LIST AS RESPONDENTS ALL CHILDREN AND GRANDCHILDREN AND SERVE THEM ALL

PUT IN PRO SE STUFF

That for Judicial Economies of Scale and to reduce costs being billed to the estate for these proceedings and thus possibly to the beneficiaries, ELIOT requests that the following several Motions be allowed in one pleading that defies possible conventions of the Court in page limits or any other limits to number of Motions included in one pleading by accepting this Motion and not forcing ELIOT to file a number of separate motions to conform to any Court limits that would cost in extra paper, mailing, service, etc. That due to the number of alleged crimes being committed by the fiduciaries in these matters the Motion may also be lengthy as it is hard to fit this many alleged crimes into a limited few pages being a Pro Se Litigant. This Court should admonish those Attorneys at Law that attempt to discredit my pleadings or myself for page length or other such nonsense in attempts to evade the facts and evidence in each Petition..

**INTRODUCTION**

**Prior unanswered Petitions in the Estate of Shirley BY RESPONDENTS**

1. That upon learning of a variety of alleged crimes being perpetrated in the estates of SIMON and SHIRLEY, ELIOT filed the following Petitions and Motions with this Court, which remain unanswered by any of the served parties:
	1. May 6, 2013 ELIOT filed Docket #23 an “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” (“Petition 1”).
		1. [www.iviewit.tv/20130506PetitionFreezeEstates.pdf](http://www.iviewit.tv/20130506PetitionFreezeEstates.pdf) 15th Judicial Florida Probate Court and
		2. [www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf](http://www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf) US District Court Pages 156-582
	2. May 29, 2013, ELIOT filed Docket #28 “RENEWED EMERGENCY PETITION” (“Petition 2”)
		1. [www.iviewit.tv/20130529RenewedEmergencyPetitionSIMON.pdf](http://www.iviewit.tv/20130529RenewedEmergencyPetitionSimon.pdf)
	3. June 26, 2013, ELIOT filed Docket #31 “MOTION TO: CONSIDER IN ORDINARY COURSE THE 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 FILED BY PETITIONER” (“Petition 3”)
		1. [www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSIMON.pdf](http://www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSimon.pdf)
	4. July 15, 2013, ELIOT filed Docket #32 “MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS” (“Petition 4”)
		1. [www.iviewit.tv/20130714MotionRespondPetitionSIMON.pdf](http://www.iviewit.tv/20130714MotionRespondPetitionSimon.pdf)
	5. July 24, 2013, ELIOT filed Docket #33 “MOTION TO REMOVE PERSONAL REPRESENTATIVES” **for insurance fraud and more**. (“Petition 5”)
		1. [www.iviewit.tv/20130724SIMONMotionRemovePR.pdf](http://www.iviewit.tv/20130724SimonMotionRemovePR.pdf)
	6. August 28, 2013, ELIOT filed Docket #TBD “NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS” (“Petition 6”)
		1. [www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf](http://www.iviewit.tv/20130828MotionFamilyAllowanceShirley.pdf)
	7. September 04, 2013, ELIOT filed Docket #TBD “NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE. (“Petition 7”)

[www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf](http://www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf) .

