independent attorney of the testator. This paragraph applies only to wills created on or after July 1, 2007.

58. Under Title XLII ESTATES AND TRUSTS Chapter 736 FLORIDA TRUST CODE 736.0406 this Court must determine the effect of fraud, duress, mistake, or undue influence. If the creation, amendment, or restatement of a trust is procured by fraud, duress, mistake, or undue influence, the trust or any part so procured is void. The remainder of the trust not procured by such means is valid if the remainder is not invalid for other reasons. If the revocation of a trust, or any part thereof, is procured by fraud, duress, mistake, or undue influence, such revocation is void.
59. Under Title XLII ESTATES AND TRUSTS Chapter 736 FLORIDA TRUST CODE 736.1001 Remedies for breach of trust.— This Court should provide remedies for breaches of trust, including but not limited to,

i. violations by the trustee of a duty the trustees owe to beneficiaries
ii. to remedy a breach of trust that has occurred or may occur, the court may:
    a. Compel the trustee to perform the trustee's duties;
    b. Enjoin the trustee from committing a breach of trust;



c. Compel the trustee to redress a breach of trust by paying money or restoring property or by other means;
d. Order a trustee to account;
e. Appoint a special fiduciary to take possession of the trust property and administer the trust;
f. Suspend the trustee;
g. Remove the trustee as provided in s. 736.0706;
h. Reduce or deny compensation to the trustee and recover all compensation determined to have been fraudulently gained;
i. Subject to s. 736.1016, void an act of the trustee, impose a lien or a constructive trust on trust property, or trace trust property wrongfully disposed of and recover the property or its proceeds; or
j. Order any other appropriate relief.

As an illustration of the remedies available to the court and without limiting the court's discretion as provided in subsection (2), if a breach of trust results in the favoring of any beneficiary to the detriment of any other beneficiary or consists of an abuse of the trustee's discretion:

i. To the extent the breach of trust has resulted in no distribution to a beneficiary or a distribution that is too small, the court may require the trustee to pay from the trust to the beneficiary an amount the court determines will restore the beneficiary, in whole or in part, to his or her appropriate position.
ii. To the extent the breach of trust has resulted in a distribution to a beneficiary that is too large, the court may restore the beneficiaries, the trust, or both, in whole or in part, to their appropriate positions by requiring the trustee to withhold an amount from one or more future distributions to the beneficiary who received the distribution that was too large or by requiring that beneficiary to return some or all of the distribution to the trust.

60. Under Title XLII ESTATES AND TRUSTS Chapter 736 FLORIDA TRUST CODE 736.1002 Damages for breach of trust.— This Court must determine damages for breaches of trust where,

i. A trustee who commits a breach of trust is liable for the greater of:
   a. The amount required to restore the value of the trust property and trust distributions to what they would have been if the breach had not occurred, including lost income, capital gain, or appreciation that would have resulted from proper administration; or
   b. The profit the trustee made by reason of the breach.

ii. if more than one person, including a trustee or trustees, is liable to the beneficiaries for a breach of trust, each liable person is entitled to pro rata contribution from the other person or persons. A person is not entitled to contribution if the person committed the breach of trust in bad faith. A person who received a benefit from the breach of trust is not entitled to contribution from another person to the extent of the benefit received.

iii. in determining the pro rata shares of liable persons in the entire liability for a breach of trust:

c. Their relative degrees of fault shall be the basis for allocation of liability.
d. If equity requires, the collective liability of some as a group shall constitute a single share.
e. Principles of equity applicable to contribution generally shall apply.
f. The right of contribution shall be enforced as follows:
    1. Contribution may be enforced by separate action, whether or not judgment has been entered in an action against two or more liable persons for the same breach of trust.
    2. When a judgment has been entered in an action against two or more liable persons for the same breach of trust, contribution may be enforced in that action by judgment in favor of one judgment defendant against any other judgment defendants by motion upon notice to all parties to the action.
    3. If there is a judgment for breach of trust against the liable person seeking contribution, any separate action by that person to enforce contribution must be commenced within 1 year after the judgment has become final by lapse of time for appeal or after appellate review.

iv. If there is no judgment for the breach of trust against the liable person seeking contribution, the person's right of contribution is barred unless the person has:

a. Discharged by payment the common liability within the period of the statute of limitations applicable to the beneficiary's right of action against the liable person and the person has commenced an action for contribution within 1 year after payment, or
b. Agreed, while action is pending against the liable person, to discharge the common liability and has within 1 year after the agreement paid the liability and commenced the person's action for contribution.

v. The beneficiary's recovery of a judgment for breach of trust against one liable person does not of itself discharge other liable persons from liability for the breach of trust

unless the judgment is satisfied. The satisfaction of the judgment does not impair any right of contribution.

vi. The judgment of the court in determining the liability of several defendants to the beneficiary for breach of trust is binding upon such defendants in determining the right of such defendants to contribution.

vii. Subsection (2) applies to all causes of action for breach of trust pending on July 1, 2007, under which causes of action the right of contribution among persons jointly and severally liable is involved and to all causes of action filed after July 1, 2007.

61. Under Title XLII ESTATES AND TRUSTS Chapter 736 736.1004 Attorney's fees and costs.— That the Court,

i. In all actions for breach of fiduciary duty or challenging the exercise of, or failure to exercise, a trustee's powers; and

ii. In proceedings arising under ss. 736.0410-736.0417, the court shall award taxable costs as in chancery actions, including attorney fees and guardian ad litem fees.

iii. When awarding taxable costs under this section, including attorney fees and guardian ad litem fees, the court, in its discretion, may direct payment from a party's interest, if any, in the trust or enter a judgment that may be satisfied from other property of the party, or both.

62. Under Title XLVI CRIMES Chapter 831 FORGERY AND COUNTERFEITING 831.01Forgery.—That the Court should take appropriate actions and notify appropriate criminal authorities to take immediate actions regarding persons who falsely made, altered, forged and counterfeited a public record, notary publics in relation to a matter wherein such documents were received as a legal proof; will, testament, created with intent to injure or defraud other persons and if convicted they shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

63. Title XLVI CRIMES Chapter 831 FORGERY AND COUNTERFEITING 831.02 Uttering forged instruments.—That the Court should take appropriate actions and notify appropriate authorities that whoever uttered and published as true these false, forged and altered records to this Court and others mentioned in s. 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

i. That the Court should take appropriate actions and notify appropriate authorities that under 839.13 as Falsifying records may have occurred in the Estates and whereby if any public officer (Attorneys at Law before this Court are presumably public officers), or employee or agent of or contractor with a public agency, or any person

whatsoever, shall steal, embezzle, alter, corruptly withdraw, falsify or avoid any record, process, charter, gift, grant, conveyance, or contract, or any paper filed in any judicial proceeding in any court of this state, or shall knowingly and willfully take off, discharge or conceal any issue, forfeited recognizance, or other forfeiture, or other paper above mentioned, or shall forge, deface, or falsify any document or instrument recorded, or filed in any court, or any registry, acknowledgment, or certificate, or shall fraudulently alter, deface, or falsify any minutes, documents, books, or any proceedings whatever of or belonging to any public office within this state; or if any person shall cause or procure any of the offenses aforesaid to be committed, or be in anywise concerned therein, the person so offending shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

64. Rule 5.065 Notice of Civil Action Filed - Failure of Personal Representatives to notify interested parties of Civil Action proceedings.
65. 5.346 Fiduciary Accounting Terms - Failure of Personal Representatives to properly furnish accounting of all Personal Representatives fees, attorney fees, accountants and fiduciary accounting terms including growth of stocks and income received.
66. 5.160 Personal Representatives must prove possession of assets and failed to submit what assets the Personal Representatives are currently in possession of.
67. 5.400 Distribution of Estate - Failure to timely distribute assets of Shirley and Simon including any property or funds remaining or retained.
68. 5.403 Homestead Lien Notification - Failure to notify interested parties of liens on Homesteads.
69. 5.498 Proof of Claim Notification - Failure to notify all interested parties of claims against the Estates, for example, the Puccio documents.
70. 5.406 Exempt Property and 5.340 Failure to Provide - Failure to furnish timely inventory of assets including assets that have been taken and not returned ie jewelry.
71. 5.160 Personal Representatives Must Prove Possession of Assets - Failing to protect the Estates by not taking direct possession of assets and letting Theodore recover and remove assets from the Homestead
72. 5.404 Notice of Taking Possession of Homestead - Failure to notify interested parties that the Personal Representatives were giving possession of Homesteads to Theodore only and locking out the direct Beneficiaries and Interested Parties.
73. That this Court hereby incorporates by reference and printing each, in entirety, all URL's cited as exhibits in this Petition and print them accordingly for the record and record them in the docket as exhibits to this Petition. Where evidence tampering in Federal cases has already been evidenced herein through the legally related Anderson case and Petitioner's RICO, please note for the record the time and the date the URL record/exhibit is printed and docketed into the court record.

XXIII.EXHIBITS

EXHIBIT 1 – CORRESPONDENCES BETWEEN THEODORE, ELIOT AND SIMON BERNSTEIN

EXHIBIT 2 - EMAIL TO SPALLINA WITH UNNOTARIZED WAIVER

EXHIBIT 3 - JILL UNNOTARIZED WAIVER

EXHIBIT 4 - SHERIFF DEPARTMENT INTAKE FORM

EXHIBIT 5 - EMAILS REGARDING LOST IIT

EXHIBIT 6 - EMAILS REGARDING LOST HERITAGE POLICY

EXHIBIT 7 - SETTLEMENT AGREEMENT AND MUTUAL RELEASE (SAMR")

EXHIBIT 8 - ELIOT LETTERS REGARDING COUNSEL FOR SAMR

EXHIBIT 9 – SPALLINA LETTERS REGARDING HERITAGE POLICY BENEFICIARIES

EXHIBIT 10 – TRIPP SCOTT LETTERS TO SPALLINA FOR DOCUMENTS, ETC.

EXHIBIT 11 - TRIPP SCOTT CONFLICT LETTER

EXHIBIT 12 – WAIVERS NOT NOTARIZED

EXHIBIT 13 – THIS COURT'S MEMO TO TS

EXHIBIT 14 – WAIVERS NOTARIZED IN PAST

EXHIBIT 15 – SIMON'S WAIVER SIGNED POST MORTEM

EXHIBIT 16 - PETITIONER REVOCATION OF WAIVER

EXHIBIT 17 - SIGNATURE PAGES OF ALLEGED 2012 AMENDED TRUST

EXHIBIT 18 – SIGNATURE PAGES OF 2012 WILL OF SIMON

EXHIBIT 19 – RELEVANT PAGES OF WILL EXHIBIT

SEE EXHIBIT 20 – STANFORD TRANSFER OF FUNDS RELEASE LETTER

EXHIBIT 21 - BALLOON MORTGAGE

EXHIBIT 22 - PROMISSORY NOTE

EXHIBIT 23 - ADVANCEMENT OF INHERITANCE AGREEMENT ("AIA")

EXHIBIT 24 – WALT SAHM CARRY OVER LOAN

EXHIBIT 25 – PAMELA EMAIL'S REGARDING LOST HERITAGE POLICY

EXHIBIT 26 – PETITIONER LETTER EXCHANGE WITH TS REGARDING IVIEWIT

EXHIBIT 27 - LETTER FROM ELIOT TO SPALLINA RE IVIEWIT'S RELATION TO PROSKAUER AND LEWIN

EXHIBIT 28 – EXPOSE CORRUPT COURT ARTICLES

EXHIBIT 29 - MOTION FOR REHEARING BASED ON FRAUD ON THE COURT AND OBSTRUCTION

EXHIBIT 30 - CONFLICT OF INTEREST DISCLOSURE

EXHIBIT 31 – TRIPP SCOTT BILL

EXHIBIT 32 – LEGAL SERVICE RETAINER LETTER FOR PETITIONER REPRESENTATION PERSONALLY

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

Respectfully submitted,

Dated: May 06, 2013

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

Deceased

AND

IN RE: ESTATE OF PROBATE DIVISION

FILE NO. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN,

Deceased

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013, a copy of the attached notice of **PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE** was mailed by United States Registered or Certified Mail, return receipt requested, postage prepaid, to the entities on the attachment hereto.

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

Signed on May 06, 2013

By: _____

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

EXHIBIT 1 – CORRESPONDENCES BETWEEN THEODORE, ELIOT AND SIMON BERNSTEIN



EXHIBIT 1 – CORRESPONDENCES BETWEEN THEODORE, ELIOT AND SIMON BERNSTEIN

Simon requested that Petitioner ask his brother Theodore directly why exactly he and his family were not attending Passover at Petitioner's house with his mourning father and upon doing so this was the exchange.

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Thursday, April 05, 2012 7:25 AM
To: Ted Bernstein

Subject: passover

Ted, I am stunned by your response to Passover with your family at our house or what once was your family. Save the candy coated soliloquies of "Peaster" with the kids and their friends at your house as excuse to why you cannot make it for the holiday. Why your family is not celebrating with your father and their grandfather is what is beyond comprehension or why you did not invite dad to the now party with your kids and their friends on "Peaster" at your house. Instead of the BS, be upfront and say what your children have already said to me, that you will not be with dad with Maritza and have coalesced with your siblings and their children and thus choose not to attend and further choose not to invite dad and his girlfriend to your home based on that truth, which is steeped in insanity. I think what you're doing, along with the gang of gals is harmful and borders elder abuse and no reason can justify the flawed logic of your "tough/abusive love" strategy and the hurt you are causing your father. Somewhere in the bible, it gives out some advice of honor and respect for your father and mother and how this fits into that I have no idea, I in fact see it as wholly disrespectful, mean, it makes me want to puke. This really breaks my fucking heart, as it is not a measure to help dad, as you think harming him will help and thus it merely stands to harm. No response necessary.

From: Ted Bernstein [mailto:TBernstein@lifeinsuranceconcepts.com]
Sent: Thursday, April 05, 2012 6:14 PM
To: Eliot Ivan Bernstein

Subject: RE: passover

Eliot,

You are clearly upset about Passover this year and I am sorry for that; unfortunately, things are often not as simple as they appear. I am sure you guys will have a great holiday, especially since Dad will be with you guys. He had said that he was not going to be celebrating Passover this year.



Actually, if Candice has her vegetarian chopped liver recipe in electronic format, could you please ask her to shoot me or Deborah a copy?

Thanks...

Ted

From: Eliot Ivan Bernstein [iviewit@gmail.com]
Sent: Friday, April 06, 2012 12:59 PM
To: Ted Bernstein

Subject: RE: passover

Ted, I am mad, mad not at Passover this or next year, here or in Israel, instead I am mad at the hurt being caused to dad by his children and grandchildren. I certainly hope that by next year this whole gang up on dad and deny him his grandchildren over his girlfriend is over as it is absolute lunacy. Again, I see nothing but pain being caused to all and no chance of good from the approach for anybody and with so limited days in the looking glass it just seems like somebody needs to step up and make this cease.

From: Ted Bernstein [mailto:TBernstein@lifeinsuranceconcepts.com]
Sent: Saturday, April 07, 2012 11:45 AM
To: Eliot Ivan Bernstein

Subject: RE: passover

Eliot,

Although I normally do not like to have these discussions via email, it does seem important to say this in a way that is documented in the record. None of this is directed at any person, in particular, and can be shared with anyone you feel is necessary. What follows is simply intended to be a roadmap.

My primary family is Deborah and our four children. They come first, before anything and anyone. The family I was born into is no longer, that is just a fact, it is not a matter of opinion, it just is. That family is now made up of individuals and their families. My relationship with each individual person and their family is unique and complex, the foundation based on mutual respect. It is that plain and simple. If any party to any of those individual relationships is not okay with that, then it is likely that we will not have a strong, meaningful relationship. It is likely that we will still have a relationship however, because we are related and we will be brought together at different times, to engage in the things that people who are related engage in (weddings, bar mitzvahs, graduations, illness and death).



With respect to every member of our extended family, my friends and my associates, it is important to know that I cannot be influenced to act by guilt, force, shame, punishment or withholding of love or support. If someone does not agree with what I think or how I act, that is okay. If someone feels it is important to communicate their disagreement, that is okay, as long as it is done in a respectful and civil way. I can handle almost anything as long as it is communicated with respect. It does not mean that I will change how I think or how I act. I may, and I may not. I cannot force anyone to treat me and my family with respect. I can only choose to limit my interaction.

I try not using words like 'never' and 'always', especially when dealing with people I care for. You end up having to eat them, usually.

I do not care about what is said about me or my family, behind my back. When I hear it, and I always do because it is intended to be heard, it serves to validate the condition of that relationship. I think, if the people engaged in those discussions were more aware of how little I care, it might help them to move on to another.

I do not gang up on anyone. I do not lead campaigns or posses. I wish I were that influential, but I am not. I am not a mouthpiece or spokesperson for members of the extended family and I cannot be used to create alliances for the purpose of another's interaction with another. That has been learned behavior that I choose to not be a part of.

Speaking of choices, they have consequences and let me be the first to say to anyone listening, "do whatever the hell you want to do". Unless it is really impinging on me, I don't care what people do. I am not your judge or jury. I may not like what you do and you may not like what I do, and that is okay too. Disagreements are okay, they happen in healthy relationships. If a person cannot respectfully handle disagreements, whether it is over something benign or something intense, then it is likely going to affect how much interaction we are going to have going forward. My actions speak louder than my words.

So hopefully this is somewhat helpful in knowing my rules of engagement. They are pretty simple, I think. The best thing about them is that if someone doesn't like them, then they don't have to have a single thing to do with me or spend a nano-second of time with me. On the other hand, I think they are pretty easy to accept and very straightforward.

I will give you an example of how I see the world and all of this working into it, something that might be more on point with respect to our relationship. When you and Candice extended the Passover invitation this year, and we declined it, all that was necessary to say to us was something like this:

"We are sorry you won't be with us this year. It is always nice to celebrate holidays with you guys, the last two at your home were great. We will miss you and wish things could have worked out differently."

Pretty simple, right? If what I said above makes even a little sense, saying anything much more than that has no impact.

Ted



From: Eliot Ivan Bernstein [mailto:iviewit4@gmail.com]
Sent: Tuesday, April 10, 2012 5:50 AM
To: 'Simon Bernstein'

Subject: FW: passover

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Monday, April 09, 2012 9:18 PM
To: 'Ted Bernstein'

Subject: RE: passover

Ted, first I am again saddened at your response, which again is a long soliloquy that fails to address the truth of the matter or answer the simple questions posed and attempts to instead conflate the matter in defense of your messed up family values, which I see lies at the root of a deeper problem. I do not want to delve into why you feel that the family you are born into no longer exists, however this is in "fact" false and factually a fantasy or delusion. I for one exist and I know dad does but I guess if we do not exist in your mind you do not have to have feelings for us, as it appears that goes hand in hand. You also seem to have confused the word "extended family" to include friends and such, where the extended family means, "The term extended family has several distinct meanings; a family that includes in one household near relatives in addition to a nuclear family. In modern Western cultures dominated by nuclear family constructs, it has come to be used generically to refer to grandparents, uncles, aunts, and cousins, whether they live together within the same household or not.[1] However, it may also refer to a family unit in which several generations live together within a single household...In an extended family, parents and their children's families often may live under a single roof. This type of joint family often includes multiple generations in the family." http://en.wikipedia.org/wiki/Extended_family

This maligning of the definition confuses your letter to me for I believe you do not truly understand the meaning of family but more so I feel sad from this statement, "and we will be brought together at different times, to engage in the things that people who are related engage in (weddings, bar mitzvahs, graduations, illness and death)." Your description of family does not describe at all what people who are related engage in, mostly it is love or some instances hate, your version has it as a holiday or death celebration and places family outside the meaning of family and more like a relationship with a dog. Dogs that listen and obey the will of Ted according to your letter will have a relationship with you and *others that do not agree with you will be cast aside and not* exist. *What is clear is that you castigate* those you no longer consider worthy of being family without feeling or emotion and this will leave you clinging to your very "primary" family as long as they do not fear that they are next on your chopping block. Your "extended family," of non existing family members and your friends will always dwindle and extension will feel more like retraction from this path, as people see how easily family can be discarded they will not want to be next on the block either.

The rest of the letter appears to be for a general audience and relates not to my question or reason I wrote to you, so I will not digress on it further. I do however want to say that to me you are family and whether I disagree or like you at the moment or not that does not change that fact for me. I still cannot understand how you cannot be a leader of your family both primary and extended and lead them to resolve these issues which are hurting our father, or my father, who once was yours. I cannot understand how you can hide behind others and this nonsense to justify your actions with this maligned view on excommunicating your loved ones and your unloved family members, I am not sure what dad has done to cause his non-existence to you, nor I but I feel sad you have taken a road to isolation for you and dad and me.



EXHIBIT 2 - EMAIL TO SPALLINA WITH UNNOTARIZED WAIVER



Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Thursday, May 17, 2012 9:10 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)
Cc: 'Simon Bernstein'; 'Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)'; Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); 'Andy Dietz'; 'Donna Dietz'
Subject: Estate of Shirley Bernstein
Attachments: Eliot I Bernstein.vcf; 20120515 Estate Simon Shirley Bernstein Doc.pdf

Tracking:

Recipient	Read
Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)	
'Simon Bernstein'	Read: 5/17/2012 9:27 AM
'Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)'	
Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)	
'Andy Dietz'	
'Donna Dietz'	

Sorry, I had Robert Spallina's email address wrong in the first email.

PRIVATE & CONFIDENTIAL

May 17, 2012

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Hi Robert ~ attached is the *Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of* Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. As I mentioned in the phone call, I have not seen any of the underlying estate documents or my mother's will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest. For my trustees I would like the following individuals in the following order to be trustees:

1. Caroline Prochatska Rogers, Esq.
   3500 North Lake Shore Drive
   17th Floor
   Chicago, IL 60657
   (773) 804-9400 ext 19
   caroline@cprogers.com

2. Michele M. Mulrooney, Esq.
   mmulrooney@Venable.com
   (will get new address shortly)

3. Andrew & Donna Dietz
   2002 Circle Drive
   Hermosa Beach, California 90254
   (310) 410-0936 ext1271
   andyd@rockitcargo.com

Please send copies of all estate documents to Caroline and Michele and if my dad would like them to keep the information private and confidential, including from me, until some later point in time, you can arrange that with them directly with my approval granted herein. Please also reply to this email to confirm receipt, a hard copy of my signed document will be sent via mail.
Thank you for your efforts on behalf of my family ~ Eliot

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

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded

and Part 2 @ my favorite part
http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related

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

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

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

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbarthefloridabar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
www.HireLyrics.org
www.Facebook.com/Roxanne.Grinage
www.Twitter.com/HireLyrics
www.YouTube.com/HireLyrics
www.YouTube.com/WhatIsThereLeftToDo
www.YouTube.com/RoxanneGrinage
www.BlogTalkRadio.com/Born-To-Serve
www.ireport.cnn.com/people/HireLyrics
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--
"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE
The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2012

VIA U.S. MAIL
Mr. Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Re: Estate of Shirley Bernstein

Dear Mr. Bernstein:

Enclosed for your signature is a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. It is necessary for each of the beneficiaries of your mother's Estate to sign this Waiver so that the Estate can be closed and your father can be released of his duties as Personal Representative. Please sign the Waiver and return it to our office in the enclosed, self-addressed envelope.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

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

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

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

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

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

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

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

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

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

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

Signed on May 15, , 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

47

EXHIBIT 3 - JILL UNNOTARIZED WAIVER



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on October 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

EXHIBIT 4 - SHERIFF DEPARTMENT INTAKE FORM

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

01/31/2013 12:06 5616883163 CENTRALRECORDS #2517 P.001/004

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

☐ Other:

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

Revised 03/04/2011

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

POLICE SERVICE CALL * * *
SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 09/13/12 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 8826 NAME: HAUGH VINCENT ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

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

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

printed by Employee Id #: 9205 on January 31, 2013 13:03:53PM

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

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

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

BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.

IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER [redacted] SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARTIZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.

HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR [redacted] FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO [redacted] WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND [redacted] WAS EMAILED.

THIS REPORT IS FOR INFORMATION PURPOSES.

D/S HAUGH #8826
TRANS: 9/14/12 DG#4495
DICT: 9/13/12 @ 1700 HRS.

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

EXHIBIT 5 - EMAILS REGARDING LOST IIT

Eliot Bernstein

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

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

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

Thank you for your help.

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

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

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

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 6, 2012 9:59 AM
To: Lisa Friedstein (lisa.friedstein@gmail.com); 'Jill Iantoni'; Eliot Bernstein (iviewit@gmail.com); Eliot Bernstein (iviewit@iviewit.tv); Pamela Simon
Cc: Ted Bernstein
Subject: Life Insurance - agreement

Hello,

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

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

Call me with any questions.

Ted

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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communication is prohibited and may be subject to legal action. Please contact the sender immediately by reply e-mail and delete all copies of the original message.

On Dec 6, 2012, at 10:00 AM, "Jill Iantoni" <jilliantoni@gmail.com> wrote:

Great. Thanks Ted for handling this!!

Jill

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Thursday, December 06, 2012 10:52 AM

To: Jill Iantoni
Cc: Ted Bernstein; lisa.friedstein@gmail.com; iviewit@gmail.com; iviewit@iviewit.tv

Subject: Re: Life Insurance - agreement

Thanks theo - will email u signed one today and fed x spallina - do u have his address?

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 1:38 PM
To: 'Pam Simon'; Jill Iantoni
Cc: lisa.friedstein@gmail.com; iviewit@gmail.com; iviewit@iviewit.tv

Subject: RE: Life Insurance - agreement

Hi > his address is:

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

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, December 06, 2012 2:57 PM
To: Ted Bernstein; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv

Subject: RE: Life Insurance - agreement

Thanks Ted, I and my counsel have his address and phone and stuff but he is refusing to talk to my and my children's attorneys who have already contacted him for information. Since I and the children are represented by counsel at this point he will need to deal with them regarding all these matters so I am not sure how anything can transpire while he refuses to release documents or meet with counsel, as I



mentioned he told them already that he did not know me or my children first and then scheduled a meeting and cancelled and refuses to reschedule. Not sure what is up but I would be careful as Executor of any transactions that have not first gone through our counsel in any regard to any assets, etc. until these things are resolved. Let me know. eb

---

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 6, 2012 5:50 PM
To: 'Eliot Ivan Bernstein'; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv

Subject: RE: Life Insurance - agreement

Hi Eliot > probably the best thing to do is to forward the document to the counsel you retained, if you have not done so already. This should be fairly simple and straightforward for them to review. Speak to you soon...

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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

PARTIES DEFINED

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

RECITAL'S

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

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

Shirley Bernstein, and their children, the Parties;

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

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

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

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

WITNESSETH

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

COVENANTS

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

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

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

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

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

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

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

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

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

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



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

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

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

_____

Witness:_____
Address:

_____

_____

PAMELA B. SIMON

_____

Witness:_____
Address:

_____

_____

LISA S. FRIEDSTEIN

_____

Witness:_____
Address:

_____

ERIC BERNSTEIN

_____

Witness:_____
Address:

_____

MOLLY N. SIMON

_____

Witness:_____
Address:

_____

THE JILL CHILD

_____

Jill Iantoni, Parent

_____

Guy Iantoni, Parent

Address:

_____

ELIOT I. BERNSTEIN

_____

Witness:_____
Address:

_____

_____

JILL M. IANTONI

_____

Witness:_____
Address:

_____

_____

ALEXANDRA L. BERNSTEIN

_____

Witness: _____
Address: _____

_____

MICHAEL BERNSTEIN

_____

Witness:_____
Address:

_____

THE ELIOT CHILDREN

_____

Eliot I. Bernstein, Parent

_____

Candace Bernstein, Parent

Address:

_____

THE LISA CHILDREN

_____

Lisa Frendstein, Parent

_____

Jeffrey Friedstein, Parent

Address:

_____

EXHIBIT 6 - EMAILS REGARDING LOST HERITAGE POLICY



From: "Eliot Bernstein" iviewit@gmail.com
Date: January 19, 2013, 5:08:29 PM CST
To: "'lisa friedstein'" <lisa@friedsteins.com>, "Ted Bernstein" <tedbernstein@gmail.com>, Pamela Beth Simon <psimon@stpcorp.com>, "Jill M. Iantoni" jilliantoni@gmail.com
Cc: "Christine P. Yates ~ Director @ Tripp Scott" <CTY@trippscott.com>

Subject: RE: UPDATE > HERITAGE INSURANCe

I am represented by counsel at this point and so Sunday does not work for me as I would like to have my counsel attend, please let me know of a new time during week day business hours. I would appreciate no further meetings without me or my counsel regarding any estate matters or decisions. Eliot

---

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

Subject: Heritage Policy

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

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Sunday, January 27, 2013 7:26 PM
To: 'Pam Simon'

Cc: Jill Iantoni; lisa friedstein; Eliot Ivan Bernstein

Subject: RE: DO NOT FORWARD THIS > UPDATE > HERITAGE INSURANCe

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

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

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

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

Ted

On Jan 27, 2013, at 6:27 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

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

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

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

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

Ted

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, January 28, 2013 8:47 AM
To: Pam Simon
Cc: Jill Iantoni; lisa friedstein; Eliot Ivan Bernstein

Subject: Re: DO NOT FORWARD THIS > UPDATE > HERITAGE INSURANCe

I believe I do have the agreement to forward to him. I will let him know to include me in the agreement. Ally, Eric and Michael will sign what is necessary for them to sign.

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Jan 28, 2013, at 8:31 AM, "Pam Simon" <psimon@stpcorp.com> wrote:

Agreed - Theo- do you have the agreement for spallina to tweak? I believe we all signed but Eliot so far *so if you could forward the doc to spallina we can get this done. Lets not spend extra dollars on lawyers* we don't have to as it comes out of our pockets - lets all agree to sign it and move on.

Also, now that we have the contents appraisal should we all meet at the house(s) to divide up? If so, what dates work for everyone?

Xoxo

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 29, 2013 11:43 AM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran

Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, January 30, 2013 6:17 AM
To: 'Robert Spallina'
Cc: 'Eliot Ivan Bernstein'

Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

Robert, after discussions with my client, he is not in agreement with the plan proposed below. A more formal letter will follow.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, February 5, 2013 1:10 PM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Lisa

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Friedstein; Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com)

Subject: Eliot Heritage policy Analysis

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

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

Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under {Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme.

Regards,

Eliot I. Bernstein
Inventor

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

Subject: Heritage policy

Eliot,

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

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

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

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

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

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

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

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



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

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

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

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

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

Sent: Friday, February 8, 2013 6:47 PM

To: Ted Bernstein; Theodore S. Bernstein (TBernstein@lifeinsuranceconcepts.com); Pamela Beth Simon (psimon@stpcorp.com); Lisa Sue Friedstein (lisa@friedsteins.com); Jill Iantoni; Jill M. Iantoni (Iantoni_jill@ne.bah.com); Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com); Irina Roach (idr@trippscott.com)

Subject: Heritage Policy

Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's provisions respecting how death benefit proceeds are dealt in situations where a beneficiary designation fails. This is a simple request. You and Pam indicated that you each have a copy of the policy. Robert said he has a copy of the

policy. PLEASE send a copy to me. I assure you that nothing will transpire until I have reviewed the policy.

I have been advised that in situations where a beneficiary designation fails, an insurer will in almost all situations pay the proceeds into the probate court and ask the court to determine to whom the proceeds are payable and ask for a release. The position I took in my prior email is clear; that a probate court will likely decide that the proceeds will go to the grand children through the estate and the pour over trust. This analysis troubles you because the Heritage proceeds would thus be considered an estate asset and subject to creditor claims. I understand your concerns. But unless the 1995 trust document is located, and unless the Heritage policy provides otherwise, this is how it most likely will play out.

Your comments about Dad's desires and his estate planning experience are simply not relevant; however, I could understand that you may wish to make this argument to the probate court. All of the meetings, time and energy being spent trying to come up with a way to convince Heritage to pay the benefits pursuant to what Robert believes the 1995 trust said is wasted energy, unless Heritage agrees to pay the proceeds pursuant to some form of settlement and release agreement. If you want me to even consider such an arrangement, in addition to reviewing the Heritage policy, I will require a letter from Heritage specifically stating that Heritage may make the proceeds payment under such an arrangement. It should be easy to get such a letter if Heritage is willing to consider such an arrangement.

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

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



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

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

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

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

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

Eliot I. Bernstein
Inventor



From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 8, 2013 8:41 PM
To: Pam Simon

Cc: Eliot Bernstein; Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Christine P. Yates ~ Director @ Tripp Scott

Subject: Re: Heritage Policy

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

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

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

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

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

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

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



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

Have a nice weekend.

Sent from my iPhone

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

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

Pam

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, February 9, 2013 11:22 AM
To: Pam Simon
Cc: Eliot Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach

Subject: Re: Heritage Policy

Eliot - we do have the letter from Heritage that you refer to below. They will pay with an order from the court which is based on the agreement, among us, to pay the trust. It's not only easy, we already have the letter from them.

Why don't the 5 of us get on a call in the next day or two? There are a bunch of things to cover other than this policy, such as the property in the house.

Time suggestions??

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com

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

Subject: Eliot Representation

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

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From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Wednesday, February 13, 2013 9:05 AM
To: 'Ted Bernstein'; 'psimon@stpcorp.com'
Cc: 'lisa@friedsteins.com'; 'jilliantoni@gmail.com'; 'iantoni_jill@ne.bah.com'; Christine P. Yates ~ Director @ Tripp Scott (CTY@trippscott.com); Ibis Hernandez ~ Legal Assistant @ Tripp Scott (idr@trippscott.com); Irina Roach (ixc@TrippScott.com)

Subject: RE: Heritage Policy

Christine would have to be included and what time, etc? Has anyone received a copy of the policy or have the insurance carriers phone number and person to contact. I will not be ready to start any process without all the relevant documentation for review. Has anyone, in the search for the 1995 trust, contacted Hopkins, Foley & Lardner, Henry "Hank" Devos Lawrie Jr. or Proskauer Rose for their last copies retained? Thanks ~ eb

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From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Saturday, February 9, 2013 8:49 PM
To: 'Pam Simon'; 'Ted Bernstein'
Cc: 'Lisa Sue Friedstein'; 'Jill Iantoni'; 'Jill M. Iantoni'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Christine P. Yates ~ Director @ Tripp Scott'; 'Irina Roach'

Subject: RE: Heritage Policy



Ted, can you send over the Heritage letter(s), thanks.

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

Subject: RE: Eliot Representation

Robert,

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

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'

Subject: RE: Eliot Representation

Please notify me of any probate court hearings so that I may attend and any actions by the carrier, as I have not consented to anything at this point or at the last group meeting I attended. Eliot

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 14, 2013 4:10 PM
To: Eliot Ivan Bernstein

Subject: RE: Eliot Representation

Eliot - Please find representation ASAP. You are a hindrance and delay to this whole process. Your mother's and father's wishes are being frivolously challenged by you for no reason and you agreed with your father during his lifetime to go along with his wishes. You are alienating your siblings in the process. You really should be ashamed of yourself.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 15, 2013 11:43 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher

Subject: RE: Eliot Representation

Eliot – We want to propose something and hope you and Candice are amenable. Don and I would like to meet with the two of you and give you the lay of the land as we see it. Don has done this for forty years and there truly is no one out there that knows this stuff better than him. Please understand that we are fair as it gets and want the best for EVERYONE. There are some issues as it relates to the house that you're living in, the insurance and mom's and dad's estates that we think we should discuss so that you can get comfortable with things and understand the interrelations. I can tell you that hiring lawyers and spending your children's money or your own will not benefit you or your children and will only cause frustration and grief for everyone. Again, Don and I are about as nice a guys as you will find in this area of practice and I think you owe it to your parents to come in and find out for yourselves who we are, what we're all about, and what needs to be done to get things distributed and let everyone go about their way. You can always go out and hire a lawyer but our doors are open and we hope that you take the opportunity to pass through them and meet us. Clean slate Eliot. I promise you we are here for you and your family as much as any of your siblings. Please advise.

Respectfully,
Robert

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 22, 2013 11:45 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher

Subject: RE: Eliot Representation

Eliot – We wanted to follow-up with you on the below email to see if you have given any consideration to our proposal to meet. We kindly ask for you to reply either way. Thank you

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From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, February 22, 2013 1:00 PM
To: 'Robert Spallina'; 'candyb@rockitcargo.com'
Cc: 'Donald Tescher'

Subject: RE: Eliot Representation

We should have personal counsel by next week or the week after secured. Eliot

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EXHIBIT 7 - SETTLEMENT AGREEMENT AND MUTUAL RELEASE (SAMR")

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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

PARTIES DEFINED

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

RECITAL'S

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

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

Shirley Bernstein, and their children, the Parties;

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

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

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

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

WITNESSETH

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

COVENANTS

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

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

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

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

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

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

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

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

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

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



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

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

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

_____

Witness:_____
Address:

_____

_____

PAMELA B. SIMON

_____

Witness:_____
Address:

_____

_____

LISA S. FRIEDSTEIN

_____

Witness:_____
Address:

_____

ERIC BERNSTEIN

_____

Witness:_____
Address:

_____

MOLLY N. SIMON

_____

Witness:_____
Address:

_____

THE JILL CHILD

_____

Jill Iantoni, Parent

_____

Guy Iantoni, Parent

Address:

_____

ELIOT I. BERNSTEIN

_____

Witness:_____
Address:

_____

_____

JILL M. IANTONI

_____

Witness:_____
Address:

_____

_____

ALEXANDRA L. BERNSTEIN

_____

Witness: _____
Address: _____

_____

MICHAEL BERNSTEIN

_____

Witness:_____
Address:

_____

THE ELIOT CHILDREN

_____

Eliot I. Bernstein, Parent

_____

Candace Bernstein, Parent

Address:

_____

THE LISA CHILDREN

_____

Lisa Frendstein, Parent

_____

Jeffrey Friedstein, Parent

Address:

_____

~~EXHIBIT 8 - ELIOT LETTERS REGARDING COUNSEL FOR SAMR~~



~~EXHIBIT 9 – SPALLINA LETTERS REGARDING HERITAGE POLICY BENEFICIARIES~~

EXHIBIT 10 – TRIPP SCOTT LETTERS TO SPALLINA FOR DOCUMENTS, ETC.



Eliot Ivan Bernstein

Subject: FW: Est. of Shirley Bernstein and Estate Simon Leon Bernstein: Revised Retainer Agreement

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, October 17, 2012 8:15 PM
To: 'Eliot Ivan Bernstein'
Cc: Jamie Garber
Subject: RE: Est. of Shirley Bernstein and Estate Simon Leon Bernstein: Revised Retainer Agreement

Eliot, thank you. I will be contacting the Tesher firm as we discussed.



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

Christine T. Yates
Director

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

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Tuesday, November 06, 2012 5:33 AM
To: [redacted]
Subject: RE: Bernstein estate matter

[redacted], thanks for checking in. Surprisingly, when my assistant called Mr. Spallina refused to set up a conference call indicating he did not now who Mr. Bernstein was. Therefore, I have been trying to contact him without a call. So far, no luck with reaching him. At this we are preparing a letter informing him of our represenation.



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

Christine T. Yates
Director

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

TRIPP SCOTT
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Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

November 9, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

Our firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. In order to assist us in this matter, please provide us with copies of the following:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership,

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
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Fort Lauderdale • Tallahassee

operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/jcj
cc: Eliot Bernstein
Marc Garber

47

Christine P. Yates
Direct Dial: 954 760.4916
Email: cty@trippscott.com

TRIPP SCOTT
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November 29, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

We wanted to take this opportunity to follow up with you regarding my November 9, 2012 correspondence. As you are aware, my firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. We would appreciate receiving copies of the following information and documents no later than December 4, 2012, in order to assist us in this matter:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;

13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates

Christine P. Yates
For the Firm

CPY/cak
cc: Eliot Bernstein
Marc Garber

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, November 30, 2012 12:05 PM
To: 'iviewit@gmail.com'; 'Marc.Garber@flastergreenberg.com'
Cc: Cindy Kronen
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Marc, I confirmed with Spallina's office that they have received my request and I have a call set up with Spallina for next Tuesday at 2:30. Thanks.


110 SE Sixth Street, Suite 1600
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

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

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Tuesday, December 4, 2012 12:02 PM
To: 'Eliot Ivan Bernstein'; 'marc.garber@flastergreenberg.com'
Cc: Cindy Kronen
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein:

Eliot and Marc, Robert Spinella's assistant cancelled the call today and would not reschedule. I tried to call and they will not take my call. I believe we are going to have to proceed with litigation to get any information with them. Please let me know your thoughts and I would like to set up a call with you to go over how we proceed. Thanks.


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

Christine T. Yates
Director

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

From: Cindy Kronen
Sent: Tuesday, December 04, 2012 9:56 AM
To: Christine Yates
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein:

Robert Spinella's assisant called to cancel the conference call I scheduled this afternoon. She did not want to reschedule at this time.


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

Cindy Kronen
Paralegal

Direct: (954) 627-3810

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

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December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford – Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. *LIC Holdings corporate Documents;*
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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

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

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 11, 2013

VIA FEDERAL EXPRESS
Christine P. Yates, Esq.
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon L. Bernstein

Dear Ms. Yates:

In response to the items in your letter dated December 21, 2013, we are enclosing the following documents and responses:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. We do not have an accounting for the trust at this time.
2. Shirley Bernstein Trust Agreement dated May 20, 2008 together with a copy of the First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008. We do not have an accounting for the trust at this time, however, it's primary assets are the two homes.
3. Operating Agreement for Bernstein Family Realty, LLC dated June 30, 2008.
4. Agreement of Limited Partnership of Bernstein Family Investments, LLLP dated May 20, 2008 and the Operating Agreement of Bernstein Holdings, LLC dated May 20, 2008.
5. We have not yet filed any objections to any claims filed in the Estate, but will be able to provide copies when we get to this point in the probate procedure.
6. There is no Exempt Property Petition filed in the Estate.
7. We are not in possession of personal property inventories for either Simon or Shirley.
8. As discussed previously.
9. The Limited Power of Appointment was exercised under Si's Will, a copy of which you already have.
10. A copy of the Inventory for the Estate of Shirley Bernstein.
11. We will provide you with a copy of the Inventory for the Estate of Simon Bernstein once it is complete.
12. We are not in possession of any documents related to LIC Holdings.
13. A copy of the recorded Second Mortgage for Eliot Bernstein's home, together with the Promissory Note in the amount of $365,000.00. Please note that Walter Sahm holds a

first position mortgage on the property, a copy of which we do not have, and is anxious about getting paid as a result of Si's death. Please call me to discuss this.

14. The children's trusts were never funded, other than the one (1%) percent interest in the general partner of the limited partnership for Eliot, Lisa and Jill.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

Enclosures

TRIPP SCOTT
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Christine P. Yates
Direct Dial: 954.760.4916
Email. cty@trippscott.com

February 13, 2013

Via E-Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: Estates of Shirley Bernstein and Simon Leon Bernstein

Dear Robert:

As you are aware, my firm represents Joshua, Jacob and Daniel Bernstein as beneficiaries of the Estates or Shirley and Simon Bernstein and the trusts created for their benefit by Shirley and/or Simon Bernstein, including the Irrevocable Trust f/b/o Joshua Ennio Zander Bernstein, Irrevocable Trust f/b/o Jacob Noah Archie Bernstein and Irrevocable Trust f/b/o Daniel Elijsha Abe Ottomo Bernstein created by Simon Bernstein in 2006. We would appreciate receiving copies of the following information and documents in this matter within ten (10) days of your receipt of this letter:

1. A copy of the Limited Power of Appointment executed by Simon;
2. The minutes and records of Bernstein Family Realty, LLC;
3. All financial records for Simon Bernstein, including an accounting of the phantom income from LIC Holdings;
4. An accounting and a copy of all Trusts created by Simon Bernstein of which my clients are a beneficiary; and
5. An accounting and a copy of all Trusts created by Shirley Bernstein of which my clients are a beneficiary.

We appreciate your prompt attention to this matter as we attempt to piece together all of the aspects of these estates and trusts. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/jcj
cc: Eliot Bernstein
Marc Garber

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

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EXHIBIT 11 - TRIPP SCOTT CONFLICT LETTER



TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

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

February 13, 2013

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

Re: Revised Representation and Conflict Waiver

Dear Eliot and Candice:

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

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

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

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

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

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

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

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

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

Very truly yours,

Christine P. Yates

CHRISTINE P. YATES
For the Firm

CPY/jcj

ACKNOWLEDGEMENT AND WAIVER OF CONFLICT

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

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

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

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

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

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

FEES

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

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

COSTS

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

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

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

BILLING

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

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

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

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

SPECIAL CONSIDERATIONS FOR BENEFICIARIES

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

ACCEPTANCE

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

Dated: 2/13/13

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

Dated: 2/13/13

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

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

By: CHRISTINE P. YATES, ESQ.

668885v3 995508.0001

EXHIBIT 12 – WAIVERS NOT NOTARIZED



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

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

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

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

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

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

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

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

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

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

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

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

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

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

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

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

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

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

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

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

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

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

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

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

4

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on October 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

44

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

EXHIBIT 13 – THIS COURT'S MEMO TO TS



MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

| X|JUDGE MARTIN H. COLIN Division - IY
| |JUDGE JAMES L. MARTZ Division - IZ
| |JUDGE ROSEMARIE SCHER Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB Estate of Shirley Bernstein

MATTER: Documents being returned Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH COUNTY BRANCH-FILED
2012 NOV -6 AM 10:18

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING:
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

EXHIBIT 14 – WAIVERS NOTARIZED IN PAST



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)

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

_____
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 NOV 19 PM 2:29
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

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

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

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

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

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

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

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

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

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

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

Signed on October 1, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

Sworn to and subscribed before me on October 1, 2012, by JILL IANTONI, who is personally known to me ____ or who produced ____ as identification.

(Affix Notarial Seal)

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

Kimberly Morgan
Notary Public State of Florida

4

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 20, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Sworn to and subscribed to before me on August 8, 2012, by PAMELA B. SIMON, who is personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
August 8, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

Sworn to, subscribed to before me on August 1 2012, 2012, by TED BERNSTEIN, who is personally known to me ____ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
June 28, 2014
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

4

EXHIBIT 15 – SIMON'S WAIVER SIGNED POST MORTEM



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 NOV 19 PM 2:29

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

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

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

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

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

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

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

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

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

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

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

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

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

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION # EE 156021
EXPIRES April 23, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

EXHIBIT 16 - PETITIONER REVOCATION OF WAIVER



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF
SHIRLEY BERSTEIN,

Deceased.

FILE NO.: 502011CP000653XXXXSB

Division: Probate

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

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

(a) I expressly revoke the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" (herein after the "Waiver") I signed May 15, 2012.

(b) Although I signed the Waiver on May 15, 2012, I did not sign it before any notary. The attached Waiver was notarized and filed with the Court without my knowledge.

(c) It was not explained to, nor was it known by, me the rights I was waiving.

(d) Undue pressure and influence was placed upon me to sign the above referenced pleading without an understanding of the rights and privileges that were being waived.

THEREFORE, Eliot Bernstein, through undersigned counsel, respectfully requests this Court vacate, void, nullify, and render ineffective the "Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; And Receipt of Beneficiary and Consent to Discharge" he signed May 15, 2012.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed on this 23 day of January, 2013.

CHRISTINE P. YATES
Bar No. 122653
Attorney for Petitioner
TRIPP SCOTT, P.A.
110 SE 6th Street, 15th Floor
Ft. Lauderdale, Florida 33301
Telephone: (954) 760-4916
Fax: (954) 761-8475

ELIOT BERNSTEIN, Beneficiary

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me on January 23, 2013 by the Beneficiary, **ELIOT BERNSTEIN**, who is personally known to me or has produced the following form of identification: Drivers License.

CINDY KRONEN
MY COMMISSION # EE 114340
EXPIRES: July 20 2015
Bonded Thru Notary Public Underwriters

Notary Public - State of Florida
My Commission Expires:

EB

EXHIBIT 17 - SIGNATURE PAGES OF ALLEGED 2012 AMENDED TRUST



SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 26 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

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

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:

Print Name: Robert L. Spallina
Address: 7387 Wisteria Avenue
Parkland, FL 33076

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

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

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

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

EXHIBIT 18 – SIGNATURE PAGES OF 2012 WILL OF SIMON



502012CP004391XXXXSB

I2

WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32

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

Prepared by:

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

LAW OFFICES

TESCHER & SPALLINA, P.A.

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

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I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

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

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

State Of Florida

SS.

County Of Palm Beach

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

SIMON L. BERNSTEIN, Testator

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

Witness

Kimberly Moran

Witness

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

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

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

EXHIBIT 19 – RELEVANT PAGES OF WILL EXHIBIT



descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.

_____ (L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SIMON L. BERNSTEIN, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George O'Kirby residing at 1133 SW 20th Street
Boca Raton, FL

_____ residing at 2415 NW 32nd St.
Boca Raton, FL

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STATE OF FLORIDA)
: SS.:
COUNTY OF PALM BEACH)

We, SIMON L. BERNSTEIN, George O. Karibjanian and Robert Jacobowitz, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his Last Will and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

Testator

George O. Karibjanian
Witness

Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, and by George O. Karibjanian and Robert Jacobowitz, the witnesses, on August 15, 2000, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me or has produced _____ as identification. George O. Karibjanian is personally known to me or has produced _____ as identification. Robert Jacobowitz is personally known to me or has produced _____ as identification.

Notary Public (Affix Seal)
My commission expires:
My commission number is:

NADINE M. CATALFAMO
COMMISSION # CC817788
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

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EXHIBIT 20 – STANFORD TRANSFER OF FUNDS RELEASE LETTER



Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Monday, June 16, 2008 2:20 PM
To: 'Christopher R. Prindle @ Stanford Financial Group (cprindle@stanfordeagle.com)'
Cc: 'Simon Bernstein'
Subject: *Simon Bernstein son Eliot*

Contacts: Christopher R. Prindle
Tracking:

Recipient	Read
'Christopher R. Prindle @ Stanford Financial Group (cprindle@stanfordeagle.com)'	Read: 6/16/2008 3:13 PM
'Simon Bernstein'	

Chris ~ As guardian for my children I want to inform you that my children will be moving into, as residents, the property at 2753 NW 34th Street, Boca Raton, FL 33434 and where funds are needed to purchase that residence to provide for their shelter. The funds being transferred will be used for their purchase of the home.

If you need additional information, please feel free to contact me. If you would, please reply to confirm your receipt of this message. Thanks - Eliot Bernstein.

Eliot I. Bernstein
Founder & Inventor
Iviewit Technologies, Inc.
Iviewit Holdings, Inc.
39 Little Ave
Red Bluff, California 96080-3519
(530) 529-4110 (o)
(530) 526-5751 (c)
iviewit@iviewit.tv
www.iviewit.tv

THIS MESSAGE AND ITS EMBEDDED FILES INCORPORATED HEREIN CONTAIN INFORMATION THAT IS PROPRIETARY AND CONFIDENTIAL PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THIS MAIL AND ITS ATTACHMENTS. PLEASE DELETE THE MESSAGE AND ITS EMBEDDED FILES WITHOUT READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THEM, AND NOTIFY THE SENDER IMMEDIATELY AT (530) 529-4110. IF YOU ARE THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM FORWARDING THEM OR OTHERWISE DISCLOSING THESE CONTENTS TO OTHERS, UNLESS EXPRESSLY DESIGNATED BY THE SENDER. THANK YOU!

