

Sept. 13, 2013 Hearing Notes

1. Want Certified Documents - Accountings, Inventories, Trusts, Wills, Attorney Fees Accountings, etc. ordered to be given in set time to beneficiaries and interested parties of Shirley's estate.
2. Want Personal Representatives Removed and Successor Trustee Removed for Breach of Fiduciary
3. Freeze Estates until court can determine who beneficiaries and PR is to be and in interim turn all assets over to Court control
4. Order Family Allowance and Interim Distribution to EIB and family until Court can resolve.
5. Order Bonding and Legal Fees for analysis of forged and fraudulent documents etc to those who committed the criminal acts.
6. Order counsel for the grandchildren since the children are in conflict with their children over whom the beneficiaries ultimately will be.

CERTIFIED DOCUMENTS

7. TSPA, Spallina, Tescher and TSB have suppressed and denied beneficiaries estate documents upon repeated request for over a year and half. Including suppressing and denying information requested by counsel retained for EIB's three minor children and himself upon repeated request.
8. TSPA, Spallina and Tescher have submitted through their employee and legal assistant Moran Forged and Fraudulent documents to this Court and therefore should be removed instantly from any professional and fiduciary capacities they have in the estate, including as attorneys for the estate. Due to these felony crimes admitted to by Moran, all documents and records drafted and executed by TSPA, Tescher, Spallina, Moran and Baxley must now be examined for further evidence of Fraud and Forgery.

TSB REMOVAL AS SUCCESSOR TRUSTEE IN SHIRLEY ESTATE

9. Conflict of Interest
 - a. With Stansbury suit where he is a named defendant and assets of this estate are being attached and he has been accused of check forgery and fraud. That TSB may be paying for his personal legal counsel for these claims against the estates through estate funds.
 - b. That TSB did not properly notify the beneficiaries of his alleged Successor Trustee role in Shirley and did not provide copies of all the trusts and other documents when requested.
 - c. With TSPA, Spallina & Tescher as outlined in Petition 1
 - d. With the beneficiaries. At the time TSB is alleged to be a Successor Trustee in Shirley estate, he had been completely disinherited from the estates and did not have an interest in the estates. However, when the alleged deathbed changes that are being contested in the estate of Simon, TSB now has conflicting interests with the prior beneficiaries, as his children became alleged beneficiaries in the alleged changes.
10. Breaches of Fiduciary Responsibilities and Trust

- a. Has worked to liquidate assets of the estates with knowledge or consent of certain beneficiaries and their counsel and after being requested to make no transactions without prior consent relating to real estate and insurance and more.
- b. He has worked together with others to the disadvantage of EIB in secreted meetings.

TSPA, SPALLINA AND TESCHER REMOVAL

11. Conflicts of Interest
12. Lack of duty and care to protect beneficiaries
13. Filing Fraudulent and Forged documents with this Court

FREEZE ESTATE AND HAVE ALL ASSETS TURNED OVER TO THE COURT INSTANTLY

ORDER EMERGENCY RELIEF (INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE) FOR EIB AND EIB MINOR CHILDREN BENEFICIARIES AS THEY ARE IN INSTANT GRAVE DANGER FINANCIALLY CAUSED BY TSPA, SPALLINA AND TESCHER WITH SCIENTER

ORDER BONDING OR OTHER RELIEF BE SECURED FOR THE ADMITTED AND ACKNOWLEDGED CRIMES BY TSPA AND MORAN

ORDER ALL PARTIES TO RETAIN NON CONFLICTED COUNSEL

14. Who is representing who before the Court?
 - a. TSPA, Tescher and Spallina, are they representing the estate, or representing the Personal Representatives themselves and are they represented by counsel professionally and individually.
15. Are the alleged beneficiaries all represented by independent counsel and who is the counsel for all grandchildren's interests? EIB's children/grandchildren are not represented by independent counsel because counsel quit due to abuse by Spallina.