**THE ALLEGED CHANGES TO SIMON AND SHIRLEY’S BENEFICIARIES**

1. That SIMON and SHIRLEY were one of the happiest and most loving couples on earth and they gave their children everything from the moment they hit it big in 1970’s, maybe too much.
2. That SIMON was considering changing he and SHIRLEY’s estate beneficiaries from three children, ELIOT, IANTONI & FRIEDSTEIN to his ten grandchildren from his five children, the way he and SHIRLEY had designed it in 2008.
3. That it is alleged that TED and P. SIMON were also disinherited due to their pathetic and cruel behavior towards their parents in the waning years of their lives, the rift between them going on several years prior to SHIRLEY’s death until the day SIMON died, including isolating their very own children from their grandparents and torturing them.
4. That immediately after SHIRLEY died, TED and P. SIMON ceased seeing SIMON almost entirely and then recruited IANTONI and FRIEDSTEIN and together the four of them, like a gang of wolves began preying on SIMON, precluding their children and ALL OF THEM from seeing him to the day he died on September 13, 2012.
5. That disputes raged with SIMON and TED, P. SIMON, IANTONI and FRIEDSTEIN over SIMON’s companion, Maritza Puccio (“MARITZA”) leading all four other children to gang up on SIMON and MARITZA and boycotted them with their children, refusing to see him if he continued dating her, see Petition 1 for more details of this behavior that parallels elder abuse, for this broke SIMON’s heart, which already was pretty beaten physically from heart disease and this stress easily could have killed him.
6. That ELIOT refused to partake in the boycott and it was four against one.
7. That ELIOT remained close to his father after the death of SHIRLEY, as with the love birds that they were, he worried for the health of SIMON in her absence and never before had ELIOT witnessed his father in such pain. SIMON visited SHIRLEY after she passed almost every day that he was in Boca Raton, FL to his death, just hard to find lovers like that in this day and age.
8. That ELIOT was confronted by TED’s children who were sent to tell ELIOT that he was enabling SIMON by visiting him with his children weekly, as this was enabling SIMON to continue his relationship with MARITZA and they wanted ELIOT to stop and “TOUGH LOVE” his father and his children their grandfather and join the gang.
9. That ELIOT was appalled by learning that all other children and grandchildren were part of this isolation torture on SIMON and stated it was killing him and making him sad, depressed and physically weak and SIMON had a heart condition that this stress could kill him and to tell his brother TED that he was insane, as more fully described in Petition 1.
10. That On May 10, 2012 SIMON called for a meeting with his five children and SPALLINA & TESCHER to discuss the idea of ELIOT, IANTONI and FRIEDSTEIN giving up their inheritances in both estates and splitting it with the ten grandchildren instead, as SIMON was attempting to resolve disputes over his estate raised by TED and P. SIMON who had been disinherited entirely from the estates, as they had already been compensated with family businesses while SIMON and SHIRLEY were alive but now wanted more and wanted to be included in the estates.
11. That ELIOT was even unaware of what his inheritance was in SHIRLEY’s estate and that he was even a beneficiary, as estate counsel TSPA, TESCHER & SPALLINA secreted and failed to send him accountings, inventories or anything at all as required by law from when SHIRLEY passed in December 08, 2010, nearly 17 months later to the May 2010 meeting.
12. That when SIMON called ELIOT to inform him of the meeting to resolve the disputes with his other children, stating ELIOT was a beneficiary and therefore had to be at the meeting and ELIOT was surprised to learn he was beneficiary of SHIRLEY’s estate.
13. That SIMON too was surprised that ELIOT had not received documents from TSPA, TESCHER & SPALLINA regarding his inheritance and SIMON advised ELIOT to demand documents from TSPA, TESCHER & SPALLINA at the meeting and that nothing would go into effect from the meeting until ELIOT had a chance to review the documents he was to have been given already by law.
14. That at the meeting, SIMON expressed that he was attempting to resolve the disputes with his other children over the estate distributions and MARITZA and see his children and grandchildren again.
15. That ELIOT agreed to do whatever SIMON thought to be best and would go along with whatever he decided to do in the end to relieve the stress and allow him to see his seven other grandchildren and four other children again.
16. That TED and P. SIMON appeared to be hostile that they and their children were disinherited wholly from the estates of SIMON and SHIRLEY and claimed their businesses they inherited when SIMON was alive were not doing well and they wanted to be cut into the estates they had been wholly excluded from in the 2008 estate plans allegedly executed by both SIMON and SHIRLEY, however there are very few mistakes in the documenting of the 2008 Wills and Trusts done but further forensics will need to be done on them to see if any further fraudulent activity took place in those documents.
17. That P. SIMON had threatened SIMON with litigation for inheritance after SHIRLEY passed and this crushed SIMON even further.
18. That when everyone was asked if they agreed with the new strategy, ELIOT, IANTONI and FRIEDSTEIN, all agreed to do whatever was best for SIMON to relieve his stress and resolve the disputes.
19. That as SIMON had requested, ELIOT stated to TSPA, TESCHER and SPALLINA that he wanted to see the underlying documents of the estate that were owed to him as a beneficiary to review, so he could determine what he was signing away and granting to his children and the other grandchildren and the terms.
20. That TESCHER and SPALLINA stated that all the documents and some new documents would be sent explaining everything and for the beneficiaries to review in advance of any changes.
21. That SIMON’s disputes with his other children and grandchildren however did not end after the May 10, 2012 meeting as TED, P. SIMON, IANTONI and FRIEDSTEIN and their seven children continued the isolation torture against SIMON and in fact intensified their hate of MARITZA.
22. That SIMON’s four other children and their seven children maintained almost no contact whatsoever with SIMON after the May 10, 2012 meeting, violating any oral agreement made to end these disputes if he decided to make the changes and the boycott was claimed to be due to his continued relationship with his companion MARITZA and these hostilities lasted until the day SIMON died.
23. The only ones that remained close to SIMON and SHIRLEY and saw them every week for 8 years with their children was ELIOT and his wife CANDICE. SIMON and SHIRLEY adored ELIOT’s children and worked hard to plan their estates to provide for ELIOT’s three grandchildren and protect them and ELIOT and CANDICE from the RICO defendants in his RICO lawsuit and especially after the car bombing, when everything changed dramatically as more fully described in Petition 1.
24. That the dispute and hate of MARTIZA by SIMON’s children raged even more viciously immediately after SIMON’s death when TED, P. SIMON, IANTONI and FRIEDSTEIN agreed to throw MARITZA out of SIMON’s house, the house she had been living in with SIMON for months, in the middle of the night on the night he died, just hours later, frantically grabbing her possessions and fleeing.
25. That MARITZA fled the home immediately after SIMON passed in the middle of the night claiming that certain siblings had made threats to her at the hospital and she was frightened for the harm they do to her.
26. That the morning of SIMON’s death, several Palm Beach County Sheriff’s department officers showed up to investigate allegations that MARITZA had murdered SIMON by poison or overdose and for his money, the gang of four children now began to prey upon MARITZA to rid her and any inheritance SIMON left her, as more fully described in Petition 1.
27. That the morning of SIMON’s death, TED ordered an autopsy of SIMON.
28. That after the May 10, 2012 meeting TSPA, TESCHER and SPALLINA sent only one document to ELIOT, 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)”).
29. That none of the underlying documents necessary for any of the parties to sign the Waiver truthfully were enclosed and where in the Waiver ELIOT was acknowledging receipt of things he never received from the estate counsel TSPA, TESCHER and SPALLINA, like attorney billing records, knowledge of their interest in the estate of SHIRLEY he had and was waiving.
30. That TED, P. SIMON, ELIOT and FRIEDSTEIN signed and returned their Waivers prior to Simon’s death.
31. That ELIOT signed his Waiver first, immediately after receiving it on May 15, 2012 but added a disclaimer on the Waiver to TSPA, TESCHER & SPALLINA that he was only signing this to relieve the instant stress on SIMON and to resolve the disputes with the gang of four but was waiting for the underlying documents to come to verify the truthfulness of his statements he made in the Waiver.
32. That with the boycott against SIMON still raging and growing worse after May 10, 2012 and with the failure of TSPA, SPALLINA and TESCHER to send further documents to make the claims in the Waiver true that ELIOT signed, ELIOT alleges that instead SIMON never made the changes and that any oral agreement had been violated by his four children, TED, P. SIMON, IANTONI and FRIEDSTEIN and therefore he was not intending on making any changes to he and SHIRLEY’s long established estate plans.
33. That in fact, IANTONI did not even sign her Waiver until after SIMON had passed on October 01, 2012.
34. That without IANTONI’s Waiver while he was alive, the statements made in an ALLEGED fraudulent and forged “Full Waiver” (“Full Waiver”) of SIMON’s found in the Court record, allegedly signed on April 09, 2012, could not be true at the time it was allegedly signed, as SIMON allegedly states in that Full Waiver under penalty of perjury that at that time in April 2012 SIMON possessed all the Waivers from the Interested Parties and this would not have been true in April 09, 2010 for SIMON had none of the children’s Waiver’s at that time and in fact never had IANTONI’s Waiver while living.
35. That in April 2012, the statements in SIMON’s Full Waiver were almost all untrue, see Exhibit \_\_\_\_\_- Full Waiver, as none of the children even had Waivers in April 2012 as TSPA, TESCHER and SPALLINA did not send them out until May 10, 2012 or later. Therefore, it appears that if SIMON were to have signed his Full Waiver in April, he was committing Perjury as he was attesting to the truth of the claims therein, which were wholly false at that time. SIMON did not lie once in his lifetime that ELIOT can recall and taught ELIOT his integrity, a trait ELIOT values more than the estate values. The kind of integrity that as Your Honor learned in the hearing would not allow ELIOT to take monies fraudulently gained in the estates and be distributed against the desires of SIMON and SHIRLEY to the wrong parties, even to feed his children, as ELIOT would rather see his children starve to death versus teaching them that it OK to do wrongs to make a right.
36. That at the time of SIMON’s death on September 13, 2013, ELIOT still had not received ANY underlying estate documents that were due to him legally as a beneficiary in the estate of SHIRLEY but these remained suppressed and denied by TSPA, TESCHER & SPALLINA,