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Eliot Bernstein
39 Little Ave
Red Bluff, CA 96080-3519
RE: Children's Residence

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

Dear Mr. Fournet:

Please be advised that as guardian for my children that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434.

We are requesting that the funds from the children's individual Irrevocable Trust accounts be used toward the purchase of this residence. This is necessary to provide shelter for the children. These are the only available funds for this residence. My children are listed below.

Josh Bernstein
Jacob Bernstein
Daniel Bernstein

Sincerely,

Eliot Bernstein

Eliot & Candice Bernstein
39 Little Ave
Red Bluff, CA 96080-3519

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

RE: Distribution for Children's Residence

Dear Mr. Fournet:

Please be advised that as guardians for our children, Josh, Jacob and Daniel Bernstein that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434. We hereby, indemnify Stanford Trust Company for this distribution with respect to any future needs of the children.

Sincerely,

Eliot Bernstein

Candice Bernstein

Eliot Bernstein
39 Little Ave
Red Bluff, CA 96080-3519
RE: Children's Residence

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

Dear Mr. Fournet:

Please be advised that as guardian for my children that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434.

We are requesting that the funds from the children's individual Irrevocable Trust accounts be used toward the purchase of this residence. This is necessary to provide shelter for the children. These are the only available funds for this residence. My children are listed below.

Josh Bernstein
Jacob Bernstein
Daniel Bernstein

Sincerely,

Eliot Bernstein

44

Eliot & Candice Bernstein
39 Little Ave
Red Bluff, CA 96080-3519

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

RE: Distribution for Children's Residence

Dear Mr. Fournet:

Please be advised that as guardians for our children, Josh, Jacob and Daniel Bernstein that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434. We hereby, indemnify Stanford Trust Company for this distribution with respect to any future needs of the children.

Sincerely,

Eliot Bernstein

Candice Bernstein

EXHIBIT 21 - BALLOON MORTGAGE



CFN 20080327651
OR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1,277.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA 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.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jaclyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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EXHIBIT 22 - PROMISSORY NOTE



PROMISSORY NOTE

$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand ($365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;

2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand ($365,000.00) Dollars (the "Promissory Note"); and

3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.

SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

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EXHIBIT 23 - ADVANCEMENT OF INHERITANCE AGREEMENT ("AIA")



LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
BOCA RATON, FLORIDA 33432

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

VOICE: (561) 392-4626
FAX: (561) 392-9889
WATS: (888) 445-3656
E: jherrera@ix.netcom.com

BY FACSIMILE: (530) 529-4110

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.

2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be $100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.

3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or initiate litigation with anyone in your family at any time. However, you may counter claim if you are sued by them.

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to another destination. You and Candice are more than welcome to join your children for these family visits.

My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.

Sincerely,

JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason. If I die, I ask that any future gifts be paid to my wife Candice Bernstein rather than to the executor or administrator of my estate.

ELIOT BERNSTEIN
August 15, 2007

I, Candice Bernstein, understand the above terms and conditions of my husband's parents' proposed gift plan and find them acceptable. While I understand that it is my husband's parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.

CANDICE BERNSTEIN
August ____, 2007

LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
BOCA RATON, FLORIDA 33432

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

VOICE: (561) 392-4626
FAX: (561) 392-9889
WATS: (888) 445-3656
E: jherrera@ix.netcom.com

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.

2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be $100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.

3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or litigate with anyone in your family at any time.

Your parents also want to have the opportunity to visit with their grandchildren at least

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.

2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be $100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions.

3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or litigate with anyone in your family at any time.

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to Florida. You and Candice are more than welcome to join your children for these family visits.

My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.

Sincerely,

JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.

_____
ELIOT BERNSTEIN
August ____, 2007

EXHIBIT 24 – WALT SAHM CARRY OVER LOAN



CFN 20080241511
OR BK 22723 PG 0691
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
ANT 110,000.00
Deed Doc 385.00
Intang 220.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0691 - 694; (4pgs)

Prepared by and return to:
John M. Cappeller, Jr.
Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: FT08-087Will Call No.: 159

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this **June 20, 2008** by and between **Bernstein Family Realty, LLC, a Florida limited liability company** whose address is **950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431**, hereinafter called the Mortgagor, and **Walter E. Sahm and Patricia Sahm, his wife** whose address is **8230 SE 177th Winterthru Loop, The Villages, FL 32162**, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 68, Block G, BOCA MADERA 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.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.

2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials: _____
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shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.

4. *To permit no other lien or mortgage to be placed ahead of this mortgage.*

5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.

6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.

7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at **Palm Beach County**, **Florida** on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Witness Name: Cynthia Flynn

Witness Name: Linda Harrell

Bernstein Family Realty, LLC, a Florida limited liability company

By: _____
Simon Bernstein, Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC on behalf of the corporation. He/she [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: CYNTHIA FLYNN

My Commission Expires:

CYNTHIA FLYNN
MY COMMISSION # DD 776706
EXPIRES: May 25, 2012
Bonded Thru Budget Notary Services

Document is not a certified copy

COPY

PROMISSORY NOTE

$110,000.00

June 20, 2008
Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of **Walter E. Sahm and Patricia Sahm, his wife** at **8230 SE 170th Winterthru Loop, The Villages, FL 32162** or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of ***One Hundred Ten Thousand and 00/100 Dollars ($110,000.00)*** with interest from the date hereof, at the rate of **Six and One Half** percent **(6.5%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of **$7,150.00** representing a payment of interest only shall be due and payable on **June 19, 2009**, and on **June 19, 2010**, and on **June 19, 2011** at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,
a Florida limited liability company

By: _____
Simon Bernstein -Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

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1B

CFN 20080241510
OR BK 22723 PG 0689
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 360,000.00
Doc Stamp 2,520.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0689 - 690; (2pgs)

Prepared by and return to:
John M. Cappeller, Jr.

Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: **FT08-087**
Will Call No.: **159**

Parcel Identification No. **06-42-47-10-02-007-0680**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of **June, 2008** between **Walter E. Sahm and Patricia Sahm, his wife** whose post office address is **8230 SE 177th Winterthur Loop, The Villages, FL 32162** of the County of **Marion**, State of **Florida**, grantor*, and **Bernstein Family Realty, LLC, a Florida limited liability company** whose post office address is **950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 68, Block G, BOCA MADERA 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.

Subject to restrictions, reservations and easements of record and taxes for the year 2008 and thereafter

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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18

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Angela Lawrence

Witness Name: Penney Sumter

x Walter E Sahm (Seal)
Walter E. Sahm

x Patricia A. Sahm (Seal)
Patricia Sahm

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 18 day of June, 2008 by Walter E. Sahm and Patricia Sahm, who [ ] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

KELLY WILKINS
MY COMMISSION # DD774164
EXPIRES: April 21, 2012
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Kelly Wilkins

My Commission Expires: 4-21-12

Document is NOT OFFICIAL! This Document is the property of the Lake County Clerk of the Circuit Court and Comptroller, Official Records Department, 550 W. Main Street, Tavares, FL 32778. Unofficial Document

WC 159

CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

This is a Recorded Copy

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of $110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF $110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: Diana Banks

Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: _____
Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ✓ is personally known to me or ____ has produced a driver's license as identification.

(Seal)

Notary Public, State of Florida
Name: Kelly Michele Buchanan
Commission Expires: 7-1-2015
Commission No.: EE 86156

KELLY MICHELLE BUCHANAN
MY COMMISSION # EE86156
EXPIRES: July 01, 2015
1-800-3-NOTARY FL Notary Discount Assoc. Co.

This is not a certified copy

WITNESSES:

Print Name: Angela M. Lawrence

Print Name: Lisa Deanne Eppert

MORTGAGEE:

Walter E. Sahm

Walter E. Sahm

Patricia A. Sahm

Patricia Sahm

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahm and Patricia Sahm. They ____ are personally known to me or ✓ have produced driver's licenses as identification.

(Seal)

Notary Public, State of Florida
Name: Angela M. Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258

ANGELA M. LAWRENCE
Notary Public, State of Florida
Commission# DD977258
My comm. expires April 3, 2014

This is a certified copy

EXHIBIT 25 – PAMELA EMAIL'S REGARDING LOST HERITAGE POLICY



Eliot Bernstein

From: Pam Simon <psimon@stpcorp.com>
Sent: Friday, February 8, 2013 7:41 PM
To: Eliot Bernstein
Cc: Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach
Subject: Re: Heritage Policy

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

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

EXHIBIT 26 – PETITIONER LETTER EXCHANGE WITH TS REGARDING IVIEWIT



From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Monday, September 17, 2012 10:17 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: Si's Iviewit Stock and Patent Interests

Robert ~ just wanted to check if my father had listed as an asset in his estate his shares in the Iviewit companies and his patent interests. My father was the original seed investor before Huizenga and started the Iviewit companies with me formed around my inventions and Intellectual Properties. It is well documented in bank and other documents his interests, which companies were all initially 30% owned by Si and 70% by me. After multiple other investors of course we were diluted down and I am working that out pending state, federal and international investigations as some of the original shareholders may be excluded for their crimes and thus the number may fluctuate from its last pricing during a Wachovia Private Placement. I spoke to my father and it was his wishes that the stock be part of his estate for his kids and grandchildren in whatever way he chose to distribute his other assets. I would like to make sure that his wishes are fulfilled and so please advise as to how to incorporate the asset if it was not initially listed. Currently the assets are worth nothing, the patents are suspended pending federal investigations due to the extenuating circumstances surrounding the patents but at some near future time they may have considerable asset value. The patents are also at the center of an ongoing RICO action in the Federal Courts and considerable monies may be recovered via those efforts as well, of which of course, Si's interests must be also be considered in his estate.

Also, please reply with a time and day that we are meeting and if you could please send any documents to the attorneys and others I mentioned in my prior email correspondences copied below prior to the meeting time this would be of great service.

Thank you ~ Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Monday, September 17, 2012 10:26 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C.

(marcrgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: Si's Iviewit stock and patent interests

Robert, you can also check with Gerald Lewin regarding the interests Si held in the companies and patents as he was the accountant for Iviewit and is also an Iviewit shareholder with several members of his family. Again, thank you so much for your efforts on my families' behalf. Eliot

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

Eliot I. Bernstein
Inventor

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Monday, September 17, 2012 11:19 AM
To: Eliot Ivan Bernstein

Subject: Re: Si's Iviewit stocks and patent interests

Yad- remember that every time you talk or send stuff to spallina he is billing the estate to check into which adds up quickly - we are heading to chi town- talk to u soon - think the call is being set up for wed or thurs afternoon xoxo

On Sep 17, 2012, at 10:45 AM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

Please take note of this.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Monday, September 17, 2012 10:17 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)

Subject: Si's Iviewit Stock and Patent Interests

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Monday, September 17, 2012 11:49 AM
To: 'Pam Simon'

Cc: Theodore S. Bernstein (TBernstein@lifeinsuranceconcepts.com); Lisa S. Friedstein (Lisa@friedsteins.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Jill M. Iantoni (jilliantoni@gmail.com)

Subject: RE: Si's Iviewit stocks and patent interests

Pee, will keep that in mind and perhaps we should bill out time to the individual estates on time used by each party with attorneys, would that suffice your concerns? Would you like that entering the Iviewit stock and patent interests into the estate be billed to my children, if so, please advise. Eliot

---

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 7:54 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: Si's Iviewit Stock and Patent Interests

Robert – Any news on a meeting time and any comment on the other issues below including the Iviewit stocks and patent interests? My sister felt there was a meeting already arranged but did not know the time. Let me know.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 19, 2012 8:03 AM
To: Eliot Ivan Bernstein
Cc: Ted Bernstein

Subject: Re: Si's Iviewit Stock and Patent Interests

Eliot - I left you a message yesterday. Ted is supposed to arrange a time for us to meet. Please reach out to him. My understanding is that your sisters have all gone back to Chicago. With regard to the below interests your father never mentioned them once as an asset of his estate. I will circle back with Jerry Lewin on this.

Sent from my iPhone

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 9:52 AM
To: 'Robert Spallina'
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: RE: Si's Iviewit Stock and Patent Interests

Robert, spoke with Ted he said either 3pm at your office or we could call in. Are there call in numbers if I cannot make in person to your offices? Also, can you send over any documents to me and my listed trustees that we can review prior? I would like if possible any trust docs for both my father and mother that are relevant and any other documents you feel that we should possess, as you know I have never seen any of the documents to this point. Let me know what Jerry Lewin says in regards to the Iviewit stocks and patent interests. Thanks, Eliot

---

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 19, 2012 10:32 AM
To: Eliot Ivan Bernstein
Cc: Ted Bernstein; Donald Tescher

Subject: RE: Si's Iviewit Stock and Patent Interests

Eliot – my understanding is that you will be here at 3. Please confirm as I would like to sit and speak with you as you are in town. Additionally, I intend on sending out call in information for a 3:30 call with your sisters.

With regard to your document request, we are not sending out any documents at this time. Don and I are the named fiduciaries under your father's documents and will provide the relevant documents when we have all the facts and information. Having said that, and consistent with our telephone conference with your siblings earlier this year and my discussion with you last week, your father directed that the assets of his estate and the remainder of your mother's estate pass to the grandchildren in equal shares, so there should be no surprises to anyone.

Please advise your availability at 3:00.

Thank you



Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 11:51 AM
To: 'Robert Spallina'
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)

Subject: RE: Si's Iviewit Stock and Patent Interests

Ok, will be there at 3 just needed to find someone to get the kids off to their after school stuff. I understand what transpired at the last teleconference I am just short of the underlying documents that where part of the new and old transactions, so at you're soonest convenience and when you have all the facts it would be great that you pass them to me and my named trustees. Have you shared these documents with anyone at this point? Thanks ~ Eliot

---

EXHIBIT 27 - LETTER FROM ELIOT TO SPALLINA RE IVIEWIT'S RELATION TO PROSKAUER AND LEWIN



Eliot Ivan Bernstein

From: Eliot Ivan Bernstein <iviewit@iviewit.tv>
Sent: Friday, October 5, 2012 10:45 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); 'dtescher@tescherspallina.com'
Cc: Caroline Prochotska Rogers, Esquire (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)
Subject: Per your request, information regarding Iviewit and Si's ownership for inclusion into estate assets.
Attachments: Eliot I Bernstein.vcf; cap tables for companies.pdf

Tracking:

Recipient	Read
Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com)	Read: 10/5/2012 11:19 AM
'dtescher@tescherspallina.com'	
Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)	
Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)	
Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net)	
Marc R. Garber, Esquire @ Flaster Greenberg P.C.	
Andrew Dietz @ Rock-It Cargo USA, Inc. (andyd@rockitcargo.com)	

Robert,

Pleasure speaking yesterday and I hope this info gives some background to the Iviewit stock of my father's you were looking for, much of these links were done as the technologies and companies and IP was born and Si was an initial seed investor with Huizenga and Si owned 30% of the companies and the IP for his investments. I am not sure how anyone can claim they never heard of Iviewit and did not know it was an asset of Si's but this should jog some memories and Lewin and Proskauer are also initial investors and counsel. Also attached in Adobe PDF is Cap Tables done by Proskauer/Lewin initially for the shares. I have attached below a Conflict of Interest Disclosure regarding the Iviewit matters below for your review in handling these matters.

Simon Video on Iviewit

http://www.youtube.com/watch?v=L6D1uTbTlZo

Lewin Video on Iviewit

http://www.youtube.com/watch?v=xjtW7DyQlqY

Wachovia Private Placement –

http://iviewit.tv/CompanyDocs/Wachovia%20Private%20Placement%20Memorandum%20Bookmarked.pdf

Arthur Andersen Audit Letter –

http://iviewit.tv/CompanyDocs/2000%2010%2009%20ARTHUR%20ANDERSEN%20LETTER%20REGARDING%20PROOF%20OF%20HOLDINGS%20OWNING%20TECH.pdf

Simon Bernstein Statement Regarding Iviewit Events

http://iviewit.tv/CompanyDocs/SHAREHOLDER%20STATEMENTS%20BOOKMARKED.pdf

Simon Bernstein Iviewit Deposition, Lewin Deposition and Christopher Wheeler Depositions

http://iviewit.tv/CompanyDocs/Depositions%20BOOKMARKED%20SEARCHABLE%20with%20hyperlink%20comments.pdf

Shareholder Letter with Simon Stock Holdings Listed at time starting on Page 153

http://iviewit.tv/CompanyDocs/2004%2004%2021%20Director%20Officer%20Advisory%20Board%20and%20Professionals%20.pdf

List of Iviewit Companies Si holds shares in

1. Iviewit Holdings, Inc. – DL
2. Iviewit Holdings, Inc. – DL (yes, two identically named)
3. Iviewit Holdings, Inc. – FL
4. Iviewit Technologies, Inc. – DL
5. Uviewit Holdings, Inc. - DL
6. Uview.com, Inc. – DL
7. Iviewit.com, Inc. – FL
8. Iviewit.com, Inc. – DL
9. I.C., Inc. – FL
10. Iviewit.com LLC – DL
11. Iviewit LLC – DL
12. Iviewit Corporation – FL
13. Iviewit, Inc. – FL
14. Iviewit, Inc. – DL
15. Iviewit Corporation

List of IP Si is partial owner of

United States Patents

1. 09/630,939

   System & Method for Providing an Enhanced Digital Image File

   SUSPENDED BY COMMISSIONER OF PATENTS

   17-Feb-04

2. 09/630,939

44

System & Method for Providing an Enhanced Digital Image File

SUSPENDED BY COMMISSIONER OF PATENTS

17-Feb-04

3. 09/630,939

   System & Method for Providing an Enhanced Digital Image File

   SUSPENDED BY COMMISSIONER OF PATENTS

   17-Feb-04

4. 09/522,721

   Apparatus & Method for Producing Enhanced Digital Images

   PENDING SUSPENSION FILED

   26-Feb-04

5. 09/587,734

   System & Method for Providing an Enhanced Digital Video File

   SUSPENDED BY COMMISSIONER OF PATENTS

   26-Feb-04

6. 09/587,734

   System & Method for Providing an Enhanced Digital Video File

   SUSPENDED BY COMMISSIONER OF PATENTS

   26-Feb-04

7. 09/587,026

   System & Method for Playing a Digital Video File

   SUSPENDED BY COMMISSIONER OF PATENTS

   26-Feb-04

8. 09/587,730

   System & Method for Streaming an Enhanced Digital Video File

   SUSPENDED BY COMMISSIONER OF PATENTS

26-Feb-04

9. 60/223,344

   Zoom & Pan Using a Digital Camera

10. 60/233,341

    Zoom & Pan Imaging Design Tool

11. 60,169,559

    Apparatus and Method for Producing Enhanced Video Images and/or Video Files

12. 60/155,404

    Apparatus & Method for Producing Enhanced Video Images and/or Video Files

13. 60/149,737

    Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files

14. 60/146,726

    Apparatus & Method for Producing Enhanced Digital Images

15. 60/141,440

    Apparatus & Method for Providing and/or transmitting Video Data and/or Information in a Communication Network

16. 60/137,921

    Apparatus & Method for Playing Video Files Across the Internet

17. 60/137,297

    Apparatus & Method for Producing Enhanced Video Images

18. 60/125,824

    Apparatus & Method for Producing Enhanced Digital Images

Foreign Patents

1. PCT/US00/21211

   System & Method for Providing an Enhanced

   Digital Image File

2. PCT/US00/15602

   System & Method for Video Playback Over a Network

3. PCT/US00/15406

   System & Method for Playing a Digital Video File

   15406 Part 1 Attachment

   15406 Part 2 Attachment

   15406 Part 3 Attachment

4. PCT US00/15408

   System & Method for Streaming an Enhanced Digital Video File

5. PCT/US00/15405

   System & Method for Providing an Enhanced Digital Video File

6. PCT US00/07772

   Apparatus & Method for Producing Enhanced Digital Images

7. EPO 00938126.0

   System & Method for Streaming an Enhanced Digital Video File

8. EPO 00944619.6

   System & Method for Streaming an Enhanced Digital Video File

9. EPO 00955352.0

   System & Method for Providing an Enhanced Digital Image File

10. Japan 2001 502364

    System & Method for Streaming an Enhanced Digital Video File

11. Japan 2001 502362

    System & Method for Streaming an Enhanced Digital Video File

12. Japan 2001 514379

    System & Method for Providing an Enhanced Digital Image File

13. Korea PCT US00 15408

Trademarks

1. 75/725,802

   THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

2. 75/725,805

   IVIEWIT "YOUR THIRD EYE TO THE WORLD" June 8, 1999 FILED July 27, 2004

3. 75/725,806

   IVIEWIT "YOUR THIRD EYE TO THE WORLD" June 8, 1999 FILED July 27, 2004

4. 75/725,807

   IVIEWIT 'YOUR THIRD EYE TO THE WORLD" (THIS MARK IS MISSING PROPER QUOTES June 8, 1999 FILED July 27, 2004

5. 75/725,808

   IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004

6. 75/725,809

   IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004

7. 75/725,810

   IVIEWIT "YOUR THIRD EYE TO THE WORLD June 8, 1999 FILED July 27, 2004

8. 75/725,816

   IVIEWIT.COM June 8, 1999 FILED July 27, 2004

9. 75/725,816

   IVIEWIT June 8, 1999 FILED July 27, 2004

10. 75/725,817

    IVIEWIT.COM June 8, 1999 FILED July 27, 2004

11. 75/725,817

    IVIEWIT June 8, 1999 FILED July 27, 2004

12. 75/725,818

    IVIEWIT.COM June 8, 1999 FILED July 27, 2004

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13. 75/725,819

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

14. 75/725,819

IVIEWIT.COM June 8, 1999 FILED July 27, 2004

15. 75/725,820

IVIEWIT.COM June 8, 1999 FILED July 27, 2004

16. 75/725,821

IVIEWIT June 8, 1999 FILED July 27, 2004

17. 75/725,821

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

18. 75/725,822

IVIEWIT June 8, 1999 FILED July 27, 2004

19. 75/725,823

IVIEWIT June 8, 1999 FILED July 27, 2004

20. 75/725,823

THE CLICK HEARD 'ROUND THE WORLD June 8, 1999 FILED July 27, 2004

21. 76/037,700

IVIEWIT.COM May 1, 2000 FILED July 27, 2004

22. 76/037,701

A SITE FOR SORE EYES May 1, 2000 FILED July 27, 2004

23. 76/037,702

A SITE FOR SORE EYES May 1, 2000 FILED July 27, 2004

24. 76/037,703

IVIEWIT May 1, 2000 FILED July 27, 2004

25. 76/037,843

IVIEWIT LOGO May 1, 2000 FILED July 27, 2004



26. 76/037,844

May 1, 2000 FILED July 27, 2004

Iviewit Amended FEDERAL RICO & ANTITRUST LAWSUIT Si has interests in all litigations for RICO and Antitrust over next many years of IP life and times, the suit is docketed for 12 Counts at 1 Trillion Each, the case is ongoing with others being filed shortly and this one has been legally related by Federal Judge Shira Scheindlin to a NY Supreme Court Disciplinary Department Attorney Whistleblower Lawsuit.

http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf

Robert, please have you and your partner Don review the COI below in handling the Iviewit shares for my father and mother's estate.

Best ~ Eliot Bernstein

CONFLICT OF INTEREST (COI) DISCLOSURE FORM



"*Lasciate ogne speranza, voi ch'intrate*"[1]
whom fail to heed this form.

THIS COI MUST BE SIGNED AND RETURNED PRIOR TO ANY ACTION BY YOU IN THESE MATTERS

Please accept and return signed, the following Conflict of Interest Disclosure Form (COI) before continuing further with adjudication, review or investigation of the attached MOTION to the **United States Second Circuit Court**, titled,

MOTION TO:

AFTER 10 DAYS, IF THIS FORM HAS NOT BEEN SIGNED OR SUBSEQUENTLY TURNED OVER TO A NON CONFLICTED PARTY, YOUR FAILURE TO COMPLY MAY RESULT IN CRIMINAL AND CIVIL CHARGES FILED AGAINST YOU FOR AIDING AND ABETTING A RICO CRIMINAL ORGANIZATION, FEDERAL OBSTRUCTION OF JUSTICE AND MORE, AS NOTED HEREIN.

The Conflict of Interest Disclosure Form is designed to ensure that the review and any determination from such review of the enclosed materials should not be biased by any conflicting financial interest or any other conflicting interest by those reviewers responsible for the handling of this confidential information. Whereby any conflict with any of the main alleged perpetrators of the alleged crimes referenced in these matters herein, or any other perpetrators not known at this time, must be fully disclosed in writing and returned by anyone reviewing these matters prior to making ANY determination.

Disclosure forms with "Yes" answers, by any party, to any of the following questions, are demanded not to open the remainder of the documents or opine in any manner, until the signed COI is reviewed and approved by the Iviewit companies and Eliot I. Bernstein. If you feel that a Conflict of Interest exists that cannot be eliminated through conflict resolution with the Iviewit

Companies or Eliot Bernstein, instantly forward the matters to the next available reviewer that is free of conflict that can sign and complete the requisite disclosure. Please identify conflicts that you have, in writing, upon terminating your involvement in the matters to the address listed at the end of this disclosure form for Iviewit companies or Eliot I. Bernstein. As many of these alleged perpetrators are large law firms, lawyers, members of various state and federal courts, officers of federal, state and local law enforcement and regulatory agencies, careful review and disclosure of any conflict with those named herein is pertinent in your continued handling of these matters objectively.

These matters already involve claims of, including but not limited to, Conflicts of Interest, Violations of Public Offices, *Whitewashing of Official Complaints in the Supreme Courts of New York, Florida, Virginia and elsewhere, Threatening a Federal* Witness in a "legally related" Federal Whistleblower Lawsuit, Document Destruction and Alteration, Obstructions of Justice, RICO, ATTEMPTED MURDER and much more. The need for prescreening for conflict is essential to the administration of due process in these matters and necessary to avoid charges of OBSTRUCTION OF JUSTICE and more, against you. US Federal District Court Judge, Shira A. Scheindlin, legally related the matters to a New York Supreme Court Attorney Whistleblower Lawsuit of Christine C. Anderson, Esq. who alleges similar claims of public office corruption against Supreme Court of New York Officials, US Attorneys, NY District Attorneys and Assistant District Attorneys. Therefore, this Conflict Check is a formal request for full disclosure of any conflict on your part, such request conforming with all applicable state and federal laws, public office rules and regulations, attorney conduct codes and judicial canons or other international law and treatises requiring disclosure of conflicts and disqualification from these matters where conflict precludes involvement.

Failure to comply with all applicable conflict disclosure rules, public office rules and regulations, and, state, federal and international laws, prior to continued action on your part, **shall constitute cause** for the filing of criminal and civil complaints against you for any decisions or actions you make prior to a signed Conflict Of Interest Disclosure Form. Charges will be filed against you for failure to comply. Complaints will be filed with all appropriate authorities, including but not limited to, the appropriate Federal, State, Local and International Law Enforcement Agencies, Public Integrity Officials, Judicial Conduct Officials, State and Federal Bar *Associations, Disciplinary Departments and any/all other appropriate agencies.*

I. Do you, your spouse and your dependents, in the aggregate, have any direct or indirect relations, relationships or interest(s) in any entity, or any of the parties listed in EXHIBIT 1 of this document, or any of the named Defendants in these matters contained at the URL, http://iviewit.tv/CompanyDocs/Appendix%20A/index.htm#proskauer ? Please review the online index in entirety prior to answering, as there are several thousand persons and entities.

_____NO ____YES

Please describe in detail any relations, relationships, interests and conflicts, on a separate and attached sheet, fully disclosing all information. If the answer is Yes, please describe the relations, relationships, interests and conflicts, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

II. Do you, your spouse and your dependents, in the aggregate, have any direct or indirect relations, relationships or interest(s), in any entity, or any direct or indirect relations, relationships or interest(s), to ANY other known, or unknown person, or known or unknown entity, not named herein, which will cause your review of the materials you are charged with investigating to be biased by any conflicting past, present, or future financial interest(s) or any other interest(s)?

_____NO ____YES

Please describe in detail any relations, relationships, interests and conflicts, on a separate and attached sheet, fully disclosing all information. If the answer is Yes, please describe the relations, relationships and interests, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

III. Do you, your spouse, and your dependents, in the aggregate, receive salary or other remuneration or financial considerations from any person or entity related in any way to the parties defined in Question I, including but not limited to, campaign contributions whether direct, "in kind" or of any type at all?

_____NO ____YES

Please describe in detail any interests or conflicts, on a separate and attached sheet, fully disclosing all information regarding the conflicts or considerations. If the answer is Yes, please describe the relations, relationships and / or interests, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

IV. *Have you, your spouse, and your dependents, in the aggregate, had any prior communication(s), including but not* limited to, phone, facsimile, e-mail, mail, verbal, etc., with any person related to the proceedings of Iviewit, Eliot Ivan Bernstein or the related matters in anyway and parties in Question I?

_____NO _____YES

Please describe in detail any identified communication(s) on a separate and attached sheet fully disclosing all information regarding the communication(s). If the answer is Yes, please describe the communication(s) in detail, including but not limited to, who was present, what type of communication, the date and time, length, what was discussed, please affirm

whether such communication(s) present a conflict of interest in fairly reviewing the matters herein without undue bias or prejudice of any kind.

V. I have run a thorough and exhaustive Conflict of Interest check, conforming to any/all, state, federal and local laws, public office rules and regulations, and, any professional association rules and regulations, regarding disclosure of any/all conflicts. I have verified that my spouse, my dependents, and I, in the aggregate, have no conflicts with any parties or entities to the matters referenced herein. I understand that any undisclosed conflicts, relations, relationships and interests, will result in criminal and civil charges filed against me both personally and professionally.
_____NO ____YES

VI. I have notified all parties with any liabilities regarding my continued actions in these matters, including state agencies, shareholders, bondholders, auditors and insurance concerns or any other person with liability that may result from my actions in these matters as required by any laws, regulations and public office rules I am bound by.
_____NO ____YES

RELEVANT SECTIONS OF JUDICIAL CANNONS, ATTORNEY CONDUCT CODES AND LAW

Conflict of Interest Laws & Regulations

Conflict of interest indicates a situation where a private interest may influence a public decision. Conflict of Interest Laws are Laws and designed to prevent Conflicts of Interest that deny fair and impartial due process and procedure thereby Obstructing Justice in State and Federal, Civil and Criminal Proceedings. These Laws may contain provisions related to financial or asset disclosure, exploitation of one's official position and privileges, improper relationships, regulation of campaign practices, etc. The Relevant Sections of Attorney Conduct Codes, Judicial Cannons, Public Office Rules & Regulations and State & Federal Law listed herein are merely a benchmark guide and other state, federal and international laws, rules and regulations may be applicable to your particular circumstances in reviewing or acting in these matters. For a more complete list of applicable sections of law relating to these matters, please visit the URL,
http://iviewit.tv/CompanyDocs/oneofthesedays/index.htm#_Toc107852933,
fully incorporated by reference in entirety herein.
New York State Consolidated Laws Penal

ARTICLE 200 BRIBERY INVOLVING PUBLIC SERVANTS AND RELATED OFFENSES
S 200.03 Bribery in the second degree
S 200.04 Bribery in the first degree
S 200.05 Bribery; defense
S 200.10 Bribe receiving in the third degree
S 200.11 Bribe receiving in the second degree
S 200.12 Bribe receiving in the first degree
S 200.15 Bribe receiving; no defense
S 200.20 Rewarding official misconduct in the second degree
S 200.22 Rewarding official misconduct in the first degree S 200.25 Receiving reward for official misconduct in the second degree
S 200.27 Receiving reward for official misconduct in the first degree
S 200.30 *Giving unlawful gratuities*
S 200.35 Receiving unlawful gratuities
S 200.40 Bribe giving and bribe receiving for public office; definition of term
S 200.45 Bribe giving for public office
S 200.50 Bribe receiving for public office
ARTICLE 175 OFFENSES INVOLVING FALSE WRITTEN STATEMENTS
S 175.05 Falsifying business records in the second degree. S 175.10 Falsifying business records in the first degree.
S 175.15 Falsifying business records; defense
S 175.20 Tampering with public records in the second degree
S 175.25 Tampering with public records in the first degree
S 175.30 Offering a false instrument for filing in the second degree
S 175.35 Offering a false instrument for filing in the first degree
NY Constitution ARTICLE XIII Public Officers
Public Officers - Public Officers ARTICLE 1
ARTICLE 2 Appointment and Qualification of Public Officers - ARTICLE 15 ATTORNEYS AND COUNSELORS
S 468-b. Clients` security fund of the state of New York
S 476-a. Action for unlawful practice of the law
S 476-b. Injunction to restrain defendant from unlawful practice of the law
S 476-c. Investigation by the attorney-general
S 487. Misconduct by attorneys
S 488. Buying demands on which to bring an action.



Public Officers Law SEC 73 Restrictions on the Activities Of Current and Former State Officers and Employees
Public Officers Law SEC 74 Code of Ethics
Conflicts of Interest Law, found in Chapter 68 of the New York City Charter, the City's Financial Disclosure Law, set forth in section 12-110 of the New York City Administrative Code, and the Lobbyist Gift Law, found in sections 3-224 through 3-228 of the Administrative Code.

TITLE 18 FEDERAL CODE & OTHER APPLICABLE FEDERAL LAW

Title 18 U.S.C. § 4. Misprision of felony. Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.
A federal judge, or any other government official, is required as part of the judge's mandatory administrative duties, to receive any offer of information of a federal crime. If that judge blocks such report, that block is a felony under related obstruction of justice statutes, and constitutes a serious offense.
Upon receiving such information, the judge is then required to make it known to a government law enforcement body that is not themselves involved in the federal crime.

Title 28 U.S.C. § 1361. Action to compel an officer of the United States to perform his duty. The district courts shall have original jurisdiction of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the plaintiff.
This federal statute permits any citizen to file a lawsuit in the federal courts to obtain a court order requiring a federal official to perform a mandatory duty and to halt unlawful acts. This statute is Title 28 U.S.C. § 1361.
Fraud upon the court

FRAUD on the COURT
In the United States, when an officer of the court is found to have fraudulently presented facts to court so that the court is impaired in the impartial performance of its legal task, the act, known as "fraud upon the court", is a crime deemed so severe and fundamentally opposed to the operation of justice that it is not subject to any statute of limitation.
Officers of the court include: Lawyers, Judges, Referees, and those appointed; Guardian Ad Litem, Parenting Time Expeditors, Mediators, Rule 114 Neutrals, Evaluators, Administrators, special appointees, and any others whose influence are part of the judicial mechanism.
"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication". Kenner v. C.I.R., 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23
In Bulloch v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."
What effect does an act of "fraud upon the court" have upon the court proceeding? "Fraud upon the court" makes void the orders and judgments of that court.

TITLE 18 PART I CH 11
Sec. 201. Bribery of public officials and witnesses
Sec. 225. - Continuing financial crimes enterprise
BRIBERY, GRAFT, AND CONFLICTS OF INTEREST
Sec. 205. - Activities of officers and employees in claims against and other matters affecting the Government
Sec. 208. - Acts affecting a personal financial interest
Sec. 210. - Offer to procure appointive public office
Sec. 225. - Continuing financial crimes enterprise
TITLE 18 PART I CH 79 Sec 1623 - False declarations before grand jury or court
Sec 654 - Officer or employee of United States converting property of another
TITLE 18 PART I CH 73 Sec 1511 - Obstruction of State or local law enforcement
TITLE 18 PART I CH 96 Sec 1961 RACKETEER INFLUENCED AND CORRUPT Organizations ("RICO")
Section 1503 (relating to obstruction of justice),
Section 1510 (relating to obstruction of criminal investigations)
Section 1511 (relating to the obstruction of State or local law enforcement),
Section 1952 (relating to racketeering),
Section 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity),
TITLE 18 PART I CH 96 SEC 1962 (A) RICO
TITLE 18 PART I CH 96 SEC 1962 (B) RICO
TITLE 18 PART I CH 96 SEC 1962 (C) RICO
TITLE 18 PART I CH 19 SEC 1962 (D) RICO
TITLE 18 PART I CH 19 CONSPIRACY Sec 371 CONSPIRACY TO COMMIT OFFENSE OR TO DEFRAUD UNITED STATES
TITLE 18 PART I CH 95 RACKETEERING SEC 1957 Engaging in monetary transactions in property derived from specified unlawful activity
TITLE 18 PART I CH 47 Sec 1031 - Major fraud against the United States

Judicial Cannons

What causes the "Disqualification of Judges?"

Federal law requires the automatic disqualification of a Federal judge under certain circumstances.

In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. Liteky v. U.S., 114 S.Ct. 1147, 1162 (1994).

Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, only the appearance of partiality. Liljeberg v. Health Services Acquisition Corp., 486 U.S. 847, 108 S.Ct. 2194 (1988) (what matters is not the reality of bias or prejudice but its appearance); United States v. Balistrieri, 779 F.2d 1191 (7th Cir. 1985) (Section 455(a) "is directed against the appearance of partiality, whether or not the judge is actually biased.") ("Section 455(a) of the Judicial Code, 28 U.S.C. §455(a), is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.").

That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989). In Pfizer Inc. v. Lord, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant not only actually receive justice, but that he believes that he has received justice."

The Supreme Court has ruled and has reaffirmed the principle that "justice must satisfy the appearance of justice", Levine v. United States, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing Offutt v. United States, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954). A judge receiving a bribe from an interested party over which he is presiding, does not give the appearance of justice.

"Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).

Further, the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification. The Seventh Circuit Court of Appeals further stated that "We think that this language [455(a)] imposes a duty on the judge to act sua sponte, even if no motion or affidavit is filed." Balistrieri, at 1202.

Judges do not have discretion not to disqualify themselves. By law, they are bound to follow the law. Should a judge not disqualify himself as required by law, then the judge has given another example of his "appearance of partiality" which, possibly, further disqualifies the judge. Should another judge not accept the disqualification of the judge, then the second judge has evidenced an "appearance of partiality" and has possibly disqualified himself/herself. None of the orders issued by any judge who has been disqualified by law would appear to be valid. It would appear that they are void as a matter of law, and are of no legal force or effect.

Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbor (provided that he is not a judge). However some judges may not follow the law.

If you were a non-represented litigant, and should the court not follow the law as to non-represented litigants, then the judge has expressed an "appearance of partiality" and, under the law, it would seem that he/she has disqualified him/herself.

However, since not all judges keep up to date in the law, and since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

Courts have repeatedly ruled that judges have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts, no judge has immunity to engage in such acts.

Canon 1. A Judge Should Uphold the Integrity and Independence of the Judiciary

[1.1] Deference to the judgments and rulings of courts depends upon public confidence in the integrity and independence of judges. The integrity and independence of judges depends in turn upon their acting without fear or favor. Although judges should be independent, they must comply with the law, including the provisions of this Code. Public confidence in the impartiality of the judiciary is maintained by the adherence of each judge to this responsibility. Conversely, violation of this Code diminishes public confidence in the judiciary and thereby does injury to the system of government under law.

Canon 2. A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities

(A) A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

[2.2][2A] The prohibition against behaving with impropriety or the appearance of impropriety applies to both the professional and personal conduct of a judge. Because it is not practicable to list all prohibited acts, the proscription is necessarily cast in general terms that extend to conduct by judges that is harmful although not specifically mentioned in the Code. Actual improprieties under this standard include violations of law, court rules or other specific provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge's ability to carry out judicial responsibilities with integrity, impartiality and competence is impaired.

Canon 3. A Judge Should Perform the Duties of the Office Impartially and Diligently

(B) Adjudicative responsibilities.

(1) A judge shall be faithful to the law and maintain professional competence in it. A judge shall not be swayed by partisan interests, public clamor or fear of criticism.

(2) A judge shall require order and decorum in proceedings before the judge.

(D) Disciplinary responsibilities.

(1) A judge who receives information indicating a substantial likelihood that another judge has committed a substantial violation of this Part shall take appropriate action.

(2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a substantial violation of the Code of Professional Responsibility shall take appropriate action.

(3) Acts of a judge in the discharge of disciplinary responsibilities are part of a judge's judicial duties.

(E) Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned

[3.11][3B(6)(e)] A judge may delegate the responsibilities of the judge under Canon 3B(6) to a member of the judge's staff. A judge must make reasonable efforts, including the provision of appropriate supervision, to ensure that Section 3B(6) is not violated through law clerks or other personnel on the judge's staff. This provision does not prohibit the judge or the judge's law clerk from informing all parties individually of scheduling or administrative decisions.

[3.21][3E(1)] Under this rule, a judge is disqualified whenever the judge's impartiality might reasonably be questioned, regardless whether any of the specific rules in Section 3E(1) apply. For example, if a judge were in the process of negotiating for employment with a law firm, the judge would be disqualified from any matters in which that firm appeared, unless the disqualification was waived by the parties after disclosure by the judge.

[3.22][3E(1)] A judge should disclose on the record information that the judge believes the parties or their lawyers might consider relevant to the question of disqualification, even if the judge believes there is no real basis for disqualification.

Canon 4. A Judge May Engage in Extra-Judicial Activities To Improve the Law, the Legal System, and the Administration of Justice

Canon 5. A Judge Should Regulate Extra-Judicial Activities To Minimize the Risk of Conflict with Judicial Duties

Public Office Conduct Codes New York

PUBLIC OFFICERS LAW Laws 1909, Chap. 51.

CHAPTER 47 OF THE CONSOLIDATED LAWS PUBLIC OFFICERS LAW

Sec. 17. Defense and indemnification of state officers and employees. 2 (b)

Sec. 18. Defense and indemnification of officers and employees of public entities.3 (b)

Sec. 74. Code of ethics.(2)(3)(4)

§ 73. Business or professional activities by state officers and employees and party officers.

NY Attorney Conduct Code

(a) "Differing interests" include every interest that will adversely affect either the judgment or the loyalty of a lawyer to a client, whether it be a conflicting, inconsistent, diverse, or other interest.

CANON 5. A Lawyer Should Exercise Independent Professional Judgment on Behalf of a Client

DR 5-101 [1200.20] Conflicts of Interest - Lawyer's Own Interests.

DR 5-102 [1200.21] Lawyers as Witnesses.
DR 5-103 [1200.22] Avoiding Acquisition of Interest in Litigation.
DR 5-104 [1200.23] Transactions Between Lawyer and Client.
DR 5-105 [1200.24] Conflict of Interest; Simultaneous Representation.
DR 5-108 [1200.27] Conflict of Interest - Former Client.
CANON 6. A Lawyer Should Represent a Client Competently
CANON 7. A Lawyer Should Represent a Client Zealously Within the Bounds of the Law
DR 7-102 [1200.33] Representing a Client Within the Bounds of the Law.
DR 7-110 [1200.41] Contact with Officials.
DR 8-101 [1200.42] Action as a Public Official.
DR 8-103 [1200.44] Lawyer Candidate for Judicial Office.
A. A lawyer who is a candidate for judicial office shall comply with section 100.5 of the Chief Administrator's Rules Governing Judicial Conduct (22 NYCRR) and Canon 5 of the Code of Judicial Conduct.
CANON 9. A Lawyer Should Avoid Even the Appearance of Professional Impropriety
DR 9-101 [1200.45] Avoiding Even the Appearance of Impropriety.

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Inventor
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Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL

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Iviewit.com, Inc. – FL
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Iviewit, Inc. – DL
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http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out
Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded
and Part 2 @
http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related
and
Christine Anderson Whistleblower Testimony @
http://www.youtube.com/watch?v=6BlK73p4Ueo
and
Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0
Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM
Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
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Thought that was crazy, try
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Other Websites I like:
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http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
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http://www.makeourofficialsaccountable.com
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http://www.liberty-candidates.org/greg-fischer/
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http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

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- The Bilderberg Group;
- The Federalist Society;
- The Bradley Foundation;

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A. United States Court of Appeals for the Second Circuit 08-4873-cv

B. (07cv11196) Bernstein et al. v Appellate Division First Department Disciplinary Committee, et al. - TRILLION DOLLAR LAWSUIT Defendants, in addition to those already listed herein, include but are not limited to;

- STATE OF NEW YORK;
- THE OFFICE OF COURT ADMINISTRATION OF THE UNIFIED COURT SYSTEM;
- STEVEN C. KRANE in his official and individual Capacities for the New York State Bar Association and the Appellate Division First Department Departmental disciplinary Committee, and, his professional and individual capacities as a Proskauer partner;
- ESTATE OF STEPHEN KAYE, in his professional and individual capacities;
- MATTHEW M. TRIGGS in his official and individual capacity for The Florida Bar and his professional and individual capacities as a partner of Proskauer;
- JON A. BAUMGARTEN, in his professional and individual capacities;
- SCOTT P. COOPER, in his professional and individual capacities;
- BRENDAN J. O'ROURKE, in his professional and individual capacities;
- LAWRENCE I. WEINSTEIN, in his professional and individual capacities;
- WILLIAM M. HART, in his professional and individual capacities;
- DARYN A. GROSSMAN, in his professional and individual capacities;
- JOSEPH A. CAPRARO JR., in his professional and individual capacities;
- JAMES H. SHALEK; in his professional and individual capacities;
- GREGORY MASHBERG, in his professional and individual capacities;
- JOANNA SMITH, in her professional and individual capacities;
- TODD C. NORBITZ, in his professional and individual capacities;
- ANNE SEKEL, in his professional and individual capacities;
- JIM CLARK, in his professional and individual capacities;
- STATE OF FLORIDA, OFFICE OF THE STATE COURTS ADMINISTRATOR, FLORIDA;
- FLORIDA SUPREME COURT;
- HON. CHARLES T. WELLS, in his official and individual capacities;
- HON. HARRY LEE ANSTEAD, in his official and individual capacities;
- HON. R. FRED LEWIS, in his official and individual capacities;
- HON. PEGGY A. QUINCE, in his official and individual capacities;
- HON. KENNETH B. BELL, in his official and individual capacities;

- THOMAS HALL, in his official and individual capacities;
- DEBORAH YARBOROUGH in her official and individual capacities;
- DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – FLORIDA;
- CITY OF BOCA RATON, FLA.;
- ROBERT FLECHAUS in his official and individual capacities;
- ANDREW SCOTT in his official and individual capacities;
- PAUL CURRAN in his official and individual capacities;
- MARTIN R. GOLD in his official and individual capacities;
- SUPREME COURT OF NEW YORK APPELLATE DIVISION FIRST DEPARTMENT;
- CATHERINE O'HAttorney GeneralEN WOLFE in her official and individual capacities;
- HON. ANGELA M. MAZZARELLI in her official and individual capacities;
- HON. RICHARD T. ANDRIAS in his official and individual capacities;
- HON. DAVID B. SAXE in his official and individual capacities;
- HON. DAVID FRIEDMAN in his official and individual capacities;
- HON. LUIZ A. GONZALES in his official and individual capacities;
- SUPREME COURT OF NEW YORK APPELLATE DIVISION SECOND JUDICIAL DEPARTMENT;
- SUPREME COURT OF NEW YORK APPELLATE DIVISION SECOND DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE;
- HON. A. GAIL PRUDENTI in her official and individual capacities;
- HON. JUDITH S. KAYE in her official and individual capacities;
- STATE OF NEW YORK COMMISSION OF INVESTIGATION;
- ANTHONY CARTUSCIELLO in his official and individual capacities;
- LAWYERS FUND FOR CLIENT PROTECTION OF THE STATE OF NEW YORK;
- OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK;
- ELIOT SPITZER in his official and individual capacities, as both former Attorney General for the State of New York, and, as former Governor of the State of New York;
- ANDREW CUOMO in his official and individual capacities, as both former Attorney General for the State of New York, and, as current Governor of the State of New York;
- Steven M. Cohen in his official and individual capacities, as both former Chief of Staff fo Attorney General Andrew Cuomo for the State of New York, and, as current Secretary to the Governor of the State of New York;
- Emily Cole, in her official and individual capacities, as an employee of Steven M. Cohen for the Governor Cuomo of the State of New York;
- COMMONWEALTH OF VIRGINIA;
- VIRGINIA STATE BAR;
- ANDREW H. GOODMAN in his official and individual capacities;
- NOEL SENGEL in her official and individual capacities;
- MARY W. MARTELINO in her official and individual capacities;
- LIZBETH L. MILLER, in her official and individual capacities;
- MPEGLA LLC; LAWRENCE HORN, in his professional and individual capacities;
- INTEL CORP.; LARRY PALLEY, in his professional and individual capacities;
- SILICON GRAPHICS, INC.;
- LOCKHEED MARTIN Corp;
- EUROPEAN PATENT OFFICE;
- ALAIN POMPIDOU in his official and individual capacities;
- WIM VAN DER EIJK in his official and individual capacities;
- LISE DYBDAHL in her official and personal capacities;
- DIGITAL INTERACTIVE STREAMS, INC.;
- ROYAL O'BRIEN, in his professional and individual capacities;
- HUIZENGA HOLDINGS INCORPORATED, WAYNE HUIZENGA, in his professional and individual capacities;
- WAYNE HUIZENGA, JR., in his professional and individual capacities;
- BART A. HOUSTON, ESQ. in his professional and individual capacities;
- BRADLEY S. SCHRAIBERG, ESQ. in his professional and individual capacities;
- WILLIAM G. SALIM, ESQ. in his professional and individual capacities;
- BEN ZUCKERMAN, ESQ. in his professional and individual capacities;
- SPENCER M. SAX, in his professional and individual capacities;
- ALBERTO GONZALES in his official and individual capacities;
- JOHNNIE E. FRAZIER in his official and individual capacities;
- IVIEWIT, INC., a Florida corporation;

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- IVIEWIT, INC., a Delaware corporation;
- IVIEWIT HOLDINGS, INC., a Delaware corporation (f.k.a. Uview.com, Inc.);
- UVIEW.COM, INC., a Delaware corporation;
- IVIEWIT TECHNOLOGIES, INC., a Delaware corporation (f.k.a. Iviewit Holdings, Inc.);
- IVIEWIT HOLDINGS, INC., a Florida corporation;
- IVIEWIT.COM, INC., a Florida corporation;
- I.C., INC., a Florida corporation;
- IVIEWIT.COM, INC., a Delaware corporation;
- IVIEWIT.COM LLC, a Delaware limited liability company;
- IVIEWIT LLC, a Delaware limited liability company;
- IVIEWIT CORPORATION, a Florida corporation;
- IBM CORPORATION;

To be added New Defendants in the RICO & ANTITRUST Lawsuit through amendment or in any anticipated future litigations and criminal filings:

- **Andrew Cuomo, in his official and individual capacities,**
- **Steven M. Cohen, in his official and individual capacities,**
- **Emily Cole, in her official and individual capacities,**
- **Justice Richard C. Wesley in his official and individual capacities,**
- **Justice Peter W. Hall in his official and individual capacities,**
- **Justice Debra Ann Livingston in her official and individual capacities,**
- **Justice Ralph K. Winter in his official and individual capacities,**
- **P. Stephen Lamont, (Questions about Lamont's filings on behalf of others and more filed with criminal authorities and this Court notified of the alleged fraudulent activities of Lamont)**
- **Alan Friedberg, in his official and individual capacities,**
- **Roy Reardon, in his official and individual capacities,**
- ***Martin Glenn, in his official and individual capacities,***
- **Warner Bros. Entertainment, (Already named in the lawsuit since the amended complaint filed)**
- **Time Warner Communications, (Already named in the lawsuit since the amended complaint filed)**
- **AOL Inc., (Already named in the lawsuit since the amended complaint filed)**
- **Ropes & Gray,**
- **Stanford Financial Group,**
- **Bernard L. Madoff et al.**
- **Marc S. Dreier, (Already named in the lawsuit since the amended complaint filed)**
- **Sony Corporation, (Already named in the lawsuit since the amended complaint filed)**
- **Ernst & Young, (Already named in the lawsuit since the amended complaint filed)**
- **Arthur Andersen, (Already named in the lawsuit since the amended complaint filed)**
- **Enron, (Already named in the lawsuit since the amended complaint filed)**

C. Other Cases @ US District Court - Southern District NY Related to Christine C. Anderson

- *07cv09599* *Anderson v The State of New York, et al. - WHISTLEBLOWER LAWSUIT;*
- 07cv11196 Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.;
- 07cv11612 Esposito v The State of New York, et al.;
- 08cv00526 Capogrosso v New York State Commission on Judicial Conduct, et al.;
- 08cv02391 McKeown v The State of New York, et al.;
- 08cv02852 Galison v The State of New York, et al.;
- 08cv03305 Carvel v The State of New York, et al.;
- 08cv04053 Gizella Weisshaus v The State of New York, et al.;
- 08cv04438 Suzanne McCormick v The State of New York, et al.
- 08cv06368 John L. Petrec-Tolino v. The State of New York



I VIEW IT TECHNOLOGIES, INC.