Regarding the Waivers Signed and the Waiver then Forged and Fraudulently submitted by TSPA to Court

16. That Simon was astonished to learn that EIB a beneficiary of Shirley's estate had received no documents regarding his inheritance from TSPA and told EIB to address the missing documents in the meeting.
17. That at the meeting, it was learned that the only beneficiaries of the estates at that time was Eliot, Jill and Lisa and Simon asked them if they would be willing to forfeit their inheritances and instead allow Simon to change the beneficiaries to his ten grandchildren instead and that he was making these changes to resolve problems whereby his grandchildren were being ransomed and withheld from him unless he made these changes being forced upon him.
18. That Spallina claimed at the meeting that he had advised Simon NOT to make the changes but that it appeared the only way to resolve the hostage situation.
19. That EIB stated that he would be more than willing to sign to relieve Simon of his pain anything that made him happy but could not make changes until reviewing the underlying documents to

both Shirley and Simon's estates. Spallina stated he would be sending that information along with some forms to sign and whereby EIB never got any of the underlying documents but received only a Waiver.

20. That as Simon had heart problems, EIB instantly signed and returned a Waiver but with an exclusion attached, "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..." Whereby EIB could not truthfully sign the document and affirm that the claims in it were true, without seeing any of the underlying documents, including but not limited to, the following statements in such alleged waivers.
 - a. 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.
 - b. Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
 - c. Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.
21. Where it was impossible to sign this document truthfully without seeing any of the documentation serving as basis for the claims in the Waiver but delaying such signature while waiting for TSPA to send the underlying documents to EIB could have caused Simon enough additional stress to have another heart attack and so Petitioner blindly signed wholly untruthful statements while being assured by TSPA that everything was on the way to make those claims true.
22. That at the meeting both Ted and Pam agreed to put aside their hostilities and that Simon would be able to again see his grandchildren. From that point in May until his death on Sept 13, 2013 however, EIB believes that Pam saw Simon once and her daughter never did and that Ted and his children remained distanced and that the relationship between Ted and Simon dissolved quickly from May forward, ending with them separating in business and Simon fleeing his office with Ted to work with his assistant's husband Scott Banks in a brand new venture, Telnet at a wholly different location from Ted, afraid of Ted.
23. Simon remained angry over this failure to resolve the problems and let him see his grandchildren and had even made statements that he was planning on cutting out all but EIB and his children from his estate if things did not turn around with them. That before EIB believes Simon could finalize any changes to the estates, as even after his death certain of his children had not sent in their Waivers ever and no documents had ever come from TSPA to the

beneficiaries, Simon went on a crash course to his death over a several week period when he was alleged to have made and signed documents filed with the Court. Simon was having brain scans, was having medicines changed and on a wild ride from healthy and traveling to virtually immobile, in pain, on pain medicines, during the time Wills and Trusts were supposedly signed and improperly and illegally notarized etc

24. That EIB was forced to retain counsel to try and secure the documents after Simon's death due to the continued suppression and denial of the documents in the estates.
25. That EIB's children counsel was unsuccessful at obtaining the documents after billing the children's educational trust funds to do so.
26. That EIB still remains missing key documents
27. That Spallina threatened EIB that he either signed documents and approved transactions without counsel or else he would take his children's paid for home that he could waive such action at his discretion and that he would not deal kindly with him and leave him nothing.
28. That once Spallina knew EIB had secured counsel he began to tell him that there was nothing in the estate left and he and his children would get nothing.
29. That Spallina had directed Oppenheimer trust to begin paying EIB family expenses despite knowing these were for school.
30. That Spallina had been paying the bills after Simon's death out of an account that was frozen by Legacy Bank after learning that checks were being written on an account only Simon had signatory power on.
31. That Spallina directed the Legacy Bank account transferred to Oppenheimer where he informed EIB that Oppenheimer was paying the bills.
32. Then EIB learned that instead of the Bernstein Family Realty LLC account paying the bills, Spallina had switched the payments to come from EIB's three minor children's school accounts.
33. That Spallina stated that he would replace and replenish the funds as needed until he could distribute the estates, knowing that he was to continue paying these life sustaining funds per the estate plans, as Simon and Shirley had prepared for such.
34. That Spallina then told Oppenheimer who sent a letter to get the funds replenished and replaced on August 28, 2013 to close the trusts and send the corpus to Ted Bernstein and if EIB did not sign releases and other documents that instantly Oppenheimer would cease payments for bills etc. and they would not be paid forward.
35. That as of August 28, 2013 the bills have not been being paid and reimbursements to Candice Bernstein have also not be repaid, leaving her with a balance of \$100.00 to pay for food, clothes, school, insurance and more and sending EIB and family into instant crises mode, defining the need for funds as an emergency.
36. That Oppenheimer has agreed to since that time to release back the reimbursements for this month and to retract their demand for releases.