**THE DOCUMENTS USED TO ALLEGEDLY CHANGE BENEFICIARIES OF SIMON AND SHIRLEY’S ESTATES**

**STRIKE ONE**

1. That after SIMON’s death ELIOT made immediate requests for the estate documents for SIMON and SHIRLEY and TSPA, SPALLINA and TESCHER refused him the documents repeatedly telling ELIOT he was not a beneficiary of either estate and was not entitled to them.
2. That ELIOT stated even if the changes were made, he wanted to see the documents and if he was not a beneficiary he was still Trustee and Guardian for his children and entitled to them, as they were now the alleged beneficiaries and yet ELIOT was still refused the documents.
3. That immediately after ridding MARITZA, WALKER, S. BANKS, D. BANKS and others close to SIMON who loved him, the gang of four began to work against ELIOT and it appeared that TSPA, TESCHER and SPALLINA were actually aiding and abetting the efforts.
4. That at that time ELIOT did know the business and personal relationship between TSPA, TESCHER, SPALLINA and TED and it did not make sense that suddenly TED, who was excluded from both estates entirely and was on terribly bad terms with SIMON at the time leading up to his death was now according to SPALLINA in charge of the estates of SIMON and SHIRLEY when SPALLINA had witnessed himself personally SIMON’s discontent with his other four children and six grandchildren now in the gang of 10, that terrorized SIMON in efforts to making him change the carefully crafted estate plans of he and SHIRLEY’s or else lose ten members of his family who were working in unison to force him to make changes to his estate and his companion would never see him again.
5. That approximately two months after SIMON’s passing ELIOT still had no documents in either SHIRLEY or SIMON’s estates whatsoever and ELIOT was then forced to retain counsel for he and his children in efforts to get the documents from TSPA, TESCHER & SPALLINA and retained Christine Yates (“YATES”) at Tripp Scott law firm in Fort Lauderdale, FL.
6. That SPALLINA, TESCHER, TED and P. SIMON repeatedly advised ELIOT to not retain counsel to review schemes they were proposing, for example, an insurance scheme (Petition 1 – SAMR and SAMR TRUST SCHEME) but needed ELIOT to sign or it could not happen the way they wanted with only 4/5 of children.
7. SPALLINA even threatened ELIOT if he sought counsel he would not deal kindly with him or words to that effect. TED and P. SIMON repeatedly stated that ELIOT should not get counsel, see Petition 1 – Section \_\_\_\_ as it would burn up the estate assets and they believed the proposed deal looked good.
8. That on first contacting TSPA and SPALLINA, YATES was told they did not know who ELIOT was and played games for several weeks evading her, as evidenced in Petition 1 – Section \_\_\_\_\_\_\_\_\_.
9. That ELIOT’s counsel YATES after repeated requests orally and in writing, finally received a partial and incomplete set of documents from TSPA, TESCHER & SPALLINA in January 11, 2013, four months after SIMON’s death and problems with the estate documents were instantly noticed.
10. That ELIOT has submitted to this Court evidence that TSPA, TESCHER and SPALLINA worked together to deny YATES access to the estates, the trusts of ELIOT and his CHILDREN, the Wills and Trusts of SIMON and SHIRLEY and other materials requested for months.
11. That one of the first things noticed when receiving the Waivers in January 2013 and comparing them to the Court docketed records was that in the Court record it showed that the alleged Waivers signed by the five children and allegedly by SIMON, that were filed in the estate in October 2013, after SIMON’S death, the Waiver’s allegedly signed were NOT NOTARIZED and sent back for notarization. STRIKE ONE.