Surf with Vision

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

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded

and Part 2 @ my favorite part
http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related

and
Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN

FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

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

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

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbarthefloridabar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
www.HireLyrics.org
www.Facebook.com/Roxanne.Grinage
www.Twitter.com/HireLyrics
www.YouTube.com/HireLyrics
www.YouTube.com/WhatIsThereLeftToDo
www.YouTube.com/RoxanneGrinage
www.BlogTalkRadio.com/Born-To-Serve
www.ireport.cnn.com/people/HireLyrics
http://www.attorneysabovethelaw.com
http://heavensclimb.blogspot.com
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--
"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE
The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot



Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
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[1] il Sommo Poeta ~ Durante degli Alighieri, "Divina Commedia" 1308-1321 Canto III

STOCK LEDGER

Capitalization of iviewit Holdings, Inc.
Fully-Diluted
(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding:	**55,134**
Total Class B common stock issued and outstanding:	**5,000**
Total Class A and B common stock issued and outstanding:	**60,134**

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling *$15,000* $15,000 $15,000	7/8/99 9/27/99 11/9/99	*Not Rec'd* Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

STOCK LEDGER

Capitalization of iviewit Holdings, Inc.
Fully-Diluted
(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding:	**55,134**
Total Class B common stock issued and outstanding:	**5,000**
Total Class A and B common stock issued and outstanding:	**60,134**

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

added move 25K

& 5K

pd

pd

partial update

pd

~~Voters~~ 100K

Brian Utley 5K

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
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Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

uview.com, Inc.
GRANTS OF STOCK

Shareholder	Number and Class of Shares	Date Letter Sent	Date Letter Received [1]	Amount of Consideration Received	Stock Issued
Eliot I. Bernstein	**193,200 Class A Common Issued in Error/Canceled**	**7/7/99**	**7/8/99**	**Contribution of Patents**	**1-A**
Eliot I. Bernstein	11,320 Class A Common			Contribution of Patents	6-A
Simon L. Bernstein	5,350 Class A Common			$5,175.00	7-A
The Joshua Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	1-B
The Jacob Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	2-B
Gerald R. Lewin & Barbara S. Lewin	2,000 Class B Common	7/7/99	7/22/99	$1,000.00	3-B
Erika R. Lewin	250 Class B Common	7/7/99	7/22/99	$125.00	4-B
Jennifer P. Lewin	250 Class B Common	7/7/99	7/22/99	$125.00	5-B
James Osterling	1,250 Class B Common	7/7/99	7/23/99	$625.00	6-B

uview.com, Inc.
GRANTS OF STOCK

James Armstrong	**12,500 Class B Common Issued in Error/Canceled**	**7/7/99**	**7/13/99**	**$625.00**	**7-B**
James Armstrong	1,750 Class B Common	7/7/99	7/13/99	$875.00	13-B
Guy Iantoni	1,250 Class B Common	7/7/99	7/14/99	$625.00	14-B
Jill Iantoni	1,250 Class B Common	7/7/99	7/14/99	$625.00	15-B
Andrew Dietz	1,250 Class B Common	7/7/99	7/20/99	$625.00	8-B
Donna Dietz	1,250 Class B Common	7/7/99	7/20/99	$625.00	9-B
Patricia Daniels	1,250 Class B Common	7/7/99	7/13/99	$625.00	18-B
Bettie Stanger	500 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	10-B
Lisa Friedstein	2,500 Class B Common	7/7/99	7/30/99	No check	11-B
Donald G. K ane, II	1,663 Class B Common	7/7/99	7/30/99	$831.50	12-B
Eliot I. Bernstein	7,500 Class B Common	8/19/99		Contribution of Patents	16-B
Simon L. Bernstein	5,000 Class B Common	8/19/99		Paid for as part of original Class A issuance	17-B
Brian Utley	1,713.8 Class B Common	11/1/99	12/2/99		20-B

uview.com, Inc.
GRANTS OF STOCK

uview.com, Inc. Capitalization
Total Class A and Class B Common Stock issued and outstanding at 9/7/99: 52,126.8
Total Class A Common Stock issued and outstanding at 9/7/99: 16,670
Total Class B Common Stock issued and outstanding at 9/7/99: 35,456.8

---

* Reflects post- reverse stock split share issuances.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
uview.com, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings, L.L.C (1)	30,067 Class A	11/1/99		Conversion of note	

(1) Total Outstanding Upon Issuance to Investech Holdings, L.L.C. (agreement is currently being negotiated): 601,335

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 13, 1999

VIA COURIER

Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Due Diligence Request - iviewit Technologies, Inc. and its affiliates (collectively, the "iviewit Entities"

Dear Mr. Bell:

In connection with the proposed purchase of shares of preferred stock of iviewit Technologies, Inc. (f/k/a iviewit Holdings, Inc.) by Alpine Venture Capital Partners, LP, enclosed please find documents and information (collectively, "Documents") in response to your Due Diligence Request List (the "Request"). For ease of reference, we have organized the Documents to correspond with the numbering system set forth on the Request. We have prepared three binders, each of which contain Documents for the main iviewit Entities, as well as each of their predecessor (or affiliated) entities. In instances where the iviewit Entities had no relevant Documents under the applicable sections of the Request, we have left the sections in the binders empty. We will fax to you tomorrow an annotated copy of the Request, noting the sections for which there are no applicable Documents.

We will continue to send you Documents as such becomes available to us. These will include, among other things, an updated list of stockholders and members, as applicable, of the current iviewit Entities.

In order to help you more easily understand the relationship of the Documents to the current and predecessor iviewit Entities, please note that effective December 30, 1999, iviewit Technologies, Inc. (formerly known as iviewit Holdings, Inc.) ("Technologies"), as the sole member of iviewit.com LLC ("LLC"), exchanged its membership interests in LLC for 100 shares of iviewit.com, Inc., a newly organized Delaware corporation ("com, Inc.") (representing all of the issued and outstanding

common stock of com, Inc.). As a result, LLC became a wholly-owned subsidiary of com, Inc. Immediately thereafter, effective December 30, 1999, the then majority-owned subsidiary, iviewit LLC ("iviewit LLC"), transferred all of its assets and liabilities (including the 100 shares of com, Inc.) to Technologies in exchange for shares of Class A and Class B Common Stock of Technologies. The holders of iviewit LLC Class A Membership Interests received, on a pro-rata basis, shares of Technologies Class A Common Stock and holders of iviewit LLC Class B Membership Interests received, on a pro-rata basis, shares of Technologies Class B Common Stock. Thereafter, iviewit LLC distributed the shares of Technologies Class A and Class B Common Stock to its members, on a pro-rata basis, and based upon the class of Membership Interests in iviewit LLC then held. For your reference, we have also attached to this letter the current structure of the iviewit Entities.

Once you have had an opportunity to review the enclosed documents and information, please feel free to call Rocky Thompson (561.995.4721) or me with any questions you may have.

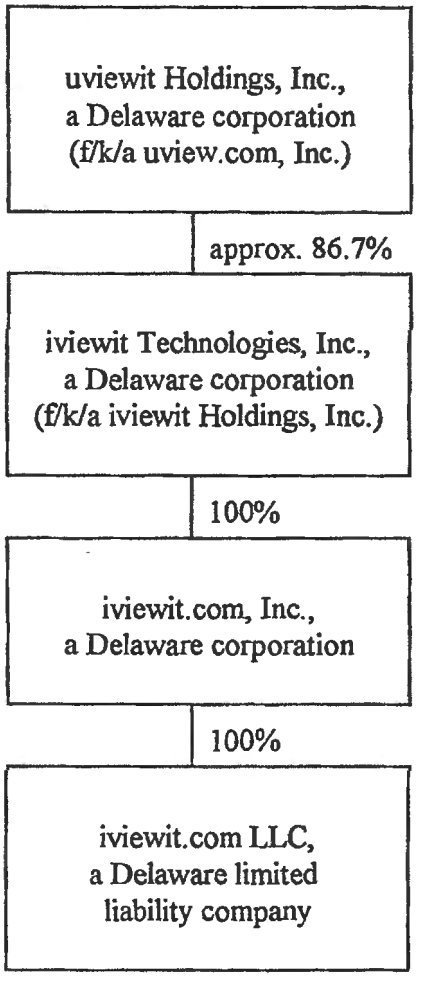
Very truly yours,

Mara Lerner Robbins

Enclosures

cc: Brian G. Utley, President and COO
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

CURRENT STRUCTURE



PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
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NEWARK
PARIS

Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 14, 1999

VIA FACSIMILE
Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Due Diligence Request - iviewit Holdings, Inc. and its affiliates (collectively, the "iviewit Entities"

Dear Mr. Bell:

Attached hereto please find a revised chart of the iviewit entities. The name of the parent entity in the chart attached to my letter to you dated January 13, 2000 (the "Letter") was incorrectly labeled. Additionally, the Letter reflects that Alpine Venture Capital Partners, LP, is commencing a due diligence review with respect to a proposed purchase of preferred stock of iviewit Technologies, Inc; however, the proper entity should have been reflected as iviewit Holdings, Inc. I apologize for any inconvenience this may have caused you.

I look forward to working with you on this matter.

Very truly yours,

Mara Lerner Robbins

Attachment

cc: Brian G. Utley, President and COO ✓
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

17

CURRENT STRUCTURE

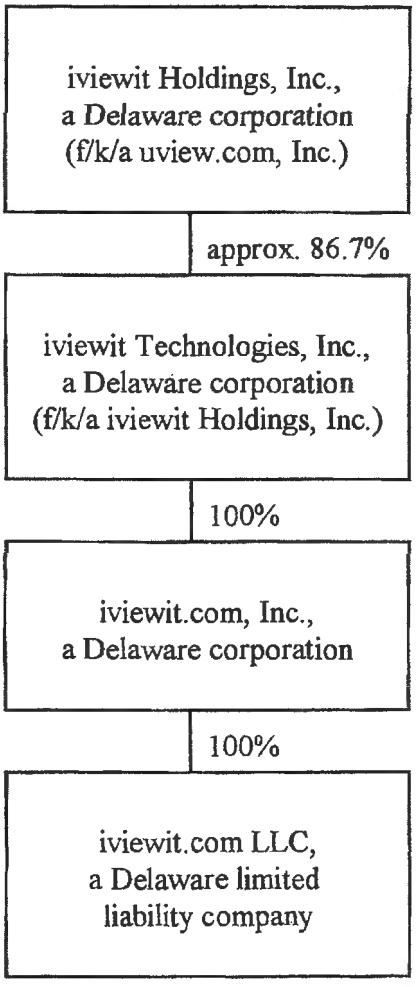
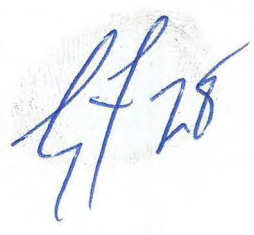


EXHIBIT 28 – EXPOSE CORRUPT COURT ARTICLES



FRIDAY, JANUARY 25, 2013

"FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS 'ETHICS BOSSES'"

HTTP://EXPOSECORRUPTCOURTS.BLOGSPOT.COM/2013/01/FORMER-INSIDER-ADMITS-TO-ILLEGAL.HTML

This story is written and posted by McKeown. The article details Obstruction of Justice against Related Case to this Lawsuit (07cv09599) Anderson v The State of New York, et al. filed by Whistleblower Christine C. Anderson, Esq. former Attorney at Law for the DDC and an expert in Attorney at Law Disciplinary complaints. The article details an invasion of privacy against Anderson to "OBSTRUCT JUSTICE" so outrageous as to completely have prejudiced not only the Anderson related lawsuit but this Lawsuit and every lawsuit related to Anderson, including but not limited to the following:

- ***(07cv11612) Esposito v The State of New York, et al.,***
- ***(08cv00526) Capogrosso v New York State Commission on Judicial Conduct, et al.,***
- ***(08cv02391) McKeown v The State of New York, et al.,***
- ***(08cv02852) Galison v The State of New York, et al.,***
- ***(08cv03305) Carvel v The State of New York, et al., and,***
- ***(08cv4053) Gizella Weisshaus v The State of New York, et al.***
- ***(08cv4438) Suzanne McCormick v The State of New York, et al.***
- ***(08 cv 6368) John L. Petrec-Tolino v. The State of New York***

Selected Quotes from this story,

"FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS "ETHICS BOSSES

http://exposecorruptcourts.blogspot.com/2013/01/former-insider-admits-to-illegal.html

Evidence was obtained on Thursday, January 24, 2013, confirming the position of a former NYS attorney ethics committee insider that various illegal actions were employed by New York State employees to target and/or protect select attorneys.

For purposes of this article, a first in a series, the former insider will be referred to as "The Cleaner's Man" or "The Man."

The Cleaner

During the wrongful termination case of former Manhattan ethics attorney Christine Anderson, it was revealed that New York State employees had a nick-name for supervising ethics attorney Naomi Goldstein. Naomi Goldstein was, "The Cleaner."

"Ethics" Retaliation Machine Was Real.

The focus of this initial article concerns the 1st and 2nd judicial department, though the illegal methods are believed to have been utilized statewide in all 4 judicial departments.

The Cleaner's Man says that he would receive a telephone call from Naomi Goldstein, who would say, "*we have another target, I want to meet you...*" *The Man also says that Thomas* Cahill, a former DDC Chief Counsel, and Sherry Cohen, a former Deputy-Chief Counsel, were knowledgeable of all of Naomi Goldstein's activity with him and his team.

The meetings, he says, were usually at a park or restaurant near the Manhattan Attorney ethics offices (the "DDC") in lower Manhattan, however he did over time meet Goldstein at his office, the DDC or in movie theater- a venue picked by Naomi. Goldstein would provide her Man with the name, and other basic information, so that the Man's team could begin their "investigation."

The Man specifically recalls Naomi Goldstein advising him to "get as much damaging information as possible on Christine [Anderson]."

The Man says that they then tapped Ms. Anderson's phones, collected ALL "ISP" computer data, including all emails, and set up teams to surveil Anderson 24/7. The Man says he viewed the improperly recorded conversations and ISP data, and then personally handed those items over to Naomi Goldstein.

Anderson should not, however, feel like she was a lone target. According to The Man, "....over 125 cases were interfered with...." And there were dozens of "targeted" lawyers, says The Man,adding, that the actions of his teams were clearly "intentionally obstructing justice."

If Ms. Goldstein had identified the Ethics Committee's newest target as an attorney, it was quickly qualified with whether the involved lawyer was to be "screwed or UNscrewed." Unscrewed was explained as when an attorney needed to be "protected" or "saved" even if they did, in fact, have a major ethics problem.



The Man has a nice way of explaining his actions, the "authority" to so act and, he says, over 1.5 million documents as proof…….. The U.S. Attorney is aware of The Man and his claims…."

FEBRUARY 10, 2013

"UPDATE ON ATTORNEY "ETHICS" COMMITTEES' ILLEGAL WIRETAPS FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR "ETHICS" BOSSES."

http://exposecorruptcourts.blogspot.com/2013/02/update-on-attorney-ethics-committees.html

Excerpts from the article,

Evidence was obtained on Thursday, January 24, 2013, confirming the position of a former New York State attorney ethics committee insider that various illegal actions were employed by New York State supervising employees to target and/or protect select attorneys.

The Cleaner

Many of the most powerful attorneys in the United States are licensed to practice law in New York State, and if the business address for that lawyer is located in The Bronx or Manhattan, legal ethics is overseen by the Departmental Disciplinary Committee (the "DDC"), a group that falls under Manhattan's Appellate Division of The NY Supreme Court, First Department.

A few years ago, and during a wrongful termination case involving a former DDC ethics attorney, Christine Anderson, it was revealed that DDC employees had a nick-name for a supervising ethics attorney, Naomi Goldstein. "Ethics" Supervising Attorney Naomi Goldstein was known as "the Cleaner."

"Ethics" Retaliation Machine Was Real

There are usually cries of "retaliation" whenever charges of violating regulations of attorney ethics rules are lodged against a lawyer. However, an investigation of activity at the DDC for a ten year period reveals starling evidence of routine and improper retaliation, evidence tampering and widespread coverups.

Importantly, an insider, who says he was involved in the illegal activity, including widespread wiretapping, has provided the troubling details during recent interviews. He says he supervised the teams that acted illegally. The insider says that he was Naomi Goldstein's 'man' - The Cleaner's 'man' - and that he would simply receive a telephone call from Naomi Goldstein, and who would say, "we have another target, I want to meet you…" He also says that Thomas Cahill, a former DDC Chief Counsel, and Sherry Cohen, a former Deputy-Chief Counsel- and

now in private practice helping lawyers in "ethics" investigations, were part of, and knowledgeable of, the illegal activity.

The meetings, the insider says, were usually at a park or restaurant near the DDC's lower Manhattan ethics' offices, however he did over time meet Goldstein at his office, inside the DDC or in movie theater- a venue picked by Naomi. Goldstein only needed to provide him with the name and other basic information, so that his team could begin their "investigation."

He specifically recalls Naomi Goldstein advising him to "get as much damaging information as possible on Christine [Anderson,]" the former DDC staff attorney who had complained that certain internal files had been gutted of collected evidence.

Naomi's "man" says that they then tapped Ms. Anderson's phones, collected ALL "ISP" computer data, including all emails, and set up teams to surveil Anderson 24/7.

He says he reviewed the illegally recorded conversations and ISP data, and then personally handed those items over to Naomi Goldstein.

Attorney Christine Anderson should not, however, feel like she was a lone target. Initially, Goldstein's "man," indicated that "....over 125 [attorney] cases were interfered with...." But a subsequent and closer review of approximately 1.5 million documents has revealed that there may have been many hundreds of attorneys, over the ten-year-period, involved in the DDC's dirty tricks, focused retaliation and planned coverups.

Previously identified "targeted" lawyers were only numbered in the "dozens," but that was before the years-old documents were reviewed. In initial interviews, the insider says that if Ms. Goldstein had identified the DDC ethics committee's newest target as an attorney, it was quickly qualified with whether the involved lawyer was to be "screwed or UNscrewed." Unscrewed was explained as when an attorney needed to be "protected" or "saved" even if they did, in fact, have a major ethics problem. But targets, it is now revealed, were not always identified as having a law license.

The DDC insider also says that litigants (most of whom were not attorneys) were also DDC targets. The on-going document review continues to refresh the memory of the insider, after initially only remembering names from high-profile cases involving "big-name" attorneys. But one fact remains constant, says the insider- the actions of his teams were clearly and "intentionally obstructing justice."

WEDNESDAY, FEBRUARY 13, 2013

"JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER"

http://exposecorruptcourts.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html

Not only were attorneys targeted for 24/7 wiretapping of their personal and business phones, but judges in New York also became victims of the illegal whims of political insiders, according to a former insider who says he supervised parts of the operation for years.

It was previously reported that evidence was obtained on January 24, 2013 confirming illegal actions against New York attorneys, **including the continuous and illegal wiretapping of their phones and the complete capture and copying of all internet ISP activity, including email.** CLICK HERE TO SEE BACKGROUND STORY "Former Insider Admits to Illegal Wiretaps for "Ethics Bosses"

The Manhattan-based attorney ethics committee, the Departmental Disciplinary Committee (the "DDC"), a state-run entity that oversees the "ethics" of those who practice law in The Bronx and Manhattan, has been identified of **utilizing the illegal activity- at will, and by whim- to either target or protect certain attorneys.**

One Manhattan supervising ethics attorney, Naomi Goldstein, was identified as a regular requestor of the **illegal tape recordings, and former chief counsel [DEFENDANT] Thomas Cahill has been described in interviews as being "very involved" to those who were conducting the illegal activity.** Cahill subsequently retired, however New York State-paid attorney Naomi Goldstein still supervises "ethics" investigations from her Wall Street DDC 2nd floor office at 61 Broadway. THERE'S MORE TO THIS STORY, see the first 3 judges identified ..... CLICK HERE TO SEE THE LATEST ETHICSGATE UPDATE

WEDNESDAY, FEBRUARY 13, 2013

"JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER"

http://ethicsgate.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html

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Manhattan, has been identified of utilizing the illegal activity- at will, and by whim- to either target or protect certain attorneys.

One Manhattan supervising ethics attorney, Naomi Goldstein, was identified as a regular requestor of the illegal tape recordings, and former chief counsel Thomas Cahill has been described in interviews as being "very involved" to those who were conducting the illegal activity. *Cahill subsequently retired, however New York State-paid attorney Naomi Goldstein* still supervises "ethics" investigations from her Wall Street DDC 2nd floor office at 61 Broadway.

Ethicsgate

According to the source, one New York "ethics" legend, Alan Friedberg, was "very well known" to those conducting the illegal wiretapping activity. Friedberg, who has become the poster child for unethical tactics while conducting "ethics" inquiries, appears to have been present in the various state offices where illegal wiretaps were utilized. Friedberg worked for the New York State Commission on Judicial Conduct (the "CJC") before running the Manhattan attorney "ethics" committee as chief counsel for a few years. Friedberg then resurfaced at the CJC, where he remains today. The CJC investigates ethics complaints of all judges in New York State.

Judges Deserve Justice Too, Unless Political Hacks Decide Otherwise

While court administrators have effectively disgraced most judges with substandard compensation, it appears that at least the selective enforcement of "ethics" rules, dirty tricks and retaliation were equally employed on lawyers and judges alike.

According to the insider, targeted judges had their cellphones, homes and court phones wiretapped- all without required court orders. In addition, according to the source, certain courtrooms, chambers and robing rooms were illegally bugged.

A quick review of notes from over one million pages of evidence, according to the insider, reveals that the "black bag jobs" included: NYS Supreme Court Judge, the Hon. Alice Schlesinger (Manhattan), Criminal Court Judge, the Hon. Shari R. Michels (Brooklyn) and NYS Supreme Court Judge, the Bernadette Bayne (Brooklyn).

More coming soon..... sign up for email alerts, at the top of this page.....

CLICK HERE to see, "Top Judicial 'Ethics' Lawyer Settles Lack-of-Sex Lawsuit"

FRIDAY FEBRUARY 15, 2013

"NY GOVERNOR ANDREW CUOMO ASKED TO SHUT DOWN JUDICIAL "ETHICS" OFFICES."

http://ethicsgate.blogspot.com/2013/02/ny-governor-andrew-cuomo-asked-to-shut.html

Selected Quotes from that story,

New York State Governor Andrew Cuomo has been formally requested to immediately shut down the offices of The Commission on Judicial Conduct (the "CJC"), the state agency charged with overseeing the ethics of all judges in the Empire State. The request comes from a public integrity group after confirmation that the CJC has been involved in illegally wiretapping and other illegal "black bag operations" for years.

Governor Cuomo is asked to send New York State Troopers to close and secure the state's three judicial ethics offices: the main office on the 12th floor at 61 Broadway in Manhattan, the capital office in Albany at the Corning Tower in the Empire State Plaza, and the northwest regional office at 400 Andrews Street in Rochester.

The Governor is asked to telephone the Assistant United States Attorney who is overseeing the millions of items of evidence, most of which that has been secreted from the public- and the governor- by a federal court order.

Governor Cuomo was provided with the direct telephone number of the involved federal prosecutor, and simply requested to confirm that evidence exists that certain state employees in New York's so-called judicial "ethics" committee illegally wiretapped state judges.

The request to the governor will be posted at www.ethicsgate.com later today. (Media inquiries can be made to 202-374-3680.)

FRIDAY, FEBRUARY 15, 2013

"SEE THE LETTER TO NEW YORK GOVERNOR ANDREW CUOMO RE: WIRETAPPING JUDGES..."

CLICK HERE TO SEE THE LETTER, AT

HTTP://ETHICSGATE.BLOGSPOT.COM/2013/02/LETTER-TO-NEW-YORK-GOVERNOR-ANDREW.HTML "

Selected quotes from that article and the letter to Cuomo,

Friday, February 15, 2013
Letter to New York Governor Andrew Cuomo Re: Wiretapping Judges
The letter was delivered to the Governor's Manhattan and Albany offices:
Reform2013.com
[**REDACTED**]
202-374-3680 tel
202-827-9828 fax

[**REDACTED**]

February 15, 2013

The Honorable Andrew M. Cuomo,
Governor of New York State
NYS Captiol Building
Albany, New York 12224 [**REDACTED**]
[**REDACTED**]
[**REDACTED**]

RE: ILLEGAL WIRETAPPING OF JUDGES BY THE COMMISSION ON JUDICIAL CONDUCT

Dear Governor Cuomo

*I respectfully request that you telephone Assistant U.S. Attorney [**REDACTED**]* and ask whether there is any credible evidence in the millions of documents, currently under court seal in case # [**REDACTED**] regarding the illegal wiretapping of New York State judges and attorneys [**REDACTED**]

I believe you will quickly confirm that certain NYS employees at the judicial and attorney "ethics" committees routinely directed such "black bag operations" by grossly and illegally abusing their access to [**REDACTED**]

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about the state's so-called "ethics" oversight entities. According, it is requested that you temporarily shut down and secure New York's "ethics" offices and appoint, by executive order, an Ethics Commission to investigate, etc.

Please take immediate action regarding this vital issue, and so as to continue your efforts to help all New Yorkers restore their faith in their government. [**REDACTED**]

cc: Assistant U.S. Attorney [**REDACTED**]
The Hon. [**REDACTED**]
[**REDACTED**]

TUESDAY, FEBRUARY 19, 2013

"ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR WWW.ETHICSGATE.COM "THE ULTIMATE VIOLATION OF TRUST IS THE CORRUPTION OF ETHICS OVERSIGHT" EXCLUSIVE UPDATE"



http://exposecorruptcourts.blogspot.com/2013/02/ethicsgate-update-faxed-to-every-us.html

Tuesday, February 19, 2013 --- New York State Governor Andrew Cuomo asked to shut down judicial "Ethics" offices after evidence reveals illegal wiretapping of judges - Andrew Cuomo *was formally requested on Friday, February 15, 2013 to shut down the NYS Commission on* Judicial Conduct, the state agency charged with overseeing the ethics of all non-federal judges in the Empire State. Governor Cuomo will confirm with federal prosecutors that a case, where millions of documents are held under seal, contains evidence of widespread "black bag operations" that advanced, over more than a decade, knowingly false allegations against targets while protecting favored insiders, including Wall Street attorneys.... See the full story at: www.ethicsgate.com"

THURSDAY, FEBRUARY 28, 2013

"NEW YORK SENATORS ASKED TO APPOINT ETHICS CORRUPTION LIAISON...EVERY NEW YORK STATE SENATOR HAS BEEN REQUESTED TO APPOINT AN "ETHICS CORRUPTION LIAISON" SO THAT TIMELY INFORMATION IN THE EVER-GROWING SCANDAL INSIDE NEW YORK'S SO-CALLED "ETHICS" ENTITIES MAY BE PROVIDED TO EACH STATE SENATOR."

http://exposecorruptcourts.blogspot.com/2013/02/new-york-senators-asked-to-appoint.html

Reform2013.com
Ethicsgate.com
February 28, 2013
Via Facsimile [as noted below]

RE: Illegal Wiretapping of NYS Judges and Attorneys by "Ethics" Entities

Dear Senator,

On February 15, 2013, we formally requested that Governor Cuomo contact the Assistant U.S. Attorney handling a sensitive federal case wherein credible evidence, in the millions of documents currently under court seal, support the allegation of the widespread illegal wiretapping of New York State judges and attorneys over at least the last ten years. In addition, other individuals- unrelated to that sealed federal matter- allege the exact same illegal activity.

The illegal wiretapping is alleged to have been directed by named senior personnel (and NYS employees) at the Commission on Judicial Conduct (the "CJC") and by at least two of the state's 4 judicial departments' attorney ethics committees.

We are, of course, confident that Governor Cuomo is taking decisive action regarding these troubling allegations, and we are now requesting that you, as a New York State Senator, begin a comprehensive review of the troubling issues.

As we are all aware, certain corrupt forces in New York have caused tremendous damage to the very soul of this great state. Now, the improper actions have accomplished the "ultimate corruption" - they have compromised and corrupted New York's so-called "ethics oversight" entities.

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about the state's so-called "ethics" oversight entities. (Additional information is available at www.Reform2013.com)

Accordingly, it is requested that you direct someone in your office to act as the liaison regarding this Ethics Corruption, and that he or she be in contact with us so that we may best communicate information to your office. Please have your designee contact us at their earliest convenience.

Thank you.

Very truly yours,

Reform2013

WEDNESDAY, APRIL 3, 2013

FORMAL COMPLAINT FILED AGAINST NYS EMPLOYEES FOR ILLEGAL WIRETAPPING...THE WIDESPREAD ILLEGAL WIRETAPPING INCLUDED TARGETED NEW YORK STATE JUDGES AND ATTORNEYS.....

http://exposecorruptcourts.blogspot.com/2013/04/formal-complaint-filed-against-nys.html

Reform2013.com
P.O. Box 3493
New York, New York 10163
202-374-3680 tel
202-827-9828 fax

April 3, 2013

Robert Moossy, Jr., Section Chief
Criminal Section, Civil Rights Division
US Department of Justice via facsimile # 202-514-6588
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: Formal Complaint Against New York State Employees Involving Constitutional Violations, including widespread illegal wiretapping

Dear Mr. Moossy,

In researching and reporting on various acts of corruption in and about the New York State Court System, specific reviewed evidence supports allegations that over a ten-year-plus period of time, certain NYS employees participated in the widespread practice of illegal wiretapping, inter alia. As these individuals were in supervisory positions at "ethics oversight" committees, the illegal wiretapping largely concerned attorneys and judges, but their actions also targeted other individuals who had some type of dealings with those judicial and attorney "ethics" committees.

The NY state-employed individuals herein complained of include New York State admitted attorneys Thomas Joseph Cahill, Alan Wayne Friedberg, Sherry Kruger Cohen, David Spokony and Naomi Freyda Goldstein.

At some point in time shortly after 9/11, and by methods not addressed here, these individuals improperly utilized access to, and devices of, the lawful operations of the Joint Terrorism Task Force (the "JTTF"). These individuals completely violated the provisions of FISA, ECPA and the Patriot Act for their own personal and political

agendas. Specifically, these NY state employees essentially commenced "black bag operations," including illegal wiretapping, against whomever they chose- and without legitimate or lawful purpose.

To be clear, any lawful act involving the important work of the JTTF is to be applauded. The herein complaint simply addresses the unlawful access- and use- of JTTF related operations for the personal and political whims of those who improperly acted under the color of law. Indeed, illegally utilizing JTTF resources is not only illegal, it is a complete insult to those involved in such important work.

In fact, hard-working and good-intentioned prosecutors and investigators (federal and state) are also victims here, as they were guided and primed with knowingly false information.

Operations involving lawful activity- and especially as part of the important work of the JTTF and related agencies- are not at issue here. This complaint concerns the illegal use and abuse of such lawful operations for personal and political gain, and all such activity while acting under the color of law. This un-checked access to highly-skilled operatives found undeserving protection for some connected wrong-doers, and the complete destruction of others- on a whim, including the pre-prosecution priming of falsehoods ("set-ups"). The aftermath of such abuse for such an extended period of time is staggering.

It is believed that most of the 1.5 million-plus items in evidence now under seal in Federal District Court for the Eastern District of New York, case #09cr405 (EDNY) supports the fact, over a ten-year-plus period of time, of the illegal wiretapping of New York State judges, attorneys, and related targets, as directed by state employees.

To be sure, the defendant in #09cr405, Frederick Celani, is a felon who is now regarded by many as a conman. Notwithstanding the individual (Celani), the evidence is clear that Celani once supervised lawful "black bag operations," and, further, that certain NYS employees illegally utilized access to such operations for their own illegal purposes. (Simple reference is made to another felon, the respected former Chief Judge of the New York State Court of Appeals, Sol Wachtler, who many believe was victimized by political pre-priming prosecution.)

In early February, 2013, I personally reviewed, by appropriate FOIL request to a NYS Court Administrative Agency, over 1000 documents related to the herein complaint. Those documents, and other evidence, fully support Celani's claim of his once-lawful supervisory role in such JTTF operations, and his extended involvement with those herein named. (The names of specific targeted judges and attorneys are available.)

One sworn affidavit, by an attorney, confirms the various illegal activity of Manhattan's attorney "ethics" committee, the Departmental Disciplinary Committee (the "DDC"), which includes allowing cover law firm operations to engage in the practice of law without a law license. Specifically, evidence (attorney affidavits, etc.) supports the claim that Naomi Goldstein, and other DDC employees supervised the protection of the

unlicensed practice of law. The evidence also shows that Ms. Goldstein knowingly permitted the unlicensed practice of law, over a five-year-plus period of time, for the purpose of gaining access to, and information from, hundreds of litigants.

Evidence also supports the widespread illegal use of "black bag operations" by the NYS employees for a wide-range of objectives: to target or protect a certain judge or attorney, to set-up anyone who had been deemed to be a target, or to simply achieve a certain goal. The illegal activity is believed to not only have involved attorneys and judges throughout all of the New York State, including all 4 court-designated ethics "departments," but also in matters beyond the borders of New York.

Other evidence points to varying and widespread illegal activity, and knowledge of such activity, by these and other NYS employees - all of startling proportions. For example:

- The "set-up" of numerous individuals for an alleged plot to bomb a Riverdale, NY Synagogue. These individuals are currently incarcerated. The trial judge, U.S. District Court Judge Colleen McMahon, who publicly expressed concerns over the case, saying, "I have never heard anything like the facts of this case. I don't think any other judge has ever heard anything like the facts of this case." (2nd Circuit 11cr2763)
- The concerted effort to fix numerous cases where confirmed associates of organized crime had made physical threats upon litigants and/or witnesses, and/or had financial interests in the outcome of certain court cases.
- The judicial and attorney protection/operations, to gain control, of the $250 million-plus Thomas Carvel estate matters, and the pre-prosecution priming of the $150 million-plus Brooke Astor estate.
- The thwarting of new evidence involving a mid 1990's "set-up" of an individual, who spent over 4 years in prison because he would not remain silent about evidence he had involving financial irregularities and child molestation by a CEO of a prominent Westchester, NY non-profit organization. (Hon. John F. Keenan)
- The wire-tapping and ISP capture, etc., of DDC attorney, Christine C. Anderson, who had filed a lawsuit after being assaulted by a supervisor, Sherry Cohen, and after complaining that certain evidence in ethics case files had been improperly destroyed. (See SDNY case #07cv9599 - Hon. Shira A. Scheindlin, U.S.D.J.)
- The eToys litigation and bankruptcy, and associates of Marc Dreir, involving over $500 million and the protection by the DDC of certain attorneys, one who was found to have lied to a federal judge over 15 times.
- The "set-up" and "chilling" of effective legal counsel of a disabled woman by a powerful CEO and his law firms, resulting in her having no contact with her children for over 6 years.
- The wrongful detention for 4 years, prompted by influential NY law firms, of an early whistleblower of the massive Wall Street financial irregularities involving Bear Sterns and where protected attorney-client conversations were recorded and distributed.
- The blocking of attorney accountability in the $1.25 billion Swiss Bank Holocaust Survivor settlement where one involved NY admitted attorney was ultimately

disbarred- in New Jersey. Only then, and after 10 years, did the DDC follow with disbarment. (Gizella Weisshaus v. Fagan)

Additional information will be posted on www.Reform2013.com

The allegations of widespread wiretapping by New York's so-called "ethics" committees were relayed to New York Governor Andrew M. Cuomo on February 15, 2013, and to the DDC Chairman Mr. Roy R. L. Reardon, Esq., who confirmed, on March 27, 2013, his knowledge of the allegations. (Previously, on March 25, 2013, I had written to DDC Deputy Chief Counsel Naomi Goldstein, copying Mr. Reardon, of my hope that she would simply tell the truth about the improper activity, inter alia.)

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about New York's so-called "ethics" oversight entities.

Please take immediate action regarding this troubling issue, and so as to continue the DOJ's efforts to help all New Yorkers restore their faith in their government.

cc:

U.S. Attorney Loretta E. Lynch via facsimile 718-254-6479 and 631-715-7922
U.S. DOJ Civil Rights Section via facsimile 202-307-1379, 202-514-0212
The Hon. Arthur D. Spatt, via facsimile 631-712-5626
The Hon. Colleen McMahon via facsimile 212-805-6326
Hon. Shira A. Scheindlin via facsimile 212-805-7920
Assistant U.S. Attorney Demetri Jones via facsimile 631-715-7922
Assistant U.S. Attorney Perry Carbone via facsimile 914-993-1980
Assistant U.S. Attorney Brendan McGuire via 212-637-2615 and 212-637-0016
FBI SSA Robert Hennigan via facsimile 212-384-4073 and 212-384-4074
Pending SEC Chair Mary Jo White via facsimile 212-909-6836

Posted by Corrupt Courts Administrator at 2:11 PM

EXHIBIT 29 - MOTION FOR REHEARING BASED ON FRAUD ON THE COURT AND OBSTRUCTION

UNITED STATES DISRICT COURT
SOUTHERN DISTRICT OF NEW YORK
X

ELIOT I. BERNSTEIN, et al.,

Plaintiffs,

-against-

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL *DISCIPLINARY COMMITTEE, et. al.*,

Defendants.
X

Case No. 1:07-cv-11196-SAS
Related Case No. 1:07-cv-09599-SAS

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the accompanying affirmation and the exhibits, Pro Se Plaintiff Eliot Ivan Bernstein will move this Court before the Honorable Judge Shira A. Scheindlin, United States District Judge, at the United States Courthouse, 500 Pearl Street, New York, New York 10007, at a date and time to be determined by the Court, for an order:

(1) To rehear and reopen this case under Federal Rule of Civil Procedure 60(b)(2) on the basis of newly discovered evidence.

(2) To rehear and reopen this case under Federal Rule of Civil Procedure 60(d)(3) for fraud on court.

(3) Immediately secure protection for all Plaintiffs in the related cases, as Plaintiff also has had conversations with both the author and source of the Expose Corrupt Courts

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("ECC") articles referenced herein and Plaintiff believes on information and belief that he is one of the "targets" described in the ECC articles describing illegal wiretapping, illegal 24/7/365 surveillance (and one must wonder how much this is costing and are government funds being used to fund these ILLEGAL ACTIONS AGAINST THEIR TARGETS in efforts to OBSTRUCT JUSTICE) and all these illegal acts are in efforts according to the inside Whistleblower to "OBSTRUCT *JUSTICE*."

(4) Immediately secure communications of ALL Plaintiffs in the legally related cases to Anderson through removal of illegal wiretaps, ceasing misuse of Joint Terrorism Task Force resources and violations of the Patriot Act to target individuals illegally, as described in the attached articles and secure all documents and records in the Plaintiffs lawsuits,

(5) Notify all Federal and State Authorities who have been named in these articles exhibited herein of the crimes alleged against members of their State and Federal agencies and demand immediate investigation.

(6) Immediately Rehear the Anderson and related lawsuits, removing all prior rulings and orders and pleadings by all Conflicted parties, invalidated by the crimes committed by those DEFENDANTS, especially STATE DEFENDANTS involved in these OBSTRUCTIONS OF JUSTICE and demand all Defendants to secure NON CONFLICTED LEGAL COUNSEL TO REPRESENT THEM, one professionally

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and one individually and move to GRANT SUMMARY JUDGEMENT IN FAVOR OF ALL PLAINTIFFS OF THE LEGALLY RELATED CASES FOR THE CRIMES ALREADY COMMITTED UPON THEM TO BLOCK AND OBSTRUCT BOTH ANDERSON AND THEIR CASES THROUGH ILLEGAL OBSTRUCTION OF JUSTICE DENYING THEM THEIR CONSTITUTIONALLY PROTECTED DUE PROCESS RIGHTS.

(7) Release to Plaintiffs, all illegal and unwarranted surveillance documentation of any nature, including but not limited to, wiretapping evidence, computer record copying and altercations, video/audio recordings, billings and payments for surveillance, names of all personnel and entities involved in the surveillance and ALL notes, reports, summaries from surveillance activities, complete list of emails or any communications from both sending parties and receiving parties involved in the *surveillance, list of all investigatory parties notified of the crimes as indicated in the* news articles, case numbers for all investigations and who is handling the investigations, list of all Grand Juries that have heard evidence in regard to the allegations made in the news stories cited herein.

(8) for such other relief as the Court may find just and proper.

Dated: Boca Raton, FL

_____, 2013

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

To: Defendants

Office of the NYS Attorney General
120 Broadway, 24th floor
New York, New York 10271-0332

and

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE, et al., Defendants

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UNITED STATES DISRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____X

ELIOT I. BERNSTEIN, et al.,

Plaintiffs

-against-

APPELLATE DIVISION, FIRST DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE, *et al.*,

Defendants.

_____X

Case No. 07cv11196
Related Case No. 07cv09599
AFFIRMATION

I, Eliot I. Bernstein, make the following affirmation under penalties of perjury:

I, Eliot I. Bernstein, am the pro se plaintiff in the above entitled action, and respectfully move this court to issue an order

1. To rehear and reopen this case under Federal Rule of Civil Procedure 60(b)(2) on the basis of newly discovered evidence.
2. To rehear and reopen this case under Federal Rule of Civil Procedure 60(d)(3) for fraud on court.
3. Immediately secure protection for all Plaintiffs in the related cases, as Plaintiff also has had conversations with both the author and source of the Expose Corrupt Courts ("ECC") articles referenced herein and Plaintiff believes on information and belief that he is one of the "targets" described in the ECC articles describing illegal wiretapping, illegal 24/7/365 surveillance (and one must wonder how much this is costing and are government funds

being used to fund these ILLEGAL ACTIONS AGAINST THEIR TARGETS in efforts to OBSTRUCT JUSTICE) and all these illegal acts are in efforts according to the inside Whistleblower to "OBSTRUCT JUSTICE."

4. Immediately secure communications of ALL Plaintiffs in the legally related cases to Anderson through removal of illegal wiretaps, ceasing misuse of Joint Terrorism Task Force resources and violations of the Patriot Act to target individuals illegally, as described in the attached articles and secure all documents and records in the Plaintiffs lawsuits,
5. Notify all Federal and State Authorities who have been named in these articles exhibited herein of the crimes alleged against members of their State and Federal agencies and demand immediate investigation.
6. Immediately Rehear the Anderson and related lawsuits, removing all prior rulings and orders and pleadings by all Conflicted parties, invalidated by the crimes committed by those DEFENDANTS, especially STATE DEFENDANTS involved in these OBSTRUCTIONS OF JUSTICE and demand all Defendants to secure NON CONFLICTED LEGAL COUNSEL TO REPRESENT THEM, one professionally and one individually and move to GRANT SUMMARY JUDGEMENT IN FAVOR OF ALL PLAINTIFFS OF THE LEGALLY RELATED CASES FOR THE CRIMES ALREADY COMMITTED UPON THEM TO BLOCK AND OBSTRUCT BOTH ANDERSON AND THEIR CASES THROUGH ILLEGAL OBSTRUCTION OF JUSTICE

DENYING THEM THEIR CONSTITUTIONALLY PROTECTED DUE PROCESS RIGHTS.

7. Release to Plaintiffs, all illegal and unwarranted surveillance documentation of any nature, including but not limited to, wiretapping evidence, computer record copying and altercations, video/audio recordings, billings and payments for surveillance, names of all personnel and entities involved in the surveillance and ALL notes, reports, summaries *from surveillance activities, complete list of emails or any communications from both* sending parties and receiving parties involved in the surveillance, list of all investigatory parties notified of the crimes as indicated in the news articles, case numbers for all investigations and who is handling the investigations, list of all Grand Juries that have heard evidence in regard to the allegations made in the news stories cited herein.
8. for such other relief as the Court may find just and proper.

The reasons why I am entitled to the relief I seek are the following:

Plaintiff appears in this action "In Propria Persona" and asks that his points and authorities relied upon herein, and issues raised herein, must be addressed "on the merits" and not simply on his Pro Se Status.

Oftentimes courts do not take Pro Se Litigants serious. I, Plaintiff Eliot Ivan Bernstein wish to be taken serious and to not have my allegation dismissed.

"Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings." Plaskey v CIA, 953 F .2nd 25. The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of Conley v. Gibson's undemanding "no set of facts" standard. (See Conley v. Gibson, 355 U.S. 41, 45-46 (1957) ("[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief."), abrogated by Bell Atl. Corp. v. Twombly, 550 U.S. 544, 561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See Christopher M. Fairman, The Myth of Notice Pleading, 45 ARIZ. L. REV. 987, 990 (2003) ("*With merits determination as the goal, the Federal Rules create a new* procedural system that massively deemphasizes the role of pleadings.").

The Court's failure to explain how pro se pleadings are to be liberally construed. (See Bacharach & Entzeroth, supra note 7, at 29-30 (asserting that because the Supreme Court never defined the "degree of relaxation" afforded pro se pleadings in comparison to the liberal notice pleading standard applicable to all litigants, lower courts adopted different iterations of the rule). ~ .. indicates its belief that the standard was already lenient enough to render a detailed articulation of the practice unnecessary to prevent premature dismissal of meritorious cases.

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However, with Bell Atlantic Corp. v. Twombly (550 U.S. 544 (2007). and Ashcroft v. Iqbal (129 S. Ct. 1937 (2009) retiring the "no set of facts" standard and ratifying the means by which lower courts dismissed more disfavored cases under Conley, (See generally Richard L. Marcus, The Revival of Fact Pleading Under the Federal Rules of Civil Procedure, 86 COLUM. L. REV. 433, 435-37 (1986) (explaining how the reemergence of fact pleading resulted from lower courts' refusals to accept conclusory allegations as sufficient under the Federal Rules in *particular categories of suits*).

.. liberal construction as presently practiced is not—if it ever was—sufficient to protect pro se litigants' access to courts. The new plausibility standard (See Twombly, 550 U.S. at 570 (requiring a complaint to allege "enough facts to state a claim to relief that is plausible on its face").. with which courts now determine the adequacy of complaints disproportionately harms pro se litigants. (See Patricia W. Hatamyar, The Tao of Pleading: Do Twombly and Iqbal Matter Empirically?, 59 AM. U. L. REV. 553, 615 (2010) (observing a substantially greater increase in the rate of dismissal of pro se suits than represented suits post-Iqbal).

"Pro se complaint[s], 'however inartfully pleaded,' [are] held to 'less stringent standards than formal pleadings drafted by lawyers. (Estelle v. Gamble, 429 U.S. 97, 106 (1976) (quoting Haines v. Kerner, 404 U.S. 519, 520-21 (1972) (per curiam)).

HAINES v. KERNER, ET AL. 404 U.S. 519, 92 S. Ct. 594, 30 L. Ed. 2d 652. Whatever may be the limits on the scope of inquiry of courts into the internal administration of prisons, allegations such as those asserted by petitioner, however inartfully pleaded, are sufficient to call for the

opportunity to offer supporting evidence. We cannot say with assurance that under the allegations of the pro se complaint, which we hold to less stringent standards than formal pleadings drafted by lawyers, it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Conley v. Gibson, 355 U.S. 41, 45-46 (1957). See Dioguardi v. Durning, 139 F.2d 774 (CA2 1944).

ESTELLE, CORRECTIONS DIRECTOR, ET AL. v. GAMBLE 29 U.S. 97, 97 S. Ct. 285, 50 L. Ed. 2d 251. We now consider whether respondent's complaint states a cognizable 1983 claim. The handwritten pro se document is to be liberally construed. As the Court unanimously held in Haines v. Kerner, 404 U.S. 519 (1972), a pro se complaint, "however inartfully pleaded," must be held to "less stringent standards than formal pleadings drafted by lawyers" and can only be dismissed for failure to state a claim if it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Id., at 520-521, quoting *Conley v. Gibson, 355 U.S. 41, 45-46 (1957)*

BALDWIN COUNTY WELCOME CENTER v. BROWN 466 U.S. 147, 104 S. Ct. 1723, 80 L. Ed. 2d 196, 52 U.S.L.W. 3751. Rule 8(f) provides that " pleadings shall be so construed as to do substantial justice." We frequently have stated that pro se pleadings are to be given a liberal construction.

UGHES v. ROWE ET AL. 449 U.S. 5, 101 S. Ct. 173, 66 L. Ed. 2d 163, 49 U.S.L.W. 3346. Petitioner's complaint, like most prisoner complaints filed in the Northern District of Illinois, was not prepared by counsel. It is settled law that the allegations of such a complaint, "however

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inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see Haines v. Kerner, 404 U.S. 519, 520 (1972). See also Maclin v. Paulson, 627 F.2d 83, 86 (CA7 1980); French v. Heyne, 547 F.2d 994, 996 (CA7 1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. Haines, supra, at 520-521. And, of course, the allegations of the complaint are generally taken as true for purposes of a *motion to dismiss. Cruz v. Beto, 405 U.S. 319, 322 (1972).*

Both the right to proceed pro se and liberal pleading standards reflect the modern civil legal system's emphasis on protecting access to courts. (See, e.g., Phillips v. Cnty. of Allegheny, 515 F.3d 224, 230 (3d Cir. 2008) ("Few issues . . . are more significant than pleading standards, which are the key that opens access to courts."); Drew A. Swank, In Defense of Rules and Roles: The Need to Curb Extreme Forms of Pro Se Assistance and Accommodation in Litigation, 54 AM. U. L. REV. 1537, 1546 (2005) (noting that "[o]pen access to the courts for *all* citizens" is one of the principles upon which the right to prosecute one's own case is founded).