**STRIKE TWO**

1. The Waivers were rejected by the this Court on November 05, 2012 for failing to have a Notary Public notarize them as per Your Honor’s procedural rules.
2. That it then showed in the docket, that miraculously, all of the Waiver’s, including SIMON’s, were tendered back to the Court by TSPA, TESCHER and SPALLINA and were now Notarized in the present on some date in November 2012, including SIMON’s notarized while he was factually dead. The reason the new date in November 2012 is unknown, is that the Waiver’s that were notarized used the old dates they allegedly were signed on without a notary, so SIMON’s was signed as if it was April 2012 when it was factually November 2013, so the date on this new, admitted fraudulent and alleged forged Waiver crafted by MORAN and tendered to the Court by TSPA is unknown, which is fascinating for an alleged notarized document.
3. That ELIOT never notarized his Waiver with anyone and does not know MORAN and further was never sent the Waiver by TSPA, TESCHER or SPALLINA notifying him that the Court had requested the Waiver to have a notarization, again a major problem caused wholly by TSPA, TESCHER, SPALLINA and MORAN and again evidence of suppression of documents from the beneficiaries and multiple breaches of fiduciary responsibilities and trust and law.
4. That it appears that when SIMON passed on September 13, 2013 he had never legally made any changes to his or SHIRLEY’s estate plans due to the violation of the agreement between he and his other four children and grandchildren and SIMON died with the former beneficiaries still perhaps intact and the paperwork necessary to make any changes was never completed by SIMON while alive.
5. That after reviewing the legally defective documents submitted in the estates it became apparent that none of the key documents to effectuate any changes to the beneficiaries made in 2012 and 2013 in either estate were legally sufficient and in fact, legally defective, including but not limited to,
	1. The Waivers illegally signed and notarized on an unknown date in November by Notary Public Moran who has admitted to fraudulently notarizing them not in the presence of any of the parties, SIMON, TED, P. SIMON, ELIOT, IANTONI and FRIEDSTEIN, all are admittedly fraudulently notarized and alleged forged,
	2. April 09, 2012 Petition to Discharge – Full Waiver. Allegedly signed on April 09, 2012. Docketed with the Court October 24, 2012. The Full Waiver of SIMON in SHIRLEY’s estate remains un-notarized. The Full Waiver contains perjured statements by SIMON, See Exhibit \_\_\_\_\_ - Full Waiver Perjured Statements of Simon and thus is legally void, if SIMON signed the Full Waiver at the time in April 09, 2012 alleged. SIMON attests to statements in the Full Waiver that could not have happened at that time as some of them did not occur until AFTER he was deceased.

That at SIMON’S death the Full Waiver still had perjured statements in it by SIMON, because as of the date he was deceased, on September 13, 2013, IANTONI still had not signed a Waiver and did not sign a Waiver until October 02, 2012, two months after SIMON passed. Thus, SIMON could not say that he had all the WAIVERS from all parties in his possession and other false claims as stated in the Full Waiver at any time while he was alive. That Simon’s Full Waiver allegedly signed by Simon and Witnessed by Spallina was never Notarized and remains in the docket not notarized in violation of Your Honor’s own Court’s rules.

* 1. July 25, 2012 SIMON’s Will, improper notarization and witnessing by Notary Public Lindsay Baxley (“BAXLEY”). BAXLEY fails to state if the two witnesses, SPALLINA & MORAN appeared before her on that day and fails to state if SIMON appeared before her that date. SPALLINA acts as witness in estate documents his firm drafted and he has personal interests in. That BAXLEY is believed to be an employee of TED.
	2. July 25, 2012 SIMON’s Amended Trust (ELIOT is still missing a copy of the original trust as it has been suppressed and denied), improper notarization and witnessing, Notary Public MORAN fails to state if SIMON appeared before her on that date. SPALLINA acts as witness in estate documents his firm drafted and he has personal interests in.
	3. September 28, 201(?)(hard to read last number as it was scratched out in the notarization and not initialed by any party) SPALLINA OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE” SPALLINA notarizes designating himself as Personal Representative.
	4. October 02, 201(?)(hard to read last number as it was scratched out in the notarization and not initialed by any party) TESCHER “OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE” not properly notarized. Tescher signs and notarizes himself as Personal Representative.
	5. February 09, 2011 “OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE” SIMON allegedly signed in SHIRLEY’s estate. Improper notarization and witnessing failing to state that SIMON APPEARED and PRODUCED ID or WAS KNOWN to the Notary Public on that day,
	6. UNDATED “NOTICE OF ADMINISTRATION” SIMON estate. Document missing date and court does not docket, date or officially stamp the document.
1. That the documents necessary to make the alleged changes to the estates all appear to be alleged Fraudulent and Forged and almost all of them have legal defects rendering them apparently legally null and void, mostly for improper Notarizations failing to state Simon and others appeared or were known to the Notary Public on the date the documents were allegedly signed, as exhibited and evidenced herein as Exhibit \_\_\_\_\_ - Documents Legally Defective in the Estates.
2. That it should be noted by the Court that still suppressed and denied to ELIOT and YATES is the original trust agreement of SIMON that allegedly is amended to effectuate the beneficial changes to the grandchildren. That in opposite of law, the Original Trust was excluded from the Amended Trust tendered to ELIOT and YATES.
3. That this original Simon Bernstein Trust and his legally valid Will are suppressed and denied for over a year since his passing because SIMON may have made the changes to ELIOT and his children only to inherit the estates and leaving ELIOT Personal Representative and Trustee over the estates.
4. That since SIMON’s passing as described herein and in Petition 1-7 his four other children, TED, P. SIMON, IANTONI and FRIEDSTEIN have worked with TSPA, TESCHER and SPALLINA, in a variety of alleged Fraudulent transactions in the estate, working together and secreting such self-dealings to the disadvantage of ELIOT and providing no information regarding the transactions to ELIOT or YATES.
5. That it is alleged that TSPA, TESCHER and SPALLINA have worked together conspiratorial with P. SIMON and TED mainly, the two children with no beneficial interests in either estate directly at any time since, 2008 for TED and since approximately 2001 for P. SIMON in order to fraudulently 'seized Dominion and Control' with intent of the estates by secreting information regarding the true and proper beneficiaries and replacing the wishes and desires of SIMON and SHIRLEY, by creating a wholly fraudulent set of documents that appear created after SIMON’s death.
6. That these conspiratorial actions were in order to seize control of the estates and the fiduciary powers over the estate and begin looting the estate together in a variety of fraudulent ways based on their fraudulent documents that allegedly give them powers to make transactions and ALLEGEDLY changed the beneficiaries in SIMON’s estate and SHIRLEY’s estate, after she was deceased.
7. That TED, SPALLINA and TESCHER have business dealings, including TESCHER sitting on boards of entities owned and/or operated by TED and referral sharing on insurance and more as described in Petition 1,
8. That after the hearing on September 13, 2013, ELIOT spoke with a one Walter Sahm (“Sahm”), who called ELIOT to inform him that for months he was owed interest on $100,000.00 loan of approximately $3,500.00 on the house of ELIOT and his children. Sahm stated that he had contacted TED, TSPA and SPALLINA repeatedly to get such payment owed from a company that ELIOT’s children are believed to own, Bernstein Family Realty LLC, that owns their home.
9. That Sahm stated that he retained an attorney and they refuse to contact his Attorney at Law to arrange payment and he felt like they were trying to get him to foreclose on the home and that he was aware that SIMON and SHIRLEY were so happy to get ELIOT and his children a home and worked to make sure no creditors of ELIOT or those he was involved in a RICO action against, could use dubious tactics to take the home and he did not want to file a foreclosure without first talking directly to ELIOT.
10. That SIMON put a Balloon Mortgage apparently to himself of approximately $260,000.00 to further secure the home, on top of Sahm’s loan that was left over from the sale of the home by Sahm to SIMON, when SIMON bought Sahm’s long established business from him. That this made loans and mortgages against the home to Sahm and SIMON approximately $360,000.00 and where the home was only purchased for $260,000.00? Unless one understands the nature of what was happening to ELIOT and his family, including a CAR BOMBING of his family’s minivan in Del Ray Beach, FL, the transactions make no sense, as further defined herein and in Petition 1, section, “The Elephant in the Room.”
11. That for months, TSPA, SPALLINA, TESCHER and TED claimed to ELIOT that he should stop making problems or they would foreclose on his home using the Balloon Mortgage to SIMON, despite that SPALLINA originally told ELIOT that it was to be waived as it was a sham to protect them home that he could easily waive.
12. That SPALLINA informed YATES that there was imminent foreclosure from Sahm as well and that she should advise ELIOT to take the money from an insurance contract on SIMON that ELIOT refused, on the advice of counsel that the insurance scheme was an artifice to defraud, see Exhibit \_\_\_\_\_ - ELIOT Answer and Counter Claim to Jackson National Lawsuit.
13. That SPALLINA and TED claimed that ELIOT either sign the proposed sham trust agreement for the policy to pay off Sahm’s note or else he would take from ELIOT and his children’s inheritance the amount of the sham Balloon Mortgage, that is also legally defective in the documents for a variety of reasons, or else ELIOT and his children would be left with nothing and he and Sahm would foreclosed on him.
14. That almost all of the necessary documents used to attempt to effectuate changes in beneficiaries in both SIMON and SHIRLEY’s estates, according to their wishes are defective and legally null and void.
15. That it is alleged that SIMON never signed these d
16. That in ELIOT’s ADMITTED PERJURED WAIVER, SIGNED UNDER DURESS, ELIOT claimed in Section (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.” That ELIOT claims this to be an admitted lie as ELIOT even today could not claim that he has “actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents” as he has not neither the knowledge nor any documents to determine these factors as they were never sent to him by estate counsel prior to SIMON’s death.
17. That in ELIOT’s ADMITTED PERJURED WAIVER, SIGNED UNDER DURESS, ELIOT claimed in Section (g) that he “Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled,” which remains untrue today as ELIOT has never received any receipt of complete distribution of the share of the estate to which the undersigned was entitled.