Self-representation has firm roots in the notion that all individuals, no matter their status or wealth, are entitled to air grievances for which they may be entitled to relief. (See Swank, supra note 1, at 1546 (discussing the importance of self-representation to the fundamental precept of equality before the law).

Access, then, must not be contingent upon retaining counsel, lest the entitlement become a mere privilege denied to certain segments of society. Similarly, because pleading is the gateway by

which litigants access federal courts, the drafters of the Federal Rules of Civil Procedure purposefully eschewed strict sufficiency standards. (See Proceedings of the Institute on Federal Rules (1938) (statement of Edgar Tolman), reprinted in RULES OF CIVIL PROCEDURE FOR THE DISTRICT COURTS OF THE UNITED STATES 301-13 (William W. Dawson ed., 1938).

In their place, the drafters instituted a regime in which a complaint quite easily entitled its author to discovery in order to prevent dismissal of cases before litigants have had an adequate opportunity to demonstrate their merit. (See Mark Herrmann, James M. Beck & Stephen B. Burbank, Debate, Plausible Denial: Should Congress Overrule Twombly and Iqbal? 158 U. PA. L. REV. PENNUMBRA 141, 148 (2009), (Burbank, Rebuttal) (asserting that the drafters of the Federal Rules objected to a technical pleading regime because it would "too often cut[] off adjudication on the merits").

Recognizing that transsubstantive pleading standards do not sufficiently account for the capability differential between represented and unrepresented litigants, the Supreme Court fashioned a rule of special solicitude for pro se pleadings. (See Robert Bacharach & Lyn Entzeroth, Judicial Advocacy in Pro Se Litigation: A Return to Neutrality, 42 IND. L.REV. 19, 22-26 (2009) (noting that courts created ways to ensure that meritorious pro se suits would not be dismissed simply because the litigants lacked legal knowledge and experience, one of which was liberal construction).

Far from just articulating a common systemic value, though, the right to prosecute one's own case without assistance of counsel in fact depends significantly upon liberal pleading standards. (



Cf. Charles E. Clark, The New Federal Rules of Civil Procedure: The Last Phase— Underlying Philosophy Embodied in Some of the Basic Provisions of the New Procedure, 23 A.B.A. J. 976, 976-77 (1937) (commenting that liberal pleading rules were necessary to mitigate information asymmetries between plaintiffs and defendants that often led to premature dismissal of suits).

Notably, in no suits are such information asymmetries more apparent than those in which pro se litigants sue represented adversaries. These types of suits comprise the vast majority in which pro se litigants appear. Cf. Jonathan D. Rosenbloom, Exploring Methods to Improve Management and Fairness in Pro Se Cases: A Study of the Pro Se Docket in the Southern District of New York, 30 FORDHAM URB. L.J. 305, 323 (showing that the majority of pro se cases involve unrepresented plaintiffs who sue governmental defendants).

Plaintiff appears in this action "In Propria Persona" and asks that his points and authorities relied upon herein, and issues raised herein, must be addressed "on the merits", Sanders v United States, 373 US 1, at 16, 17 (1963); and addressed with "clarity and particularity", McCleskey v Zant, 111 S. Ct. 1454, at 1470-71 (1991); and afforded " a full and fair" evidentiary hearing, Townsend v Sain, 372 U.S.293, at p.1 (1962). See also Pickering v Pennsylvania Railroad Co., 151 F.2d 240 (3d Cir. 1945).

Pleadings of the Plaintiff SHALL NOT BE dismissed for lack of form or failure of process. All the pleadings are as any reasonable man/woman would understand, and: "And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or

reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof.

And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)" Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch. 20, 1789.

Plaintiff appears in this action "In Propria Persona" and asks that his points and authorities relied upon herein, and issues raised herein, must be addressed "on the merits", Sanders v United States, 373 US 1, at 16, 17 (1963); and addressed with "clarity and particularity", McCleskey v Zant, 111 S. Ct. 1454, at 1470-71 (1991); and afforded " a full and fair" evidentiary hearing, Townsend v Sain, 372 U.S.293, at p.1 (1962). See also Pickering v Pennsylvania Railroad Co., 151 F.2d 240 (3d Cir. 1945).

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Pleadings of the Plaintiff SHALL NOT BE dismissed for lack of form or failure of process. All the pleadings are as any reasonable man/woman would understand, and:

"And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)" Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch. 20, 1789.

"Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings." Plaskey v CIA, 953 F .2nd 25

HAINES v. KERNER, ET AL. 404 U.S. 519, 92 S. Ct. 594, 30 L. Ed. 2d 652. Whatever may be the limits on the scope of inquiry of courts into the internal administration of prisons, allegations

such as those asserted by petitioner, however inartfully pleaded, are sufficient to call for the opportunity to offer supporting evidence. We cannot say with assurance that under the allegations of the pro se complaint, which we hold to less stringent standards than formal pleadings drafted by lawyers, it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Conley v. Gibson, 355 U.S. 41, 45-46 (1957). See Dioguardi v. Durning, 139 F.2d 774 (CA2 1944).

ESTELLE, CORRECTIONS DIRECTOR, ET AL. v. GAMBLE 29 U.S. 97, 97 S. Ct. 285, 50 L. Ed. 2d 251. We now consider whether respondent's complaint states a cognizable 1983 claim. The handwritten pro se document is to be liberally construed. As the Court unanimously held in Haines v. Kerner, 404 U.S. 519 (1972), a pro se complaint, "however inartfully pleaded," must be held to "less stringent standards than formal pleadings drafted by lawyers" and can only be dismissed for failure to state a claim if it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Id., at 520-521, quoting Conley v. Gibson, 355 U.S. 41, 45-46 (1957)

BALDWIN COUNTY WELCOME CENTER v. BROWN 466 U.S. 147, 104 S. Ct. 1723, 80 L. Ed. 2d 196, 52 U.S.L.W. 3751. Rule 8(f) provides that " pleadings shall be so construed as to do substantial justice." We frequently have stated that pro se pleadings are to be given a liberal construction.

UGHES v. ROWE ET AL. 449 U.S. 5, 101 S. Ct. 173, 66 L. Ed. 2d 163, 49 U.S.L.W. 3346. Petitioner's complaint, like most prisoner complaints filed in the Northern District of Illinois, was

not prepared by counsel. It is settled law that the allegations of such a complaint, "however inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see Haines v. Kerner, 404 U.S. 519, 520 (1972). See also Maclin v. Paulson, 627 F.2d 83, 86 (CA7 1980); French v. Heyne, 547 F.2d 994, 996 (CA7 1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. Haines, supra, at 520-521. And, of course, the allegations of the complaint are generally taken as true for purposes of a motion to dismiss. Cruz v. Beto, 405 U.S. 319, 322 (1972).

Both the right to proceed pro se and liberal pleading standards reflect the modern civil legal system's emphasis on protecting access to courts. (See, e.g., Phillips v. Cnty. of Allegheny, 515 F.3d 224, 230 (3d Cir. 2008) ("Few issues . . . are more significant than pleading standards, which are the key that opens access to courts."); Drew A. Swank, In Defense of Rules and Roles: The Need to Curb Extreme Forms of Pro Se Assistance and Accommodation in Litigation, 54 AM. U. L. REV. 1537, 1546 (2005) (noting that "[o]pen access to the courts for all citizens" is one of the principles upon which the right to prosecute one's own case is founded).

Self-representation has firm roots in the notion that all individuals, no matter their status or wealth, are entitled to air grievances for which they may be entitled to relief. (See Swank, supra note 1, at 1546 (discussing the importance of self-representation to the fundamental precept of equality before the law).

Access, then, must not be contingent upon retaining counsel, lest the entitlement become a mere privilege denied to certain segments of society. Similarly, because pleading is the gateway by which litigants access federal courts, the drafters of the Federal Rules of Civil Procedure purposefully eschewed strict sufficiency standards. (See Proceedings of the Institute on Federal Rules (1938) (statement of Edgar Tolman), reprinted in RULES OF CIVIL PROCEDURE FOR THE DISTRICT COURTS OF THE UNITED STATES 301-13 (William W. Dawson ed., 1938). In their place, the drafters instituted a regime in which a complaint quite easily entitled its author to discovery in order to prevent dismissal of cases before litigants have had an adequate opportunity to demonstrate their merit. (See Mark Herrmann, James M. Beck & Stephen B. Burbank, Debate, *Plausible Denial: Should Congress Overrule Twombly and Iqbal?* 158 U. PA. L. REV. PENNUMBRA 141, 148 (2009), ttp://pennumbra.com/debates/pdfs/PlausibleDenial.pdf (Burbank, Rebuttal) (asserting that the drafters of the Federal Rules objected to a technical pleading regime because it would "too often cut[] off adjudication on the merits").

Recognizing that transsubstantive pleading standards do not sufficiently account for the capability differential between represented and unrepresented litigants, the Supreme Court fashioned a rule of special solicitude for pro se pleadings. (See Robert Bacharach & Lyn Entzeroth, Judicial Advocacy in Pro Se Litigation: A Return to Neutrality, 42 IND. L.REV. 19, 22-26 (2009) (noting that courts created ways to ensure that meritorious pro se suits would not be dismissed simply because the litigants lacked legal knowledge and experience, one of which was liberal construction).



Far from just articulating a common systemic value, though, the right to prosecute one's own case without assistance of counsel in fact depends significantly upon liberal pleading standards. (Cf. Charles E. Clark, The New Federal Rules of Civil Procedure: The Last Phase— Underlying Philosophy Embodied in Some of the Basic Provisions of the New Procedure, 23 A.B.A. J. 976, 976-77 (1937) (commenting that liberal pleading rules were necessary to mitigate information asymmetries between plaintiffs and defendants that often led to premature dismissal of suits). Notably, in no suits are such information asymmetries more apparent than those in which pro se litigants sue represented adversaries. These types of suits comprise the vast majority in which pro se litigants appear. Cf. Jonathan D. Rosenbloom, Exploring Methods to Improve Management and Fairness in Pro Se Cases: A Study of the Pro Se Docket in the Southern District of New York, 30 FORDHAM URB. L.J. 305, 323 (showing that the majority of pro se cases involve unrepresented plaintiffs who sue governmental defendants).

"Pro se complaint[s], 'however inartfully pleaded,' [are] held to 'less stringent standards than formal pleadings drafted by lawyers. (Estelle v. Gamble, 429 U.S. 97, 106 (1976) (quoting Haines v. Kerner, 404 U.S. 519, 520-21 (1972) (per curiam)).

The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of Conley v. Gibson's undemanding "no set of facts" standard. (See Conley v. Gibson, 355 U.S. 41, 45-46 (1957) ("[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief."), abrogated by Bell Atl. Corp. v. Twombly, 550 U.S. 544,

561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See Christopher M. Fairman, The Myth of Notice Pleading, 45 ARIZ. L. REV. 987, 990 (2003) ("With merits determination as the goal, the Federal Rules create a new procedural system that massively deemphasizes the role of pleadings.").

The Court's failure to explain how pro se pleadings are to be liberally construed. (See Bacharach & Entzeroth, supra note 7, at 29-30 (asserting that because the Supreme Court never defined the "degree of relaxation" afforded pro se pleadings in comparison to the liberal notice pleading standard applicable to all litigants, lower courts adopted different iterations of the rule). ~ .. indicates its belief that the standard was already lenient enough to render a detailed articulation of the practice unnecessary to prevent premature dismissal of meritorious cases. However, with Bell Atlantic Corp. v. Twombly (550 U.S. 544 (2007). and Ashcroft v. Iqbal (*129 S. Ct. 1937 (2009) retiring the "no set of facts" standard and ratifying the means by which* lower courts dismissed more disfavored cases under Conley, (See generally Richard L. Marcus, The Revival of Fact Pleading Under the Federal Rules of Civil Procedure, 86 COLUM. L. REV. 433, 435-37 (1986) (explaining how the reemergence of fact pleading resulted from lower courts' refusals to accept conclusory allegations as sufficient under the Federal Rules in particular categories of suits).

.. liberal construction as presently practiced is not—if it ever was—sufficient to protect pro se litigants' access to courts. The new plausibility standard (See Twombly, 550 U.S. at 570

(requiring a complaint to allege "enough facts to state a claim to relief that is plausible on its face").. with which courts now determine the adequacy of complaints disproportionately harms pro se litigants. (See Patricia W. Hatamyar, The Tao of Pleading: Do Twombly and Iqbal Matter Empirically?, 59 AM. U. L. REV. 553, 615 (2010) (observing a substantially greater increase in the rate of dismissal of pro se suits than represented suits post-Iqbal).

First, the Supreme Court's instruction that "conclusory" facts not be presumed true when determining a claim's plausibility (See Iqbal, 129 S. Ct. at 1951 ("[T]he allegations are conclusory and not entitled to be assumed true."); Hatamyar, supra note 15, at 579 ("Iqbal invites judges to . . . eliminate from consideration all the complaint's conclusory allegations . . . ."). The parsing of a complaint into conclusory and nonconclusory factual allegations disregards the Federal Rules' express disavowal of fact pleading, along with their requirement that all facts be presumed true when determining the adequacy of a complaint. See, e.g., Stephen B. Burbank, *Pleading and the Dilemmas of Modern American Procedure, 93 JUDICATURE 109, 115 (2009)* (noting that the drafters of the Federal Rules rejected fact pleading because of the impossibility of distinguishing between conclusions and facts); Hatamyar, supra note 15, at 563 (discussing courts' obligations to credit as true all factual allegations in a complaint). This will affect those who (1) lack the resources to develop facts before discovery, (2) bring claims requiring them to plead information exclusively within the opposition's possession, or (3) rely on forms in drafting complaints.

Pro se litigants typify the parties who demonstrate all three behaviors.

Second, determining whether the remaining allegations permit a plausible inference of wrongdoing, as per the Supreme Court's instruction, (See Iqbal, 129 S. Ct. at 1950 ("When there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement to relief."). is a wildly subjective endeavor. Courts are likely—no doubt unintentionally—to draw inferences that disfavor pro se litigants because their "judicial common sense" judgments of what is plausible result from a drastically different set of background experiences and values. (8 Cf. Burbank, supra note 16, at 118 (suggesting that reliance on "judicial experience and common sense," Iqbal, 129 S. Ct. at 1950, invites "cognitive illiberalism," a phenomenon that negatively affects classes of disfavored litigants). ..

The mixture of these two steps portends serious trouble for pro se litigants, who, even before the plausibility standard, did not fare well despite the leeway afforded their complaints.

(See Hatamyar, supra note 15, at 615 (noting that, under Conley, courts dismissed sixty-seven percent of pro se cases).

Pro Se litigants are entitled to liberality in construing their pleading.

Non-Lawyer pro se litigants are not to be held to same standards as a practicing lawyer.

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"Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th

Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."

In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957) "The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice."

I. INTRODUCTION

9. That on or about _____ 2007-2008, Plaintiff was contacted by an "Investigative Reporter" and former Government Employee, Frank Brady, who later became known as Kevin McKeown ("McKeown"), who later became a "Related Lawsuit" to this Lawsuit, Case No. 08cv02391 McKeown v The State of New York, et al., who later it was learned was a former employee for Defendant NY Supreme Court Departmental Disciplinary Committee, who later it was learned has friends in this Court.

10. That initially McKeown stated to Plaintiff and others that he had information regarding complaints being mishandled at the New York Supreme Court Appellate Division First Department Departmental Disciplinary Committee ("DDC") by Chief Counsel of the DDC, Thomas Cahill and others. McKeown stated he would be posting a story to his blog, Expose Corrupt Courts ("ECC") about Cahill and a possible inside Whistleblower that was coming forward with corruption charges that rose to the top of the DDC and more.

11. That at the initial time of introduction to McKeown, Plaintiff Bernstein was unaware that McKeown was named anything other than Frank Brady, a name he claimed later was used by several other people he knows. One wonders, who uses the same alias as another and for what, which is still unknown by Plaintiff, as is, how McKeown/Brady orchestrated all of these "related" lawsuits with this Court and corralled a number of victims of DDC abuse together and how these mystery puzzle pieces come together to either derail justice or to see justice served in this Court. Yet, as this Motion will show, the time is now for Plaintiff to have discovery of all these mysteries that have led him before this Court, as his life and the life of his lovely wife and beautiful three children are again in extreme danger (the first time resulted in Car Bombing Murder Attempt of Bernstein and his family) and their CONSTITUTIONAL RIGHTS TO PRIVACY, LIFE AND LIBERTY AND DUE PROCESS are now being wholly violated by the Defendants

in this RICO, through now further and NEW harassments, abuses of process, theft of inheritances, as will all be defined and evidenced further herein.

12. That as evidenced herein Brady McKeown has released BRAND NEW news articles, which have allegations that DDC ranking members and others, conspired to "Obstruct Justice" in lawsuits through a variety of criminal activity, including in the "legally related" Anderson lawsuit and to this RICO and ANTITRUST lawsuit. These newly discovered crimes wholly violate plaintiffs in these lawsuits rights through **FELONY STATE AND FEDERAL OBSTRUCTION OF JUSTICE CRIMES <u>COMMITTED BY PUBLIC OFFICIALS</u> TO BLOCK DUE PROCESS RIGHTS OF THEIR VICTIMS**, *including but not limited to ALLEGATIONS OF*,

i. **THREATS ON FEDERAL WITNESSES,**
ii. **ILLEGAL WIRETAPPING,**
iii. **MISUSE OF JOINT TERRORISM TASK FORCE RESOURCES AND FUNDS TO ILLEGALLY "TARGET" PRIVATE CITIZENS, JUDGES, ATTORNEYS AT LAW AND OTHERS,**
iv. **MISUSE OF THE PATRIOT ACT TO TARGET PRIVATE CITIZENS WITHOUT WARRANT OR CAUSE,**
v. **24/7/365 SURVELLIANCE OF WHISTLEBLOWERS AND OTHER "TARGETS" AND**

vi. **THE GRANTING OF LAW LICENSES BY DEPARTMENT OFFICIALS TO NON-LAWYERS IN ORDER TO SUBVERT JUSTICE, THESE CRIMINALS DISGUISED AS "ATTORNEYS AT LAW" THEN INFILTRATING *GOVERNMENT AGENCIES TO INTERFERE WITH THE GOVERNMENT* PROCESSES, INVESTIGATIONS, PROSECUTIONS AND MORE.**

All of these criminal acts in efforts to cover up crimes and protect the guilty through misuse of public offices.

13. That these Defendants and others are now alleged to be ILLEGALLY wiretapping not only plaintiffs in the legally related lawsuits but Judges and more, as will be evidenced herein.

14. That Just "Who is this Masked Man Anyway[1]" and the identity of McKeown/Brady is critical information to this Lawsuit now, as it is the glue that binds this Lawsuit with the "Legally Related Lawsuits" and ties them all to the following actions,

    i. Ongoing New York Senate Judiciary Committee Hearings on Public Office Corruption emanating from the DDC and certain Defendants in this Lawsuit and others, where Plaintiff, Anderson, Brady/McKeown have testified, submitted evidence and await determination from this Committee,

    ii. multiple "Legally Related" lawsuits related by this Court,

[1] 1933 Radio Smash "The Lone Ranger" by George W. Trendle and Fran Striker

a. (07cv09599) Anderson v The State of New York, et al. [2], WHISTLEBLOWER LAWSUIT,
b. (07cv11196) Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.[3], RICO & ANTITRUST LAWSUIT
c. (07cv11612) Esposito v The State of New York, et al.[4],
d. (08cv00526) Capogrosso, Esq. v New York State Commission on Judicial Conduct, et al.,
e. (08cv02391) McKeown v The State of New York, et al.[5],
f. (08cv02852) Galison v The State of New York, et al.,
g. (08cv03305) Carvel v The State of New York, et al.[6],
h. (08cv4053) Gizella Weisshaus v The State of New York, et al.[7],
i. (08cv4438) Suzanne McCormick v The State of New York, et al.[8]
j. (08cv6368) John L. Petrec-Tolino v. The State of New York

iii. the DDC Whistleblower "Legally Related" lawsuit to this RICO of Christine C. Anderson, Esq. ("Anderson") an Expert in Attorney Misconduct Complaints and *Eyewitness to Felony Obstruction through document destruction by Defendants in* these cases and more and further Whitewashing of Complaints by and for State and Federal agencies,

iv. the DDC Whistleblower Nicole Corrado, Esq., also exposed publically by Brady/McKeown, where Corrado is the threatened witness in the Anderson lawsuit

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[2]http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/anderson/20071028%20Anderson%20Original%20Filing.pdf
[3]http://www.iviewit.tv/CompanyDocs/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.doc
[4]http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/Esposito/20081228%20Luisa%20Esposito%20Original%20Filing.pdf
[5]http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/McKeown/20080307%20Kevin%20McKeown.pdf
[6]http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/carvel/Carvel%20Filing.pdf
[7]http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/Weisshaus/20080439%2008cv4053%20Gizella%20Weisshaus.pdf
[8]http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/McCormick/McCormick%2008cv4438%20SVM%20Cmplnt.pdf

who then filed another Whistleblowing Sexual Misconduct Suit against DDC Senior Ranking Officials, as indicated below, from an article in the New York Law Journal,

May 16, 2012
New York Law Journal, By John Caher
Attorney for Department Disciplinary Committee Sues Court System

"Attorney Nicole Corrado alleges in a federal lawsuit that she was sexually harassed by two now-retired officials at the watchdog agency while a third retaliated against her for complaining, and that her lawyer in an unrelated property matter was investigated by the committee until he abandoned her case."[9]

v. multiple State and Federal ongoing complaints filed by Plaintiffs in the "Legally Related Lawsuits" against Public Officials involved in the alleged crimes in the legally related cases and directed by Brady/McKeown,

vi. a multitude of news articles regarding corruption at the DDC, the US Attorney, the New York DA and ADA and on behalf of "Favored Law Firms and Lawyers,"[10]

15. That all prior stories involving these matters can be found in Exhibit 1 herein, the following are selected stories that are pertinent to this Lawsuit.

16. Thursday, June 28, 2007, ECC released the story,

"SEX SCANDAL AT THE ATTORNEY COMMITTEE ON CHARACTER & FITNESS...THE LID IS OFF THE COVER-UP OF THE RECENT SEX SCANDAL ROCKING THE COMMITTEE ON CHARACTER & FITNESS AT

[9] http://www.newyorklawjournal.com/PubArticleNY.jsp?id=1202553693088&Attorney_for_Department_Disciplinary_Committee_Sues_Court_System&slreturn=20130204075850

[10] As claimed by Whistleblower Christine C. Anderson in testimony before this Court in her lawsuit.

THE NEW YORK STATE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT ON MADISON AVENUE."[11]

17. That on Saturday, July 21, 2007, ECC released the story,

"COURT OVERHAUL BEGINS: ATTORNEY DISCIPLINARY CHIEF COUNSEL CAHILL FIRST TO GO... [12] That Cahill is a Defendant in this Lawsuit and Anderson. That Defendant Cahill in this Lawsuit and the Anderson lawsuit "resigned" due to the unfolding scandal according to ECC.

18. That on Friday, August 24, 2007 ECC released the story,

"JUSTICE DEPARTMENT WIDENS 'PATENTGATE' PROBE BURIED BY ETHICS CHIEF THOMAS J. CAHILL. IN A LETTER DATED JULY 16, 2007, THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF PROFESSIONAL RESPONSIBILITY, ANNOUNCED FROM ITS WASHINGTON, D.C. HEADQUARTERS THAT IT WAS EXPANDING ITS INVESTIGATION INTO A BIZARRELY STALLED FBI INVESTIGATION THAT INVOLVES AN ALMOST SURREAL STORY OF THE THEFT OF NEARLY 30 U.S. PATENTS, *AND OTHER INTELLECTUAL PROPERTY, WORTH BILLIONS OF*

[11] http://www.exposecorruptcourts.blogspot.com/2007/06/sex-scandal-at-attorney-committee-on.html

[12] http://exposecorruptcourts.blogspot.com/2007/07/court-overhaul-begins-disciplinary.html

DOLLARS. [13] That Patentgate is the moniker ascribed to Plaintiffs IP theft claims as more fully described in the Amended Complaint[14].

19. That on Tuesday, August 28, 2007, ECC released the story,

"PATENTGATE ETHICS SCAM HITS HOLOCAUST SURVIVOR...AS A YOUNG GIRL, MRS. GIZELLA WEISSHAUS SURVIVED THE HOLOCAUST, BUT RECENTLY AND NOW 77-YEARS-OLD, SHE FINDS HERSELF ON THE GROWING LIST OF VICTIMS ENSNARLED IN THE MANHATTAN ATTORNEY ETHICS SCANDAL SHAKING THE NEW YORK STATE COURT SYSTEM...."[15]

20. *That on Tuesday, April 1, 2008, ECC released the story,*

"NY ETHICS SCANDAL TIED TO INTERNATIONAL ESPIONAGE SCHEME...TAMMANY HALL II ETHICS SCANDAL REACHING NEW HEIGHTS.

Excerpts from the article,

Reports surfaced in New York and around Washington, D.C. last week detailing a massive communications satellite espionage scheme involving major multi-national corporations and the interception of top-secret satellite signals. The evidence in the

[13] http://exposecorruptcourts.blogspot.com/2007/08/justice-dept-widens-patentgate-probe.html

[14] http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf

[15] http://exposecorruptcourts.blogspot.com/2007/08/patentgate-ethics-scam-hits-holocaust.html

corporate eavesdropping cover-up "is frightening," according to an informed source who has reviewed the volumes of documentation. The espionage scheme, he says, is directly tied to the growing state bar ethics scandal at the Appellate Division First Department, Departmental Disciplinary Committee (DDC) in Manhattan. Rumors had been Circulating Linking the NY Bar Scandal to International Corporate Espionage Ops Using Satellites."[16]

21. That on Friday, November 21, 2008, ECC released the story,

"BREAKING NEWS.....CLICK HERE FOR OBSTRUCTION OF JUSTICE INVESTIGATION...FBI PROBES THREATS ON FEDERAL WITNESSES IN NY ETHICS SCANDAL"[17] That the Obstruction of Justice is against Anderson and Corrado by Senior New York Supreme Court Officials, whistleblowers to their corruption scheme.

22. That on Thursday, March 5, 2009, ECC released the story,

"U.S. ATTORNEY GENERAL ERIC HOLDER ASKED TO APPOINT NEW YORK ETHICS PROSECUTOR...PART I - MANHATTAN ETHICS CHAIRMAN, ROY L. REARDON, ACCUSED OF WHITE-WASHING CRIMES BY ATTORNEYS...PART II - STATEWIDE JUDICIAL ETHICS CHAIRMAN, ROBERT TEMBECKJIAN, ACCUSED OF WIDESPREAD CORRUPTION."[18]

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[16] http://exposecorruptcourts.blogspot.com/2008/04/ny-ethics-scandal-tied-to-international.html
[17] http://exposecorruptcourts.blogspot.com/2008/11/breaking-news.html
[18] http://exposecorruptcourts.blogspot.com/2009/03/us-attorney-general-eric-holder-asked.html

23. That on Monday, September 21, 2009, ECC released the story,

"NY STATE COURT INSIDER CALLS FOR FEDERAL PROSECUTOR...

LETTER FROM: Christine C. Anderson

Attorney at Law

September 13, 2009 (via Confirmed Overnight Delivery)

TO: The Hon. Eric H. Holder, Jr.
Attorney General of the United States
Office of the Attorney General
United States Department of Justice

The Hon. Preet Bharara
United States Attorney for the Southern District of New York
United States Department of Justice

Hon. William M. Welch II
Chief, Public Integrity Unit
United States Department of Justice

The Hon. John L. Sampson,Chairman
New York State Senate Judiciary Committee

RE: REQUEST FOR FEDERAL INVESTIGATION INTO ALLEGATIONS OF CORRUPTION AND WITNESS INTIMIDATION AND APPOINTMENT OF FEDERAL MONITOR."[19]

24. That on Tuesday, November 17, 2009, ECC released the story,

"NEW TRIAL SOUGHT IN NY STATE CORRUPTION CASE, AG BLASTED FOR MASSIVE CONFLICTS...NEW FEDERAL TRIAL REQUESTED IN NY STATE CORRUPTION CASE. That similarly the AG has been accused in this

[19] http://exposecorruptcourts.blogspot.com/2009/09/ny-state-court-insider-calls-for.html

Lawsuit of the same ILLEGAL and OBSTRUCTIONARY representations as in Anderson and represents State of New York Defendants in this Lawsuit both personally and professionally while simultaneously blocking complaints against their State Defendant clients at the AG's office. Further, the illegal representations of the State Defendants personally misappropriate public funds to pay for their personal defense, in violation of Public Office rules and Law.

25. That on Wednesday, June 27, 2012, ECC released the story,

"NY LEGAL ETHICS SCANDAL WHISTLEBLOWER BACK IN FEDERAL COURT...WITNESS TAMPERING BRINGS NY ATTORNEY CHRISTINE ANDERSON BACK TO FEDERAL COURT...WIDESPREAD 'ETHICS' CORRUPTION NOW INCLUDES THREAT ON WITNESS IN A FEDERAL PROCEEDING...CLICK HERE TO SEE THE STORY AND THE JUNE 25, 2012 FILED PAPERS."[20] That while this Court struck down Anderson's motion mentioned in the article above on ridiculous technicalities and presumptions about opinions of what this Court thought about the Threat on a Federal Witness being admissible in Anderson's lawsuit, this Court however factually became at the time fully aware of the FELONY allegations against another Attorney at Law, a Public Official who made these threats on a Federal Witness as reported by EYEWITNESS CREDIBLE WITNESSES ANDERSON AND CORRADO and therefor this Court now has legal obligations to report the misconduct alleged to the proper authorities for CRIMINAL

[20] http://ethicsrouser.blogspot.com/2012/06/ny-legal-ethics-scandal-whistleblower.html

INVESTIGATION or face charges of Misprision of a Felony and for violations of Judicial Cannons, Attorney Conduct Codes and Law.

26. That Plaintiff also claims this Court has been aware of further evidence of CRIMINAL MISCONDUCT EXPOSED IN THIS COURT in the Anderson case. Plaintiff presumes, after notifying this Court of the crimes that it would be committing with a failure to report the crimes exposed by Anderson, that this Court failed to contact State and Federal authorities of these MULTIPLE FELONY CRIMES that were alleged in this Court by Anderson. Crimes alleged against US Attorneys, DA's, ADA's, the New York AG and Favored Law Firms and Lawyers, who are shown to be working together to scrub complaints against each other, in a "you scratch my back" criminal scheme to evade prosecution and Obstruct Justice of those opposing them.[21]

27. That following URL http://iviewit.tv/wordpress/?p=205 and Exhibit 2, IS THE NOTIFICATION ALREADY SERVED TO THIS COURT OF THE FELONY CRIMES EXPOSED IN THIS COURT BY ANDERSON and of NEW FELONY CRIMES COMMITTED IN THIS COURT TO COVER THEM UP.

28. That this Court now attempts to bury the CRIMINAL ACTS exposed in this Court by SEVERAL CREDIBLE EYEWITNESS EXPERTS IN ATTORNEY MISCONDUCT COMPLAINTS and LAW, by failing to contact the appropriate CRIMINAL

[21] http://iviewit.tv/wordpress/?p=205
and
http://www.free-press-release.com/news-iviewit-inventor-eliot-bernstein-files-criminal-charges-against-ny-ag-andrew-cuomo-chief-of-staff-steven-cohen-asst-ag-monica-connell-w-gov-david-1291165927.html

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AUTHORITIES and dismiss ALL the cases with absolutely no due process and failing to follow procedure and law. This failure to notify authorities, despite repeated calls by Anderson and the related lawsuits for a Federal Monitor, can no longer be tolerated as our lives have come into grave danger as further described herein. Therefore, if Plaintiff is not notified by this Court that these LEGALLY REQUIRED OBLIGATIONS have been fulfilled by this Court then Plaintiff must file charges against this Court and Hon. Judge Shira Scheindlin for MISPRISION OF A FELONY, AIDING AND ABETTING A CRIMINAL RICO ORG, OBSTRUCTION OF JUSTICE and more. Plaintiff will file the charges, if necessary, after the ruling on this Motion and if these claims are not addressed by the Court, Plaintiff will move for a DISQUALIFICATION of Scheindlin in this lawsuit and report the Felony Acts, including those of this Court, to all appropriate STATE and FEDERAL authorities. That by hiding these facts and attempting to bury these cases without due process, this Court is a further tool of the illegal Obstruction and all Orders, Rulings, etc. a part of a FRAUD ON THE COURT through ABUSE OF PROCESS.

29. That on Friday, January 25, 2013, ECC released the RIVITING STORY

"FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS 'ETHICS BOSSES'"[22]

[22] http://exposecorruptcourts.blogspot.com/2013/01/former-insider-admits-to-illegal.html

That this story is written and posted by McKeown. The article details intentional "Obstruction of Justice" against Related Case to this Lawsuit (07cv09599) Anderson v The State of New York, et al. filed by Whistleblower Christine C. Anderson, Esq. former Attorney at Law for the New York Supreme Court Departmental Disciplinary Committee and an expert in Attorney at Law Disciplinary complaints. The article details an invasion of privacy against Anderson to "OBSTRUCT JUSTICE" so outrageous as to completely *have prejudiced not only the Anderson related lawsuit but this Lawsuit and every lawsuit* "Legally Related" to Anderson.

Selected Quotes from this story,

> **"FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR NYS 'ETHICS BOSSES'"**
>
> Evidence was obtained on Thursday, January 24, 2013, confirming the position of a former NYS attorney ethics committee insider that various illegal actions were employed by New York State employees to target and/or protect select attorneys. For purposes of this article, a first in a series, the former insider will be referred to as "The Cleaner's Man" or "The Man."
>
> **The Cleaner**
>
> During the wrongful termination case of former Manhattan ethics attorney Christine Anderson, it was revealed that New York State employees had a nick-name for supervising ethics attorney Naomi Goldstein. Naomi Goldstein was, "The Cleaner."
>
> **"Ethics" Retaliation Machine Was Real.**

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The focus of this initial article concerns the 1st and 2nd judicial department, though the illegal methods are believed to have been utilized statewide in all 4 judicial departments.

The Cleaner's Man says that he would receive a telephone call from Naomi Goldstein, who would say, "we have another target, I want to meet you..." The Man also says that Thomas Cahill, a former DDC Chief Counsel, and Sherry Cohen, a former Deputy-Chief Counsel, were knowledgeable of all of Naomi Goldstein's activity with him and his team.

The meetings, he says, were usually at a park or restaurant near the Manhattan Attorney ethics offices (the "DDC") in lower Manhattan, however he did over time meet Goldstein at his office, the DDC or in movie theater- a venue picked by Naomi. Goldstein would provide her Man with the name, and other basic information, so that the Man's team could begin their "investigation."

The Man specifically recalls Naomi Goldstein advising him to "get as much damaging information as possible on Christine [Anderson]."

The Man says that they then tapped Ms. Anderson's phones, collected ALL "ISP" computer data, including all emails, and set up teams to surveil Anderson 24/7. The Man says he viewed the improperly recorded conversations and ISP data, and then personally handed those items over to Naomi Goldstein.

Anderson should not, however, feel like she was a lone target. According to The Man, "....over 125 cases were interfered with...." And there were dozens of "targeted" lawyers, says The Man,adding, that the actions of his teams were clearly "intentionally obstructing justice."

If Ms. Goldstein had identified the Ethics Committee's newest target as an attorney, it was quickly qualified with whether the involved lawyer was to be "screwed or UNscrewed." Unscrewed was explained as when an attorney needed to be "protected" or "saved" even if they did, in fact, have a major ethics problem.

The Man has a nice way of explaining his actions, the "authority" to so act and, he says, over 1.5 million documents as proof..... The U.S. Attorney is aware of The Man and his claims...."[23]

30. That on Sunday, February 10, 2013, ECC released the story,

[23] http://exposecorruptcourts.blogspot.com/2013/01/former-insider-admits-to-illegal.html

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"UPDATE ON ATTORNEY "ETHICS" COMMITTEES' ILLEGAL WIRETAPS

FORMER INSIDER ADMITS TO ILLEGAL WIRETAPS FOR "ETHICS"

BOSSES."[24]

From that story,

Evidence was obtained on Thursday, January 24, 2013, confirming the position of a former New York State attorney ethics committee insider that various illegal actions were employed by New York State supervising employees to target and/or protect select attorneys.

The Cleaner

Many of the most powerful attorneys in the United States are licensed to practice law in New York State, and if the business address for that lawyer is located in The Bronx or Manhattan, legal ethics is overseen by the Departmental Disciplinary Committee (the "DDC"), a group that falls under Manhattan's Appellate Division of The NY Supreme Court, First Department.

A few years ago, and during a wrongful termination case involving a former DDC ethics attorney, Christine Anderson, it was revealed that DDC employees had a nick-name for a supervising ethics attorney, Naomi Goldstein. "Ethics" Supervising Attorney Naomi Goldstein was known as "the Cleaner."

"Ethics" Retaliation Machine Was Real

There are usually cries of "retaliation" whenever charges of violating regulations of attorney ethics rules are lodged against a lawyer. However, an investigation of activity at the DDC for a ten year period reveals starling evidence of routine and improper retaliation, evidence tampering and widespread coverups.

Importantly, an insider, who says he was involved in the illegal activity, including widespread wiretapping, has provided the troubling details during recent interviews. He says he supervised the teams that acted illegally. The insider says that he was Naomi Goldstein's 'man' - The Cleaner's 'man' - and that he would simply receive a telephone call from Naomi Goldstein, and who would say, "we have another target, I want to meet you..." He also says that Thomas Cahill, a former DDC Chief Counsel, and Sherry Cohen, a former Deputy-Chief Counsel-

[24] http://exposecorruptcourts.blogspot.com/2013/02/update-on-attorney-ethics-committees.html



and now in private practice helping lawyers in "ethics" investigations, were part of, and knowledgeable of, the illegal activity.

The meetings, the insider says, were usually at a park or restaurant near the DDC's lower Manhattan ethics' offices, however he did over time meet Goldstein at his office, inside the DDC or in movie theater- a venue picked by Naomi. Goldstein only needed to provide him with the name and other basic information, so that his team could begin their "investigation."

He specifically recalls Naomi Goldstein advising him to "get as much damaging information as possible on Christine [Anderson,]" the former DDC staff attorney who had complained that certain internal files had been gutted of collected evidence.

Naomi's "man" says that they then tapped Ms. Anderson's phones, collected ALL "ISP" computer data, including all emails, and set up teams to surveil Anderson 24/7.

He says he reviewed the illegally recorded conversations and ISP data, and then personally handed those items over to Naomi Goldstein.

Attorney Christine Anderson should not, however, feel like she was a lone target. Initially, Goldstein's "man," indicated that "....over 125 [attorney] cases were interfered with...." But a subsequent and closer review of approximately 1.5 million documents has revealed that there may have been many hundreds of attorneys, over the ten-year-period, involved in the DDC's dirty tricks, focused retaliation and planned coverups.

Previously identified "targeted" lawyers were only numbered in the "dozens," but that was before the years-old documents were reviewed. In initial interviews, the insider says that if Ms. Goldstein had identified the DDC ethics committee's newest target as an attorney, it was quickly qualified with whether the involved lawyer was to be "screwed or UNscrewed." Unscrewed was explained as when an attorney needed to be "protected" or "saved" even if they did, in fact, have a major ethics problem. But targets, it is now revealed, were not always identified as having a law license.

The DDC insider also says that litigants (most of whom were not attorneys) were also DDC targets. The on-going document review continues to refresh the memory of the insider, after initially only remembering names from high-profile cases involving "big-name" attorneys. But one fact remains constant, says the

insider- the actions of his teams were clearly and "intentionally obstructing justice."[25]

31. That on Friday February 15, 2013, ECC released the SHOCKING following two stories,

WEDNESDAY, FEBRUARY 13, 2013

"JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER"

http://exposecorruptcourts.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html

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Not only were attorneys targeted for 24/7 wiretapping of their personal and business phones, but judges in New York also became victims of the illegal whims of political insiders, according to a former insider who says he supervised parts of the operation for years.

It was previously reported that evidence was obtained on January 24, 2013 confirming illegal actions against New York attorneys, **including the continuous and illegal wiretapping of their phones and the complete capture and copying of all internet ISP activity, including email.** CLICK HERE TO SEE BACKGROUND STORY "Former Insider Admits to Illegal Wiretaps for "Ethics Bosses"

The Manhattan-based attorney ethics committee, the Departmental Disciplinary Committee (the "DDC"), a state-run entity that oversees the "ethics" of those who practice law in The Bronx and Manhattan, has been identified of **utilizing the illegal activity- at will, and by whim- to either target or protect certain attorneys.**

One Manhattan supervising ethics attorney, Naomi Goldstein, was identified as a regular requestor of the **illegal tape recordings, and former chief counsel [DEFENDANT] Thomas Cahill has been described in interviews as being "very involved" to those who were conducting the illegal activity.** Cahill subsequently retired, however New York State-paid attorney Naomi Goldstein still supervises "ethics" investigations from her Wall Street DDC 2nd floor office at 61 Broadway. THERE'S MORE TO THIS STORY, see the first 3 judges identified ..... CLICK HERE TO SEE THE LATEST ETHICSGATE UPDATE

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[25] http://exposecorruptcourts.blogspot.com/2013/02/update-on-attorney-ethics-committees.html

WEDNESDAY, FEBRUARY 13, 2013

"JUDGES WERE ILLEGALLY WIRETAPPED, SAYS INSIDER"

http://ethicsgate.blogspot.com/2013/02/judges-were-illegally-wiretapped-says.html

Not only were attorneys targeted for 24/7 wiretapping of their personal and business phones, but judges in New York also became victims of the illegal whims of political insiders, according to a former insider who says he supervised parts of the operation for years.

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One Manhattan supervising ethics attorney, Naomi Goldstein, was identified as a regular requestor of the illegal tape recordings, and former chief counsel Thomas Cahill has been described in interviews as being "very involved" to those who were conducting the illegal activity. Cahill subsequently retired, however New York State-paid attorney Naomi Goldstein still supervises "ethics" investigations from her Wall Street DDC 2nd floor office at 61 Broadway.

Ethicsgate

According to the source, one New York "ethics" legend, Alan Friedberg, was "very well known" to those conducting the illegal wiretapping activity. Friedberg, who has become the poster child for unethical tactics while conducting "ethics" inquiries, appears to have been present in the various state offices where illegal wiretaps were utilized. Friedberg worked for the New York State Commission on Judicial Conduct (the "CJC") before running the Manhattan attorney "ethics" committee as chief counsel for a few years. Friedberg then resurfaced at the CJC, where he remains today. The CJC investigates ethics complaints of all judges in New York State.

Judges Deserve Justice Too, Unless Political Hacks Decide Otherwise



While court administrators have effectively disgraced most judges with substandard compensation, it appears that at least the selective enforcement of "ethics" rules, dirty tricks and retaliation were equally employed on lawyers and judges alike.

According to the insider, targeted judges had their cellphones, homes and court phones wiretapped- all without required court orders. In addition, according to the source, certain courtrooms, chambers and robing rooms were illegally bugged.

A quick review of notes from over one million pages of evidence, according to the insider, reveals that the "black bag jobs" included: NYS Supreme Court Judge, the Hon. Alice Schlesinger (Manhattan), Criminal Court Judge, the Hon. Shari R. Michels (Brooklyn) and NYS Supreme Court Judge, the Bernadette Bayne (Brooklyn).

More coming soon..... sign up for email alerts, at the top of this page.....

CLICK HERE to see, "Top Judicial 'Ethics' Lawyer Settles Lack-of-Sex Lawsuit"

32. That on Friday February 15, 2013, ECC released the story,

"NY GOVERNOR ANDREW CUOMO ASKED TO SHUT DOWN JUDICIAL "ETHICS" OFFICES."[26]

Selected Quotes from that story,

New York State Governor Andrew Cuomo has been formally requested to immediately shut down the offices of The Commission on Judicial Conduct (the "CJC"), the state agency charged with overseeing the ethics of all judges in the Empire State. The request comes from a public integrity group after confirmation that the CJC has been involved in illegally wiretapping and other illegal "black bag operations" for years.

Governor Cuomo is asked to send New York State Troopers to close and secure the state's three judicial ethics offices: the main office on the 12th floor at 61 Broadway in Manhattan, the capital office in Albany at the Corning Tower in the

[26] http://ethicsgate.blogspot.com/2013/02/ny-governor-andrew-cuomo-asked-to-shut.html

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Empire State Plaza, and the northwest regional office at 400 Andrews Street in Rochester.

The Governor is asked to telephone the Assistant United States Attorney who is overseeing the millions of items of evidence, most of which that has been secreted from the public- and the governor- by a federal court order.

Governor Cuomo was provided with the direct telephone number of the involved federal prosecutor, and simply requested to confirm that evidence exists that certain state employees in New York's so-called judicial "ethics" committee illegally wiretapped state judges.

The request to the governor will be posted at www.ethicsgate.com later today. (Media inquiries can be made to 202-374-3680.)

33. That on Friday, February 15, 2013, ECC released the story,

"SEE THE LETTER TO NEW YORK GOVERNOR ANDREW CUOMO RE: WIRETAPPING JUDGES...CLICK HERE TO SEE THE LETTER, AT HTTP://ETHICSGATE.BLOGSPOT.COM/2013/02/LETTER-TO-NEW-YORK-GOVERNOR-ANDREW.HTML

Selected quotes from that article and the letter to Cuomo,

Friday, February 15, 2013

Letter to New York Governor Andrew Cuomo Re: Wiretapping Judges

The letter was delivered to the Governor's Manhattan and Albany offices:

Reform2013.com
[**REDACTED**]
202-374-3680 tel
202-827-9828 fax
[**REDACTED**]

February 15, 2013
The Honorable Andrew M. Cuomo,

Governor of New York State
NYS Captiol Building
Albany, New York 12224 [**REDACTED**]
[**REDACTED**]
[**REDACTED**]

RE: ILLEGAL WIRETAPPING OF JUDGES BY THE COMMISSION ON JUDICIAL CONDUCT

Dear Governor Cuomo

I respectfully request that you telephone Assistant U.S. Attorney [**REDACTED**] and ask whether there is any credible evidence in the millions of documents, currently under court seal in case # [**REDACTED**] regarding the illegal wiretapping of New York State judges and attorneys [**REDACTED**]

I believe you will quickly confirm that certain NYS employees at the judicial and attorney "ethics" committees routinely directed such "black bag operations" by grossly and illegally abusing their access to [**REDACTED**]

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about the state's so-called "ethics" oversight entities. According, it is requested that you temporarily shut down and secure New York's "ethics" offices and appoint, by executive order, an Ethics Commission to investigate, etc.

Please take immediate action regarding this vital issue, and so as to continue your efforts to help all New Yorkers restore their faith in their government. [**REDACTED**]

cc: Assistant U.S. Attorney [**REDACTED**]
The Hon. [**REDACTED**]
[**REDACTED**]

34. That on Tuesday, February 19, 2013, ECC released the story,

"ETHICSGATE UPDATE FAXED TO EVERY U.S. SENATOR

WWW.ETHICSGATE.COM "THE ULTIMATE VIOLATION OF TRUST IS THE CORRUPTION OF ETHICS OVERSIGHT" EXCLUSIVE UPDATE:

Tuesday, February 19, 2013 --- New York State Governor Andrew Cuomo asked to shut down judicial "Ethics" offices after evidence reveals illegal wiretapping of judges - Andrew Cuomo was formally requested on Friday, February 15, 2013 to shut down the NYS Commission on Judicial Conduct, the state agency charged with overseeing the ethics of all non-federal judges in the Empire State. Governor Cuomo will confirm with federal prosecutors that a case, where millions of documents are held under seal, contains evidence of widespread "black bag operations" that advanced, over more than a decade, knowingly false allegations against targets while protecting favored insiders, including Wall Street attorneys.... See the full story at: www.ethicsgate.com"[27]

35. That on Thursday, February 28, 2013, ECC released the story,

"NEW YORK SENATORS ASKED TO APPOINT ETHICS CORRUPTION LIAISON...EVERY NEW YORK STATE SENATOR HAS BEEN REQUESTED TO APPOINT AN "ETHICS CORRUPTION LIAISON" SO THAT TIMELY INFORMATION IN THE EVER-GROWING SCANDAL INSIDE NEW YORK'S SO-CALLED "ETHICS" ENTITIES MAY BE PROVIDED TO EACH STATE SENATOR.

Reform2013.com

[27] http://exposecorruptcourts.blogspot.com/2013/02/ethicsgate-update-faxed-to-every-us.html

Ethicsgate.com
February 28, 2013
Via Facsimile [as noted below]

RE: Illegal Wiretapping of NYS Judges and Attorneys by "Ethics" Entities

Dear Senator,

On February 15, 2013, we formally requested that Governor Cuomo contact the Assistant U.S. Attorney handling a sensitive federal case wherein credible evidence, in the millions of documents currently under court seal, support the allegation of the widespread illegal wiretapping of New York State judges and attorneys over at least the last ten years. In addition, other individuals- unrelated to that sealed federal matter- allege the exact same illegal activity.

The illegal wiretapping is alleged to have been directed by named senior personnel (and NYS employees) at the Commission on Judicial Conduct (the "CJC") and by at least two of the state's 4 judicial departments' attorney ethics committees.

We are, of course, confident that Governor Cuomo is taking decisive action regarding these troubling allegations, and we are now requesting that you, as a New York State Senator, begin a comprehensive review of the troubling issues.

As we are all aware, certain corrupt forces in New York have caused tremendous damage to the very soul of this great state. Now, the improper actions have accomplished the "ultimate corruption" - they have compromised and corrupted New York's so-called "ethics oversight" entities.

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about the state's so-called "ethics" oversight entities. (Additional information is available at www.Reform2013.com)

Accordingly, it is requested that you direct someone in your office to act as the liaison regarding this Ethics Corruption, and that he or she be in contact with us so that we may best communicate information to your office. Please have your designee contact us at their earliest convenience. Thank you.

Very truly yours,
Reform2013

36. That on Wednesday April 03, 2013, ECC released the story,

FORMAL COMPLAINT FILED AGAINST NYS EMPLOYEES FOR ILLEGAL WIRETAPPING...THE WIDESPREAD ILLEGAL WIRETAPPING INCLUDED TARGETED NEW YORK STATE JUDGES AND ATTORNEYS.....,

Reform2013.com
P.O. Box 3493
New York, New York 10163
202-374-3680 tel
202-827-9828 fax

via facsimile # 202-514-6588

April 3, 2013

Robert Moossy, Jr., Section Chief
Criminal Section, Civil Rights Division
US Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: FORMAL COMPLAINT AGAINST NEW YORK STATE EMPLOYEES INVOLVING CONSTITUTIONAL VIOLATIONS, INCLUDING WIDESPREAD ILLEGAL WIRETAPPING

Dear Mr. Moossy,

In researching and reporting on various acts of corruption in and about the New York State Court System, specific reviewed evidence supports allegations that over a ten-year-plus period of time, certain NYS employees participated in the widespread practice of illegal wiretapping, inter alia. As these individuals were in supervisory positions at "ethics oversight" committees, the illegal wiretapping largely concerned attorneys and judges, but their actions also targeted other individuals who had some type of dealings with those judicial and attorney "ethics" committees.

The NY state-employed individuals herein complained of include New York State admitted attorneys **Thomas Joseph Cahill, Alan Wayne Friedberg, Sherry Kruger Cohen, David Spokony and Naomi Freyda Goldstein**.

At some point in time shortly after 9/11, and by methods not addressed here, **these individuals improperly utilized access to, and devices of, the lawful operations of the Joint Terrorism Task Force (the "JTTF"). These individuals completely violated the provisions of FISA, ECPA and the Patriot Act for their own personal and political agendas.** Specifically, these NY state employees essentially commenced "black bag operations," including illegal wiretapping, against whomever they chose- and without legitimate or lawful purpose.
To be clear, any lawful act involving the important work of the JTTF is to be applauded. The herein complaint simply addresses the unlawful access- and use- of JTTF related operations for the personal and political whims of those who improperly acted under the color of law. Indeed, illegally utilizing JTTF resources is not only illegal, it is a complete insult to those involved in such important work.

In fact, hard-working and good-intentioned prosecutors and investigators (federal and state) are also victims here, as they were guided and primed with knowingly false information.

Operations involving lawful activity- and especially as part of the important work of the JTTF and related agencies- are not at issue here. This complaint concerns the illegal use and abuse of such lawful operations for personal and political gain, and all such activity while acting under the color of law. This un-checked access to highly-skilled operatives found undeserving protection for some connected wrong-doers, and the complete destruction of others- on a whim, including the pre-prosecution priming of falsehoods ("set-ups"). The aftermath of such abuse for such an extended period of time is staggering.

It is believed that most of the 1.5 million-plus items in evidence now under seal in Federal District Court for the Eastern District of New York, case #09cr405 (EDNY) supports the fact, over a ten-year-plus period of time, of the illegal wiretapping of New York State judges, attorneys, and related targets, as directed by state employees.

To be sure, the defendant in #09cr405, Frederick Celani, is a felon who is now regarded by many as a conman. Notwithstanding the individual (Celani), the evidence is clear that Celani once supervised lawful "black bag operations," and, further, that certain NYS employees illegally utilized access to such operations for their own illegal purposes. (Simple reference is made to another felon, the respected former Chief Judge of the New York State Court of Appeals, Sol Wachtler, who many believe was victimized by political pre-priming prosecution.)

In early February, 2013, I personally reviewed, by appropriate FOIL request to a NYS Court Administrative Agency, over 1000 documents related to the herein complaint. Those documents, and other evidence, fully support Celani's claim of his once-lawful supervisory role in such JTTF operations, and his extended involvement with those herein named. (The names of specific targeted judges and attorneys are available.)

One sworn affidavit, by an attorney, confirms the various illegal activity of Manhattan's attorney "ethics" committee, the Departmental Disciplinary Committee (the "DDC"), which includes allowing cover law firm operations to engage in the practice of law without a law license. Specifically, evidence (attorney affidavits, etc.) supports the claim that Naomi Goldstein, and other DDC employees supervised the protection of the unlicensed practice of law. The evidence also shows that Ms. Goldstein knowingly permitted the unlicensed practice of law, over a five-year-plus period of time, for the purpose of gaining access to, and information from, hundreds of litigants.

Evidence also supports the widespread illegal use of "black bag operations" by the NYS employees for a wide-range of objectives: to target or protect a certain judge or attorney, to set-up anyone who had been deemed to be a target, or to simply achieve a certain goal. The illegal activity is believed to not only have involved attorneys and judges throughout all of the New York State, including all 4 court-designated ethics "departments," but also in matters beyond the borders of New York.

Other evidence points to varying and widespread illegal activity, and knowledge of such activity, by these and other NYS employees- all of startling proportions.

For example:

The "set-up" of numerous individuals for an alleged plot to bomb a Riverdale, NY Synagogue. These individuals are currently incarcerated. The trial judge, U.S.

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District Court Judge Colleen McMahon, who publicly expressed concerns over the case, saying, "I have never heard anything like the facts of this case. I don't think any other judge has ever heard anything like the facts of this case." (2nd Circuit 11cr2763)

The concerted effort to fix numerous cases where confirmed associates of organized crime had made physical threats upon litigants and/or witnesses, and/or had financial interests in the outcome of certain court cases.
The judicial and attorney protection/operations, to gain control, of the $250 million-plus Thomas Carvel estate matters, and the pre-prosecution priming of the $150 million-plus Brooke Astor estate.

The thwarting of new evidence involving a mid 1990's "set-up" of an individual, who spent over 4 years in prison because he would not remain silent about evidence he had involving financial irregularities and child molestation by a CEO of a prominent Westchester, NY non-profit organization. (Hon. John F. Keenan)
The wire-tapping and ISP capture, etc., of DDC attorney, Christine C. Anderson, who had filed a lawsuit after being assaulted by a supervisor, Sherry Cohen, and after complaining that certain evidence in ethics case files had been improperly destroyed. (See SDNY case #07cv9599 - Hon. Shira A. Scheindlin, U.S.D.J.)

The eToys litigation and bankruptcy, and associates of Marc Dreir, involving over $500 million and the protection by the DDC of certain attorneys, one who was found to have lied to a federal judge over 15 times.
The "set-up" and "chilling" of effective legal counsel of a disabled woman by a powerful CEO and his law firms, resulting in her having no contact with her children for over 6 years.

The wrongful detention for 4 years, prompted by influential NY law firms, of an early whistleblower of the massive Wall Street financial irregularities involving Bear Sterns and where protected attorney-client conversations were recorded and distributed.

The blocking of attorney accountability in the $1.25 billion Swiss Bank Holocaust Survivor settlement where one involved NY admitted attorney was ultimately disbarred- in New Jersey. Only then, and after 10 years, did the DDC follow with disbarment. (Gizella Weisshaus v. Fagan)

Additional information will be posted on www.Reform2013.com
The allegations of widespread wiretapping by New York's so-called "ethics" committees were relayed to New York Governor Andrew M. Cuomo on February

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15, 2013, and to the DDC Chairman Mr. Roy R. L. Reardon, Esq., who confirmed, on March 27, 2013, his knowledge of the allegations. (Previously, on March 25, 2013, I had written to DDC Deputy Chief Counsel Naomi Goldstein, copying Mr. Reardon, of my hope that she would simply tell the truth about the improper activity, inter alia.)

New York judges and lawyers, and obviously the public, deserve immediate action to address the widespread corruption in and about New York's so-called "ethics" oversight entities.

Please take immediate action regarding this troubling issue, and so as to continue the DOJ's efforts to help all New Yorkers restore their faith in their government.

cc:

U.S. Attorney Loretta E. Lynch via facsimile 718-254-6479 and 631-715-7922
U.S. DOJ Civil Rights Section via facsimile 202-307-1379, 202-514-0212
The Hon. Arthur D. Spatt, via facsimile 631-712-5626
The Hon. Colleen McMahon via facsimile 212-805-6326
Hon. Shira A. Scheindlin via facsimile 212-805-7920
Assistant U.S. Attorney Demetri Jones via facsimile 631-715-7922
Assistant U.S. Attorney Perry Carbone via facsimile 914-993-1980
Assistant U.S. Attorney Brendan McGuire via 212-637-2615 and 212-637-0016
FBI SSA Robert Hennigan via facsimile 212-384-4073 and 212-384-4074
Pending SEC Chair Mary Jo White via facsimile 212-909-6836
Posted by Corrupt Courts Administrator at 2:11 PM

37. That in ECC stories from June 27, 2012 through February 28, 2013 listed herein a Pattern and Practice of Public Office Corruption is apparent, with now admitted Felony Obstruction of Justice by the person contracted to violate "targets" rights, committed by New York Public Officials that are Defendants in this lawsuit and matching identically the types of CRIMINAL CONSPIRATORIAL OBSTRUCTIONS revealed in the Anderson lawsuit. After speaking with the source of the story McKeown, on information and belief, Plaintiff and the other "related" suits were also "targets." These are

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inconceivable allegations of Public Officials targeting not only other Public Officials and Whistleblowers such as Anderson and Corrado but private citizens in lawsuit against them. Public Officials committing CRIMINAL ACTS to intentionally OBSTRUCT JUSTICE using, on information and belief, ILLEGALLY OBSTAINED PUBLIC RESOURCES and FUNDS to finance and operate these criminal activities and obstructions. That these acts committed to "Obstruct Justice" in these proceedings, *through a variety of racketeering style behavior, aid and abet further the criminal* activities of Defendants in the Anderson lawsuit and the legally related lawsuits and continue to violate Plaintiffs rights through continued denial of due process and procedure, through continued legal process abuse and continued Fraud on this Court.

II. DENIAL OF COUNSEL THROUGH EXTORTION

38. That these events have deprived Plaintiff not only Due Process under Law from the Obstructions but these Obstructions are unique, as they come from Attorney at Law Regulatory Agencies that are named Defendants in this RICO and which have added a new level of Obstruction in denying Plaintiffs the ability to seek legal counsel due to their control over the legal processes and Attorneys at Law. That any Attorney at Law after reading the exhibited articles herein would be crazy not fearing becoming the next "target" of the Attorney at Law Regulatory Agencies and being disbarred, fired, *blackballed or worse. Where the Criminal RICO Enterprise described in the Amended*

Complaint and RICO Statement is composed mainly of Criminals who are disguised as Attorneys at Law and through misuse of these legal titles,

i. the Criminal Legal Cartel operates a variety of Law Firms to run complex legal crimes, for example, bankruptcy scams, real estate scams, securities scams, estate scams, family court scams and more.

ii. the Criminal Legal Cartel employs Criminals who are disguised as Attorneys at Law and peppered with legal degrees that may be false degrees according to the articles herein with non-lawyers being handed legal "degrees" by the "Cleaner" Goldstein.

iii. the Criminal Legal Cartel employs Criminals disguised as Attorneys at Law to act as Judges in State and Federal Cases

iv. the Criminal Legal Cartel employs Criminals disguised as Public Officials whom are inserted into various government agencies both state and federal to derail any investigations into their criminal activities.

The articles cited herein clearly show that the Criminals are disguised as Attorneys at Law and any Principled and Ethical Attorneys at Law that are attempting **to help** Plaintiffs prosecute these Criminals disguised as Attorneys at Law then become targeted by other Criminal Attorneys at Law who are misusing their Public Offices and illegally using a mass of public funds and resources to then target Good Guy Whistleblowers like Anderson and Corrado. Anderson and Corrado two credible experts in ATTORNEY MISCONDUCT COMPLAINTS, Good Gal Attorneys at Law, acting as Good Guy

Public Officers and trying to do the right thing by helping victims, who then risk their lives to expose before this Court these schemes of their superiors gone rogue, including those at the highest outposts of the New York Supreme Court Attorney at Law Regulatory Agencies and look how wonderfully they have been treated.

39. That these news articles when viewed through the eye of an Attorney at Law looking to help Plaintiffs, who sees that they too will be "targets" and disbarred or worse, now acts to block Due Process by denying and disabling Plaintiffs rights to have honest Attorneys at Law represent their cases who do not fear this kind of "targeted" blowback. Especially when the blowback is from the very legal regulatory agencies that control their licenses to practice law and that can strip them of their license and livelihood if they help Plaintiffs that will prosecute and expose them for their crimes. The New York Supreme Court Disciplinary Departments are in fact seen as the criminal villain in these articles, found *Wiretapping, Infiltrating and Subverting the United States Joint Terrorism Task Force to* "target" innocent civilians, Patriot Act Violations against targeted innocent civilians, Whistleblowers and other "targets" of GOVERNMENT AGENCY ROGUE ACTORS, now targeting even the Judges that are trying to be Good Guy Judges and prosecute these corrupted state regulatory agencies in the courts, since most Judges are Attorneys at Law, again they too are under oversight by the Attorney at Law Disciplinary Committees and State Bars that are controlled by the Criminal Legal Cartel, top down. Plaintiff being Pro Se and all is not well versed in the Art of Law as Your Honor but the number of

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crimes alleged in just this last paragraph is overwhelming to count and so disabling to our System of Jurisprudence and Government as to constitute a Treason via a Coup D'état to disable Law at the Highest Outpost of Law. A lawless legal system disabling the laws that regulate Wallstreet Lawyers, who are really criminals disguised as Wallstreet Lawyers and yes these very same criminals are now found behind the collapse of world markets and yes, the fox is in the henhouse and humanity is being slaughtered and there *is no justice and so this Court must now make a stand to join force with either injustice or* justice and restore law and order, one court at time, starting here.

40. That while the 6th Amendment was designed primarily for criminal defendants, there are also special circumstances, like those in this Lawsuit and the related to Anderson lawsuits that would allow this Court to grant similar rights to granting counsel that is also vetted for conflict and then protected from backlash to represent Plaintiff in this civil case. Especially where the right to counsel is being interfered with by criminal acts by those charged with upholding such rights who are also Defendants in this lawsuit.

41. That really, this Court cannot over look yet another "insider" Whistleblower named in these articles, now with the US Attorney admitting to having ILLEGALLY TAPPED ANDERSON, JUDGES CHAMBERS and "TARGETS" in efforts to intentionally "Obstruct Justice." A whistleblower who claims to have been so contracted to perform these illegal Obstructions by Defendants in this RICO and others in Public Offices. The "Whistleblower" Frederic Celani whom is claimed in the articles to be working with

Federal Agents has already turned over evidence that includes video/audio recordings, eyewitness accounts of Public Officials meeting him in odd places, millions of documents and statements that he was contracted to "Target" victims with the direct intent to Obstruct Justice. Obstructions admittedly done through a host of FELONY VIOLATIONS TO DEPRIVE CONSTITUTIONAL RIGHTS of Plaintiffs in Anderson and the related cases through these abuses of legal process and procedure, *misappropriations of state and federal funds and resources to so achieve these illegal* activities under the color of law with Criminals disguised as Attorneys at Law who run the Attorney Disciplinary Committees. Can't make this shit up.

III. RE OPEN AND REHEAR BASED ON NEW EVIDENCE OF NEW RICO CRIMINAL ACTS COMMITTED AGAINST PLAINTIFF BY SEVERAL DEFENDANTS IN THIS RICO, INCLUDING BUT NOT LIMITED TO, ABUSE OF *LEGAL PROCESS, THEFT OF INHERITANCE, POSSIBLE INVOLVEMENT OF* DEFENDNATS IN THE ALLEGED MURDER OF SIMON L. BERNSTEIN.

42. That the criminal acts against Plaintiffs and others rights to privacy and property described herein again illustrate a pattern and practice of new and ongoing RICO activity against Plaintiff and again reveal misuse of Public Offices by criminals disguised as Public Officials, who are providing continued cover for criminal activities, usually run through rogue Law Firms, used to infiltrate and derail due process and commit FRAUD ON THE COURT(S) and FRAUD in Regulatory Agencies and Prosecutorial offices, as

evidenced by CREDIBLE EYEWITNESS WHISTLEBLOWERS in the related Anderson case. These are not claims by the less than artful Pro Se Plaintiff claims of conspiracy, these are from long standing and outstanding members (heroes) of the legal systems, credible experts in the art of Attorney at Law Misconduct making these claims. This is irrefutable evidence this Court can no longer deny and make claims that Plaintiff's has failed to state a claim, etc. this is irrefutable fact of evidence of a massive conspiracy *affecting Plaintiff's lawsuit from the start, his life and wellbeing and that of his families.* Provisions against Conspiracies to Interfere with Civil Rights (42 U.S.C. § 1985) 42 U.S.C. § 1985 grants a civil cause of action for damages caused by various types of conspiracies aimed at injuring a person in his/her person or property, or denying him/her a Federal right or privilege. § 1985 mainly deals with three instances of conspiracy: those aimed at preventing an officer from performing his/her duties; those aimed at obstructing justice by intimidating a party, witness, or juror; and those aimed at depriving a person's rights or privileges.

43. That the following NEW legal actions involving Plaintiff and certain Defendants in this Lawsuit, including but not limited to, central conspirators of the original criminal acts of Intellectual Property Theft from Plaintiff by his retained Intellectual Property Law Firms Defendants Proskauer, Greenberg Traurig and Foley & Lardner, show a continued pattern of criminal activity designed against Plaintiff to cause harms in a variety of ways, typical of Criminal RICO Enterprises.

44. That in each of the legal actions described below, other than the estate actions, it should be noted by this Court that Plaintiff Bernstein is the defendant and is somehow or another dragged into these actions regarding himself and his companies Iviewit and his Intellectual Properties, without any service and all roads that lead back to a nexus of Defendants involvement in all of them. Plaintiff is often inserted to these actions in bizarre and illegal ways, with judgments and rulings allegedly against him and his companies, defaming him and accusing him in rulings and published articles of Felony crimes he has never been tried or prosecuted or even accused of, all in efforts to smear him, make false judgments and liens against him, all in actions he has never been a party too and has asserted no defenses on his behalf, in many cases not even knowing the cases existed until after rulings and determinations were made.

45. That these continuing conspiratorial acts are designed to continue legal process abuse against Plaintiff, in order to,

v. harass and defame him through legal process abuse,
vi. to commit theft of personal property and inheritance through legal process abuse,
vii. to gain false judgments and liens against Plaintiff through legal process abuse, liens to pursue if Plaintiff is to receive an expected inheritance, and
viii. to target and shut down individuals and others who are publishing information regarding Plaintiff's RICO, the legally related cases, Your Honor and many of the Defendants in these cases.

All of these legal process abuses are committed through new Frauds on a variety of courts, Frauds on Public Offices and now Fraud in Public Agencies around the world, as defined further herein. The list of new legal actions involving Plaintiff and key Defendant Law Firms, include but are not limited to all of the following:

OBSIDIAN FINANCE GROUP, LLC ET AL V. COX
CASE NO. 3:11-CV-00057-HZ (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL PLEADINGS, ORDERS, ETC.)[28]

46. *That on January 2011 Obsidian V. Cox was Filed in the District of Oregon.*

47. That this case involves Crystal Cox ("Cox") who is an investigative journalist reporting on the Plaintiffs and Defendants in the Anderson and Legally Related Cases.

48. That Cox has now also become the target of several central Defendants of this RICO and ANTITRUST Lawsuit through LEGAL PROCESS ABUSE and more.

49. That now these same Defendants in this RICO are now inextricably bound to the Obsidian lawsuit.

50. That upon my knowledge, information and belief, The Obsidian Finance Group v. Crystal Cox trial was in November of 2011, there was a $2.5 million dollar verdict rendered to Cox. At this time, Crystal Cox was the only named defendant in that case, the only defendant on trial, and the only defendant in Obsidian Finance Group v. Crystal Cox, whatsoever.

[28] Response To Demand for Summary Judgment. Objection to Summary Judgment for Damages. http://ia600403.us.archive.org/9/items/gov.uscourts.ord.101036/gov.uscourts.ord.101036.25.0.pdf

51. That six months after a judgment was issued against Cox in the case, which is now on appeal with the famed First Amendment Rights Attorney at Law and Professor Eugene Volokh, Esq., Professor at UCLA School of Law representing Cox, attempts were made to add Plaintiff Bernstein via a "Supplemental Motion" to the Obsidian lawsuit as a defendant and have him added to a 2.5 Million Dollar Judgment. After the case was already decided and on appeal and Plaintiff was not ever before a party or even *mentioned in the suit!*[29]

52. That several hours after the filing of this "Supplemental Complaint" the Judge struck it from the record, as indicated in the Docket report below.

05/11/2012	136	**STRICKEN per order of 5/11/2012.** ~~Supplemental Complaint. *(statutory fee exempt status selected)* Jury Trial Requested: Yes. Filed by Obsidian Finance Group, LLC, Kevin D. Padrick against All Defendants. (Aman, David)~~ Modified on 5/11/2012 (mr). (Entered: 05/11/2012)
05/11/2012	137	**STRICKEN per order of 5/11/2012.** ~~Proposed Summons *to Eliot Bernstein* Filed by All Plaintiffs. (Aman, David)~~ Modified on 5/11/2012 (mr). (Entered: 05/11/2012)
05/11/2012	138	**ORDER:** STRIKING the supplemental complaint 136 and proposed summons 137 for failure to comply with FRCP 15(d) which requires that the party seeking to file a supplemental complaint do so by motion. Fed. R. Civ. P. 15(d); see also Connectu, LLC v. Zuckerberg, 522 F.3d 82, 90 (1st Cir. 2008) (supplemental complaint cannot be filed as a matter of course). In any motion for leave to file a supplemental complaint, plaintiffs are requested to thoroughly address, with relevant authority, the following issues: (1) this Court's jurisdiction over the matter given that a Notice of Appeal has been filed; (2) whether a supplemental complaint is allowed post-judgment; (3) why the alleged fraudulent transfer claim should be raised in a supplemental complaint as opposed to bringing it in a new action. Ordered by Judge Marco A. Hernandez. Copy of this order emailed and mailed to defendant Crystal Cox. (mr) (Entered:

[29] SUPPLEMENTAL COMPLAINT (FRAUDULENT TRANSFER)
http://ia600403.us.archive.org/9/items/gov.uscourts.ord.101036/gov.uscourts.ord.101036.136.0.pdf

05/11/2012)

53. That upon my knowledge, information and belief, the District of Oregon court by Judge Marco Hernandez within hours denied this FRAUDULENT attempt to add Bernstein as a defendant in the lawsuit after the fact and yet this reveals another instance of attempted Fraud on that Court through abuse of process by these criminal Attorneys at Law in efforts to secure judgments against me. However, despite this attempt being denied by that Court, Bernstein now appears to be a defendant on the docket of that lawsuit, despite never having been a defendant nor ever being served in the suit, this acts to defame and damage Plaintiff despite the ruling anyone looking up the case sees him as a Defendant and may presume the Judgment was rendered against him too. That this constitutes further RICO acts against Plaintiff in harassing him through further Abuse of Process and more.

54. That upon my knowledge, information and belief, the District of Oregon court by Judge Marco Hernandez strikingly however failed to docket the Counter Defendants sued by Cox in her Counter Complaint.

55. That upon my knowledge, information and belief, David S. Aman is a lawyer with Tonkon Torp Law Firm in Portland Oregon. David Aman is counsel for Obsidian Finance Group and Kevin D. Padrick, in the legal action Obsidian Finance Group v. Crystal Cox. (District of Oregon 3:11-cv-00057-HZ). David S. Aman was involved in the Summit

bankruptcy in which Crystal Cox, an investigative blogger had been reporting on for 3 years. And Aman was named in an objection to the fees legal action filed by Stephanie Studebaker Deyoung, and other Summit bankruptcy investors and creditors. David S. Aman deposed Crystal Cox's "source", the Summit bankruptcy whistleblower Stephanie DeYoung years prior to Obsidian Finance Group v. Crystal Cox, and knew the role that Crystal Cox played in the reporting of the Summit bankruptcy case. David S. Aman filed *a legal action against Crystal Cox for 10 million dollars, on behalf of Plaintiff Kevin D.* Padrick, bankruptcy trustee. This legal action was to shut down the blogs of investigative blogger Crystal Cox, as these blogs exposed the details of a $40 million dollar Oregon bankruptcy. These blogs also expose and link to the details of the Iviewit companies Intellectual Property thefts and wholly cover this RICO lawsuit and the related lawsuits. The blogs also tie the involvement of Tonkon Torp clients Enron and Intel and where Plaintiff alleges that attempted thefts of Plaintiff's Intellectual Properties were the primary reason by which Enron collapsed through their Enron Broadband Division and led to Arthur Andersen's collapse.

56. That upon my knowledge, information and belief, in December of 2011, after a phone conference with Cox, Free Speech / Porn Industry Attorney Marc J. Randazza ("Randazza") of Randazza Legal Group began negotiating a deal with David S. Aman, attorney for Obsidian. Randazza had no agreement with Cox to represent her and was attempting to stop Cox from appealing Obsidian v. Cox to the Ninth Circuit. Randazza



conspired with Aman to negotiate a deal to stop the appeal, and did not ever tell Cox what the details of this negotiation were. Cox later found out from another attorney of the first amendment bar. Randazza had told members that he represented Cox in the matter of her appeal, and so they stayed away. Randazza's negotiation was exposed by UCLA professor Eugene Volokh to Cox, and Volokh has become Cox's counsel, retained under contract with Mayer Brown for her appeal.

57. That upon my knowledge, information and belief, in retaliation, early in 2012, Porn Industry Attorney Marc J. Randazza of Randazza Legal Group, conspired with Attorney Aman, to set Crystal Cox up for the crime of extortion. Aman initiated this defamatory campaign with an email out of context to the New York Times that was one email out of 5 in a settlement negotiation with Cox. Aman and Randazza conspired to discredit and defame Cox and together convinced Judge Hernandez, and from there the world through *Big Media and legal bloggers, that Cox had extorted them, though no extortion complaint* was ever filed against her or Plaintiff and where once again, Plaintiff is inserted into the decisions accusing him and defaming him in the process now of extortion and more. Randazza assisted Aman in attempting to seize blogs, domain names and shut down the reporting of Cox, by filing motions for a receiver named Lara Pearson whom Randazza had used before in the Righthaven cases. This receiver was to take domain names and blogs of Crystal Cox and domain names belonging to Plaintiff Bernstein, iViewit, who

seemed out the blue to suddenly months after the cases was decided to come of interest in the case, though suspected to have been planned all along.

58. That after gaining this ill-gotten, erroneous and unconstitutional judgment, Tonkon Torp Law Firm's David Aman and Kevin D. Padrick then conspired with journalists for the New York Times and Forbes to publish stories that would use this judgment to discredit and defame Plaintiff and Cox by the falsely creating an appearance that they were involved and convicted for criminal activities and more.

OBSIDIAN FINANCE GROUP LLC AND KEVIN D PADRICK VS CRYSTAL COX CASE NUMBER: 2:2012MC00017, FILED NOVEMBER 21, 2012, WASHINGTON EASTERN DISTRICT COURT, SPOKANE OFFICE, PRESIDING JUDGE: JAMES P. HUTTON

59. That on information and belief this case is related matter to the Obsidian case above, although the reason for this case remains unknown.

WORLD INTELLECTUAL PROPERTY ORG (WIPO) - (CT) D2011-0675 COMPLAINANT PROSKAUER ROSE V. COX AND BERNSTEIN (HEREBY FULLY INCORPORATED BY REFERENCE IN ENTIRETY HEREIN, ALL COMPLAINTS, SUBMISSIONS, RULINGS, DETERMINATIONS, ETC.)

60. That on April 2011 Proskauer Rose filed a WIPO Complaint against Crystal Cox and again Eliot Bernstein is somehow inserted throughout the case, WIPO Case Numbers, (TG) D2011-0678, (CT) D2011-0679,(CT) D2011-0677, (CT) D2011-0675.

61. That RICO Central Conspirator Defendant Proskauer Rose files this WIPO action in an attempt to scrub the web of Cox sites and news articles reporting and investigating this



Lawsuit, the related lawsuits and Defendant Proskauer in efforts to seize and shut down her sites and domains.

62. That Proskauer loses to Cox in this action yet Plaintiff appears named throughout.

63. That Proskauer attempted to choose a panelist, a one Peter L. Michaelson to hear this action who in the end however was disqualified for unknown reasons at that time. That later Plaintiff learned that Michaelson is wholly conflicted with, including but not limited to, Defendants Proskauer, Rubenstein, Judith Kaye, MPEG and others in this RICO lawsuit, how typical of Proskauer to try and slip a conflict in.

64. That Dawn Osborne also recused herself from this action for unknown reasons at this time.

65. That the decisions in this matter can be found at the following url's,

Defendant Proskauer's Joseph Leccese v. Crystal Cox

http://www.wipo.int/amc/en/domains/search/text.jsp?case=D2011-0679

Defendant Proskauer's Allen Fagin v. Crystal Cox

http://www.wipo.int/amc/en/domains/search/text.jsp?case=D2011-0678

Defendant/Counsel for Proskauer/Pro Se Counsel Gregg M. Mashberg v. Crystal Cox

http://www.wipo.int/amc/en/domains/search/text.jsp?case=D2011-0677

Proskauer Rose LLP v. Leslie Turner (Cox was Respondent)

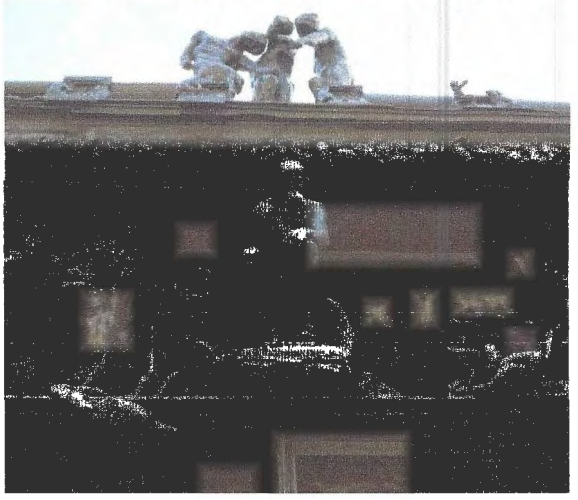
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EXHIBIT 30 - CONFLICT OF INTEREST DISCLOSURE



I-VIEW-IT HOLDINGS, INC.
I-VIEW-IT TECHNOLOGIES, INC.

CONFLICT OF INTEREST (COI) DISCLOSURE FORM



"Lasciate ogne speranza, voi ch'intrate"[1]
whom fail to heed this form.

THIS COI MUST BE SIGNED AND RETURNED PRIOR TO ANY ACTION BY YOU IN THESE MATTERS

Please accept and return signed, the following Conflict of Interest Disclosure Form (COI) before continuing further with adjudication, review or investigation of the attached PETITION to the

CIRCUIT COURT FOR PALM BEACH COUNTY, FL, Probate Division, Cases No. 502012CP004391XXXXSB Simon L. Bernstein and Case No. 502011CP000653XXXXSB Shirley Bernstein, titled,

PETITION TO:

PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT

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[1] il Sommo Poeta ~ Durante degli Alighieri, "Divina Commedia" 1308-1321 Canto III

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

The Conflict of Interest Disclosure Form is designed to ensure that the review and any determination from such review of the enclosed materials should not be biased by any conflicting financial interest or any other conflicting interest by those reviewers responsible for the handling of this confidential information. Whereby any conflict with any of the main alleged perpetrators of the alleged crimes referenced in these matters herein, or any other perpetrators not known at this time, must be fully disclosed in writing and returned by anyone reviewing these matters prior to making ANY determination.

Disclosure forms with "Yes" answers, by any party, to any of the following questions, are demanded not to open the remainder of the documents or opine in any manner, until the signed COI is reviewed and approved by the Iviewit companies and Eliot I. Bernstein. If you feel that a Conflict of Interest exists that cannot be eliminated through conflict resolution with the Iviewit Companies or Eliot Bernstein, instantly forward the matters to the next available reviewer that is free of conflict that can sign and complete the requisite disclosure. Please identify conflicts that you have, in writing, upon terminating your involvement in the matters to the address listed at the end of this disclosure form for Iviewit companies or Eliot I. Bernstein. As many of these alleged perpetrators are large law firms, lawyers, members of various state and federal courts, officers of federal, state and local law enforcement and regulatory agencies, careful review and disclosure of any conflict with those named herein is pertinent in your continued handling of these matters objectively.

These matters already involve claims of, including but not limited to, Conflicts of Interest, Violations of Public Offices, Whitewashing of Official Complaints in the Supreme Courts of New York, Florida, Virginia and elsewhere, Threatening a Federal Witness in a "legally related" Federal Whistleblower Lawsuit, Document Destruction and Alteration, Obstructions of Justice, RICO, ATTEMPTED MURDER and much more. The need for prescreening for conflict is essential to the administration of due process in these matters and necessary to avoid charges of OBSTRUCTION OF JUSTICE and more, against you. US Federal District Court Judge, Shira A. Scheindlin, legally related the matters to a New York Supreme Court Attorney Whistleblower Lawsuit of Christine C. Anderson, Esq. who alleges similar claims of public office corruption against Supreme Court of New York Officials, US Attorneys, NY District Attorneys and Assistant District Attorneys. Therefore, this Conflict Check is a formal request for full disclosure of any conflict on your part, such request conforming with all applicable state and federal laws, public office rules and regulations, attorney conduct codes and judicial canons or other international law and treatises requiring disclosure of conflicts and disqualification from these matters where conflict precludes involvement.

Failure to comply with all applicable conflict disclosure rules, public office rules and regulations, and, state, federal and international laws, prior to continued action on your part, **shall constitute cause** for the filing of criminal and civil complaints against you for any decisions or actions you make prior to a signed Conflict Of Interest Disclosure Form. Charges will be filed against you for failure to comply. Complaints will be filed with all appropriate authorities, including but not limited to, the appropriate Federal, State, Local and International Law Enforcement Agencies, Public Integrity Officials, Judicial

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

Conduct Officials, State and Federal Bar Associations, Disciplinary Departments and any/all other appropriate agencies.

I. Do you, your spouse and your dependents, in the aggregate, have any direct or indirect relations, relationships or interest(s) in any entity, or any of the parties listed in EXHIBIT 1 of this document, or any of the named Defendants in these matters contained at the URL, http://iviewit.tv/CompanyDocs/Appendix%20A/index.htm#proskauer ? Please review the online index in entirety prior to answering, as there are several thousand persons and entities.
_____NO ____YES

Please describe in detail any relations, relationships, interests and conflicts, on a separate and attached sheet, fully disclosing all information. If the answer is Yes, please describe the relations, relationships, interests and conflicts, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

II. Do you, your spouse and your dependents, in the aggregate, have any direct or indirect relations, relationships or interest(s), in any entity, or any direct or indirect relations, relationships or interest(s), to ANY other known, or unknown person, or known or unknown entity, not named herein, which will cause your review of the materials you are charged with investigating to be biased by any conflicting past, present, or future financial interest(s) or any other interest(s)?
_____NO ____YES

Please describe in detail any relations, relationships, interests and conflicts, on a separate and attached sheet, fully disclosing all information. If the answer is Yes, please describe the relations, relationships and interests, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

III. Do you, your spouse, and your dependents, in the aggregate, receive salary or other remuneration or financial considerations from any person or entity related in any way to the parties defined in Question I, including but not limited to, campaign contributions whether direct, "in kind" or of any type at all?
_____NO ____YES

Please describe in detail any interests or conflicts, on a separate and attached sheet, fully disclosing all information regarding the conflicts or considerations. If the answer is Yes, please describe the relations, relationships and / or interests, and, affirm whether such conflicts or interests present a conflict of interest that precludes fair review of the matters contained herein without undue bias or prejudice of any kind.

IV. Have you, your spouse, and your dependents, in the aggregate, had any prior *communication(s), including but not limited to, phone, facsimile, e-mail, mail, verbal, etc., with any* person related to the proceedings of Iviewit, Eliot Ivan Bernstein or the related matters in anyway and parties in Question I?
_____NO _____YES

CONFLICT OF INTEREST DISCLOSURE FORM
CIRCUIT COURT FOR PALM BEACH COUNTY, FL

Please describe in detail any identified communication(s) on a separate and attached sheet fully disclosing all information regarding the communication(s). If the answer is Yes, please describe the communication(s) in detail, including but not limited to, who was present, what type of communication, the date and time, length, what was discussed, please affirm whether such communication(s) present a conflict of interest in fairly reviewing the matters herein without undue bias or prejudice of any kind.

V. I have run a thorough and exhaustive Conflict of Interest check, conforming to any/all, state, federal and local laws, public office rules and regulations, and, any professional association rules and regulations, regarding disclosure of any/all conflicts. I have verified that my spouse, my dependents, and I, in the aggregate, have no conflicts with any parties or entities to the matters referenced herein. I understand that any undisclosed conflicts, relations, relationships and interests, will result in criminal and civil charges filed against me both personally and professionally.
_____NO ____YES

VI. I have notified all parties with any liabilities regarding my continued actions in these matters, including state agencies, shareholders, bondholders, auditors and insurance concerns or any other person with liability that may result from my actions in these matters as required by any laws, regulations and public office rules I am bound by.
_____NO ____YES

RELEVANT SECTIONS OF JUDICIAL CANNONS, ATTORNEY CONDUCT CODES AND LAW

Conflict of Interest Laws & Regulations

Conflict of interest indicates a situation where a private interest may influence a public decision. Conflict of Interest Laws are Laws and designed to prevent Conflicts of Interest that deny fair and impartial due process and procedure thereby Obstructing Justice in State and Federal, Civil and Criminal Proceedings. These Laws may contain provisions related to financial or asset disclosure, exploitation of one's official position and privileges, improper relationships, regulation of campaign practices, etc. The Relevant Sections of Attorney Conduct Codes, Judicial Cannons, Public Office Rules & Regulations and State & Federal Law listed herein are merely a benchmark guide and other state, federal and international laws, rules and regulations may be applicable to your particular circumstances in reviewing or acting in these matters. For a more complete list of applicable sections of law relating to these matters, please visit the URL,

http://iviewit.tv/CompanyDocs/oneofthesedays/index.htm#_Toc107852933,

fully incorporated by reference in entirety herein.

New York State Consolidated Laws Penal

ARTICLE 200 BRIBERY INVOLVING PUBLIC SERVANTS AND RELATED OFFENSES
S 200.03 Bribery in the second degree
S 200.04 Bribery in the first degree
S 200.05 Bribery; defense
S 200.10 Bribe receiving in the third degree
S 200.11 Bribe receiving in the second degree
S 200.12 Bribe receiving in the first degree
S 200.15 Bribe receiving; no defense
S 200.20 Rewarding official misconduct in the second degree
S 200.22 Rewarding official misconduct in the first degree S 200.25 Receiving reward for official misconduct in the second degree
S 200.27 Receiving reward for official misconduct in the first degree
S 200.30 Giving unlawful gratuities
S 200.35 Receiving unlawful gratuities
S 200.40 Bribe giving and bribe receiving for public office; definition of term
S 200.45 Bribe giving for public office
S 200.50 Bribe receiving for public office
ARTICLE 175 OFFENSES INVOLVING FALSE WRITTEN STATEMENTS
S 175.05 Falsifying business records in the second degree. S 175.10 Falsifying business records in the first degree.
S 175.15 Falsifying business records; defense
S 175.20 Tampering with public records in the second degree
S 175.25 Tampering with public records in the first degree
S 175.30 Offering a false instrument for filing in the second degree
S 175.35 Offering a false instrument for filing in the first degree
NY Constitution ARTICLE XIII Public Officers
Public Officers - Public Officers ARTICLE 1
ARTICLE 2 Appointment and Qualification of Public Officers - ARTICLE 15 ATTORNEYS AND COUNSELORS
S 468-b. Clients` security fund of the state of New York
S 476-a. Action for unlawful practice of the law
S 476-b. Injunction to restrain defendant from unlawful practice of the law
S 476-c. Investigation by the attorney-general
S 487. Misconduct by attorneys
S 488. Buying demands on which to bring an action.
Public Officers Law SEC 73 Restrictions on the Activities Of Current and Former State Officers and Employees
Public Officers Law SEC 74 Code of Ethics
Conflicts of Interest Law, found in Chapter 68 of the New York City Charter, the City's Financial Disclosure Law, set forth in section 12-110 of the New York City Administrative Code, and the Lobbyist Gift Law, found in sections 3-224 through 3-228 of the Administrative Code.

TITLE 18 FEDERAL CODE & OTHER APPLICABLE FEDERAL LAW

Title 18 U.S.C. § 4. Misprision of felony. Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.
A federal judge, or any other government official, is required as part of the judge's mandatory administrative duties, to receive any offer of information of a federal crime. If that judge blocks such report, that block is a felony under related obstruction of justice statutes, and constitutes a serious offense.
Upon receiving such information, the judge is then required to make it known to a government law enforcement body that is not themselves involved in the federal crime.

Title 28 U.S.C. § 1361. Action to compel an officer of the United States to perform his duty. The district courts shall have original jurisdiction of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the plaintiff.
This federal statute permits any citizen to file a lawsuit in the federal courts to obtain a court order requiring a federal official to perform a mandatory duty and to halt unlawful acts. This statute is Title 28 U.S.C. § 1361.
Fraud upon the court

FRAUD on the COURT

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In the United States, when an officer of the court is found to have fraudulently presented facts to court so that the court is impaired in the impartial performance of its legal task, the act, known as "fraud upon the court", is a crime deemed so severe and fundamentally opposed to the operation of justice that it is not subject to any statute of limitation.

Officers of the court include: Lawyers, Judges, Referees, and those appointed; Guardian Ad Litem, Parenting Time Expeditors, Mediators, Rule 114 Neutrals, Evaluators, Administrators, special appointees, and any others whose influence are part of the judicial mechanism.

"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication". Kenner v. C.I.R., 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23

In Bulloch v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."

What effect does an act of "fraud upon the court" have upon the court proceeding? "Fraud upon the court" makes void the orders and judgments of that court.

TITLE 18 PART I CH 11
Sec. 201. Bribery of public officials and witnesses
Sec. 225. - Continuing financial crimes enterprise
BRIBERY, GRAFT, AND CONFLICTS OF INTEREST
Sec. 205. - Activities of officers and employees in claims against and other matters affecting the Government
Sec. 208. - Acts affecting a personal financial interest
Sec. 210. - Offer to procure appointive public office
Sec. 225. - Continuing financial crimes enterprise
TITLE 18 PART I CH 79 Sec 1623 - False declarations before grand jury or court
Sec 654 - Officer or employee of United States converting property of another
TITLE 18 PART I CH 73 Sec 1511 - Obstruction of State or local law enforcement
TITLE 18 PART I CH 96 Sec 1961 RACKETEER INFLUENCED AND CORRUPT Organizations ("RICO")
Section 1503 (relating to obstruction of justice),
Section 1510 (relating to obstruction of criminal investigations)
Section 1511 (relating to the obstruction of State or local law enforcement),
Section 1952 (relating to racketeering),
Section 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity),
TITLE 18 PART I CH 96 SEC 1962 (A) RICO
TITLE 18 PART I CH 96 SEC 1962 (B) RICO
TITLE 18 PART I CH 96 SEC 1962 (C) RICO
TITLE 18 PART I CH 19 SEC 1962 (D) RICO
TITLE 18 PART I CH 19 CONSPIRACY Sec 371 CONSPIRACY TO COMMIT OFFENSE OR TO DEFRAUD UNITED STATES
TITLE 18 PART I CH 95 RACKETEERING SEC 1957 Engaging in monetary transactions in property derived from specified unlawful activity
TITLE 18 PART I CH 47 Sec 1031 - Major fraud against the United States

Judicial Cannons

What causes the "Disqualification of Judges?"

Federal law requires the automatic disqualification of a Federal judge under certain circumstances.

In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. Liteky v. U.S., 114 S.Ct. 1147, 1162 (1994).

Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, only the appearance of partiality. Liljeberg v. Health Services Acquisition Corp., 486 U.S. 847, 108 S.Ct. 2194 (1988) (what matters is not the reality of bias or prejudice but its appearance); United States v. Balistrieri, 779 F.2d 1191 (7th Cir. 1985) (Section 455(a) "is directed against the appearance of partiality, whether or not the judge is actually biased.") ("Section 455(a) of the Judicial Code, 28 U.S.C. §455(a), is not intended to protect litigants from actual bias in their judge but rather to promote public confidence in the impartiality of the judicial process.").

That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989). In Pfizer Inc. v. Lord, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant not only actually receive justice, but that he believes that he has received justice."

The Supreme Court has ruled and has reaffirmed the principle that "justice must satisfy the appearance of justice", Levine v. United States, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing Offutt v. United States, 348 U.S. 11, 14, 75 S.Ct. 11, 13 (1954). A judge receiving a bribe from an interested party over which he is presiding, does not give the appearance of justice.

"Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).

Further, the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification. The Seventh Circuit Court of Appeals further stated that "We think that this language [455(a)] imposes a duty on the judge to act sua sponte, even if no motion or affidavit is filed." Balistrieri, at 1202.

Judges do not have discretion not to disqualify themselves. By law, they are bound to follow the law. Should a judge not disqualify himself as required by law, then the judge has given another example of his "appearance of partiality" which, possibly, further disqualifies the judge. Should another judge not accept the disqualification of the judge, then the second judge has evidenced an "appearance of partiality" and has possibly disqualified himself/herself. None of the orders issued by any judge who has been disqualified by law would appear to be valid. It would appear that they are void as a matter of law, and are of no legal force or effect.

Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbor (provided that he is not a judge). However some judges may not follow the law.

If you were a non-represented litigant, and should the court not follow the law as to non-represented litigants, then the judge has expressed an "appearance of partiality" and, under the law, it would seem that he/she has disqualified him/herself.

However, since not all judges keep up to date in the law, and since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

Courts have repeatedly ruled that judges have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts, no judge has immunity to engage in such acts.

Canon 1. A Judge Should Uphold the Integrity and Independence of the Judiciary

[1.1] Deference to the judgments and rulings of courts depends upon public confidence in the integrity and independence of judges. The integrity and independence of judges depends in turn upon their acting without fear or favor. Although judges should be independent, they must comply with the law, including the provisions of this Code. Public confidence in the impartiality of the *judiciary is maintained by the adherence of each judge to this responsibility. Conversely, violation of this Code diminishes public* confidence in the judiciary and thereby does injury to the system of government under law.

Canon 2. A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities

(A) A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

[2.2][2A] The prohibition against behaving with impropriety or the appearance of impropriety applies to both the professional and personal conduct of a judge. Because it is not practicable to list all prohibited acts, the proscription is necessarily cast in general terms that extend to conduct by judges that is harmful although not specifically mentioned in the Code. Actual improprieties under this standard include violations of law, court rules or other specific provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge's ability to carry out judicial responsibilities with integrity, impartiality and competence is impaired.

Canon 3. A Judge Should Perform the Duties of the Office Impartially and Diligently

(B) Adjudicative responsibilities.

(I) A judge shall be faithful to the law and maintain professional competence in it. A judge shall not be swayed by partisan interests, public clamor or fear of criticism.
(2) A judge shall require order and decorum in proceedings before the judge.
(D) Disciplinary responsibilities.
(1) A judge who receives information indicating a substantial likelihood that another judge has committed a substantial violation of this Part shall take appropriate action.
(2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a substantial violation of the Code of Professional Responsibility shall take appropriate action.
(3) Acts of a judge in the discharge of disciplinary responsibilities are part of a judge's judicial duties.
(E) Disqualification.
(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned
[3.11][3B(6)(e)] A judge may delegate the responsibilities of the judge under Canon 3B(6) to a member of the judge's staff. A judge must make reasonable efforts, including the provision of appropriate supervision, to ensure that Section 3B(6) is not violated through law clerks or other personnel on the judge's staff. This provision does not prohibit the judge or the judge's law clerk from informing all parties individually of scheduling or administrative decisions.
[3.21][3E(1)] Under this rule, a judge is disqualified whenever the judge's impartiality might reasonably be questioned, regardless whether any of the specific rules in Section 3E(1) apply. For example, if a judge were in the process of negotiating for employment with a law firm, the judge would be disqualified from any matters in which that firm appeared, unless the disqualification was waived by the parties after disclosure by the judge.
[3.22][3E(1)] A judge should disclose on the record information that the judge believes the parties or their lawyers might consider relevant to the question of disqualification, even if the judge believes there is no real basis for disqualification.
Canon 4. A Judge May Engage in Extra-Judicial Activities To Improve the Law, the Legal System, and the Administration of Justice
Canon 5. A Judge Should Regulate Extra-Judicial Activities To Minimize the Risk of Conflict with Judicial Duties

Public Office Conduct Codes New York

PUBLIC OFFICERS LAW Laws 1909, Chap. 51.
CHAPTER 47 OF THE CONSOLIDATED LAWS PUBLIC OFFICERS LAW
Sec. 17. Defense and indemnification of state officers and employees. 2 (b)
Sec. 18. Defense and indemnification of officers and employees of public entities.3 (b)
Sec. 74. Code of ethics.(2)(3)(4)
§ 73. Business or professional activities by state officers and employees and party officers.

NY Attorney Conduct Code

(a) "Differing interests" include every interest that will adversely affect either the judgment or the loyalty of a lawyer to a client, whether it be a conflicting, inconsistent, diverse, or other interest.
CANON 5. A Lawyer Should Exercise Independent Professional Judgment on Behalf of a Client
DR 5-101 [1200.20] Conflicts of Interest - Lawyer's Own Interests.
DR 5-102 [1200.21] Lawyers as Witnesses.
DR 5-103 [1200.22] Avoiding Acquisition of Interest in Litigation.
DR 5-104 [1200.23] Transactions Between Lawyer and Client.
DR 5-105 [1200.24] Conflict of Interest; Simultaneous Representation.
DR 5-108 [1200.27] Conflict of Interest - Former Client.
CANON 6. A Lawyer Should Represent a Client Competently
CANON 7. A Lawyer Should Represent a Client Zealously Within the Bounds of the Law
DR 7-102 [1200.33] Representing a Client Within the Bounds of the Law.
DR 7-110 [1200.41] Contact with Officials.
DR 8-101 [1200.42] Action as a Public Official.
DR 8-103 [1200.44] Lawyer Candidate for Judicial Office.
A. A lawyer who is a candidate for judicial office shall comply with section 100.5 of the Chief Administrator's Rules Governing Judicial Conduct (22 NYCRR) and Canon 5 of the Code of Judicial Conduct.
CANON 9. A Lawyer Should Avoid Even the Appearance of Professional Impropriety
DR 9-101 [1200.45] Avoiding Even the Appearance of Impropriety.

I declare under penalty of perjury and more that the foregoing statements in this CONFLICT OF INTEREST DISCLOSURE FORM are true and correct. Executed on this ____ day, of_____, 20___. I am aware that any false, fictitious, or fraudulent statements or claims will subject me to criminal,

civil, or administrative penalties, including possible culpability in the RICO related crimes including the alleged attempted murder of the inventor Eliot Bernstein and his wife and children in a terrorist styled car-bombing attempt on their lives.



NOTE-- THE CAR BOMBING IS NOT A SCENE OUT OF A WAR ZONE BUT INSTEAD TOOK PLACE IN BOYNTON BEACH FL

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I agree to accept responsibility for the unbiased review, and presentation of findings to the appropriate party(ies) who also have executed this CONFLICT OF INTEREST DISCLOSURE FORM prior to review. A lack of signature will serve as evidence that I have accepted this document **with** undisclosed conflict, relations, relationships or interests. In the event that I continue to represent these matters without signing such COI first, this failure to sign and return the COI will act as a formal admission of such conflicts, relations, relationships or interests and serve as Prima Facie evidence in the event criminal or civil charges are brought against me.