18. That it is alleged that all WAIVERS signed originally by the parties were perjured in Sections (d) and (g) at the time they were signed. It is unknown if TED and P. SIMON had access to documents that ELIOT, IANTONI and FRIEDSTEIN to make their statements true but after multiple conversations with IANTONI and FRIEDSTEIN they too claimed that TSPA, TESCHER and SPALLINA had failed to send them any documents other than the Waiver relating to the estates prior to SIMON’s death.
19. That Rachel Walker (“WALKER”) immediately prior to SIMON’s death and immediately after SIMON’s death (within minutes) then removed estate documents from the home and gave them to TED, including a document to MARITZA regarding inheritance for her and a check that TED, P. SIMON and SPALLINA later claimed was unsigned.
20. That TED then secreted the MARITZA document that WALKER had given him and the check to MARITZA, claiming to ELIOT he was not giving her anything and she would never see the documents and that she had probably killed him for it.
21. That finally, TED contacted the Palm Beach County Sheriff’s office and TED, IANTONI, FRIEDSTEIN and WALKER gave statements to the Palm Beach County Sheriff detectives claiming that MARITZA murdered SIMON, this all transpiring only a few hours after SIMON passed. All four siblings (other than ELIOT) and WALKER claimed MARITZA murdered SIMON for his money, as fully described in Petition 1 and failed to tell the Sheriff of the MARITZA documents and check, which would have at least provided some type of motive as MARITZA was not included in the estates.
22. That SIMON was furious according to friends and witnesses that his children continued their boycott against him after the May 10, 2012 meeting. That due to this continued disputes with his children that were not resolved and thus violating the terms of the proposed agreement to end such disputes agreed to in the May 10, 2012 meeting, it is apparent from the properly documented record that SIMON never made the changes to his or SHIRLEY’s estates prior to his death.
23. That TSPA, TESCHER and SPALLINA then worked almost exclusively with TED and PAM after, and perhaps before SIMON’s death, to make changes to the estate and act against the wishes and executed estate documents of SIMON and SHIRLEY, as SIMON never properly executed any estate documents to change the plans he and SHIRLEY signed in 2008 and now there is admitted fraud and alleged forgery in certain of the documents used.
24. That after reviewing the Waivers that were returned to the Court by TSPA, SPALLINA and TESCHER, it became apparent that Notary Public MORAN that worked for TSPA as a legal assistant had fraudulently notarized the Waivers and allegedly forged signatures and the Waivers returned were NOT the same documents as were signed initially by the parties. In appears now when comparing them they have been wholly recreated to look like the same documents as the originals, including using the old signing dates and then they are alleged forged with new signatures with a fraudulent Notarization affixed to them, as already Admitted and Acknowledge to by MORAN.
25. That MORAN has admitted to the Florida Governor’s office that she fraudulently affixed Notary Public stamps on official records of this Court, **including Notarizing a Waiver for SIMON, two months after he passed away**. That these documents were then sent by TSPA, TESCHER and SPALLINA to this Court and furthered the crimes already committed by MORAN, by TAPA docketing them with this Court and committing Fraud on this Court.
26. That Moran is alleged to have committed perjury in her initial response to the Florida Governor’s inquiry and stated that the documents sent back to the Court with the admitted fraudulent notarization were the same documents the Court had sent back to TSPA. That even a high schooler forges their parent’s signature on a ditch letter better than that committed on the documents returned to the Court by TSPA and the two documents are wholly different signatures and writings than in the initial document sent back, as evidenced herein already in exhibit.
27. That as Your Honor noted in the September 13, 2013 hearing, they failed to ever notify the Court of the fact that SIMON had passed when his Waiver was signed for him anew by MORAN in November 2012 and sent to this Court to close the estate at that time.
28. That due to this fraud, SIMON passed and the estate was closed in November by a dead person attesting to facts to close the estate while deceased, using documents that are known to be Fraudulent and alleged Forged and we do know that SIMON did not sign his documents in the presence of MORAN.
29. That it is alleged that all of these legally deficient and voidable documents evidenced herein are what gave TSPA, TESCHER, SPALLINA and TED their alleged fiduciary powers in the estates, allowed the estate of SHIRLEY to be closed fraudulently, including through a fraud on this Court and together they combine to attempt to change the beneficiaries of SIMON and SHIRLEY’s estates against their estate plan wishes and desires as documented in 2008 and perhaps later changes and replace them with their own desires through fraudulent documents, with the aid of their partners in crimes, TSPA, TESCHER and SPALLINA.
30. That once these alleged fraudulent documents that are improperly notarized and more were submitted to the Court, the documents and the powers allegedly derived from them were used to begin a fire sale liquidation of assets in the estates of SIMON and SHIRLEY, enabled with the felonious documents and thereby each transaction represents another crime, part of the reason ELIOT’s filings are so lengthy, as astutely noted to this Court by MANCERI in the hearing.
31. That once these fraudulent documents and improperly notarized documents were presented to the Respondents and Interested Parties and they knew that ELIOT was demanding these documents be null and voided and brought to the attention of the Court and authorities and to cease and desist any transactions in the interim, direct efforts by TESCHER, SPALLINA, TED, P. SIMON, IANTONI, FRIEDSTEIN, A. SIMON and D. SIMON began in secreted meetings from ELIOT and his former counsel, to liquidate and distribute assets without the knowledge and consent of ELIOT and worked together to the disadvantage ELIOT to achieve these ends.
32. That these efforts were to thwart the wishes of SIMON and SHIRLEY as documented in their last legally verified estate plan documents that appear to have never been changed by SIMON. It should be noted that SIMON was a lifetime insurance agent, who managed and operated trust companies and insurance agencies, doing thousands of complicated estate plans for high net worth clients throughout the nation and if he had wanted the changes made they would have been “bullet proof” all i’s dotted and t’s crossed, not legally defective.
33. That if SIMON had decided to change the beneficiaries of the estates of he and SHIRLEY, he would not have done it with incomplete documents that would not be legally valid and would have made the documented changes while alive and there would be none of these questions left to the imagination, he was meticulous in this genre of trust, insurance and fiduciary related documents, in fact, he was renowned for creating proprietary insurance plans involving complicated and extensive trusts.
34. That after the hearing on September 13, 2013 in Your Honor’s Court, ELIOT was informed by a medical professional of SIMON’s, a business associate of SIMON’s and others that SIMON was at the time of his death considering cutting the remaining children IANTONI and FRIEDSTEIN and their children out of the estates for their continued abuses of him since the May 10, 2012 meeting and may have contacted SPALLINA to make those changes and thus leave ELIOT and his children as sole beneficiaries of the estates.
35. That ELIOT will provide these credible witnesses upon the promise of protection of them by this Court, as several fear TED to testify to the relationship SIMON had with his children prior to his death.