Organization: **CIRCUIT COURT FOR PALM BEACH COUNTY, FL**

Print FULL Name and Title

_____

_____

_____

Signature _____ Date____/__|__|____/_____

If you are unable to sign this COI and are therefore unable to continue further to pursue these matters, please attach a statement of whom we may contact as your replacement, in writing, within 10

44

business days to preclude legal actions against you for Obstruction of Justice and more. A copy can be sent to iviewit@iviewit.tv and the original sent to the mailing address below:

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(561) 245-8644 (f)
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EXHIBIT 1 - PARTIAL LIST OF KNOWN CONFLICTED PARTIES

EXTENDED LIST OF DEFENDANTS INCLUDED IN THE AMENDED RICO AND ANTITRUST LAWSUIT APPROVED BY FEDERAL JUDGE SHIRA A. SCHEINDLIN.

****The first number is a total defendant, the second number after the period is a number for each group.**

1. PROSKAUER ROSE, LLP.
1. ABRAHAM GUTWEIN
3. ADAM T. BERKOWITZ
5. AIMEE M. ADLER
7. ALAN B. HYMAN
9. ALAN M. HOFFMAN
11. ALAN P. PARNES
13. ALEXANDER KAPLAN
15. ALIZA R. CINAMON
17. ALIZA ROSS
19. ALLEN I. FAGIN
21. ALLISON D. SONDAK
23. AMY F. MELICAN
25. AMY J. DILCHER
27. AMY J. WILLIAMS
29. ANA VERMAL
31. ANDRE G. CASTAYBERT
33. ANDREA ROSENBLUM
35. ANDREA S. RATTNER
37. ANDREW D. LEVY
39. ANDREW I. GERBER
41. ANDREW M. GUTTERMAN
43. ANDY S. OH
45. ANTHONY J. ONCIDI
47. ANTHONY T. WLADYKA III
49. AUDREY INGBER BENDER
51. AVITAI GOLD
53. AVRAM E. MORELL

2. DANIEL R. HALEM
4. JORDANA T. BERMAN
6. IRA AKSELRAD
8. DAWN M. IRIZARRY
10. DANIEL R. HOFFMAN
12. CHARLES H. PARSONS
14. JEREMY RAPHAEL KASHA
16. KAREN E. CLARKE
18. GARY ROSS
20. STACEY O'HAIRE FAHEY
22. ALEXIS SOTERAKIS
24. SILVANA M. MERLINO
26. MALCOLM J. HARKINS, III
28. HOWARD WILSON
30. BALDASSARE VINTI
32. ROBERTA K. CHEVLOWE
34. CORY W. EICHHORN
36. BRIAN S. RAUCH
38. FRED W. MATTLIN
40. JAMES P. GERKIS
42. CHARLES GUTTMAN
44. DAVID P. OLENER
46. ANTHONY PACHECO
48. CHARLINE K. WRIGHT
50. SUSAN LEWIS BERGIN
52. LEON P. GOLD
54. DANIEL J. O'DONNELL

55. BALDASSARE VINTI
56. BEATRICE POLA
58. BELA P. AMLADI
60. BENJAMIN SPECIALE
62. BERNARD M. HUSSON
64. BERNARD M. PLUM
66. BERT H. DEIXLER
68. BERTRAM A. ABRAMS
70. BERTRAND C. SELLIER

57. MARIE PORTHE
59. SUSAN AUFIERO
61. BROOKE H. SPIGLER
63. WILLIAM KRISEL
65. JOHN F. POKORNY
67. JACK P. DICANIO
69. NEIL H. ABRAMSON
71. RONALD D. SERNAU

73. **72.** BRENDAN J. O'ROURKE
74. **73.** STEVEN E. OBUS
75. **74.** BRIAN B. MARGOLIS
76. **75.** MICHAEL R. MARRA
77. **76.** BRIAN JEFFREY GERSHENGORN
78. **77.** LOREN M. GESINSKY
79. **78.** BRIAN L. FRIEDMAN
80. **79.** DAVID C. FRIEDMAN
81. **80.** BRUCE GORMAN JR.
82. **81.** ALAK R. GOSWAMI
83. **82.** CAROLE O'BLENES
84. **83.** JENNIFER O'BRIEN
85. **84.** CARRIE L. MITNICK
86. **85.** JEREMY M. MITTMAN
87. **86.** CELIA L. PASSARO
88. **87.** CARLA RAYNAL DE PASSOS
89. **88.** CHARLES E. DROPKIN
90. **89.** JENNIFER D. DUBERSTEIN
91. **90.** CHRISTINE KENNY
92. **91.** JUSTIN P. KILLIAN
93. **92.** CHRISTOPHER A. RAIMONDI
94. **93.** STEPHEN L. RATNER
95. **94.** CHRISTOPHER C. WHEELER
96. **95.** CHRISTINE ALBER
97. **96.** CHRISTOPHER L. PENNINGTON
98. **97.** MICHAEL J. PERLOFF
99. **98.** CHRISTOPHER WOLF
100. **99.** MARK W. BATTEN
101. **100.** COLIN A. UNDERWOOD
102. **101.** DAIN CHARLES LANDON
103. **102.** COLIN M. PAGE
104. **103.** RICHARD S. REIG
105. **104.** DAIN CHARLES LANDON
106. **105.** FRANCIS D. LANDREY
107. **106.** DARYN A. GROSSMAN
108. **107.** CLAIRE P. GUTEKUNST
109. **108.** DAVID G. MIRANDA
110. **109.** KIMBERLY A. MOTTLEY
111. **110.** DAVID H. DIAMOND
112. **111.** DONALD C. DOWLING JR.
113. **112.** DAVID J. CERVENY
114. **113.** CHRISTOPHER CHUNG
115. **114.** DAVID J. WEINBERGER
116. **115.** LAWRENCE I. WEINSTEIN
117. **116.** DAVID M. ALIN
118. **117.** JULIE M. ALLEN
119. **118.** DAVID M. LEDERKRAMER
120. **119.** ANDREW L. LEE
121. **120.** DAVID N. ELLENHORN
122. **121.** KLAUS EPPLER
123. **122.** DEBORAH M. VERNON
124. **123.** SCOTT WITONSKY
125. **124.** DEVORA L. LINDEMAN
126. **125.** ERICA LOOMBA
127. **126.** DONALD E. 'ROCKY' THOMPSON II
128. **127.** STEPHANIE REED TRABAND
129. **128.** DONALD W. SAVELSON
130. **129.** GERALD W. SAWCZYN
131. **130.** DONNA A. CORRIGAN
132. **131.** PAULA M. CORSARO
133. **132.** DOUGLAS C. RENNIE
134. **133.** VICTORIA L. RICHTER
135. **134.** DYLAN FORD
136. **135.** TANYA L. FORSHEIT
137. **136.** DYLAN S. POLLACK
138. **137.** RENATA C. POMPA
139. **138.** EBEN A. KRIM
140. **139.** JUSTIN LUNDBERG
141. **140.** EDWARD A. BRILL
142. **141.** LAWRENCE H. BUDISH
143. **142.** EDWARD S. KORNREICH
144. **143.** RONALD S. KORNREICH
145. **144.** EDWARD TROY WERNER
146. **145.** MELISSA L. WESTBROOK
147. **146.** ELANA GILAAD
148. **147.** MARVIN M. GOLDSTEIN
149. **148.** ELANA R. BUTLER
150. **149.** PERRY A. CACACE
151. **150.** ELENA ERACLEOUS
152. **151.** BRUCE E. FADER
153. **152.** ELIZABETH M. GARRETT
154. **153.** JEFFREY GENTES
155. **154.** ELLEN H. MOSKOWITZ
156. **155.** THOMAS M. MULLINS JR.
157. **156.** FRANK P. SCIBILIA
158. **157.** JENNIFER R. SCULLION
159. **158.** FREDERICK WARREN STRASSER
160. **159.** ERIC BRIAN TOPEL
161. **160.** FREDRIC C. LEFFLER
162. **161.** HOWARD N. LEFKOWITZ
163. **162.** GAIL S. PORT
164. **163.** CAROLINE S. PRESS
165. **164.** GAURAV MALHOTRA
166. **165.** CONOR MALINOWSKI
167. **166.** GEORGE A. PINCUS
168. **167.** JURATE SCHWARTZ
169. **168.** GEORGE D. KARIBJANIAN
170. **169.** ARLENE KARIN KLINE
171. **170.** GERALD E. WORTH
172. **171.** KIMBERLY L. BARBAR

173. **172. GREGG M. MASHBERG**
175. ***174. GWEN J. LOURIE***
177. **176. HAROLD M. BRODY**
179. **178. HARRY FRISCHER**
181. **180. HENRY O. SMITH III**
183. **182. HERSCHEL GOLDFIELD**
185. **184. HOWARD Z. ROBBINS**
187. **186. IDO WARSHAVSKI**
189. **188. ILISE S. ALBA**
191. **190. ISAAC NESSER**
193. **192. IVAN TABACK**
195. **194. JACK P. JACKSON**
197. **196. JACOB I. FRIEDMAN**
199. **198. JAMES E. GREGORY**
201. **200. JAMES H. SHALEK**
203. **202. JANICE K. SMITH**
205. ***204. JASON D. FERNBACH***
207. **206. JE JUN MOON**
209. **208. JEAN-BAPTISTE MARTIN**
211. **210. JEAN-LUC CUADRADO**
213. **212. JEFFERY A. GROSS**
215. **214. JEFFREY A. LEHMAN**
217. **216. JEFFREY W ROSS**
219. **218. JEFFREY W. LEVITAN**
221. **220. JENNIFER A. CAMACHO**
223. **222. JENNIFER E. BURNS**
225. **224. JENNIFER MORRIS COHEN**
227. **226. JEREMY M. BROWN**
229. **228. JEREMY P. OCZEK**
231. **230. JEREMY R. FEINBERG**
233. **232. JEROLD D. JACOBSON**
235. ***234. JERRY L. DASTI***
237. **236. JESSICA COHEN**
239. **238. JESSICA L. FREIHEIT**
241. **240. JODY S. RIGER**
243. **242. JOHN C. STELLABOTTE**
245. **244. JOHN M. FOX-SNIDER**
247. **246. JOHN R. SEEWALD JR.**
249. **248. JOHN SIEGAL**
251. **250. JOHN W. RITCHIE**
253. **252. JOHNATHAN C. DUNCAN**
255. **254. JON A. BAUMGARTEN**
257. **256. JONATHAN E. RICH**
259. **258. JONATHAN H. ORAM**
261. **260. JORDAN B. LEADER**
263. **262. JOSEPH C. O'KEEFE**
265. ***264. JOSEPH E. CASSON***
267. **266. JOSEPH M. LECCESE**
269. **268. JOSEPH Y. CHOI**
271. **270. JOSHUA A. STEIN**

174. **173. JESSICA MASTROGIOVANNI**
176. ***175. ADAM M. LUPION***
178. **177. LISA ANNE CALLIF**
180. **179. JOHN F. FULLERTON III**
182. **181. GERSHOM R. SMITH**
184. **183. HERMAN L. 'HANK' GOLDSMITH**
186. **185. MARY TANG ROCHA**
188. **187. JAY D. WAXENBERG**
190. **189. RORY JUDD ALBERT**
192. **191. KRISTIN H. NEUMAN**
194. **193. YUVAL TAL**
196. **195. ARNOLD S. JACOBS**
198. **197. WILBUR H. FRIEDMAN**
200. **199. JOHN H. GROSS**
202. **201. PETER J.W. SHERWIN**
204. **203. JOHN H. SNYDER**
206. ***205. ERIC M. FISHER***
208. **207. EMERSON S. MOORE I**
210. **209. GUILLAUME PERRIER**
212. **211. CHRISTOPHE HENIN**
214. **213. JESSICA A. HERTHEL**
216. **215. HENRY J. LEIBOWITZ**
218. **217. LAWRENCE J. ROTHENBERG**
220. **219. JOSHUA L. LEVY**
222. **221. JOSEPH A. CAPRARO JR.**
224. **223. DEVIN J. BURSTEIN**
226. **225. MARY ELIZABETH DENO**
228. **227. EDWARD CERASIA II**
230. **229. ERIK SAARMAA**
232. **231. GLENN M. FEIT**
234. **233. ALAN S. JAFFE**
236. ***235. MARK E. DAVIDSON***
238. **237. SAUL S. COHEN**
240. **239. TAMMY D. FRIED**
242. **241. KRISTIN S. ROZIC**
244. **243. EMILY STERN**
246. **245. ALBERT W. GORTZ**
248. **247. ANNE N. SMITH**
250. **249. ADAM D. SIEGARTEL**
252. **251. SAMANTHA RIVKIND**
254. **253. SCOTT A. EGGERS**
256. **255. ROBERT M. PLAINTIFF**
258. **257. MARY H. ROSE**
260. **259. CHARLES B. ORTNER**
262. **261. MICHAEL J. LEBOWICH**
264. **263. JOANNE ORIZAL**
266. ***265. MARK A. CATAN***
268. **267. JEREMY LECHTZIN**
270. **269. RICKY CHUNG**
272. **271. TOM STEIN**

273. **272.** JOSHUA D. PLAINTIFF
275. **274.** JOSHUA F. ALLOY
277. **276.** JOSHUA W. RUTHIZER
279. **278.** JUDSON L. HAND
281. **280.** JULIAN GOMEZ
283. **282.** KARA ELLICE SIMMONS
285. **284.** KATHLEEN F. PATERNO
287. **286.** KATHY H. ROCKLEN
289. **288.** KELLY M. GALLIGAN
291. **290.** KENNETH RUBENSTEIN
293. **292.** KENNETH S. HILTON
295. **294.** KERRI L. STONE
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1309.671. O'NEILL, JUDY A.
1310.672. O'NEILL, TANYA C.
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1312.674. ORGAN, CHRISTINE A.
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1316.678. OVERLY, MICHAEL R.
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1319.681. PANARITES, PETER E.
1320.682. PARKER, ROBERT J.
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1331.693. PETERSON, LIANE M.
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1491.853. SON, ANTHONY H.
1492.854. SONG, MICHAEL J.

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1818.19. BOWER, ALBERT M.
1820.21. BUCCOLA, CHRISTINA
1822.23. BURNTON, CAL R.
1824.25. CARLSON, DOUGLAS R
1826.27. CARNIE, BRIAN R.
1828.29. CHANG, GINA M.
1830.31. CHROUST, DAVID J.
1832.33. COCKRELL, GEOFFREY
1834.35. CONLON, ALISON C.
1836.37. COPLAND, DAVID A.
1838.39. FALBE, LAWRENCE W.
1840.41. FERGUSON, NATHAN E
1842.43. FISCHER, DAVID J.
1844.45. FOCHLER, CRAIG S.
1846.47. FOX, KATHY P.
1848.49. FREY, JOHN E.
1850.51. GAURON, AFTON L.
1852.53. GILLEN, GARY R.
1854.55. GOGAN, LESLIE
1856.57. GOLD, NORMAN M.
1858.59. GOODMAN, JONATHAN S.
1860.61. GOTTSHALL, JUSTINE
1862.63. GUNN, ROBERT M.
1864.65. HALEY, ROBERT E.
1866.67. HARRIS, JONATHAN A.
1868.69. HEARD, H. RODERIC
1870.71. HEYDEMANN, HELAINE
1872.73. HIGHT, DAVID H.
1874.75. HOLLEB, MARSHALL
1876.77. HOWARD, KATHLEEN
1878.79. HRTANEK, CATHLEEN
1880.81. IGEL-CAMILLONE, MARLENE J.
1882.83. JOHNSON, RICHARD C.
1884.85. KANTER, DAVID A.
1886.87. KEFALOS, NICHOLAS
1888.89. KHANDEKAR, MANOJ
1890.91. KIMBALL, ANNE G.
1892.93. KOLKMEIER, KIP
1894.95. KROMKOWSKI, MARK

1801.2. ACKERSON, FRED M.
1803.4. ALLEN, THOMAS D.
1805.6. ANDERSON, AIMEE B.
1807.8. ARVEY, HOWARD
1809.10. BARNES, JR., WILLIAM
1811.12. BENNETT, MICHAEL P.
1813.14. BLANKSHAIN, MICHAEL R.
1815.16. BOICE, HEATHER A.
1817.18. BORUSZAK, BRUCE L.
1819.20. BROWN, JOHN THOMPSON
1821.22. BURMAN, MARSHALL
1823.24. CALISOFF, ADAM S.
1825.26. CARNEY, DEMETRIUS
1827.28. CHAIT, LELAND H.
1829.30. CHRISTMAN, JAMES A.
1831.32. CLARK, CHAD E.
1833.34. COHEN, SAMUEL S.
1835.36. COOK, WILLIAM J.
1837.38. COSTELLO, JOHN W.
1839.40. FANCSALI, BETH L.
1841.42. FIGLIULO, DONALD E.
1843.44. FLAYTON, DONALD
1845.46. FONTOURA, LISA M.
1847.48. FREEBORN, PAUL K.
1849.50. GARRETT, MATTHEW
1851.52. GILBERT, HOWARD N.
1853.54. GILLIGAN, KATHLEEN
1855.56. GOLD, JUDITH A.
1857.58. GOLDSTEIN, LORI
1859.60. GORENBERG, KENNETH
1861.62. GRAY, JEFFREY P.
1863.64. HAGNELL, KAREN A.
1865.66. HAMILTON, ROBERT E
1867.68. HARROLD, BERNARD
1869.70. HENGSBACH, BETHANY
1871.72. HIGGINS, MARY P.
1873.74. HOFFMAN, RICHARD
1875.76. HOPP, ANTHONY G.
1877.78. HOWARD, PETER M.
1879.80. HUDDLE, MARK
1881.82. JANCASZ, RICHARD J.
1883.84. KAEDING, MICHAEL A.
1885.86. KANTER, MARTHA D.
1887.88. KEILEY, ELIZABETH
1889.90. KIM, CHARLES C.
1891.92. KLEIN, STEVEN H.
1893.94. KOSC, JEFFREY
1895.96. KUENSTLER, JOHN F.

1896.97. KUNKLE, WILLIAM J.
1898.99. LANDES, STEPHEN
1900.101. LAUER, SUSAN M.
1902.103. LEFFELMAN, DEAN J.
1904.105. LEWIS, BRIAN W.
1906.107. LONG, REBECCA R.
1908.109. LUBURIC, JOHN A.
1910.111. LYNCH, THOMAS M.
1912.113. MANDLY, JR., CHARLES R.
1914.115. MATYAS, THOMAS I.
1916.117. MCCANN, R. MICHAEL
1918.119. MCELROY, EDWARD M
1920.121. MCGINNESS, JEFFREY
1922.123. MCKITTRICK, ETHAN
1924.125. MICHAEL DOCKTERMAN
1926.127. MILLER, LAURIE M.
1928.129. MILLER, MATTHEW S.
1930.131. MURPHY, BART T.
1932.133. NEWMAN, ROBERT W.
1934.135. NICHOLS, JULIE M.
1936.137. NOLAN, HEATHER E.
1938.139. OPPENHEIM, DAVID M.
1940.141. PALMER, RICHARD C.
1942.143. PETERS, DANIEL J.
1944.145. POLICHAK, JAMES W. JR.
1946.147. RIAHEI, MELISSA M.
1948.149. ROBERTS, JOHN A.
1950.151. ROTH, ALAN B.
1952.153. RUBIN, JAMIE
1954.155. SCHOEFFEL, AMY
1956.157. SEFTON, BEAU C.
1958.159. SHARMA, RAJITA
1960.161. SIMMONS, LISA S.
1962.163. SINGER, ERIC L.
1964.165. SLOBODIEN, ANDREW
1966.167. SMITH, GREGORY M.
1968.169. SMOLENSKY, KIRSTEN
1970.171. SNYDER, MARTIN D.
1972.173. SOLOMON, AARON
1974.175. STEVENS, CYNTHIA B.
1976.177. STREET, R. JOHN
1978.179. THIES, RICHARD B.
1980.181. TOMCHEY, HOLLY L.
1982.183. TRAVIS, SHERRIE
1984.185. VAN VUREN, THERESA
1986.187. VOGTS, JAMES B.
1988.189. WAHLEN, EDWIN A.
1990.191. WHITE, CRAIG M.
1992.193. WOLF, NEIL G.
1994.195. YAGHMAI, MIKE M.
1996.197. YOUNG, JONATHAN

1897.98. KURFIRST, LEONARD S
1899.100. LAPORTE, MICHAEL R.
1901.102. LAZAR, DENISE A.
1903.104. LETCHINGER, JOHN
1905.106. LISIECKI, LUCY
1907.108. LORCH, KENNETH F.
1909.110. LUSK, MICHAEL
1911.112. MADONIA, JOSEPH F.
1913.114. MARTYN W. MOLYNEAUX
1915.116. MCATEE, MICHELLE
1917.118. MCCLUGGAGE, MICHAEL
1919.120. MCGARRY, ANNETTE
1921.122. MCGOVERN, JOHN E.
1923.124. MERSCH, ANGELA R.
1925.126. MIGDAL, SHELDON P.
1927.128. MILLER, MARK P.
1929.130. MITCHELL, NICHOLAS
1931.132. MURTISHI, RRAIM
1933.134. NEWTON, CARRIE
1935.136. NOCERA, NICOLE
1937.138. OLSON, SARAH L.
1939.140. OWENS, MARCIA K.
1941.142. PASCHKE, JOEL C.
1943.144. POKORNY, WILLIAM R
1945.146. PROCHNOW, DOUGLAS
1947.148. RING, THOMAS J.
1949.150. ROSENBLUM, MICHAEL F.
1951.152. ROTH, MICHAEL M.
1953.154. SCHEER, D. KEITH
1955.156. SCHULZ, FRED E.
1957.158. SEMENEK, SCOTT A.
1959.160. SHUFTAN, ROBERT L.
1961.162. SIMON, DAVID M.
1963.164. SKILKEN, MELISSA S.
1965.166. SMITH, DEREK C.
1967.168. SMITH, JOSHUA L.
1969.170. SNYDER, JAMES M.
1971.172. SNYDER, THOMAS H.
1973.174. STERN, CHARLES A.
1975.176. STRAUB, JENEE M
1977.178. SUGAR, BRYAN P.
1979.180. TOMARAS, PETER A.
1981.182. TOON, JASON M.
1983.184. VALLAS, DAVID P.
1985.186. VITULLO, LOUIS P.
1987.188. WAGNER, ROBERT.
1989.190. WEINSTEIN, DAVID L.
1991.192. WILDMAN, MAX
1993.194. WULFSTAT, ALLAN A.
1995.196. YAO, WAYNE
1997.198. ZAENGLE, EDWARD P

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

NON-DISCLOSURE AGREEMENTS, NON-COMPETE EMPLOYMENT AGREEMENTS, STRATEGIC ALLIANCES, LICENSEES, PATENT DISCLOSURES, OTHER CONTRACTS REQUIRING CONFIDENTIALITY

COMPANY	FULL NAME – NDA SIGNOR
1998.1. *ART.COM*	1999.2. JOHN HALLBERG
2000.3. ARTHUR ANDERSEN & COMPANY SC	2001.4. PARAAG K. MEHTA
2002.5. ARTHUR ANDERSEN & COMPANY SC	2003.
2004.7. ARTHUR ANDERSEN LLP	2005.8. MARK LAURENCE BERENBLUT
2006.9. ARTHUR J. GALLAGHER & CO	
2007.10. ARTIST DIRECT	2008.11. MARC GEIGER
2009.12. ARTIST DIRECT	2010.13. JONATHAN TROEN
2011.14. ARTISTS MANAGEMENT GROUP - AMG	2012.15. SCOTT MCGHEE
2013.16. ARVIDA/JMB PARTNERS, L.P.	2014.17. JUDD D. MALKIN
2015.18. ASSOCIATED GROUP, INC.	2016.19. DAVID J. BERKMAN
2017.20. ASSOCIATED GROUP, INC.	2018.21. BRENT GRAY
2019.22. ASSOCIATION FOR MANUFACTURING INVENTIONS, THE	2020.23. BONNIE GURNEY
2021.24. AT&T	2022.25. PATRICK SAINT-LAURENT
2023.26. AT&T	2024.27. ELIZABETH (LIBBY) BRENNAN
2025.28. AT&T CORP.	2026.29. JOSEPH SALENETRI CVE
2027.30. AT&T CORP.	2028.31. MICHAEL C. ARMSTRONG
2029.32. AT&T CORP.	2030.33. DAN PERRY
2031.34. AT&T SOLUTIONS JP MORGAN	2032.35. ANA C. PETERSON
2033.36. AT&T SOLUTIONS JP MORGAN	2034.37. L. SCOTT PERRY
2035.38. ATHLETESDIRECT	2036.39. JOSH HOLPZMAN
2037.40. ATLAS ENTERTAINMENT	2038.41. ALLEN SHAPIRO
2039.42. ATLAS, PEARLMAN, TROP & BORKSON, P.A.	2040.43. JONATHAN S. ROBBINS
2041.44. ATOM FILMS	2042.45. IRL NATHAN
2043.46. ATTORNEYS.COM	2044.47. BRENDA WEAVER
2045.48. AUCTION MANAGEMENT SOLUTIONS, INC.	2046.49. MARK KANE
2047.50. AUDAX MANAGEMENT COMPANY, LLC /AUDAX GROUP	2048.51. J. JEREMY HOGUE



CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
2049.52. AUDAX MANAGEMENT COMPANY, LLC /AUDAX GROUP	2050.53. SARAH LIPSCOMB
2051.54. AVALON INVESTMENTS INC.	2052.55. WILLIAM R. WOODWARD
2053.56. CALIFORNIA INVENTIONS VENTURES, LLC	2054.57. ALEXANDER SUH
2055.58. CAPITA TECHNOLOGIES	2056.59. IMELDA FORD
2057.60. CATTERTON PARTNERS	2058.61. ALBERT CHIANG
2059.62. CB CORPORATE FINANCE, INC.	2060.63. HANK POWELL
2061.64. CENTRACK INTERNATIONAL INCORPORATED	2062.65. JOHN J. LOFQUIST
2063.66. CHASE H&Q	2064.67. STEPHEN WILSON
2065.68. CHASE MANHATTAN PRIVATE BANK, N.A.	2066.69. MARK DALZIEL
2067.70. CHATFISH	2068.71. THOMAS TOLL
2069.72. CHG ALLIED, INC.	2070.73. LEE GERBER
2071.74. CHRIS P. B.	2072.75. CHRIS P. B.
2073.76. CHRYSALIS VENTURES	2074.77. J. DAVID GRISSOM
2075.78. CIBC WORLD MARKETS / OPPENHEIMER	2076.79. BEN DOWNS
2077.80. CIBC WORLD MARKETS / OPPENHEIMER	2078.81. PAUL ROGERS
2079.82. CINAX DESIGNS INC.	2080.83. ERIC CAMIRAND
2081.84. CINEMANOW, INC.	2082.85. CURT MARVIS
2083.86. CINEMANOW, INC.	2084.87. ERIC STEIN
2085.88. CINEMANOW, INC.	2086.89. BRUCE DAVID EISEN
2087.90. CIRCOR CONNECTIONS	2088.91. ALAN GLASS
2089.92. CITRIX SYSTEMS, INC.	2090.93. EDWARD E. IACOBUCCI
2091.94. CLEARVIEW NETWORKS	2092.95. AIDAN P. FOLEY
2093.96. CLEARVIEW NETWORKS, INC.	2094.97. KOICHI YANAGA
2095.98. CLEARVIEW NETWORKS, INC.	2096.99. WAI MAN VONG
2097.100. CLEARVIEW NETWORKS, INC.	2098.101. NAK PHAINGDY
2099.102. COBRIN GITTES & SAMUEL	2100.103. RAYMOND JOAO
2101.104. COLUMBIA TRISTAR MOTION PICTURE GROUP A SONY PICTURES ENTERTAINMENT COMPANY	2102.105. JAMES L. HONORÉ
2103.106. COMCAST	2104.107. STEVEN M. HEEB
2105.108. COMMONWEALTH ASSOCIATES LP	2106.109. INDER TALLUR
2107.110. COMMUNICATIONS EQUITY ASSOCIATES	2108.111. BRYAN CRINO
2109.112. COMMUNICATIONS EQUITY ASSOCIATES	2110.113. THOMAS J. MACCRORY



CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
2111.114. COMPAQ COMPUTERS - ECOMMERCE	2112.115. JOE KAPP
2113.116. CONCORD CAMERA CORP.	2114.117. IRA B. LAMPERT
2115.118. CONCORD CAMERA CORP.	2116.119. JOEL GOLD
2117.120. CONVERGENT COMPANIES, INC.	2118.121. GREG BROGGER
2119.122. COVI STUDIOS	2120.123. PLAMEN
2121.124. COX INTERACTIVE MEDIA, INC.	2122.125. LOUIS M. SUPOWITZ
2123.126. CREATIVE ARTISTS AGENCY	2124.127. ERROL GERSON
2125.128. CREATIVE ARTISTS AGENCY, INC.	2126.129. JOSH POLLACK
2127.130. DOCUMENTATION SERVICES INTERNATIONAL, INC.	2128.131. CARL LUCCHI
2129.132. DONALDSON, LUFTKIN & JENERRETE	2130.133. BEN DUROSA
2131.134. DONALDSON, LUFTKIN & JENERRETE	2132.135. MITCH LESTER
2133.136. DOYLE OCCUPATIONAL HEALTH AND TRAINING	2134.137. JASON SPEAKS
2135.138. DRAFT WORLDWIDE	2136.139. HOWARD DRAFT
2137.140. DRAKE ALEXANDER & ASSOCIATES, INC.	2138.141. JEFF MORRIS
2139.142. DRAKE ALEXANDER ASSOCIATES, INC.	2140.143. ANTHONY D'AMATO
2141.144. DREAMCASTLE/KERRY GORDY ENTERPRISES	2142.145. KERRY GORDY
2143.146. DREIER & BARITZ LLP	2144.147. RAYMOND A. JOAO
2145.148. DVD PATENT POOL	2146.149. KENNETH RUBENSTEIN
2147.150. E- MOD.COM, INC. (EDUCATIONAL MEDIA ON DEMAND)	2148.151. ROBERT DUNLAP
2149.152. E OFFERING CORP	2150.153. ROBERT D. LONG
2151.154. E OFFERING CORPORATION	2152.155. ROBERT D. LOWE
2153.156. EARTHLINK NETWORK, INC.	2154.157. KEVIN M. O'DONNELL
2155.158. EARTHLINK NETWORK, INC.	2156.159. SKY DYLAN DAYTON
2157.160. EASTMAN KODAK COMPANY	2158.161. TOM BERARDUCCI
2159.162. EASTMAN KODAK COMPANY/DIGITAL & APPLIED IMAGING	2160.163. PHILIP GERSKOVICH
2161.164. EASTWEST VENTUREGROUP	2162.165. PAUL NADEL
2163.166. ECARE SOULTIONS, INC.	2164.167. RONALD W. MILLS, SR.
2165.168. ECH CONSULTING	2166.169. EDMUND CHAVEZ
2167.170. ECLIPSYS CORPORATION	2168.171. HARVEY J. WILSON
2169.172. ECLIPSYS/HEALTHVISIO	2170.173. STEPHANIE MASSENGILL

COMPANY	FULL NAME – NDA SIGNOR
N, INC.	
2171.174. EDNET, INC.	2172.175. RANDY SELMAN
2173.176. EMERALD CAPITAL PARTNERS, INC.	2174.177. ERIC M. CHEN
2175.178. EMERALD CAPITAL PARTNERS, INC.	2176.179. MAURICE BUCHSBAUM
2177.180. ENRON BROADBAND SERVICES	2178.181. SILVIA VEITIA
2179.182. FRAN VEST, A DIVISION OF SHEPARD COMPANIES	2180.183. LARRY PETTIT
2181.184. FURR & COHEN P. A.	2182.185. BRADLEY (BRAD) S.SHRAIBERG, ESQ.
2183.	2184.186. BILL GERBER
2185.187. GARG DATA INTERNATIONAL	2186.188. SUSHIL GARG
2187.189. GATEWAY, INC.	2188.190. ROBERT "ROB" MARQUSEE
2189.191. GDI	*2190.192. ROBERT L. WEIL*
2191.193. GDI	2192.194. DONALD G. KANE II
2193.195. GEAR MAGAZINE	2194.196. ROBERT GUCCIONE
2195.197. GEAR MAGAZINE	2196.198. NAOMI MIDDELMAN
2197.199. GENESIS VENTURES, LLC	2198.200. STEVEN T. JOANIS
2199.201. GERICO STATE CAPITAL	2200.
2201.202. GETTY IMAGES, INC.	2202.203. JOHN GONZALEZ
2203.204. GETTY IMAGES, INC. - ART.COM	2204.205. BILL LEDERER
2205.206. GLOBAL CROSSING, LTD./PACIFIC CAPITAL GROUP	2206.207. GARY WINNICK
2207.208. GOLDEN SHADOW PICTURES	2208.209. JON JACOBS
2209.210. GOLDMAN SACHS GROUP, INC.	2210.211. JEFFREY & SHELDON FRIEDSTEIN
2211.212. GOLDMAN SACHS GROUP, INC.	2212.213. DONALD G. KANE II
2213.214. GOLDSTEIN LEWIN	2214.215. JENNIFER LEWIN
2215.216. GOLDSTEIN LEWIN & CO.	2216.217. GERALD R. LEWIN
2217.218. GOLDSTEIN LEWIN & COMPANY	2218.219. ERIKA LEWIN
2219.220. GOTTLIEB, RACKMAN & REISMAN, P.C.	2220.221. MICHAEL I. RACKMAN
2221.222. GRANITE VENTURES	2222.223. BORG ADAMS
2223.224. GREAT EXPECTATIONS	2224.225. LEVINE, MICHAEL
2225.226. GREG MANNING AUCTIONS	2226.227. GREG MANNING
2227.228. GRINBERG WORLDWIDE IMAGES	2228.229. GABRIELLE BRENNER
2229.230. GRUNTAL & COMPANY	2230.231. LEO ABBE
2231.232. GRUNTAL & COMPANY	2232.233. JEFFREY BERMAN
2233.234. GRUNTAL & COMPANY	2234.235. RICHARD L. SERRANO
2235.236. GRUNTAL & COMPANY	2236.237. WILLIAM J. GRAMAS

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

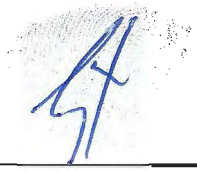
COMPANY	FULL NAME – NDA SIGNOR
2237.238. GRUNTAL & COMPANY	2238.239. MITCHELL WELSCH
2239.240. GULFSTREAM CAPITAL GROUP, L.C.	2240.241. HARVEY KAYE
2241.	2242.242. KADIE LIBESCH
2243.243. H.I.G. CAPITAL	2244.244. JACQUELINE ROSALES
2245.245. HACHETTE FILIPACCHI MEDIA	2246.246. GERALD DE ROQUEMAUREL
2247.247. I VIEW IT	2248.248. KEVIN J. LOCKWOOD
2249.249. I VIEW IT	2250.250. SIMON L. BERNSTEIN
2251.251. I VIEW IT	2252.252. WILLIAM R. KASSER
2253.253. I VIEW IT	2254.254. PAUL W. MELNYCHUCK
2255.255. I VIEW IT	
2256.257. I VIEW IT	
2257.259. IBEAM	2258.260. CHRIS PAPPAS
2259.261. IBEAM BROADCASTING, INC.	2260.262. MARTIN A. CAMI
2261.263. ICEBOX.COM	2262.264. BRAD FELDMAN
2263.265. IDEAL CONDITIONS	2264.266. IRV YACHT
2265.267. IFILM.COM	2266.268. JESSE JACOBS
2267.269. IFX CORPORATION	2268.270. JOEL M. EIDELSTEIN
2269.271. IIGROUP, INC.	2270.272. BRUCE HAUSMAN
2271.273. IIGROUP, INC.	2272.274. NEIL SWARTZ
2273.275. INDUSTRY ENTERTAINMENT	2274.276. LYNWOOD SPINKS
2275.277. INFINITE LOGIC MANAGEMENT, LLC	2276.278. JOSH EIKOV
2277.279. INTEGIC	2278.280. WILLIAM M. SENICH
2279.281. INTEL	2280.282. LARRY PALLEY
2281.283. INTER@CTIVATE, INC.	2282.284. PETER FELDMAN
2283.285. INTERACTIVE TELECOM NETWORK, INC	2284.286. BRAD WEBER
2285.287. INTERNATIONAL NETWORK GROUP	2286.288. JOHN REYNOLDS
2287.289. INTERNET INVESTMENT BANKING SERVICES	2288.290. RICHARD HOLMAN
2289.291. INTERNETTRAIN	2290.292. WALTER MEREMIANIN
2291.293. *INTERNETTRAIN*	2292.294. *NICHOLAS MEREMIANIN*
2293.295. INTERPACKET GROUP	2294.296. BRETT MESSING
2295.297. IVIEWIT	2296.298. SCOTT MURPHY
2297.299. IVIEWIT	2298.300. LINDA SHERWIN
2299.301. IVIEWIT	2300.302. REDJEM BOUHENGUEL
2301.303. IVIEWIT	2302.304. DIANA ISRAEL
2303.305. IVIEWIT	2304.306. COURTNEY JURCAK
2305.307. IVIEWIT	2306.308. LOUISE TOVATT
2307.309. IVIEWIT	2308.310. RAYMOND T. HERSH
2309.311. MILWAUKEE SCHOOL OF ENGINEERING	2310.312. DR. CHRISTOPHER TAYLOR



CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
2311.313. IVIEWIT	2312.314. JENNIFER A. KLUGE
2313.315. IVIEWIT	2314.316. MARTHA MANTECON
2315.317. IVIEWIT	2316.318. ROSS MILLER
2317.319. IVIEWIT	2318.
2319.321. IVIEWIT	2320.322. STEVE L. SKLAR
2321.323. IVIEWIT	2322.324. BLAZE BENHAM
2323.325. IVIEWIT	2324.326. JACK P. SCANLAN
	2325.327. PETER S. LEE
2326.328. IVIEWIT	2327.329. LAWRENCE ALLAN MONDRAGON
2328.330. IVIEWIT	2329.331. VINCE BANK
2330.332. IVIEWIT	2331.333. VASILY ZOLOTOV
2332.334. IZ.COM INCORPORATED/VISION ART MANAGEMENT	2333.335. SCOTT SCHWARTZ
2334.336. J. H. WHITNEY & CO.	2335.337. PETER J. HUFF
2336.338. MEDIOL.COM	2337.339. ERIC CHEN
2338.340. MEGASYSTEMS, INC.	2339.341. HILARY A. GRINKER
2340.342. METRO GOLDWYN MAYER	2341.343. DAVID RONDAN
2342.344. METRO GOLDWYN MAYER	2343.345. MEGAN CRAWFORD
2344.346. MEVC.COM, INC.	2345.347. JOHN GRILLOS
2346.348. MIND ARROW SYSTEMS/INTERNATIONAL NETWORK GROUP	2347.349. TOM BLAKELEY
2348.350. MONARCH VENTURES	2349.351. ROBERT P. GUYTON, JR.
2350.352. MONARCH VENTURES	2351.353. KATY FALAKSHAHI, PH.D.
2352.354. MORGAN CREEK COMPANIES	2353.355. JAMES G. ROBINSON
2354.356. MOTION POINT	2355.357. WILL FLEMING
2356.358. MOTOROLA/GENERAL INSTRUMENT CORPORATION	2357.359. LOU MASTROCOLA
2358.360. MOVIEFLY	
2359.361. MPINET	2360.362. DUANE BARNES
2361.363. MTVI GROUP	2362.364. GENNADIY BORISOV
2363.365. MUSICBANK	2364.366. DON ROSENFELD
2365.367. MUSICBANK, INCORPORATED	2366.368. PIERCE LEDBETTER
2367.369. MYCFO INC.	
2368.371. MYCITY.COM	2369.372. WOLF SHLAGMAN
2370.373. NANCY ROSE & ASSOCIATES	2371.374. NANCY Y. ROSE
2372.375. NATIONAL ASSOCIATION OF MEDIA INVENTIONS CENTERS(NAMTC)	2373.376. JON WIBBELS
2374.377. NCR	2375.378. KATHLEEN HOFFER



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CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
2376.379. NEC	2377.380. LARRY MCCAIN
2378.381. NETCUBATOR	2379.382. GEMAL SEEDE
2380.383. NEURON BROADCASTING TECHNOLOGIES	2381.384. RONALD CROPPER
2382.385. NOMAD FILM PROJECT, THE	2383.386. JENS JOHANSEN
2384.387. NY ARCHDIOCESE	2385.388. MIKE LAVERY
2386.389. OASIS OUTSOURCING, INC.	2387.390. DAVE BROWN
2388.391. OCEAN DRIVE MAGAZINE	2389.392. MARC ABRAMS
2390.393. ON2.COM INC.	2391.394. DAN MILLER
2392.395. ON2.COM INC.	2393.396. STRAUSS ZELNICK
2394.397. ONE LIBERTY VENTURES	2395.398. DUNCAN MCCALLUM
2396.399. ONLOAN	2397.400. RICHARD POLUMBO
2398.401. ONLOAN	2399.402. BARNEY DANZANSKY
2400.403. ONVISION TECHNOLOGIES	2401.404. RICHARD E. BENNETT
2402.405. ONVISION TECHNOLOGIES	2403.406. WILLIAM SWARTZ
2404.407. OPENGRAPHICS CORPORATION	2405.408. STEVE SUTHERLAND
2406.409. OPPENHEIMERFUNDS	2407.410. AL NAGARAJ
2408.411. PACIFIC CAPITAL GROUP, INC.	2409.412. ROBERT WEBSTER
2410.413. PACIFIC CAPITAL GROUP, INC.	2411.414. GREGG W. RITCHIE
2412.415. PACKET VIDEO CORP	2413.416. JIM CAROL
2414.417. PAINE WEBBER GROUP INC.	2415.418. MARTIN D. MAGIDA
2416.419. PAINE WEBBER GROUP INC	2417.420. PETER ZURKOW
2418.421. PAINE WEBBER GROUP INC.	2419.422. FRANK DRAZKA
2420.423. PARAMOUNT PICTURES	2421.424. ROBERT G. FRIEDMAN
2422.425. PARATECH RESOURCES INC.	2423.426. STUART BELLOFF
2424.429. PAUL C. HEESCHEN *CONSULTING*	2425.430. PAUL C. HEESCHEN
2426.431. PAUL C. PERSHES	2427.432. PAUL C. PERSHES
2428.433. PAUL C. REISCHE	2429.434. PAUL C. REISCHE
2430.435. PAYFORVIEW.COM	2431.436. DAN SCOTT
2432.437. PEPPER HAMILTON LLP	2433.438. STEVE FEDER
2434.439. PEQUOT CAPITAL MANAGEMENT, INC.	2435.440. JAMES P. MCNIEL
2436.441. RAYMOND JAMES & ASSOCIATES	2437.442. MICHAEL KRALL
2438.443. RAYMOND JAMES & ASSOCIATES	2439.444. REUBEN JOHNSON
2440.445. RAYMOND JAMES & ASSOCIATES	2441.446. BO GODBOLD

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
2442.447. RAYMOND JAMES & ASSOCIATES	2443.448. PHIL LEIGH
2444.449. RAYMOND JAMES & ASSOCIATES, INC.	2445.450. DR. ROBERT D. DRESSLER-SC.
2446.451. RAZORFISH, INC.	2447.452. JOHN SCAPPATURA
2448.453. REAL 3D®, INC./INTEL SGI & LOCKHEED	2449.454. ROSALIE BIBONA
2450.455. REAL 3D®, INC./INTEL SGI & LOCKHEED	2451.456. STEVE COCHRAN
2452.457. REAL 3D®, INC./INTEL SGI & LOCKHEED	2453.458. TIM CONNOLLY
2454.459. REAL 3D®, INC./INTEL SGI & LOCKHEED	2455.460. GERALD W. STANLEY
2456.461. REAL 3D®, INC./INTEL SGI & LOCKHEED	2457.462. DAVID BOLTON
2458.465. REALCAST	2459.466. STEVEN KIMMEL
2460.467. REALNETWORKS INC.	2461.468. BRANT WILLIAMS
2462.469. REALSELECT, INC.	2463.470. JONATHAN GREENBLATT
2464.471. RED DOT NET	2465.472. THOMAS A. SZABO
2466.473. RED LEAF VENTURE CAPITAL	2467.474. LYNDA KEELER
2468.475. REDPOINT VENTURES/BRENTWOOD VENTURES	2469.476. G. BRADFORD JONES
2470.477. REDPOINT VENTURES/BRENTWOOD VENTURES	2471.478. GREG MARTIN
2472.479. REEF®	2473.480. PHILIPPE BRAWERMAN
2474.481. REGENESIS HOLDINGS INC.	2475.482. MITCHELL B. SANDLER
2476.483. REVOLUTION VENTURES	2477.484. JASON JORDAN
2478.485. RIPP ENTERTAINMENT *GROUP*	2479.486. ARTIE RIPP
2480.487. ROBERT M. CHIN	2481.488. ROBERT M. CHIN
2482.489. SHARP	2483.490. GEORGE O. ROBERTS, JR.
2484.491. SHELTER VENTURES	2485.492. ART BILGER
2486.493. SHELTER VENTURES	2487.494. KEVIN WALL
2488.495. SHIRO F. SHIRAGA	2489.496. SHIRO F. SHIRAGA
2490.497. SIAR CAPITAL	2491.498. PHIL ANDERSON
2492.499. SIGHTSOUND TECHNOLOGIES	2493.500. SCOTT SANDER
2494.501. SIGNCAST	2495.502. KEVIN BERG
2496.503. SILVER LINING PRODUCTIONS	2497.504. LINDA K. HALPERT
2498.505. SILVER YOUNG FUND	2499.506. LAWRENCE SILVER
2500.507. SILVER YOUNG FUND	2501.508. ALAN YOUNG
2502.509. SITESNET.COM	2503.510. CONRAD VERNON
2504.511. SMARTSPEED	2505.512. AL WOODRUFF
2506.513. SOLIDWORKS CORPORATION	2507.514. JON K. HIRSCHTICK
2508.515. SOLOMON SMITH	2509.516. MICHAEL GUYTAN



CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
BARNEY	
2510.517. SOLOMON SMITH BARNEY	2511.518. MICHAEL CHRISTENSON
2512.519. SONY PICTURES DIGITAL ENTERTAINMENT	2513.520. DOUGLAS CHEY
2514.521. SONY PICTURES DIGITAL ENTERTAINMENT	2515.522. CORII BERG
2516.523. SOTHEBY'S HOLDINGS, INC.	2517.524. A. ALFRED TAUBMAN
2518.525. SOUTHEAST INTERACTIVE	2519.526. DAVID C. BLIVIN
2520.527. SOUTHEAST RESEARCH PARTNERS/RYAN BECK	2521.528. PETER ENDERLAN
2522.529. SPORTSCHANNEL FLORIDA, INC.	2523.530. ROD MICKLER
2524.531. SPORTSLINE USA, INC.	2525.532. GREG LEWIS
2526.533. SPORTSLINE USA, INC.	2527.534. MICHAEL LEVY
2528.535. SPRING COMMUNICATIONS, INC.	2529.536. JOHN RUBEY
2530.537. SPROUT GROUP	2531.538. BEN DEROSA
2532.539. SRO CONSULTANTS/MICROSOFT	2533.540. MIKE MCGINLEY
2534.	2535.541. RICHARD CHWATT
2536.542. STAMPFINDER.COM	2537.543. RICHARD LEHMAN
	2538.544. STEVEN J. PEREGE
2539.545. STREAMCENTER.COM	
2540.546. STREAMING EYE MEDIA	
2541.547. STREAMING SOLUTIONS INC.	2542.548. JIM ERIKSON
2543.549. STREAMINGMEDIA.COM	2544.550. RICHARD BOWSHER
2545.551. SUPERSCAPE INC.	2546.552. STEVE TIMMERMAN
2547.553. SUPERSCAPE INC.	2548.554. JOHN KING
2549.555. SWISS LIFE COMPANIES	2550.
2551.556. SY PARTNERS	2552.557. LAWRENCE M. SILVER
2553.558. SYLVAN VENTURES	2554.559. BRETT FORMAN
2555.560. TALISMAN GROUP	2556.561. LAWRENCE TALISMAN
2557.562. VERTEX GROUP, INC.	2558.563. ROBERT ZELINKA
2559.564. VERTICALNET	2560.565. DEAN SIVLEY
2561.566. VIACOM ENTERTAINMENT GROUP	2562.567. THOMAS B. MCGRATH
2563.568. VIANT	2564.569. BRIAN SPAULDING
2565.570. VIDEO ON DEMAND NETWORK	2566.571. RONALD J. OBSGARTEN
2567.572. VIDYAH, LLC	2568.573. NOAH E. HOCKMAN
2569.574. VIEWPOINT	2570.575. ROBERT RICE
2571.576. VIRAGE, INC.	2572.577. CHRIS TORKELSON
2573.578. VIRTUAL IMPACT PRODUCTIONS, INC.	2574.579. MICHELLE L. ROBINSON
2575.580. VIRTUAL WORLD FILMS	2576.581. DAVID A. BERGEN



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COMPANY	FULL NAME – NDA SIGNOR
2577.582. VISIONEER	2578.583. MURRAY DENNIS
2579.584. VISUAL DATA CORPORATION	2580.585. ALAN M. SAPERSTEIN
2581.586. VISUAL DATA CORPORATION	2582.587. RANDY S. SELMAN
2583.588. VISUAL DATA CORPORATION	2584.589. TERENCE LEE
2585.590. VISUAL DATA CORPORATION	2586.591. TERRENCE LEE
2587.592. VODUSA	2588.593. SCOTT MARQUARDT
2589.594. VULCAN VENTURES AND OUR WORLD LIVE	2590.595. DAVID J. COLTER
2591.596. WACHENHUT RESOURCES, INC.	2592.597. MICHAEL A. VIOLA
2593.598. WACHOVIA BANK	2594.599. JOE S. LEE
2595.600. WACHOVIA SECURITIES, INC.	2596.601. CLAIRE J. WIGGILL
2597.602. WACHOVIA SECURITIES, INC.	2598.603. DAVID A. BUCHSBAUM
2599.604. WACHOVIA SECURITIES, INC.	2600.605. SCOTT BOWMAN
2601.606. WACHOVIA SECURITIES, INC.	2602.607. JOHN D. DEERING
2603.608. WALT DISNEY COMPANY, THE	2604.609. CHRIS PULA
2605.610. WARBURG PINCUS	2606.611. ROGER HARRIS
2607.612. WARNER BROS.	2608.613. DAVID J. COLTER
2609.614. WARNER BROS. ONLINE	2610.615. RAY CALDITO
2611.616. WARNER BROS. ONLINE	2612.617. CAROLYN WESSLING
2613.618. WATERVIEW PARTNERS	2614.619. FRANK J. BIONDI, JR.
2615.620. WATERVIEW PARTNERS	2616.621. KIMBERLY CHU
2617.622. WEAVE INNOVATIONS	2618.623. MOFE STALLINGS
2619.624. WEBCASTS.COM	*2620.625. SCOTT KLOSOSKY*
2621.626. WEISS, PECK & GREER VENTURE PARTNERS	2622.627. RAJ MEHRA
2623.628. WHERETOLIVE.COM, INC.	2624.629. BRIAN G. UTLEY
	2625.630. KAREN CHASTAIN
	2626.631. MILDRED COLON
	2627.632. HOWARD GUGGENHEIM
	2628.633. MITCHELL WOLF
	2629.634. N. BELOFF
	2630.635. STUART ROSOW
	2631.636. ED RISTAINO
	2632.637. ROB ZEIGEN
	2633.638. JAMIE LINEBERGER
2634.639. ABN-AMRO PRIVATE EQUITY	*2635.640. DANIEL FOREMAN*
2636.641. AEC	
2637.642. AMERICAN FUNDS	2638.643. MARC KLEE

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
ADVISORS	
2639.644. ARTHUR ANDERSEN LLP	2640.645. BRIAN L. FOX
2641.646. ARTHUR J. GALLAGHER & CO	2642.647. ARTHUR J. GALLAGHER
2643.648. ATLAS, PEARLMAN, TROP & BORKSON, P.A.	2644.649. JONATHAN S. ROBBINS
2645.650. ATTORNEY	2646.651. ROD BELL
2647.652. BEAR STEARNS	2648.653. ED RIMLAND
2649.654. C/O MICROWAVE SATELLITE INVENTIONS	2650.655. FRANK MATARAZO
2651.656. C/O THE CARLYLE GROUP	2652.657. LEE PURCELL
2653.658. CHASE MANHATTAN PRIVATE BANK, N.A.	2654.659. MARK DALZIEL
2655.660. CIBC WORLD MARKETS OPPENHEIMER	2656.661. PAUL ROGERS
2657.662. CINEMANOW, INC.	2658.663. BRUCE DAVID EISEN
2659.664. CINEMANOW, INC.	2660.665. BRUCE DAVID EISEN
2661.666. COMPAQ COMPUTERS – ECOMMERCE	2662.667. JOE KAPP
2663.668. CONVERGENT COMPANIES, INC.	2664.669. GREG BROGGER
2665.670. CYBER-CARE INC	2666.671. PAUL PERCHES
2667.672. CYBERWORLD INTERNATIONAL CORPORATION	2668.673. KEITH SAEZ
2669.674. DEUTSCHE BANC ALEX. BROWN	2670.675. KEVIN CORY
2671.676. DEUTSCHE TELEKOM, INC.	2672.677. MICHAEL R. FOX
2673.678. DEUTSCHE TELEKOM, INC.	2674.679. DONALD J. HASSENBEIN
2675.680. DIGITAL EDITING SOLUTIONS	2676.681. MARKINSON BRETT
2677.682. DIGITAL ISLAND	2678.683. CLIVE WHITTAKER
2679.684. DISNEY INTERACTIVE	2680.685. GUIOMAR ALVAREZ
2681.686. DLC NATIONAL	2682.687. MICHAEL HASPEL
2683.688. DONALDSON, LUFTKIN & JENERRETE	2684.689. MITCH LESTER
2685.690. E OFFERING CORP	2686.691. ROBERT D. LONG
2687.692. ECLIPSYS CORPORATION	2688.693. HARVEY J. WILSON
2689.694. ECLIPSYS CORPORATION	2690.695. HARVEY J. WILSON
2691.696. ERNST & YOUNG	
2692.698. ESSEX INVESTMENT MANAGEMENT COMPANY, LLC	2693.699. STICKELLS, SUSAN P.
2694.700. EXECUTIVE CONSULTING & MANAGEMENT	2695.701. BARRY AHRON
2696.702. FIRST UNION SECURITES	2697.703. WAYNE HUNTER
2698.704. FIRST UNION/WHEAT	2699.705. LEE WILLET

CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

COMPANY	FULL NAME – NDA SIGNOR
2700.706. GERICO STATE CAPITAL	
2701.707. GULFSTREAM CAPITAL GROUP, L.C.	2702.708. HARVEY KAYE
2703.709. HEADWAY CORPORATE RESOURCES, INC.	2704.710. GARY S. GOLDSTEIN
2705.711. HEALTH VISION (ECLIPSYS)	2706.712. IRENE HUNTER
2707.713. HOAK CAPITAL CORPORATION	2708.714. HALE HOAK
2709.715. HRONE	2710.716. GARY BROWN
2711.717. HUIZENGA HOLDINGS INCORPORATED	2712.718. CRIS V. BRANDEN
2713.719. HUIZENGA HOLDINGS INCORPORATED	2714.720. ERIC SIMS
2715.721. HUIZENGA HOLDINGS, INC.	2716.722. ROBERT J. HENNINGER
2717.723. HUIZENGA HOLDINGS, INC.	2718.724. H. WAYNE HUIZENGA JR.
2719.725. HUIZENGA HOLDINGS, INC.	2720.726. RICHARD PALUMBO
2721.727. INTERNET INVESTMENT BANKING SERVICES	2722.728. RICHARD HOLMAN
2723.729. INTERNETTRAIN	2724.730. WALTER MEREMIANIN
2725.731. INTERNETTRAIN	2726.732. NICHOLAS MEREMIANIN
2727.733. INVESTECH	2728.734. H. WAYNE HUIZENGA JR.
2729.735. J. H. WHITNEY & CO.	2730.736. KEVIN CURLEY
2731.737. JW SELIGMAN	2732.738. STORM BOSWICK
2733.739. JW SELIGMAN	2734.740. CHRIS BOOVA
2735.741. LANCORE REALTY, INC.	2736.742. TIMOTHY VALLANCE
2737.743. YORK TELECOM	2738.744. YORK WANG
	2739.745. JEAN SPENCE
	2740.746. *LILIANA & NAIOMI GOMEZ*
	2741.747. MATT ROSEN
	2742.748. ALLAN APPLESTEIN
	2743.749. CHRIS CONKLIN
	2744.750. IRA BOGNER
	2745.751. IVAN TABACK
	2746.752. WAYNE E. LEGUM
	2747.753. RAND ELLER
	2748.754. JEAN SPENCE
	2749.755. PETER M. NALLEY
	2750.756. PETER CALIN
	2751.757. PETER M. NALLER
	2752.758. RICHARD KESNER
	2753.759. LILIANA & NAIOMI GOMEZ
	2754.760. CHRISTIAN IANTONI
	2755.761. DANIEL A. STAUBER
	2756.762. MR. DOLLINGER

COMPANY	FULL NAME – NDA SIGNOR
	2757.763. ALLAN APPLESTEIN
	2758.764. STEVE JACOBS
	2759.765. THOMAS HANKINS
	2760.766. RHYS RYAN
2761.767. MICROSOFT CORPORATION	2762.768. DANIEL SOKOLOFF, MIKE MCGINLEY, WILL POOLE

2763. MPEGLA, LLC.

2764.1. A&R CAMBRIDGE LIMITED
2765.2. AAV AUSTRALIA PTY LTD
2766.3. ACCESS MEDIA S.P.A.
2767.4. ACTION ASIA LIMITED
2768.5. ACTION DUPLICATION INC.
2769.6. ACTION ELECTRONICS CO., LTD.
2770.7. ACTION INDUSTRIES (M) SDN. BHD.
2771.8. ADCOCOM GMBH
ACOUSTIC SYSTEMS, INC.
2772.9. ADDONICS TECHNOLOGIES, INC.
2773.10. ADI CORPORATION
2774.11. ADSPACE NETWORKS, INC.
2775.12. AEON DIGITAL CORP
2776.13. AEROFLEX LINTEK, INC.
2777.14. AGILETV CORPORATION
2778.15. AHEAD SOFTWARE AG
2779.16. AHEAD SOFTWARE INCORPORATED
2780.17. AIRSHOW, INC.
2781.18. AIWA CO., LTD.
2782.19. ALCATEL
2783.20. ALCO DIGITAL DEVICES LIMITED
2784.21. ALCORN MCBRIDE, INC.
2785.22. ALIENWARE CORPORATION
2786.23. ALIENWARE LIMITED
2787.24. ALPINE ELECTRONICS, INC.
2788.25. AMLOGIC, INC.
2789.26. AMNIS SYSTEMS INC.
2790.27. AMPHION SEMICONDUCTOR (ASIA) LIMITED
2791.28. AMPHION SEMICONDUCTOR INC.
2792.29. AMPHION SEMICONDUCTOR LIMITED
2793.30. AMSTRAD PLC
2794.31. AMX
2795.32. ANALYTOTAL LTD.
2796.33. AOL TIME WARNER INC.
2797.34. APIM INFORMATIQUE S.A.R.L.
2798.35. APLUS TECHNICS CO., LTD.
2799.36. APOLLO ELECTRONICS GROUP LIMITED
2800.641 APPLE COMPUTER, INC.
2801.37. ARIMA COMPUTER CORP.
2802.38. ASC AUDIO VIDEO CORPORATION
2803.39. ASE TECHNOLOGIES, INC.
2804.40. ASTRODESIGN, INC.
2805.41. ATL ELECTRONICS (M) SDN. BHD.
2806.42. ATL HONG KONG LIMITED
2807.43. ATLM TAIWAN INC.
2808.44. AUDIOVOX ELECTRONICS CORPORATION
2809.45. AUTODESK, INC.
2810.46. AXIS COMMUNICATIONS AB
2811.47. B.H.A. CORPORATION
2812.48. B.U.G., INC.
2813.49. BANG & OLUFSEN A/S
2814.50. BASHAW, SEAN
2815.51. BEAUTIFUL ENTERPRISE CO., LTD
2816.52. BENNARTS

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2817.53. BILLIONTON SYSTEMS INC.

2818.54. BITCTRL SYSTEMS GMBH

2819.55. BLONDER TONGUE LABORATORIES, INC.

2820.56. BOSE CORPORATION

2821.57. BROADCAST SPORTS INC.

2822.58. BROADCAST TECHNOLOGY LIMITED

2823.59. BUFFALO INC.

2824.60. BUSINESS AS SONIC FOUNDRY MEDIA SERVICES

2825.61. CANON INC.

2826.62. CASIO COMPUTER CO., LTD.

2827.63. C-CUBE MICROSYSTEMS, INC.

2828.64. CD LINJA, DIGITAL COMMUNICATION MEDIA OY

2829.65. CELLSTACK SYSTEMS LTD

2830.66. CENDYNE, INC.

2831.67. CEQUADRAT (USA), INC.

2832.68. CGI VERWALTUNGSGESELLSCHAFT MBH CHEERTEK INC.

2833.69. CHUMIECKI, TOMASZ J.

2834.70. CINE MAGNETICS VIDEO & DIGITAL LABORATORIES

2835.71. CINEFORM, INC.

2836.72. CINRAM FRANCE, S.A.

2837.73. CINRAM INC.

2838.74. CINRAM INTERNATIONAL INC.

2839.75. CINRAM LATINOAMERICANA S.A. DE C.V.

2840.76. CINRAM NEDERLAND B.V.

2841.77. CINRAM OPTICAL DISCS, S.A.

2842.78. CINRAM U.K. LTD.

2843.79. CIRRUS LOGIC INC.

2844.80. CIS TECHNOLOGY INC.

2845.81. CISCO AUSTRALIA

2846.82. CISCO CANADA

2847.83. CISCO JAPAN

2848.84. CISCO SYSTEMS BV AND CISCO SYSTEMS CAPITAL BV

2849.85. CISCO SYSTEMS CAPITAL

2850.86. CISCO SYSTEMS, INC.

2851.87. CLARION CO., LTD.

2852.88. CODEX NOVUS, INC.

2853.89. COLUMBIA DIGITAL MEDIA, INC.

2854.90. COMPAQ COMPUTER CORPORATION

2855.91. COMPUTATIONAL ENGINEERING INTERNATIONAL

2856.92. COMPUTER MODULES, INC.

2857.93. CORNET TECHNOLOGY, INC.

2858.94. COULL LIMITED

2859.95. CUSTOM TECHNOLOGY CORPORATION

2860.96. CYBERLINK CORP.

2861.97. CYRUS ELECTRONICS LTD.

2862.98. D&M HOLDINGS, INC.

2863.99. D+P GMBH

2864.100. DAEWOO ELECTRONICS CORPORATION

2865.101. DAI HWA INDUSTRIAL CO., LTD.

2866.102. DARIM VISION CO.

2867.**103. DATA BECKER GMBH & CO. KG DATATON UTVECKLINGS AB**

2868.**104. DCM DANMARK, DIGITAL COMMUNICATION MEDIA APS**

2869.**105. DCM SWEDEN, DIGITAL COMMUNICATION MEDIA AB**

2870.**106. DCM TRIDATA, DIGITAL COMMUNICATION MEDIA AB**

2871.**107. DEFINITION CONSULTANTS LTD.**

2872.**108. DELCO ELECTRONICS CORPORATION**

2873.**109. DELL PRODUCTS, L.P.**

2874.**110. DENON ELECTRONIC GMBH**

2875.**111. DENON, LTD.**

2876.**112. DIGATRON INDUSTRIE-ELEKTRONIK GMBH**

2877.**113. DIGION, INC.**

2878.**114. DIGITAL AUDIO DISC CORPORATION**

2879.**115. DIGITAL COMMUNICATION MEDIA AB**

2880.**116. DIGITAL MEDIA TECHNOLOGIES, LTD.**

2881.**117. DIGITAL NETWORKS NORTH AMERICA, INC.**

2882.**118. DIGITAL TRANSMISSION EQUIPMENT**

2883.**119. DIGITAL VIDEO SERVICES**

2884.**120. DIGITAL VISION AB**

2885.**121. DIGITALFABRIKEN GÖTEBORG, DIGITAL COMMUNICATION MEDIA AB**

2886.**122. DIOTECH SMT PRODUCT CO., LTD.**

2887.**123. DIRECT BROADCASTING SATELLITE CORPORATION**

2888.**124. DIRECTSAT CORPORATION**

2889.**125. DISCTRONICS MANUFACTURING (UK) LIMITED**

2890.**126. DISH ENTERTAINMENT CORPORATION**

2891.**127. DISH FACTORY DIRECT CORPORATION**

2892.**128. DISH, LTD.**

2893.**129. DIVA SYSTEMS CORPORATION DIVXNETWORKS, INC. (DIVX)**

2894.**130. DOREMI LABS, INC.**

2895.**131. DRASTIC TECHNOLOGIES LTD. DRESEARCH DIGITAL MEDIA SYSTEMS GMBH**

2896.**132. DVD RETAIL LTD. (MIRROR)**

2897.**133. DX ANTENNA CO., LTD.**

2898.**134. EASTERN ASIA TECHNOLOGY LIMITED**

2899.**135. EASTWIN TECHNOLOGY INC**

2900.**136. EASTWIN TECHNOLOGY INDUSTRIES (HUI YANG) CO. LTD.**

2901.***137. EASY SYSTEMS JAPAN LTD.***

2902.***138. ECHONET BUSINESS NETWORK, INC.***

2903.**139. ECHOSPHERE CORPORATION**

2904.**140. ECHOSPHERE DE MEXICO S.DE R.L. DE. C.V.**

2905.**141. ECHOSTAR ACCEPTANCE CORPORATION**

2906.**142. ECHOSTAR COMMUNICATIONS CORPORATION**

2907.**143. ECHOSTAR DBS CORPORATION**

2908.**144. ECHOSTAR INDONESIA CORPORATION**

2909.**145. ECHOSTAR INTERNATIONAL CORPORATION ECHOSTAR INTERNATIONAL (MARITIUS LIMITED)**

2910.**146. ECHOSTAR KUX CORPORATION**

2911.147. ECHOSTAR MANUFACTURING AND DISTRIBUTION PRIVATE LIMITED (INDIA) ECHOSTAR NORTH AMERICA CORPORATION

2912.148. ECHOSTAR PAC CORPORATION

2913.149. ECHOSTAR REAL ESTATE CORPORATION

2914.150. ECHOSTAR REAL ESTATE CORPORATION II

2915.151. ECHOSTAR SATELLITE BROADCASTING CORPORATION

2916.152. ECHOSTAR SATELLITE CORPORATION

2917.153. ECHOSTAR SPACE CORPORATION

2918.154. ECHOSTAR TECHNOLOGY, INC.

2919.155. ECM SYSTEMS LTD.

2920.156. EDGE CO., LTD.

2921.157. EG TECHNOLOGY, INC.

2922.158. EK3 TECHNOLOGIES INC.

2923.159. ELMA INGÉNIERIE INFORMATIQUE

2924.160. EMI GLOBAL, INC.

2925.161. EMI RECORDED MUSIC

2926.162. ENLIGHT CORPORATION

2927.163. ENSEO, INC.

2928.164. E-SAT, INC.

2929.165. ESBUY.COM

2930.166. ESDG KONSULT AB

2931.167. E-SOFT COMPUTER CO., LTD.

2932.168. ETRONICS CORPORATION

2933.169. EURONIMBUS S.A.

2934.170. EVATONE, INC.

2935.171. EXATEL VISUAL SYSTEMS, INC.

2936.172. FINEARCH INC.

2937.173. FIRST VIRTUAL COMMUNICATIONS, INC.

2938.174. FLEXTRACKER SDN. BHD.

2939.175. FORMATION, INC.

2940.176. FREY TECHNOLOGIES, LLC

2941.177. FUJITSU LIMITED

2942.178. FUJITSU SIEMENS COMPUTERS

2943.179. FUJITSU SIEMENS COMPUTERS (PTY) LTD

2944.180. FUJITSU SIEMENS COMPUTERS A/S

2945.181. FUJITSU SIEMENS COMPUTERS AB

2946.182. FUJITSU SIEMENS COMPUTERS AG

2947.183. FUJITSU SIEMENS COMPUTERS AS

2948.184. FUJITSU SIEMENS COMPUTERS BV

2949.185. FUJITSU SIEMENS COMPUTERS D.D.

2950.186. FUJITSU SIEMENS COMPUTERS GMBH

2951.187. FUJITSU SIEMENS COMPUTERS KFT

2952.188. FUJITSU SIEMENS COMPUTERS LTD

2953.189. FUJITSU SIEMENS COMPUTERS OY

2954.190. FUJITSU SIEMENS COMPUTERS S.R.O.

2955.191. FUJITSU SIEMENS COMPUTERS SA

2956.192. FUJITSU SIEMENS COMPUTERS SL
FUJITSU SIEMENS COMPUTERS SP. Z.O.O.

2957.193. FUJITSU SIEMENS COMPUTERS SPA

2958.194. FUJITSU TEN LIMITED

2959.195. FUNAI ELECTRIC CO., LTD.

2960.196. FUTIC ELECTRONICS LTD

2961.197. GATEWAY, INC.

2962.198. GBM ADVANCED TECHNOLOGY INTERNATIONAL INC.

2963.**199. GENERAL INSTRUMENT CORPORATION**
2964.**200. GENERIC MEDIA INC.**
2965.**201. GENIX INFOCOMM CO., LTD.**
2966.**202. GLOBAL WEB TV, INC.**
2967.**203. GPX, INC.**
2968.**204. GRASS VALLEY (US) INC.**
2969.**205. GREAT WALL DIGITECH LIMITED**
2970.**206. GRUNDIG AG**
2971.**207. GYRO MEDIA AB**
2972.**208. GYRO SOFT AB**
2973.**209. HARMAN INTERNATIONAL INDUSTRIES/MADRIGAL AUDIO LABORATORIES, INC.**
2974.**210. HARMONIC INC.**
2975.**211. HARVESTS MULTIMEDIA PTE LTD.**
2976.**212. HEIM SYSTEMS GMBH**
2977.**213. HELIUS INC.**
2978.**214. HEURIS LOGIC INCORPORATED**
2979.**215. HEWLETT-PACKARD COMPANY**
2980.**216. HIBINO DATA-COM CO., LTD.**
2981.**217. HIGH SPEED VIDEO INC.**
2982.**218. HITACHI BUSINESS SOLUTIONS CO., LTD.**
2983.**219. HITACHI COMMUNICATION SYSTEMS, INCORPORATED**
2984.**220. HITACHI ELECTRONICS ENGINEERING CO., LTD.**
2985.**221. HITACHI ELECTRONICS PRODUCTS (MALAYSIA) SDN. BHD.**
2986.**222. HITACHI ENGINEERING CO., LTD.**
2987.**223. HITACHI HOME ELECTRONICS (AMERICA), INC.**
2988.**224. HITACHI HOME ELECTRONICS (EUROPE), LTD.**
2989.**225. HITACHI HOMETEC, LTD.**
2990.**226. HITACHI INFORMATION SYSTEMS, LTD.**
2991.**227. HITACHI KOKUSAI ELECTRIC INC.**
2992.**228. HITACHI SK SOCIAL SYSTEM CO., LTD. HITACHI SOFTWARE ENGINEERING AMERICA, LTD.**
2993.**229. HITACHI SOFTWARE ENGINEERING CO., LTD.**
2994.**230. HITACHI SOFTWARE ENGINEERING EUROPE S.A. HITACHI SOFTWARE GLOBAL TECHNOLOGY, LTD.**
2995.**231. HITACHI TECHNOLOGY (TAIWAN) LTD.**
2996.**232. HITACHI TELECOM TECHNOLOGIES, LTD. HONG KONG TOHEI E.M.C. CO., LTD.**
2997.**233. HITACHI, LTD.**
2998.**234. HOUSTON TRACKER SYSTEMS, INC.**
2999.**235. HT VENTURES, INC.**
3000.**236. HUGHES NETWORK SYSTEMS**
3001.**237. HUI YANG EASTWAY ELECTRONICS CO., LTD**
3002.**238. HUMAX CO., LTD.**
3003.**239. HUMAX ELECTRONIC LTD.**
3004.**240. HYUNWOO MCPLUS CO., LTD.**
3005.**241. IBE, INC.**
3006.**242. IKEGAMI TSUSHINKI CO., LTD.**

3007.243. IMAGINATION TECHNOLOGIES LIMITED
3008.244. IMEDIA CORPORATION
3009.245. IMPATH NETWORKS, INC.
3010.246. IMS INTERNATIONAL MEDIA SERVICE SPA
3011.247. INDEPENDENT MASTERS LTD.
3012.248. INDOOR OUTDOOR ENTERTAINMENT, S.A.
3013.249. INFOCITY, INC.
3014.250. INFOVALUE COMPUTING, INC.
3015.251. INNOBITS AB
3016.252. INNOVISION LIMITED
3017.253. INSTITUT FUER RUNDFUNKTECHNIK GMBH
3018.254. INTERNATIONAL ANTEX, INC.
INTERNATIONAL FIBER SYSTEMS, INC.
3019.255. INTERNATIONAL IMAGE SERVICES CORP. DOING
3020.256. INTERNATIONAL PADI, INC.
3021.257. INTERRA DIGITAL VIDEO TECHNOLOGIES
3022.258. INTERVIDEO, INC.
3023.259. INVENTEC ELECTRONICS (M) SDN. BHD.
3024.260. IZOTOPE, INC.
3025.261. J HEPPLE, INCORPORATED
3026.262. JAPAN COMMUNICATION EQUIPMENT CO., LTD.
3027.263. JAPAN DIGITAL LABORATORY CO., LTD.
3028.264. JAPAN RADIO CO., LTD.
3029.265. JAPAN WAVE INC.
3030.266. JATON COMPUTER CO., LTD.
3031.267. JEPPESEN SANDERSON, INC.
3032.268. JEPRO CO., LTD.
3033.269. JIN SHEN LONG ELECTRONICS (SHEN ZHEN) CO., LTD
3034.270. KABUSHIKIGAISYA FUJIYADENKI SEISAKUSYO
3035.271. KALEIDESCAPE CANADA, INC.
3036.272. KALEIDESCAPE, INC.
3037.273. KALYANI SHARP INDIA LIMITED
3038.274. KDG FRANCE SAS
3039.275. KDG MEDIATECH AG
3040.276. KDG NETHERLANDS BV
3041.277. KDG UK LTD
3042.278. KENT WORLD CO., LTD
3043.279. KENWAY TECHNOLOGY INDUSTRIES (HUI YANG) CO. LTD.
3044.280. KENWOOD CORPORATION
3045.281. KINKI GENERAL SERVICE CO., LTD.
3046.282. KONINKLIJKE PHILIPS ELECTRONICS N.V.
3047.283. KRELL INDUSTRIES, INC.
3048.284. KTECH TELECOMMUNICATIONS, INC.
3049.285. KUME ELECTRIC CORPORATION
3050.286. L-3 COMMUNICATIONS SYSTEMS WEST
3051.287. LAWRENCE LIVERMORE NATIONAL LABORATORY
3052.288. LEICA GEOSYSTEMS GIS & MAPPING, LLC
3053.289. LEITCH EUROPE LIMITED
3054.290. LEITCH INCORPORATED
3055.291. LEITCH TECHNOLOGY CORPORATION
3056.292. LEITCH TECHNOLOGY INTERNATIONAL INC.
3057.293. LG ELECTRONICS INC.
3058.294. LIDCOM LIMITED
3059.295. LIFESCIENCE MEDIA
3060.296. LINDOWS.COM, INC.
3061.297. LINEAR SYSTEMS LTD.
3062.298. LINK RESEARCH LTD.
3063.299. LINN PRODUCTS LIMITED
3064.300. LOEWE OPTA GMBH
3065.301. LOGIC INNOVATIONS, INC.
3066.302. LOGITEC CORPORATION

3067.303. LOGOS LJUD OCH BILD PRODUKTION AB

3068.304. LONG LIVED E-COMPUTER TECHNOLOGIES CO., LTD.

3069.305. LSI LOGIC CORPORATION

3070.306. LSI SYSTEMS INC.

3071.307. LU KEE ELECTRONIC COMPANY LIMITED

3072.308. LUXSONOR SEMICONDUCTORS, INC.

3073.309. MACROSYSTEM DIGITAL VIDEO AG

3074.310. MACROSYSTEM FRANCE S.A.S.

3075.311. MACROSYSTEM SCHWEIZ AG

3076.312. MACROSYSTEM US, INC.

3077.313. MAINCONCEPT GMBH

3078.314. MAINCONCEPT LLC

3079.315. MANSEI CORPORATION

3080.316. MANUFACTURING AND TEST CO., INC. DBA MATCO

3081.317. MANYSTREAMS, INC.

3082.318. MANZANITA SYSTEMS

3083.319. MARANTZ JAPAN, INC.

3084.320. MARCONI COMMUNICATIONS, INC.

3085.321. MARK GUNNING

3086.322. MARS TECHNOLOGIES, INC.

3087.323. MASPRO DENKOH CORPORATION

3088.324. MATSUSHITA ELECTRIC (TAIWAN) CO., LTD.

3089.325. MATSUSHITA ELECTRIC (U.K.) LTD.

3090.326. MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.

3091.327. MATSUSHITA ELECTRONICS CORPORATION

3092.328. MATSUSHITA KOTOBUKI ELECTRONICS INDUSTRIES OF AMERICA INC.

3093.329. MATSUSHITA KOTOBUKI ELECTRONICS SALES OF AMERICA, LLC.

3094.330. MATSUSHITA-KOTOBUKI ELECTRONICS INDUSTRIES, LTD.

3095.331. MAX INTERNET COMMUNICATIONS, INC.

3096.332. MAXPC TECHNOLOGIES, INC.

3097.333. MCINTOSH LABORATORY

3098.334. MEDIA COMPRESSION LLC

3099.335. MEDIA EXCEL, INC

3100.336. MEDIAWARE SOLUTIONS PTY LTD.

3101.337. MEDIOSTREAM, INC.

3102.338. MEMORY-TECH CORPORATION

3103.339. MERIDIAN AUDIO LIMITED

3104.340. METATEC INTERNATIONAL, INC.

3105.341. METZ-WERKE GMBH & CO KG

3106.342. MICRO APPLICATION SA

3107.343. MICRO SOLUTIONS INC.

3108.344. MICRON GOVERNMENT COMPUTER SYSTEMS, LLC

3109.345. MICRONPC, LLC

3110.346. MICROTUNE (TEXAS), L.P.

3111.347. MIDSTREAM TECHNOLOGIES, INC.

3112.348. MINERVA NETWORKS, INC.

3113.349. MINTEK DIGITAL INC.

3114.350. MIT MEDIA LAB

3115.351. MITSUBISHI ELECTRIC CORPORATION

3116.352. MOKOH & ASSOCIATES, INC.

3117.353. MOONLIGHT CORDLESS LTD.

3118.354. MOTOROLA

3119.355. MPO

3120.356. MRT TECHNOLOGY LLC

3121.357. MULTIMEDIA TECHNOLOGIES, INC.

3122.358. MUVEE TECHNOLOGIES PTE. LTD.

3123.359. NAGRASTAR LLC

3124.360. NAIM AUDIO LTD.

3125.361. NAMSUNG CORPORATION

3126.362. NANJING SHARP ELECTRONICS CO., LTD.

3127.363. NATIONAL SEMICONDUCTOR CORPORATION

3128.364. NCR CORPORATION

3129.365. NCT AG

3130.366. NDS LIMITED

3131.367. NEIL GALTON CONSULTANCY LTD

3132.368. NEOS INTERACTIVE LTD.

3133.369. NEWSOFT TECHNOLOGY CORPORATION

3134.370. NEXT LEVEL COMMUNICATIONS, INC.

3135.371. NIHON COMPUTER CO., LTD.

3136.372. NIHON DIGITAL CONSUMER ELECTRONICS CORPORATION

3137.373. NIKKO DENKI TSUSHIN CORPORATION

3138.374. NIMBUS MANUFACTURING (UK) LTD.

3139.375. NIMBUS MANUFACTURING, INC.

3140.376. NOKIA CORPORATION BY AND THROUGH IT'S BUSINESS UNIT

3141.377. NOKIA HOME COMMUNICATIONS

3142.378. NORCENT TECHNOLOGY INC.

3143.379. NTK COMPUTER INC.

3144.380. NTT ADVANCED TECHNOLOGY CORPORATION

3145.381. NTT BROADBAND INITIATIVE INC.

3146.382. NTT ELECTRONICS CORPORATION

3147.383. NUON SEMICONDUCTOR, INC.

3148.384. OAK TECHNOLOGY, INC.

3149.385. OKI ELECTRIC INDUSTRY CO., LTD.

3150.386. ONKYO (MALAYSIA) SDN. BHD

3151.387. ONKYO CORPORATION

3152.388. ONKYO ELECTRONICS CORPORATION

3153.389. ONKYO EUROPE ELECTRONICS GMBH

3154.390. ONKYO INDIA PVT. LTD

3155.391. ONKYO U.S.A. CORPORATION

3156.392. OPTIBASE B.V.

3157.393. OPTIBASE EUROPE

3158.394. OPTIBASE INC.

3159.395. OPTIBASE LTD.

3160.396. OPTICAL EXPERTS MANUFACTURING, INC. (OEM)

3161.397. OPTIDISC SOLUTIONS, LLC

3162.398. ORION AMERICA, INC.

3163.399. ORION ELECTRIC (U.K.) LTD.

3164.400. ORION ELECTRIC CO., LTD.

3165.401. P. GUERRA S.R.L.

3166.402. PAC INTERACTIVE TECHNOLOGY, INC.

3167.403. PACE MICRO TECHNOLOGY PLC

3168.404. PADUS, INC.

3169.405. PANASONIC AUTOMOTIVE SYSTEMS COMPANY OF AMERICA

3170.406. PANASONIC AVC NETWORKS AMERICA, A DIVISION OF MATSUSHITA ELECTRIC CORPORATION OF AMERICA

3171.407. PANASONIC AVC NETWORKS AUSTRALIA PTY. LTD.

3172.408. PANASONIC AVC NETWORKS GERMANY GMBH

3173.409. PANASONIC AVC NETWORKS SINGAPORE PTE LTD

3174.410. PANASONIC COMMUNICATIONS CO., LTD.

3175.411. PANASONIC DIGITAL NETWORK SERVE INC.

3176.412. PANASONIC DISC MANUFACTURING CORPORATION OF AMERICA

3177.413. PANASONIC MOBILE COMMUNICATIONS CO., LTD.

3178.414. PANORAMIC MEDIA

3179.415. PC DTV TECHNOLOGIES, LLC

3180.416. PCHDTV INC.

3181.417. PEGASUS COMMUNICATIONS

3182.418. PEGASYS INC.

3183.419. PHOTODEX CORPORATION

3184.420. PICTURETOTV.COM PTE LTD.

3185.421. PIONEER CORPORATION

3186.422. PIONEER ELECTRONICS MANUFACTURING (SHANGHAI) CO., LTD.

3187.423. PIONEER ELECTRONICS TECHNOLOGY (U.K.) LTD.

3188.424. PIONEER TECHNOLOGY (MALAYSIA) SDN, BHD

3189.425. PIONEER VIDEO CORPORATION

3190.426. PIONEER VIDEO MANUFACTURING INC.

3191.427. PLAT'C2, INC.

3192.428. POPWIRE STOCKHOLM AB

3193.429. POZZOLI S.P.A

3194.430. PRIVATE EYE PRODUCTIONS

3195.431. PROSTAR COMPUTER, INC.

3196.432. PROTON CO., LTD. SOFTBOAT DIVISION COMPANY

3197.433. PROVIDEO MULTIMEDIA CO. LTD.

3198.434. PROXIMITY PTY LTD

3199.435. PT MATSUSHITA KOTOBUKI ELECTRONICS INDUSTRIES INDONESIA

3200.436. PURE MOTION LTD

3201.437. QUESTIN' STUDIOS

3202.438. RADYNE COMSTREAM

3203.439. RATOC SYSTEMS, INC.

3204.440. REGENCY RECORDINGS PTY LTD.

3205.441. RESEARCH SYSTEMS, INC.

3206.442. ROHDE & SCHWARZ GMBH & CO. KG

3207.443. ROXIO APS

3208.444. ROXIO CI LTD.

3209.445. ROXIO GMBH & CO. KG

3210.446. ROXIO INTERNATIONAL B.V.

3211.447. ROXIO JAPAN INC.

3212.448. ROXIO, INC.

3213.449. S & T SYSTEMTECHNIK GMBH

3214.450. S. ANBU EZHILAN

3215.451. S.A.D. GMBH

3216.452. S.N.A. (SOCIÉTÉ NOUVELLE ARÉACEM)

3217.453. SALENT TECHNOLOGIES LTD.

3218.454. SAMPO CORPORATION

3219.455. SAMSUNG ELECTRONICS CO., LTD.

3220.456. SANYO ELECTRIC CO., LTD.

3221.457. SANYO LASER PRODUCTS, INC.

3222.458. SANYO MANUFACTURING CORPORATION

3223.459. SANYO TECHNOSOUND CO., LTD.

3224.460. SASKEN COMMUNICATION TECHNOLOGIES LIMITED

3225.461. SATELLITE SOURCE, INC.

3226.462. SATREC MAURITIUS LIMITED

3227.463. SCHEIDT & BACHMANN GMBH

3228.464. SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

3229.465. SCIENTIFIC-ATLANTA EUROPE N.V.

3230.466. SCIENTIFIC-ATLANTA, INC.

3231.467. SCI-WORX GMBH

3232.468. SCOPUS NETWORK TECHNOLOGIES LTD.

3233.469. SEDIMA AG

3234.470. SENSORAY COMPANY, INC.

3235.471. SENSORY SCIENCE CORPORATION

3236.472. SERIF EUROPE LIMITED

3237.473. SHANGHAI FAR YEAR TECHNOLOGY CO., LTD.

3238.474. SHARP CORPORATION

3239.475. SHARP ELECTRONICA ESPANA S.A

3240.476. SHARP ELECTRONICA MEXICO S.A. DE C.V.

3241.477. SHARP MANUFACTURING COMPANY OF AMERICA

3242.478. SHARP MANUFACTURING COMPANY OF U.K.

3243.479. SHARP MANUFACTURING CORPORATION (M) SDN. BHD.

3244.480. SHARP THEBNAKORN MANUFACTURING

3245.481. SHARP-ROXY APPLIANCES CORPORATION (M) SDN. BHD.

3246.482. SHARP-ROXY ELECTRONICS CORPORATION (M) SDN. BHD.

3247.483. SHENZHEN ACTION ELECTRONICS CO., LTD.

3248.484. SHENZHEN KAIXINDA ELECTRONICS CO. LTD.

3249.485. SHENZHEN LANDEL ELECTRONICS TECH. CO., LTD.

3250.486. SHIN WON INDUSTRY CO., LTD.

3251.487. SILICON CONSTRUCTION SWEDEN AB

3252.488. SILICON MOTION, INC.

3253.489. SIMFLEX SOFTWARE

3254.490. SKYSTREAM NETWORKS INC.

3255.491. SMITH & NEPHEW, INC. ENDOSCOPY DIVISION

3256.492. SNELL & WILCOX LIMITED

3257.493. SONIC FOUNDRY MEDIA SERVICES, INC.

3258.494. SONIC FOUNDRY SYSTEMS GROUP, INC.

3259.495. SONIC FOUNDRY, INC.

3260.496. SONIC SOLUTIONS

3261.497. SONISTA, INC.

3262.498. SONOPRESS IBER-MEMORY, S.A., SPAIN

3263.499. SONOPRESS IRELAND LIMITED

3264.500. SONOPRESS MEXICO UNA DIVISION DE BMG ENTERTAINMENT MEXICO S.A. DE C.V.

3265.501. SONOPRESS PAN ASIA LTD.

3266.502. SONOPRESS PRODUKTIONSGESELLSCHAFT FÜR TON- UND INFORMATIONSTRÄGER

3267.503. SONOPRESS RIMO INDÚSTRIA E COMÉRCIO FONOGRÁFICA LTDA

3268.504. SONOPRESS SINGAPORE PTE LTD

3269.505. SONOPRESS, INC., USA

3270.506. SONY COMPUTER ENTERTAINMENT INC.

3271.507. SONY CORPORATION

3272.508. SONY DADC AUSTRIA AG

3273.509. SONY ELECTRONICS INC.

3274.510. SONY MUSIC ENTERTAINMENT (HONG KONG) LTD.

3275.511. SONY MUSIC ENTERTAINMENT (JAPAN) INC.

3276.512. SONY MUSIC ENTERTAINMENT MEXICO, S.A. C.V.

3277.513. SONY PICTURES DIGITAL INC.

3278.514. SONY SERVICE CENTER (EUROPE) NV

3279.515. SONY UNITED KINGDOM, LTD.

3280.516. SORD COMPUTER CORPORATION

3281.517. SORENSON MEDIA, INC.

3282.518. SOURCENEXT CORPORATION

3283.519. SPECTACULAIRE!

3284.520. SPELLINGS COMPUTER SERVICES LTD.

3285.521. SPORTS TRAINING MEDIA

3286.522. STANDARD COMMUNICATIONS CORP.

3287.523. STAR VIDEO DUPLICATING

3288.524. STARLIGHT VIDEO LIMITED

3289.525. STEBBING RECORDING CENTRE LTD

3290.526. STRATEGY & TECHNOLOGY LTD.

3291.527. STREAM MACHINE COMPANY

3292.528. STUMPFL GMBH

3293.529. SUMITOMO ELECTRIC INDUSTRIES, LTD.

3294.530. SUMMIT CD MANUFACTURE PTD LTD

3295.531. SUMMIT HI-TECH PTE LTD

3296.532. SUNIMAGE STUDIOS INC.

3297.533. SWEDISH CUSTOMS SERVICE

3298.534. SYNTERMED, INC.

3299.535. TAG MCLAREN AUDIO LIMITED

3300.536. TAISEI ELECTRONICS CO., LTD.

3301.537. TAKT KWIATKOWSKI I MIADZEL SP. J.

3302.538. TANDBERG TELEVISION ASA

3303.539. TATUNG CO.

3304.540. TDK ELECTRONICS CORPORATION

3305.541. TDK RECORDING MEDIA EUROPE S.A.

3306.542. TEAC AMERICA, INC.

3307.543. TEAC CORPORATION

3308.544. TEAC DEUTSCHLAND GMBH

3309.545. TEAC SYSTEM CREATE CORPORATION

3310.546. TECHNICOLOR DISC SERVICES CORPORATION

3311.547. TECHNICOLOR HOME ENTERTAINMENT SERVICES IRELAND LTD.

3312.548. TECHNICOLOR MEXICANA, S. DE RL DE CV

3313.549. TECHNICOLOR PTY LTD.

3314.550. TECHNICOLOR VIDEOCASSETTE, INC.

3315.551. TECHNISAT DIGITAL GMBH

3316.552. TECHNOSCOPE CO., LTD.

3317.553. TECHNOTREND AG

3318.554. TECHSAN I&C CO., LTD.

3319.555. TEKNICHE LIMITED

3320.556. TEKTRONIX CAMBRIDGE LIMITED

3321.557. TEKTRONIX, INC.

3322.558. TELECOM KIKI, LTD.

3323.559. TELEDAC INC.

3324.560. TELEVIEW

3325.561. TERR, LLC DBA 321 STUDIOS

3326.562. THE MIRETH TECHNOLOGY CORPORATION

3327.563. THOMSON

3328.564. THOMSON BROADBAND UK LTD.

3329.565. THOMSON DIGITAL EUROPE

3330.566. THOMSON MULTIMEDIA ASIA PACIFIC PTE LTD.

3331.567. THOMSON MULTIMEDIA HONG KONG LTD.

3332.568. THOMSON MULTIMEDIA INC.

3333.569. THOMSON MULTIMEDIA OPERATIONS (THAILAND) CO. LTD.

3334.570. THOMSON MULTIMEDIA POLSKA SP. Z O.O.

3335.571. THOMSON SALES EUROPE S.A.

3336.572. THOMSON TELEVISION ANGERS S.A.

3337.573. THOMSON TUBES & DISPLAYS S.A.

3338.574. TIVO, INC.

3339.575. TONIC DIGITAL PRODUCTS LIMITED

3340.576. TOPPAN PRINTING CO., LTD.

3341.577. TOSHIBA AMERICA INFORMATION SYSTEMS, INC.

3342.578. TOSHIBA COMPUTER SYSTEMS (SHANGHAI) CO., LTD.

3343.579. TOSHIBA CORPORATION

3344.580. TOSHIBA EUROPE GMBH

3345.581. TOSHIBA INFORMATION SYSTEMS (UK) LIMITED

3346.582. TOSHIBA TEC CORPORATION

3347.583. TOSHIBA VIDEO PRODUCTS PTE LTD

3348.584. TOTAL TECHNOLOGY CO. LTD.

3349.585. TOTTORI ONKYO CORPORATION

3350.586. TOTTORI SANYO ELECTRIC CO., LTD.

3351.587. TRILOGIC

3352.588. TROLL TECHNOLOGY CORPORATION

3353.589. TTIREM, INC. DBA MERITT ELECTRONICS

3354.590. TWELVE TONE SYSTEMS, INC. DBA CAKEWALK

3355.591. U.S. PHILIPS CORPORATION

3356.592. UEC TECHNOLOGIES (PTY) LTD.

3357.593. UNLIMITER LIMITED

3358.594. UP TECHNOLOGY CO., LTD.

3359.595. V.T.V. NV

3360.596. VBRICK SYSTEMS, INC.

3361.597. VCS VIDEO COMMUNICATION SYSTEMS AG

3362.598. VELA RESEARCH LP

3363.599. VESTEL KOMUNIKASYON SAN. TIC. A. S.

3364.600. VICTOR COMPANY OF JAPAN, LIMITED

3365.601. VIDEOTELE.COM, INC.

3366.602. VISIONARY SOLUTIONS INC.

3367.603. VISTEON CORPORATION

3368.604. VITEC MULTIMEDIA

3369.605. VITEC MULTIMEDIA INC

3370.606. VOB COMPUTERSYSTEME GMBH

3371.607. WACOM EUROPE GMBH

3372.608. WELTON ELECTRONICS LIMITED

3373.609. WESCAM EUROPE LIMITED

3374.610. WESCAM INC.

3375.611. WESCAM INCORPORATED

3376.612. WESCAM LLC

3377.613. WESCAM SONOMA INC.

3378.614. WIAGRA

3379.615. WINBOND ELECTRONICS CORP.

3380.616. WIS TECHNOLOGIES, INC.

3381.617. WOMBLE MULTIMEDIA, INC.

3382.618. WORLD ELECTRIC (THAILAND) LTD.

3383.619. WUXI MULTIMEDIA LIMITED

3384.620. XION GMBH

3385.621. XZEOS SOFTWARE SARL

3386.622. YA BANG INDUSTRIAL CO., LTD.

3387.623. YAMAHA CORPORATION

3388.624. YAMAHA ELECTRONICS MANUFACTURING (M) SDN.BDH.

3389.625. YANION COMPANY LIMITED

3390.626. YOKOGAWA ELECTRIC CORPORATION

3391.627. YUNG FU ELECTRICAL APPLIANCES CORP., LTD.

3392.628. ZAPEX TECHNOLOGIES, INC.

3393.629. ZAPMEDIA.COM, INC.

3394.630. ZENITH ELECTRONICS CORPORATION

3395.631. ZHONGSHAN KENLOON DIGITAL TECHNOLOGY CO., LTD.

3396.632. ZIRBES, KELLY

3397.633. ZOO DIGITAL GROUP PLC

3398.635. A&R CAMBRIDGE LIMITED

3399.636. AAV AUSTRALIA PTY LTD

3400.637. ACCESS MEDIA S.P.A.

3401.638. ACTION ASIA LIMITED

3402.639. ACTION DUPLICATION INC.

3403.640. ACTION ELECTRONICS CO., LTD.

3404. DVD6C LICENSING GROUP (DVD6C)

3405.1. A&G 22 INTERNATIONAL TRADE MANAGEMENT LTD.

3406.2. ACTION ELECTRONICS CO., LTD.

3407.3. ACTION INDUSTRIES (M) SDN. BHD.

3408.4. ACTION TECHNOLOGY (SHENZHEN) CO., LTD.

3409.5. ADVANCED APPLICATION TECHNOLOGY, INC.

3410.6. AISIN AW CO., LTD.

3411.7. ALCO DIGITAL DEVICES LIMITED

3412.8. ALPINE ELECTRONICS, INC.

3413.9. AMOISONIC ELECTRONICS CO., LTD.

3414.10. APEX (JIANGSU) DIGITAL CO., LTD.

3415.11. ARIMA COMPUTER CORPORATION

3416.12. ATL ELECTRONICS (M) SDN., BHD.

3417.13. ATLM (HONG KONG) LIMITED

3418.14. ATLM TAIWAN INC.

3419.15. BBK ELECTRONICS CORP., LTD.

3420.16. BEAUTIFUL ENTERPRISE CO., LTD.

3421.17. BEHAVIOR TECH COMPUTER CORP

3422.18. BEIJING GOLDEN YUXING ELECTRONICS AND TECHNOLOGY CO., LTD.

3423.19. BLOOM INDUSTRIAL (SHENZHEN) CO., LTD.

3424.20. CHANGZHOU HAOJIE ELECTRIC CO., *LTD.*

3425.21. CHANGZHOU LINLONG ELECTRICAL APPLIANCE CO., LTD. (CHINA)

3426.22. CHANGZHOU XINGQIU ELECTRONIC CO., LTD.

3427.23. CHENGZHI WINTEL DIGITAL TECHNOLOGY CO., LTD.

3428.24. CHUNGLAM DIGITAL, CO., LTD.

3429.25. CIS TECHNOLOGY INC.

3430.26. CLARION CO., LTD.

3431.27. CLAVIS LTD.

3432.28. COMMAX CO., LTD.

3433.29. DALIAN GOLDEN HUALU DIGITAL TECHNOLOGY CO., LTD.

3434.30. DANRIVER SYSTEM (GUANGZHOU) INC.

3435.31. DENSO CORPORATION

3436.32. DESAY A&V SCIENCE AND TECHNOLOGY CO., LTD.

3437.33. DINGTIAN ELECTRONICS INDUSTRY CO., LTD.

3438.34. DM TECHNOLOGY C0., LTD.

3439.35. DONG GUAN EVERVICTORY ELECTRONIC COMPANY LIMITED

3440.36. DONG GUAN LU KEE ELECTRONIC FACTORY

3441.37. DONGGUAN CITY GAOYA ELECTRONIC CO., LTD.

3442.38. DONGGUAN GVG DIGITAL TECHNOLOGY LTD.

3443.39. *DONGGUAN, HUANGJIANG, JING-CHENG ELECTRONICS* 9TH PLANT

3444.40. *DVD6C LICENSING GROUP (DVD6C)* PARTICIPANTS

3445.41. EASTERN ASIA TECHNOLOGY LIMITED

3446.42. EIZO NANAO CORPORATION



3447.43. EPO SCIENCE AND TECHNOLOGY, INC.

3449.45. FIRST TECHNOLOGY INTERNATIONAL CO., LTD.
3451.47. FORTUNE ALPHA ENTERPRISES LTD.
3453.49. FORTUNE ALPHA ENTERPRISES LTD.
3455.51. FORYOU GENERAL ELECTRONIC CO., LTD.

3457.53. FOXDA TECHNOLOGY INDUSTRIAL (SHENZHEN) CO., LTD.
3459.55. FUNAI ELECTRIC CO., LTD.
3461.57. *GLOBAL BANK MANUFACTURE GROUP*
3463.59. GP ELECTRONICS (HUIZHOU) CO., LTD.

3465.61. GUANGZHOU DURBANG YUCHARG ELECTRONICS CO., LTD.
3467.63. GUANGZHOU HUADU KODA ELECTRONICS CO., LTD.

3469.65. GUANGZHOU ROWA ELECTRONICS CO., LTD.

3471.67. HIMAGE HOLDINGS LIMITED

3473.69. HITACHI TECHNOLOGY (TAIWAN), LTD
3475.71. HITACHI-LG DATA STORAGE KOREA, INC.
3477.73. HONG KONG TOHEI E.M.C. CO., LTD.

3479.75. HUIZHOU FREEWAY ELECTRONIC CO., LTD.
3481.77. JANUS IMAGE SYSTEMS INC
3483.79. JIANGSU HONGTU HIGH TECHNOLOGY CO., LTD.

3485.81. JIANGSU SYBER ELECTRONIC CO., LTD.
3487.83. JIANGXI DIC INDUSTRIALS CO., LTD.

3489.85. KENLEX TECHNOLOGY LIMITED

3491.87. KENT WORLD CO., LTD.
3493.89. KENWOOD ELECTRONICS TECHNOLOGIES (M) SDN BHD
3495.91. KINMA (SHENZHEN) SCIENCE & TECHNOLOGY DEVELOPMENT CO., LTD.
3497.93. KONKA GROUP CO., LTD
3499.95. KYUSHU MATSUSHITA ELECTRIC CO., LTD.

3501.97. LE JIN ELECTRONICS (HUI ZHOU) INC (LG)
3503.99. LINN PRODUCTS LTD.
3505.101. MAKIDOL ELECTRONICS CO., LTD.

3507.103. MARANTZ JAPAN, INC.

3509.105. MATSUSHITA AUDIO VIDEO (DEUTSCHLAND) GMBH

3511.107. MATSUSHITA ELECTRIC (TAIWAN) CO., LTD.

3448.44. FIRST TECHNOLOGY INTERNATIONAL (H.K.) CO., LTD.
3450.46. FORCE NORWAY A.S.
3452.48. FORTUNE ALPHA ENTERPRISES LTD.
3454.50. FORTUNE ALPHA ENTERPRISES LTD.
3456.52. FOXDA TECHNOLOGY INDUSTRIAL (SHENZHEN) CO., LTD.
3458.54. FUJITSU TEN LIMITED

3460.56. FUTIC ELECTRONICS LTD.
3462.58. *GOLDEN TAKE LTD.*
3464.60. GUANGDONG KWANLOON ELECTRONICS AND TECHNOLOGY CO., LTD.
3466.62. GUANGZHOU HUADU KODA ELECTRONICS CO., LTD.
3468.64. GUANGZHOU PANYU JUDA CAR AUDIO EQUIPMENT CO., LTD.
3470.66. GUANGZHOU YIAOU PAN CORPORATION
3472.68. HITACHI ELECTRONIC PRODUCTS (M) SDN. BHD.
3474.70. HITACHI, LTD.
3476.72. HITACHI-LG DATA STORAGE, INC.
3478.74. HUIYANG EASTWAY ELECTRONICS CO., LTD.
3480.76. IAG LIMITED
3482.78. JATON COMPUTER CO., LTD.
3484.80. JIANGSU SHINCO ELECTRONIC GROUP CO.
3486.82. JIANGSU TOPPOWER TECH. CO., LTD
3488.84. KAM LI TAT INTERNATIONAL TRADING LTD.
3490.86. KENLOON DIGITAL TECHNOLOGY CO., LTD.
3492.88. KENWOOD CORPORATION
3494.90. KENWOOD NAGANO CORPORATION

3496.92. KISS TECHNOLOGY A/S

3498.94. KORAT DENKI LTD.
3500.96. KYUSHU MATSUSHITA ELECTRIC CORPORATION OF THE PHILIPPINES
3502.98. LINK CONCEPT TECHNOLOGY LTD.
3504.100. LU KEE ELECTRONICS CO., LTD.
3506.102. MALATA SEEING & HEARING EQUIPMENT CO., LTD.
3508.104. MARUWA ELECTRONIC & CHEMICAL CO., LTD.
3510.106. MATSUSHITA COMMUNICATION INDUSTRIAL CO., LTD.
3512.108. MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.



3513.109. MATSUSHITA ELECTRONICS (S) PTE. LTD.

3514.110. MATSUSHITA KOTOBUKI ELECTRONICS INDUSTRIES, LTD.

3515.111. MEILOON INDUSTRIAL CO., LTD.

3516.112. MERIDIAN AUDIO LIMITED

3517.113. MIANYANG TRIVER TECHNOLOGY CO., LTD.

3518.114. MITSUBISHI ELECTRIC CORPORATION

3519.115. MIYAKO MARANTZ LTD.

3520.116. MOKOH & ASSOCIATES, INC.

3521.117. MULTI-CONCEPT INDUSTRIAL LTD.

3522.118. MUSTEK INTERNATIONAL INC.

3523.119. NAIM AUDIO LTD.

3524.120. NEXPHIL ELECTRONICS CO., LTD.

3525.121. NINGBO BOIGLE DIGITAL TECHNOLOGY CO., LTD.

3526.122. ONKYO (MALAYSIA) SDN, BHD

3527.123. ONKYO CHINA LIMITED

3528.124. ONKYO CORPORATION

3529.125. ONKYO ELECTRONICS CORPORATION

3530.126. ONKYO EUROPE ELECTRONICS GMBH

3531.127. ONKYO SHAH ALAM (MALAYSIA) SDN, BHD

3532.128. ORIENT POWER(WUXI) DIGITAL TECHNOLOGY CO., LTD.

3533.129. P.T.ELECTRONICS INDONESIA

3534.130. PAC INTERACTIVE TECHNOLOGY

3535.131. PARAGON INDUSTRIES CHINA INC

3536.132. PARAMOUNT DIGITAL TECHNOLOGY (HUIZHOU) CO., LTD.

3537.133. PROCHIPS TECHNOLOGY INC.

3538.134. PROFIT PEAKS ELECTRONICS COMPANY LIMITED

3539.135. PROFIT PEAKS ELECTRONICS COMPANY LIMITED

3540.136. PRO-TECH INDUSTRIES CORP.

3541.137. QISHENG ELECTRONIC INDUSTRIES LTD., DONGGUAN CITY

3542.138. ROCKRIDGE SOUND TECHNOLOGY CO.

3543.139. SANDMARTIN (ZHONG SHAN) ELECTRONIC CO., LTD.

3544.140. SANYO ELECTRIC CO., LTD.

3545.141. SANYO TECHNOSOUND CO., LTD.

3546.142. SCE CO., LTD.

3547.143. SHANGHAI GENERAL ELECTRONIC DIGITAL TECHNOLOGY CO., LTD.

3548.144. SHANGHAI HONGSHENG TECHNOLOGY CO., LTD.

3549.145. SHANGHAI KENWOOD ELECTRONICS CO., LTD.

3550.146. SHANGHAI SVA-DAV ELECTRONICS

3551.147. SHANGHAI THAKRAL ELECTRONICS INDUSTRIAL CORP. LTD.

3552.148. SHANGHAI TIANTONG COMMUNICATION EQUIPMENT CO., LTD

3553.149. SHANGHAI WING SUM ELECTRONICS TECHNOLOGY CO., LTD.

3554.150. SHANTOU HI-TECH ZONE IDALL ENTERPRISE CO., LTD.

3555.151. SHARP CORPORATION

3556.152. SHARP MANUFACTURING COMPANY OF UK

3557.153. SHARP MANUFACTURING CORPORATION (M) SDN. BHD.

3558.154. SHARP ROXY ELECTRONICS CORPORATION (M) SDN. BHD.

3559.155. SHEN ZHEN KAISER ELECTRONIC CO., LTD.

3560.156. SHENGBANGQIANGDIAN ELECTRONICS (SHENZHEN) CO., LTD.

3561.157. SHENZHEN ACTION ELECTRONICS CO., LTD.

3562.158. SHENZHEN AKI DIGITAL ELECTRICAL APPLIANCE CO., LTD.

3563.159. SHENZHEN BAO'AN FUYONG JINFENG ELECTRONICS CO.

3564.160. SHENZHEN CONTEL ELECTRONICS TECHNOLOGY CO., LTD.

3565.161. SHENZHEN HANBAO SCIENCE & TECHNOLOGY INDUSTRIAL CO., LTD.

3566.162. SHENZHEN HARMA TECHNOLOGY CO., LTD.

3567.163. SHENZHEN HARMA TECHNOLOGY CO., LTD. DUBAI BRANCH

3568.164. SHENZHEN HARMA TECHNOLOGY CO., LTD. INDONESIA

3569.165. SHENZHEN KAIXINDA ELECTRONICS CO., LTD.

3570.166. SHENZHEN KXD MULTIMEDIA CO., LTD.

3571.167. SHENZHEN LANDEL ELECTRONICS TECH CO., LTD.

3572.168. SHENZHEN SAST ELECTRONICS CO., LTD

3573.169. SHENZHEN SHANLING ELECTRONIC CO., LTD.

3574.170. SHENZHEN SHINELONG ELECTRONICS INDUSTRIAL CO., LTD.

3575.171. *SHENZHEN SKYWOOD INFO-TECH INDUSTRIES CO.*, LTD.

3576.172. *SHENZHEN SOBON DIGITAL* TECHNOLOGY DEVELOPMENT CO., LTD. ELECTRONICS BRANCH

3577.173. SHENZHEN SOGOOD DIRECTOR CO., LTD..

3578.174. SHENZHEN SYNCHRON ELECTRONICS CO., LTD.

3579.175. SHENZHEN TENFULL DIGITAL APPLIANCE CO., LTD..
3580.176. SHENZHEN TSINGHUA TONGFANG CO., LTD.
3581.177. SHENZHEN VALL TECHNOLOGY CO., LTD.
3582.178. SHENZHEN WELL JOINT ELECTRONICS LTD.
3583.179. SHENZHEN XIN HONGYU DIGITAL TECHNOLOGY CO., LTD.
3584.180. SHENZHEN ZHONGCAIXING ELE. CO., LTD.
3585.181. SHINANO KENSHI CO., LTD.
3586.182. SHUNDE XIONG FENG ELECTRIC INDUSTRIAL COMPANY
3587.183. SICHUAN CHANGHONG ELECTRIC CO., LTD.
3588.184. SINOCA ENTERPRISES (ZHONG SHAN) CO., LTD.
3589.185. SKYWORTH MULTIMEDIA (SHENZHEN) CO., LTD.
3590.186. SOUTH JAZZ ELECTRONICS (SHENZHEN) CO., LTD.
3591.187. SOUTHWEST COMPUTER CO., LTD.
3592.188. SOYEA TECHNOLOGY CO., LTD.
3593.189. TAIWAN THICK-FILM IND. CORP.
3594.190. TCL TECHNOLOGY ELECTRONICS (HIUZHOU) CO., LTD.
3595.191. TEAC CORPORATION
3596.192. TEAC ELECTRONICS (M) SDN. BHD
3597.193. TECHSAN I & C CO., LTD.
3598.194. TECNEW ELECTRONIC ENGINEERING CO., LTD.
3599.195. TOHEI INDUSTRIAL CO., LTD.
3600.196. TOSHIBA CORPORATION
3601.197. TOSHIBA INFORMATION EQUIPMENT (PHILIPPINES), INC.
3602.198. TOSHIBA MULTI MEDIA DEVICES CO., LTD.
3603.199. TOTTORI ONKYO CORPORATION
3604.200. TOTTORI SANYO ELECTRIC CO., LTD.
3605.201. TSI OPTOELECTRONICS CORP.
3606.202. ULTRASTAR TECHNOLOGY (SHENZHEN) LTD
3607.203. UP TECHNOLOGY CO., LTD.
3608.204. VICTOR COMPANY OF JAPAN, LTD
3609.205. WELL INLAND ELECTRONICS (NINGBO) CO., LTD.
3610.206. WELL JOINT TECHNOLOGY LIMITED
3611.207. WELTON ELECTRONICS LTD.
3612.208. WORLD CO., LTD.
3613.209. WORLD ELECTRONIC (SHENZHEN) CO., LTD.
3614.210. WORLD ELECTRONIC LTD.
3615.211. WUXI MULTIMEDIA LTD.
3616.212. XANAVI INFORMATICS CORPORATION
3617.213. XIAMEN OVERSEAS CHINESE ELECTRONIC CO., LTD.,
3618.214. XIAMEN SUNY ELECTRONIC SOUND CO., LTD.
3619.215. YA BANG INDUSTRIAL CO., LTD.
3620.216. YAMAHA ELECTRONICS MANUFACTURING (M) SDN, BHD
3621.217. YANION COMPANY LIMITED
3622.218. YUN SHEN HI-TECH CO., LTD.
3623.219. YUNG FU ELECTRICAL APPLIANCES CORP., LTD.
3624.220. ZHENJIANG JIANGKUI GROUP CO.
3625.221. ZHONGSHAN JOINTEK DIGITALTECHNOLOGY LTD.
3626.222. ZHONGSHAN SHI NEON ELECTRONIC FACTORY LTD.
3627.223. ZHUHAI NINTAUS ELECTRONIC INDUSTRY CO., LTD.
3628.225. A&G 22 INTERNATIONAL TRADE MANAGEMENT LTD.
3629.226. ACTION ELECTRONICS CO., LTD.
3630.227. ACTION INDUSTRIES (M) SDN. BHD.
3631.228. ACTION TECHNOLOGY (SHENZHEN) CO., LTD.
3632.229. ADVANCED APPLICATION TECHNOLOGY, INC.
3633. 230. AISIN AW CO., LTD.

EXTENDED LIST OF DEFENDANTS

3634. Proskauer Rose, LLP; Alan S. Jaffe - Chairman Of The Board - ("Jaffe"); Kenneth Rubenstein - ("Rubenstein"); Robert Kafin - Managing Partner - ("Kafin"); Christopher C. Wheeler - ("Wheeler"); Steven C. Krane - ("Krane"); Stephen R. Kaye - ("S. Kaye") and in his estate with New York Supreme Court Chief Judge Judith Kaye ("J. Kaye"); Matthew Triggs - ("Triggs"); Christopher Pruzaski - ("Pruzaski"); Mara Lerner Robbins - ("Robbins"); Donald Thompson - ("Thompson"); Gayle Coleman; David George; George A. Pincus; Gregg Reed; Leon Gold - ("Gold"); Albert Gortz - ("Gortz"); Marcy Hahn-Saperstein; Kevin J. Healy - ("Healy");

Stuart Kapp; Ronald F. Storette; Chris Wolf; Jill Zammas; FULL LIST OF 601 liable Proskauer Partners; any other John Doe ("John Doe") Proskauer partner, affiliate, company, known or not known at this time; including but not limited to Proskauer ROSE LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Proskauer related or affiliated entities both individually and professionally;

3635. MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.; Lewis Melzter - ("Meltzer"); Raymond Joao - ("Joao"); Frank Martinez - ("Martinez"); Kenneth Rubenstein - ("Rubenstein"); FULL LIST OF 34 Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. liable Partners; any other John Doe ("John Doe") Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. partner, affiliate, company, known or not known at this time; including but not limited to Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C.; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. related or affiliated entities both individually and professionally;

3636. FOLEY & LARDNER LLP; Ralf Boer ("Boer"); Michael Grebe ("Grebe"); Christopher Kise ("Kise"); William J. Dick - ("Dick"); Steven C. Becker - ("Becker"); Douglas Boehm - ("Boehm"); Barry Grossman - ("Grossman"); Jim Clark - ("Clark"); any other John Doe ("John Doe") Foley & Lardner partners, affiliates, companies, known or not known at this time; including *but not limited to Foley & Lardner; Partners, Associates, Of Counsel, Employees, Corporations,* Affiliates and any other Foley & Lardner related or affiliated entities both individually and professionally;

3637. Schiffrin & Barroway, LLP; Richard Schiffrin - ("Schiffrin"); Andrew Barroway - ("Barroway"); Krishna Narine - ("Narine"); any other John Doe ("John Doe") Schiffrin & Barroway, LLP partners, affiliates, companies, known or not known at this time; including but not limited to Schiffrin & Barroway, LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Schiffrin & Barroway, LLP related or affiliated entities both individually and professionally;

3638. Blakely Sokoloff Taylor & Zafman LLP; Norman Zafman - ("Zafman"); Thomas Coester - ("Coester"); Farzad Ahmini - ("Ahmini"); George Hoover - ("Hoover"); any other John Doe ("John Doe") Blakely Sokoloff Taylor & Zafman LLP partners, affiliates, companies, known or not known at this time; including but not limited to Blakely Sokoloff Taylor & Zafman LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Blakely Sokoloff Taylor & Zafman LLP related or affiliated entities both individually and professionally;

3639. Wildman, Harrold, Allen & Dixon LLP; Martyn W. Molyneaux - ("Molyneaux"); Michael Dockterman - ("Dockterman"); FULL LIST OF 198 Wildman, Harrold, Allen & Dixon LLP liable Partners; any other John Doe ("John Doe") Wildman, Harrold, Allen & Dixon LLP partners, affiliates, companies, known or not known at this time; including but not limited to Wildman, Harrold, Allen & Dixon LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Wildman, Harrold, Allen & Dixon LLP related or affiliated entities both individually and professionally;

3640. Christopher & Weisberg, P.A.; Alan M. Weisberg - ("Weisberg"); any other John Doe ("John Doe") Christopher & Weisberg, P.A. partners, affiliates, companies, known or not known at this time; including but not limited to Christopher & Weisberg, P.A.; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Christopher & Weisberg, P.A. related or affiliated entities both individually and professionally;

3641. YAMAKAWA INTERNATIONAL PATENT OFFICE; Masaki Yamakawa - ("Yamakawa"); any other John Doe ("John Doe") Yamakawa International Patent Office partners, *affiliates, companies, known or not known at this time; including but not limited to Yamakawa* International Patent Office; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Yamakawa International Patent Office related or affiliated entities both individually and professionally;

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3642. GOLDSTEIN LEWIN & CO.; Donald J. Goldstein - ("Goldstein"); Gerald R. Lewin - ("Lewin"); Erika Lewin - ("E. Lewin"); Mark R. Gold; Paul Feuerberg; Salvatore Bochicchio; Marc H. List; David A. Katzman; Robert H. Garick; Robert C. Zeigen; Marc H. List; Lawrence A. Rosenblum; David A. Katzman; Brad N. Mciver; Robert Cini; any other John Doe ("John Doe") Goldstein & Lewin Co. partners, affiliates, companies, known or not known at this time; including but not limited to Goldstein & Lewin Co.; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Goldstein & Lewin Co. related or affiliated entities both individually and professionally;

3643. INTEL Corporation;

3644. Silicon Graphics Inc.;

3645. Lockheed Martin Corporation;

3646. Real 3D, Inc. (SILICON GRAPHICS, INC., LOCKHEED MARTIN & INTEL) & RYJO; Gerald Stanley - ("Stanley"); Ryan Huisman - ("Huisman"); RYJO - ("RYJO"); Tim Connolly - ("Connolly"); Steve Cochran; David Bolton; Rosalie Bibona - ("Bibona"); Connie Martin; Richard Gentner; Steven A. Behrens; Matt Johannsen; any other John Doe ("John Doe") Intel, Real 3D, Inc. (Silicon Graphics, Inc., Lockheed Martin & Intel) & RYJO partners, affiliates, companies, known or not known at this time; including but not limited to Intel, Real 3D, Inc. (Silicon Graphics, Inc., Lockheed Martin & Intel) & RYJO; Employees, Corporations, Affiliates and any other Intel, Real 3D, Inc. (Silicon Graphics, Inc., Lockheed Martin & Intel) & RYJO related or affiliated entities, and any successor companies both individually and professionally;

3647. Tiedemann Investment Group; Bruce T. Prolow ("Prolow"); Carl Tiedemann ("C. Tiedemann"); Andrew Philip Chesler; Craig L. Smith; any other John Doe ("John Doe") Tiedemann Investment Group partners, affiliates, companies, known or not known at this time; including but not limited to Tiedemann Investment Group and any other Tiedemann Investment Group related or affiliated entities both individually and professionally;

3648. Crossbow Ventures / Alpine Partners; Stephen J. Warner - ("Warner"); Rene P. Eichenberger - ("Eichenberger"); H. Hickman Hank Powell - ("Powell"); Maurice Buchsbaum - ("Buchsbaum"); Eric Chen - ("Chen"); Avi Hersh; Matthew Shaw - ("Shaw"); Bruce W. Shewmaker - ("Shewmaker"); Ravi M. Ugale - ("Ugale"); any other John Doe ("John Doe") Crossbow Ventures / Alpine Partners partners, affiliates, companies, known or not known at this time; including but not limited to Crossbow Ventures / Alpine Partners and any other Crossbow Ventures / Alpine Partners related or affiliated entities both individually and professionally;

3649. BROAD & CASSEL; James J. Wheeler - ("J. Wheeler"); Kelly Overstreet Johnson - ("Johnson"); any other John Doe ("John Doe") Broad & Cassell partners, affiliates, companies, known or not known at this time; including but not limited to Broad & Cassell and any other Broad & Cassell related or affiliated entities both individually and professionally;

3650. FORMER IVIEWIT MANAGEMENT & BOARD; Brian G. Utley/Proskauer Referred Management - ("Utley"); Raymond Hersh - ("Hersh")/; Michael Reale - ("Reale")/Proskauer Referred Management; Rubenstein/Proskauer Rose Shareholder in Iviewit - Advisory Board; Wheeler/Proskauer Rose Shareholder in Iviewit - Advisory Board; Dick/Foley & Lardner - Advisory Board, Boehm/Foley & Lardner - Advisory Board; Becker/Foley & Lardner; Advisory Board; Joao/Meltzer Lippe Goldstein Wolfe & Schlissel - Advisory Board; Kane/Goldman Sachs - Board Director; Lewin/Goldstein Lewin - Board Director; Ross Miller, Esq. ("Miller"), Prolow/Tiedemann Prolow II - Board Director; Powell/Crossbow Ventures/Proskauer Referred Investor - Board Director; Maurice Buchsbaum - Board Director; Stephen Warner - Board Director; Simon L. Bernstein – Board Director ("S. Bernstein"); any other John Doe ("John Doe") Former Iviewit Management & Board partners, affiliates, companies, known or not known at this time; including but not limited to Former Iviewit Management & Board and any other Former Iviewit Management & Board related or affiliated entities both individually and professionally;

3651. FIFTEENTH JUDICIAL CIRCUIT - WEST PALM BEACH FLORIDA; Judge Jorge LABARGA - ("Labarga"); any other John Doe ("John Doe") FIFTEENTH JUDICIAL CIRCUIT -

WEST PALM BEACH FLORIDA staff, known or not known to have been involved at the time. Hereinafter, collectively referred to as ("15C");

3652. THE SUPREME COURT OF NEW YORK APPELLATE DIVISION: FIRST JUDICIAL DEPARTMENT, DEPARTMENTAL DISCIPLINARY COMMITTEE; Thomas Cahill - ("Cahill"); Joseph Wigley - ("Wigley"); Steven Krane, any other John Doe ("John Doe") of THE SUPREME COURT OF NEW YORK APPELLATE DIVISION: FIRST JUDICIAL DEPARTMENT, DEPARTMENTAL DISCIPLINARY COMMITTEE staff, known or not known to have been involved at the time;

3653. THE FLORIDA BAR; Lorraine Christine Hoffman - ("Hoffman"); Eric Turner - ("Turner"); Kenneth Marvin - ("Marvin"); Anthony Boggs - ("Boggs"); Joy A. Bartmon - ("Bartmon"); Kelly Overstreet Johnson - ("Johnson"); Jerald Beer - ("Beer"); Matthew Triggs; Christopher or James Wheeler; any other John Doe ("John Doe") The Florida Bar staff, known or not known to have been involved at the time;

3654. MPEGLA, LLC. – Kenneth Rubenstein, Patent Evaluator; Licensors and Licensees, please visit www.mpegla.com for a complete list; Columbia University; Fujitsu Limited; General Instrument Corp; Lucent Technologies Inc.; Matsushita Electric Industrial Co., Ltd.; Mitsubishi Electric Corp.; Philips Electronics N.V. (Philips); Scientific Atlanta, Inc.; Sony Corp. (Sony); *EXTENDED LIST OF MPEGLA LICENSEES AND LICENSORS; any other John Doe* MPEGLA, LLC. Partner, Associate, Engineer, Of Counsel or Employee; any other John Doe ("John Doe") MPEGLA, LLC partners, affiliates, companies, known or not known at this time; including but not limited to MPEGLA, LLC and any other MPEGLA, LLC related or affiliated entities both individually and professionally;

3655. DVD6C LICENSING GROUP - Licensors and Licensees, please visit www.mpegla.com for a complete list; Toshiba Corporation; Hitachi, Ltd.; Matsushita Electric Industrial Co. Ltd.; Mitsubishi Electric Corporation; Time Warner Inc.; Victor Company Of Japan, Ltd.; EXTENDED DVD6C DEFENDANTS; any other John Doe DVD6C LICENSING GROUP Partner, Associate, Engineer, Of Counsel or Employee; any other John Doe ("John Doe") DVD6C LICENSING GROUP partners, affiliates, companies, known or not known at this time; including but not limited to DVD6C LICENSING GROUP and any other DVD6C LICENSING GROUP related or affiliated entities both individually and professionally;

3656. Harrison Goodard Foote incorporating Brewer & Son; Martyn Molyneaux, Esq. ("Molyneaux"); Any other John Doe ("John Doe") Harrison Goodard Foote (incorporating Brewer & Son) partners, affiliates, companies, known or not known at this time; including but not limited to Harrison Goodard Goote incorporating Brewer & Son and any other related or affiliated entities both individually and professionally;

3657. Lawrence DiGiovanna, Chairman of the Grievance Committee of the Second Judicial Department Departmental Disciplinary Committee;

3658. James E. Peltzer, Clerk of the Court of the Appellate Division, Supreme Court of the State of New York, Second Judicial Department; Diana Kearse, Chief Counsel to the Grievance Committee of the Second Judicial Department Departmental Disciplinary Committee;

3659. Houston & Shahady, P.A., any other John Doe ("John Doe") Houston & Shahady, P.A., affiliates, companies, known or not known at this time; including but not limited to Houston & Shahady, P.A. related or affiliated entities both individually and professionally;

3660. Furr & Cohen, P.A. any other John Doe ("John Doe") Furr & Cohen, P.A., affiliates, companies, known or not known at this time; including but not limited to Furr & Cohen, P.A. related or affiliated entities both individually and professionally;

3661. Moskowitz, Mandell, Salim & Simowitz, P.A., any other John Doe ("John Doe") Moskowitz, Mandell, Salim & Simowitz, P.A., affiliates, companies, known or not known at this time; including but not limited to Moskowitz, Mandell, Salim & Simowitz, P.A. related or affiliated entities both individually and professionally;

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3662. The Goldman Sachs Group, Inc., Donald G. Kane ("Kane"); any other John Doe ("John Doe") The Goldman Sachs Group, Inc. partners, affiliates, companies, known or not known at this time; including but not limited to The Goldman Sachs Group, Inc. and any other related or affiliated entities both individually and professionally;

3663. Sachs Saxs & Klein, PA any other John Doe ("John Doe") Sachs Saxs & Klein, PA, affiliates, companies, known or not known at this time; including but not limited to Sachs Saxs & Klein, PA related or affiliated entities both individually and professionally;

3664. Huizenga Holdings Incorporated any other John Doe ("John Doe") Huizenga Holdings Incorporated affiliates, companies, known or not known at this time; including but not limited to Huizenga Holdings Incorporated related or affiliated entities both individually and professionally;

3665. *Davis Polk & Wardell*;

3666. Ropes & Gray LLP;

3667. Sullivan & Cromwell LLP;

3668. P. Stephen Lamont, ("Lamont") a resident of the State of New York, and former Chief Executive Officer (Acting) of Iviewit Holdings, Inc. and all of its affiliates and subsidiaries;

3669. SKULL AND BONES;

3670. The Russell Trust Co.;

3671. Yale Law School;

3672. Council on Foreign Relations;

3673. The Bilderberg Group;

3674. The Federalist Society;

3675. The Bradley Foundation;

3676. STATE OF NEW YORK;

3677. THE OFFICE OF COURT ADMINISTRATION OF THE UNIFIED COURT SYSTEM;

3678. STEVEN C. KRANE in his official and individual Capacities for the New York State Bar Association and the Appellate Division First Department Departmental disciplinary Committee, and, his professional and individual capacities as a Proskauer partner;

3679. ESTATE OF STEPHEN KAYE, in his professional and individual capacities;

3680. MATTHEW M. TRIGGS in his official and individual capacity for The Florida Bar and his professional and individual capacities as a partner of Proskauer;

3681. JON A. BAUMGARTEN, in his professional and individual capacities;

3682. SCOTT P. COOPER, in his professional and individual capacities;

3683. BRENDAN J. O'ROURKE, in his professional and individual capacities;

3684. LAWRENCE I. WEINSTEIN, in his professional and individual capacities;

3685. WILLIAM M. HART, in his professional and individual capacities;

3686. DARYN A. GROSSMAN, in his professional and individual capacities;

3687. JOSEPH A. CAPRARO JR., in his professional and individual capacities;

3688. JAMES H. SHALEK; in his professional and individual capacities;

3689. GREGORY MASHBERG, in his professional and individual capacities;

3690. JOANNA SMITH, in her professional and individual capacities;

3691. TODD C. NORBITZ, in his professional and individual capacities;

3692. ANNE SEKEL, in his professional and individual capacities;

3693. JIM CLARK, in his professional and individual capacities;

3694. STATE OF FLORIDA, OFFICE OF THE STATE COURTS ADMINISTRATOR, FLORIDA;

3695. FLORIDA SUPREME COURT;

3696. HON. CHARLES T. WELLS, in his official and individual capacities;

3697. HON. HARRY LEE ANSTEAD, in his official and individual capacities;

3698. HON. R. FRED LEWIS, in his official and individual capacities;

3699. HON. PEGGY A. QUINCE, in his official and individual capacities;

3700. HON. KENNETH B. BELL, in his official and individual capacities;

3701. THOMAS HALL, in his official and individual capacities;
3702. DEBORAH YARBOROUGH in her official and individual capacities;
3703. DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – FLORIDA;
3704. CITY OF BOCA RATON, FLA.;
3705. ROBERT FLECHAUS in his official and individual capacities;
3706. ANDREW SCOTT in his official and individual capacities;
3707. PAUL CURRAN in his official and individual capacities;
3708. MARTIN R. GOLD in his official and individual capacities;
3709. SUPREME COURT OF NEW YORK APPELLATE DIVISION FIRST DEPARTMENT;
3710. CATHERINE O'HAGIEN WOLFE in her official and individual capacities;
3711. HON. ANGELA M. MAZZARELLI in her official and individual capacities;
3712. HON. RICHARD T. ANDRIAS in his official and individual capacities;
3713. HON. DAVID B. SAXE in his official and individual capacities;
3714. HON. DAVID FRIEDMAN in his official and individual capacities;
3715. HON. LUIZ A. GONZALES in his official and individual capacities;
3716. SUPREME COURT OF NEW YORK APPELLATE DIVISION SECOND JUDICIAL DEPARTMENT;
3717. SUPREME COURT OF NEW YORK APPELLATE DIVISION SECOND DEPARTMENT DEPARTMENTAL DISCIPLINARY COMMITTEE;
3718. HON. A. GAIL PRUDENTI in her official and individual capacities;
3719. HON. JUDITH S. KAYE in her official and individual capacities;
3720. STATE OF NEW YORK COMMISSION OF INVESTIGATION;
3721. ANTHONY CARTUSCIELLO in his official and individual capacities;
3722. LAWYERS FUND FOR CLIENT PROTECTION OF THE STATE OF NEW YORK;
3723. OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK;
3724. ELIOT SPITZER in his official and individual capacities, as both former Attorney General for the State of New York, and, as former Governor of the State of New York;
3725. ANDREW CUOMO in his official and individual capacities, as both former Attorney General for the State of New York, and, as current Governor of the State of New York;
3726. Steven M. Cohen in his official and individual capacities, as both former Chief of Staff to Attorney General Andrew Cuomo for the State of New York, and, as current Secretary to the Governor of the State of New York;
3727. Emily Cole, in her official and individual capacities, as an employee of Steven M. Cohen for the Governor Cuomo of the State of New York;
3728. COMMONWEALTH OF VIRGINIA;
3729. VIRGINIA STATE BAR;
3730. ANDREW H. GOODMAN in his official and individual capacities;
3731. NOEL SENGEL in her official and individual capacities;
3732. MARY W. MARTELINO in her official and individual capacities;
3733. LIZBETH L. MILLER, in her official and individual capacities;
3734. MPEGLA LLC; LAWRENCE HORN, in his professional and individual capacities;
3735. INTEL CORP.; LARRY PALLEY, in his professional and individual capacities;
3736. SILICON GRAPHICS, INC.;
3737. LOCKHEED MARTIN Corp;
3738. EUROPEAN PATENT OFFICE;
3739. *ALAIN POMPIDOU in his official and individual capacities;*
3740. WIM VAN DER EIJK in his official and individual capacities;
3741. LISE DYBDAHL in her official and personal capacities;
3742. DIGITAL INTERACTIVE STREAMS, INC.;
3743. ROYAL O'BRIEN, in his professional and individual capacities;

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3744. HUIZENGA HOLDINGS INCORPORATED, WAYNE HUIZENGA, in his professional and individual capacities;
3745. WAYNE HUIZENGA, JR., in his professional and individual capacities;
3746. BART A. HOUSTON, ESQ. in his professional and individual capacities;
3747. BRADLEY S. SCHRAIBERG, ESQ. in his professional and individual capacities;
3748. WILLIAM G. SALIM, ESQ. in his professional and individual capacities;
3749. BEN ZUCKERMAN, ESQ. in his professional and individual capacities;
3750. SPENCER M. SAX, in his professional and individual capacities;
3751. ALBERTO GONZALES in his official and individual capacities;
3752. JOHNNIE E. FRAZIER in his official and individual capacities;
3753. IVIEWIT, INC., a Florida corporation;
3754. IVIEWIT, INC., a Delaware corporation;
3755. IVIEWIT HOLDINGS, INC., a Delaware corporation (f.k.a. Uview.com, Inc.);
3756. UVIEW.COM, INC., a Delaware corporation;
3757. IVIEWIT TECHNOLOGIES, INC., a Delaware corporation (f.k.a. Iviewit Holdings, Inc.);
3758. IVIEWIT HOLDINGS, INC., a Florida corporation;
3759. *IVIEWIT.COM, INC., a Florida corporation;*
3760. I.C., INC., a Florida corporation;
3761. IVIEWIT.COM, INC., a Delaware corporation;
3762. IVIEWIT.COM LLC, a Delaware limited liability company;
3763. IVIEWIT LLC, a Delaware limited liability company;
3764. IVIEWIT CORPORATION, a Florida corporation;
3765. IBM CORPORATION;

TO BE ADDED NEW DEFENDANTS IN THE RICO & ANTITRUST LAWSUIT THROUGH AMENDMENT OR IN ANY ANTICIPATED FUTURE LITIGATIONS AND CRIMINAL FILINGS:

3766. Justice Richard C. Wesley in his official and individual capacities,
3767. Justice Peter W. Hall in his official and individual capacities,
3768. Justice Debra Ann Livingston in her official and individual capacities,
3769. Justice Ralph K. Winter in his official and individual capacities,
3770. P. Stephen Lamont, (Questions about Lamont's filings on behalf of others and more already filed with criminal authorities and this Court has already been notified in Motion of the alleged fraudulent activities of Lamont)
3771. Alan Friedberg, in his official and individual capacities,
3772. Roy Reardon, in his official and individual capacities,
3773. Martin Glenn, in his official and individual capacities,
3774. Warner Bros. Entertainment, (Already named in the lawsuit since the amended complaint filed)
3775. Time Warner Communications, (Already named in the lawsuit since the amended complaint filed)
3776. AOL Inc., (Already named in the lawsuit since the amended complaint filed)
3777. Ropes & Gray,
3778. Stanford Financial Group. (This Court has already been notified in Motion of the alleged *fraudulent activities of Stanford Financial Group relating directly to Defendants in this Lawsuit)*
3779. Bernard L. Madoff et al. (This Court has already been notified in Motion of the alleged fraudulent activities of Bernard L. Madoff et al. relating directly to Defendants in this Lawsuit)

3780. Marc S. Dreier, (Already named Defendant in the lawsuit since the amended complaint filed. This Court has already been notified in Motion of the alleged fraudulent activities of Marc S. Dreier relating directly to Defendants in this Lawsuit Bernard L. Madoff et al.)

3781. Sony Corporation, (Already named Defendant in the lawsuit since the amended complaint filed)

3782. AT&T Corp. (Already named Defendant in the lawsuit since the amended complaint filed)

3783. Ernst & Young, (Already named Defendant in the lawsuit since the amended complaint filed)

3784. Arthur Andersen, (Already named Defendant in the lawsuit since the amended complaint filed)

3785. Enron et al. (Already named Defendant in the lawsuit since the amended complaint filed)

3786. White and Case LLP,

3787. Obsidian Finance Group,

3788. Kevin D. Padrick, Esq., in his individual and professional capacities,

3789. David W. Brown, Esq., in his individual and professional capacities,

3790. Tonkon Torp LLP, any other John Doe ("John Doe") Tonkon Torp LLP partner, affiliate, company, known or not known at this time; including but not limited to Tonkon Torp LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Tonkon Torp LLP related or affiliated entities both individually and professionally;

3791. David S. Aman, Esq. in his individual and professional capacities,

3792. Steven M. Wilker, Esq. in his individual and professional capacities,

3793. Robyn R. Aoyagi, Esq. in her individual and professional capacities,

3794. Miller Nash LLP, any other John Doe ("John Doe") Miller Nash LLP partner, affiliate, company, known or not known at this time; including but not limited to Miller Nash LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Miller Nash LLP related or affiliated entities both individually and professionally;

3795. Perkins Coie Trust Company LLC, any other John Doe ("John Doe") Perkins Coie Trust Company LLC partner, affiliate, company, known or not known at this time; including but not limited to Perkins Coie Trust Company LLC; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any other Perkins Coie Trust Company LLC related or affiliated entities both individually and professionally;

3796. Sussman Shank LLP any other John Doe ("John Doe") Sussman Shank LLP partner, affiliate, company, known or not known at this time; including but not limited to Sussman Shank LLP; Partners, Associates, Of Counsel, Employees, Corporations, Affiliates and any Sussman Shank LLP related or affiliated entities both individually and professionally;

3797. DOJ Trustee Pamela Griffith,

3798. John and Jane Doe's 1-5000 inclusive, said names being fictitious, it being the intention of the Plaintiffs to designate any and all entities involved in the acts of malfeasance alleged herein, the true names of the fictitious Defendants are otherwise unknown at the present time and willbe supplemented by amendment when ascertained,

Defendants – Appellees

ON APPEAL FROM THE UNITED STATES DISTRICT COURT

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CONFLICT OF INTEREST DISCLOSURE FORM

CIRCUIT COURT FOR PALM BEACH COUNTY, FL

FOR THE SOUTHERN DISTRICT OF NEW YORK
CASE 07 CIV. 11196 (SHIRA ANNE SCHEINDLIN)

LEGALLY RELATED CASE BY FEDERAL JUDGE SHIRA A. SCHEINDLIN
TO:
(07 CIV. 9599) (SAS-AJP) CHRISTINE C. ANDERSON V. THE STATE OF NEW YORK, ET AL.

CASES SEEKING OR RELATED TO ANDERSON:

1. 08-4873-CV UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT DOCKET - BERNSTEIN, ET AL. V APPELLATE DIVISION FIRST DEPARTMENT DISCIPLINARY COMMITTEE, ET AL. - TRILLION DOLLAR LAWSUIT
2. CAPOGROSSO V NEW YORK STATE COMMISSION ON JUDICIAL CONDUCT, ET AL.
3. ESPOSITO V THE STATE OF NEW YORK, ET AL.
4. MCKEOWN V THE STATE OF NEW YORK, ET AL.
5. RELATED CASES @ US DISTRICT COURT - SOUTHERN DISTRICT NY
6. 07CV09599 ANDERSON V THE STATE OF NEW YORK, ET AL. - WHISTLEBLOWER LAWSUIT WHICH OTHER CASES HAVE BEEN MARKED LEGALLY "RELATED" TO BY FED. JUDGE SHIRA A. SCHEINDLIN
7. 07CV11196 BERNSTEIN, ET AL. V APPELLATE DIVISION FIRST DEPARTMENT DISCIPLINARY COMMITTEE, ET AL.
8. 07CV11612 ESPOSITO V THE STATE OF NEW YORK, ET AL.
9. 08CV00526 CAPOGROSSO V NEW YORK STATE COMMISSION ON JUDICIAL CONDUCT, ET AL.
10. 08CV02391 MCKEOWN V THE STATE OF NEW YORK, ET AL.
11. 08CV02852 GALISON V THE STATE OF NEW YORK, ET AL.
12. 08CV03305 CARVEL V THE STATE OF NEW YORK, ET AL.
13. 08CV4053 GIZELLA WEISSHAUS V THE STATE OF NEW YORK, ET AL.
14. 08CV4438 SUZANNE MCCORMICK V THE STATE OF NEW YORK, ET AL.
15. 08 CV 6368 JOHN L. PETREC-TOLINO V. THE STATE OF NEW YORK
16. 06CV05169 MCNAMARA V THE STATE OF NEW YORK, ET AL.

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EXHIBIT 31 – TRIPP SCOTT BILL



Tripp Scott, P.A.
110 Southeast 6th Street
15th Floor
Fort Lauderdale, Florida 33301
*Telephone (954) 525-7500 * Fax (954) 761-8475*
Tax ID 59-2624630

January 31, 2013

Elliot Bernstein
2753 NW 34th Street
Boca Raton FL 33434

Account No: [redacted]
Statement No: 1

E/O Shirley Bernstein & Estate Leon Bernstein

Duplicate

		Hours
11/07/2012		
JCJ	[redacted]	0.70
CTY	Call to Spallina re: documents.	0.20
11/08/2012		
CTY	Preparation of letter.	0.50
11/09/2012		
JCJ	Review correspondence from Eliot; Draft correspondence to R. Spillina, Esq.	1.30
11/27/2012		
CAK	Prepare follow up correspondence to Mr. Spallina.	0.40
12/12/2012		
JCJ	Preparation for telephone conference.	0.50
12/13/2012		
CTY	Further review of documents.	0.60
12/18/2012		
CTY	Further review of documents.	0.80
CTY	Conference call with Spallina regarding both Bernstein Estates; correspondence to client regarding same.	0.90
12/19/2012		
CTY	Review of correspondence regarding meeting.	0.20
12/21/2012		
CTY	Conference call with Spallina and family; call with [redacted] rior to call.	1.20
01/09/2013		
CTY	Conference with Spallina regarding status of documents; conference with [redacted] regarding status.	0.50

Elliot Bernstein

Account No: [redacted]
Statement No: 1

E/O Shirley Bernstein & Estate Leon Bernstein

			Hours	
01/15/2013				
	CTY	Further review of documents.	1.10	
01/16/2013				
	CTY	Review of Docs from Spallina.	1.20	
01/22/2013				
	CTY	Preparation for meeting; research regarding property records and court records.	2.50	
01/23/2013				
	JCJ	Initial preparation of letters to R. Spallina; review dockets.	0.60	
	CTY	[redacted]	2.50	
01/24/2013				
	JCJ	Draft correspondence to R. Spallina regarding Waivers; draft correspondence to R. Spallina regarding requested documents; review Shirley Trust; review Simon Trust; review dockets for estate litigation.	2.20	
		For Current Services Rendered	17.90	5,649.00

[redacted]

Recapitulation

Timekeeper	Hours	Rate	Total
Christine T. Yates	12.20	$350.00	$4,270.00
Cindy A Kronen	0.40	135.00	54.00
Jaqueline C. Johnson	5.30	250.00	1,325.00

Total Current Work	5,649.00
Balance Now Due	$5,649.00

Due upon receipt

Tripp Scott, P.A.
110 Southeast 6th Street
15th Floor
Fort Lauderdale, Florida 33301
Telephone (954) 525-7500 * Fax (954) 761-8475
Tax ID 59-2624630

Elliot Bernstein
2753 NW 34th Street
Boca Raton FL 33434

February 28, 2013
Account No: [redacted]
Statement No: 2

E/O Shirley Bernstein & Estate Leon Bernstein



Duplicate

	Previous Balance	$5,649.00
		Hours
02/01/2013 JCJ	[redacted]	0.80
02/04/2013 CTY	Correspondence for call; preparation for call with Spallina regarding Insurance issues; [redacted]	1.00
02/05/2013 JCJ	[redacted]	0.40
CTY	Conference with Spallina regarding Trust issues for children and mortgage; correspondence to Spallina regarding mortgage documents; [redacted]	1.20
02/06/2013 JCJ	Draft revised retainer; draft revised Conflict Letter and Limit Scope of Engagement; draft letter to Trustee requesting documents.	2.10
02/07/2013 JCJ	Further draft revised retainer; further draft conflict letter; further draft letter to trustee; further draft letter to Spallina.	2.50
CTY	Review of correspondence from Spallina; conference call with Spallina regarding Mortgage issues; review of HUD and wire transfer.	1.20
02/08/2013 CTY	[redacted]	0.60
SAM		0.10
02/11/2013 JCJ	[redacted]	0.80
02/12/2013 JCJ	Draft final revisions to letter.	0.20
SAM	Review notes; correspondence; email.	0.50

Elliot Bernstein

February 28, 2013

Account No: [redacted]
Statement No: 2

E/O Shirley Bernstein & Estate Leon Bernstein

		Hours	
02/13/2013 SAM	Review notes; emails; correspondence.		
02/14/2013 CTY	Preparation of letter to Proskauer and Folley and Lardner regarding request for documents.	0.50	
02/25/2013 CTY	[redacted]	0.50	
	For Current Services Rendered	12.40	3,534.00

Recapitulation

Timekeeper	Hours	Rate	Total
Christine T. Yates	5.00	$350.00	$1,750.00
Sharon A. Marks	0.60	140.00	84.00
Jaqueline C. Johnson	6.80	250.00	1,700.00

Total Current Work	3,534.00
Balance Now Due	$9,183.00

Past Due Amounts

0-30	31-60	61-90	91-120	121-180	181+
9,183.00	0.00	0.00	0.00	0.00	0.00

Due upon receipt

Final Statement Run Totals 01/31/2013

Statements Printed:	1
Hours:	17.90
Fees:	5,649.00



EXHIBIT 32 – LEGAL SERVICE RETAINER LETTER FOR PETITIONER REPRESENTATION PERSONALLY

CLARK ‖ SKATOFF PA

JEFFREY H. SKATOFF*
ANYA M. VAN VEEN†
D.W. "CRAIG" DREYER*‡
JORDAN R. HAMMER ł

2925 PGA BLVD, SUITE103
PALM BEACH GARDENS, FL 33410
TELEPHONE: 561-842-4868
FAX: 561-842-6244

RETIRED
RICHARD E. CLARK

*MASTER OF LAWS IN TAXATION
†ALSO ADMITTED IN CALIFORNIA
‡ALSO ADMITTED IN OHIO
ł ALSO ADMITTED IN ILLINOIS

March 1, 2013

Sent via email: iviewit@iviewit.tv

Mr. Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Re: Estate and Trusts of Simon L. Bernstein

Dear Mr. Bernstein:

Thank you for considering Clark Skatoff PA to represent you. This Engagement Agreement ("Agreement") will set forth the terms and conditions under which we will represent you. This Agreement also sets forth your responsibilities to Clark Skatoff PA.

1. **Identification of Parties**. This Agreement is made between Clark Skatoff PA (hereinafter referred to as "Attorney") and Eliot Bernstein (hereinafter referred to as "Client").

2. **Legal Services to Be Provided**. Attorney shall represent Client as a beneficiary with respect to the estate and trusts of Simon L. Bernstein. These services shall be referred to as the ("Matter").

3. **Responsibilities of Client**. Client will make full and complete disclosure to Attorney at all times of all of Client's activities as they relate to the Matter. Client will be truthful and cooperative with Attorney and will furnish Attorney with accurate information requested by Attorney. Client will make any payments required by this Agreement in a timely manner.

4. **Legal Fees**. Legal Fees shall be billed hourly, in increments of six minutes. For any day that a professional works on the Matter, the minimum time billed will be for

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4. **Legal Fees.** Legal Fees shall be billed hourly, in increments of six minutes. For any day that a professional works on the Matter, the minimum time billed will be for twelve minutes. Jeffrey H. Skatoff, Esq. time shall be billed at $400 per hour, associate attorney time shall be billed at $350 per hour, and paralegal time shall be billed at $150 per hour.

Given the complexity of maintaining case files in probate and/or trust matters, paralegals and legal clerks will be billing for a portion of the effort incurred in maintaining orderly files and indexing. Our office uses a team approach on our matters to staff any necessary projects appropriately and to deliver the best possible result. When possible, less experienced attorneys will work on the Matter, supervised by senior attorneys and partners. Therefore, you will be regularly billed for internal conferences between attorneys and between attorneys and paralegals, as well as for partner and senior attorney time spent reviewing work prepared by less experienced attorneys. This team approach ultimately results in reduced fees for the Client and a superior work product.

We bill for all time expended on your matter, including telephone calls and responding to emails. We also bill for travel time to and from court and depositions, unless arrangements are otherwise made.

5. **Retainer & Payment.** A retainer in the amount of $25,000.00 shall be required. Client shall replenish the retainer as required so that it maintains a positive balance at all times. Attorney may withdraw from the Matter if a positive balance is not kept, in addition to all other reasons pursuant to which Attorney may withdraw. All outstanding Legal Fees and Costs and Expenses are due and payable upon receipt of an invoice. Unpaid balances shall accrue interest at the rate of One Percent (1%) per month. Should Attorney be required to pursue a collection action against Client, Client agrees to pay the reasonable costs of such collection, including attorney fees.

6. **Costs and Expenses.** Client shall bear full responsibility for all court costs and out-of-pocket expenses, including, but not limited to, travel, expert witness fees, copying, postage, and deposition and court transcription fees to be paid from Client's distribution. While we do not normally charge for copying letters and routine documents, we do charge for copying large documents, court filings, discovery, and for documents that need to be sent to multiple parties. Our current copying charge is $0.30 per copy. We also charge Westlaw access (legal research service) for searches performed outside our standard subscription, which are Florida state cases.

7. **Collection and Lien Rights.** Client agrees to authorize and direct payment from the Estate of all Costs & Expenses as they are incurred in the event Client has not advanced such amounts to Attorney. Client agrees to sell property, including Estate property, as is reasonably necessary to allow Attorney to recover Legal Fees earned under this Agreement and other sums owing to Attorney under this Agreement. Client authorizes any recovery from the Matter payable to Client, whether it be an

inheritance, creditor claim, or other amount ("Gross Recovery") to be paid into Attorney's Trust Account to ensure payment to Attorney of unpaid Legal Fees and all other sums owing to Attorney under this Agreement. Client shall execute any documents reasonably necessary to allow the Gross Recovery to be paid into Attorney's Trust Account, including, but not limited to, a power of attorney or an assignment agreement. **Client expressly grants to Attorney a lien on any portion of the Gross Recovery, whether or not paid into Attorney's Trust Account, in an amount necessary to allow Attorney to recover Legal Fees earned under this**

Agreement and other sums owing to Attorney under this Agreement. These disposition, collection, and lien rights are cumulative to any other remedies that Attorney may have to collect Legal Fees and other amounts.

8. **Work Product.** During the course of this Agreement, Client may provide Attorney with documents or other items which will be maintained in Attorney's file. All of Attorney's work product will be owned by Attorney. However, Client will retain title to Client's original documents.

9. **Storage of Files.** Any and all documents or items received by Attorney in relation to the Matter will be maintained by Attorney for a period of two (2) years after the termination of representation or conclusion of the matter, whichever occurs first. After two (2) years, Client's file will be destroyed.

10. **Commencement of Representation.** Attorney will commence representation of Client with respect to the Matter immediately upon receipt of this signed agreement and receipt of any required retainer.

Client certifies that Client has read, understood and agreed to these terms as provided above.

If the terms set forth in this letter are acceptable, please sign, date and return this letter to the office along with any required retainer. Thank you and I look forward to working with you.

Very Truly Yours,

Jeffrey Skatoff, Esq.

AGREED: _____, 2013.
(Please Date)

_____
Eliot Bernstein

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