**THIRD STRIKE**

1. That with the first STRIKE being dealt by the Court upon return of the un-notarized Waivers, the second STRIKE being that the Court rejected the second set of Waivers in the hearings as admittedly fraudulent and allegedly forged and of little use other than evidence of criminal wrongdoings, a new third attempt was made to fraud the Court the day before the hearings using this time Affidavits in which almost all contain perjured statements and attached as Exhibit A of the newly not signed Waivers, in fact, the un-notarized Waivers originally rejected by the Court, are submitted to the Court in efforts to fool the Court once again and attempt to claim that their un-notarized Waivers are valid despite the Admission and Acknowledgement of Fraudulent Notarization submitted as a part of a Fraud on this Court tot the Court by MORAN and whereby SPALLINA in the hearing confirmed that he was also involved as Attorney for the estate and according to Respondent Superior and Florida Law responsible directly for notary publics in their employ.
2. That in all the time TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI & FRIEDSTEIN had knowledge that notarizations and other documents were alleged fraudulent and others forged, shortly after May 06, 2012 when Petition 1 was served on them by ELIOT, they took no corrective actions to notify the Court or criminal authorities of the crimes that had taken place.
3. That not until the September 13, 2013 hearing before Your Honor and approximately four months after being served Petition 1 was it learned that only after the Notary Public MORAN admitted and acknowledged she fraudulently notarized documents and allegedly forged them and TSPA tendered them to this Court without noticing the Court of the fraud and an Emergency Hearing was already granted by Your Honor, did TED, P. SIMON, IANTONI and FRIEDSTEIN and estate counsel TESCHER and SPALLINA, come forward to this Court or any other authority voluntarily to notify them of their admitted fraudulent and alleged forged signatures, except ELIOT.
4. That instead these facts were ignored by all of them and they continued administering the estate and liquidating assets and converting the proceeds as quickly as they could and all the while “mum’s the word” to the Court and ELIOT, all despite ELIOT’s protestations that the documents filed were legally insufficient, fraudulent and forged and that in light of these discoveries a Court would have to determine the beneficiaries since these were KEY documents that attempted to change the beneficiaries of the estates.
5. That despite the knowledge that documents in the estates of SIMON and SHIRLEY were alleged fraudulent and forged and other essential documents improperly notarized and legally voidable the efforts to convert assets to the alleged improper beneficiaries continued in opposite of the wishes of SIMON and SHIRLEY and using the documents in question to enable them to do so.
6. That on or about September 12, 2013, TED, P. SIMON, IANTONI and FRIEDSTEIN signed affidavits and attempted to present them at the hearing as some form of evidence that would correct the mass of problems created by the fraudulent and alleged forged notarizations in their names, as if they all joined together, TED, P. SIMON, IANTONI and FRIEDSTEIN to write affidavits that admitted fraudulent and alleged forged documents were tendered in their names and by resending this Court the rejected un-notarized copies with their affidavits that everything was OK by them and nothing changed.
7. That they forget to send ELIOT an affidavit, presumably knowing ELIOT would not participate in fraud or attempts to cover up and excuse criminal acts done in the estate, which he would not sign anyway. More importantly ELIOT does not believe they have an affidavit for the one person, more important than any other, necessary to say everything is OK with his name being forged on a fraudulent Waiver and with an alleged forged signature of his in the estate of SHIRLEY, SIMON, the man allegedly wanting to make the changes. This hockey nonsense is more waste of this Court and everyone else time, effort and monies, other to than to point to the guilty parties who signed these bogus Affidavits.
8. Several problems appear with the new Affidavit and Exhibit A - Waiver attached to each affidavit signed on September 12, 2013.
	1. That TED states on the UN-NOTARIZED Waiver sent back to the Court in Exhibit A of the Affidavit, that “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:” That this statement by TED that he is a beneficiary of the estate of SHIRLEY at that time in August 2012 when he claims to have signed this rejected Waiver is wholly false and perjured, as TED was not then or now a beneficiary of the estate SHIRLEY, even if the alleged changes were made by SIMON. As the Court will remember, TED was excluded from the estate as a beneficiary and the proposed changes in beneficiaries was to make his adult children beneficiaries, again skipping TED and leaving him out the estate as a beneficiary in either scenario.
	2. That P. SIMON states on the UN-NOTARIZED Waiver sent back to the Court in Exhibit A of the Affidavit, that “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:” That this statement by TED that he is a beneficiary of the estate at that time is wholly false and perjured, as TED was not then or now a beneficiary of the estate of SHIRLEY, even if the alleged changes were made by SIMON. As the Court will remember, TED was excluded from the estate as a beneficiary and the proposed changes in beneficiaries was to make his adult children beneficiaries, again skipping TED and leaving him out the estate in either scenario.

**MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON’S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY’S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN** **IMMEDIATELY IN PREPARATION FOR THE TO BE SCHEDULED EVIDENTIARY HEARING BY THIS COURT**

1. That documents in the estate of SHIRLEY were discussed in the hearing relating to ELIOT and his children, involving trusts, beneficial interests and new assets that have not been disclosed and instead suppressed and denied from ELIOT and his former counsel. ELIOT is a beneficiary and a “trustee” for his alleged children beneficiaries and therefore must have the missing and suppressed documents in advance of the upcoming Evidentiary Hearing that have been denied and suppressed from him in both SHIRLEY and SIMON’s estates, certified and verified estate documents with the original available for forensic inspections.
2. That ELIOT and his children are entitled to these documents that have been wholly secreted from them since SHIRLEY’s passing on December 08, 2010 and SIMON’s on September 13, 2012 in opposite of law, see Exhibit \_\_\_\_\_\_\_\_ - LIST OF DEMANDED DOCUMENTS.
3. That one such document that should have been legally tendered to either ELIOT as beneficiary or ELIOT as TRUSTEE for his children beneficiaries, after SIMON’s death by estate counsel, was the original SIMON BERNSTEIN TRUST AGREEMENT.
4. That ELIOT and his counsel in January 2013 only received an AMENDED SIMON BERNSTEIN TRUST AGREEMENT and the original has been suppressed and repeatedly denied request after request for now approximately 16 months and over a year since SIMON passed away by estate counsel.
5. That in post September 13, 2013 hearing calls with business associates of SIMON, ELIOT was informed that TED and a one Kimberly Baxley (“BAXLEY”) participated in removal of documents and effects of SIMON’s office. That it is alleged that after SIMON died, TED sent the employees of his and SIMON’s companies an email that the offices would be closed for approximately 1 week and not to come to work. That during this time, TED and BAXLEY removed and/or destroyed SIMON personal and business effects.
6. That on September 13, 2012, immediately after SIMON was deceased, TED sent WALKER to SIMON’s home as he lay dying to remove personal and business items from SIMON’s home, including but not limited to, estate documents and MARITZA documents.
7. That SHIRLEY died on December 08, 2010 and until May 15, 2012 ELIOT was still **uninformed** by TSPA, Tescher and SPALLINA that he was a beneficiary of the estate of SHIRLEY as required by law.
8. That upon learning of ELIOT’s interests from SIMON in May 2012 that had been secreted from him by TSPA, TESCHER and SPALLINA, he demanded from May 10, 2012 forward, several times both orally and in writing, that he be sent the documents regarding his interests and was refused and documents remain suppressed and denied involving both estates.
9. That the entire time that ELIOT was a beneficiary of the estate of SHIRLEY his interests were suppressed and denied from with scienter and he received NO DOCUMENTS, INVENTORIES, ACCOUNTINGS or any other information regarding his beneficial interests.
10. That then in a meeting arranged by TSPA, TESCHER and SPALLINA with SIMON and his five children, upon learning that ELIOT was a beneficiary and being asked to give up his interests to a new plan being considered that would waive his rights and interests in the estate of SHIRLEY, ELIOT asked for documents in the estate that were supposed to have been tendered to him by law by TSPA, TESCHER and SPALLINA but had not been, in order to determine what he was waiving his rights and interests in.
11. That ELIOT signed an alleged waiver on May 15, 2012 with the caveat that he was signing the waiver blindly under duress from knowing that his father was also under severe physical and emotional duress at the time to make the changes to resolve disputes with TED and P. SIMON so he could see his other seven grandchildren again but was waiting for the underlying documents promised and legally due to ELIOT, which were necessary to make the statements in the waiver true as ELIOT was sending in advance the signed waiver to instantly relieve SIMON of any duress and stress as SIMON was a multiple heart attack victim and the stress caused by these disputes that had tied his grandchildren up as hostages who were prohibited from seeing him by their parents for a variety of reasons already described in Petition 1.
12. That ELIOT demanded the documents from TSPA, TESCHER and SPALLINA and after being refused and further threatened with unfair and harsh treatment if he sought counsel for himself or his children, as already evidenced in Petition 1, ELIOT hired Tripp Scott and Christine C. Yates as counsel.
13. That ELIOT, LISA and JILL, agreed in the May 10, 2012 meeting to do anything that would make their father relieved of his duress from the disputes between TED, PAM and SIMON, including giving up their inheritance to the grandchildren so that TED and PAM’s children could have benefits they were previously disinherited from in long standing estate plans of SIMON and SHIRLEY. ELIOT stated that he would approve after reviewing the documents underlying the waivers that were to be sent and TESCHER and SPALLINA agreed to send the documents.
14. That the waivers were not submitted until after SIMON was deceased in SHIRLEY’s estate and were then sent back by this Court for failing to follow the Court decorum and Your Honor’s rules and have them notarized properly.
15. That the waivers sent back with the notary and posited with this Court by TSPA, TESCHER & SPALLINA with admittedly fraudulently notarized signatures by Moran on waivers for ELIOT, SIMON, TED, P. SIMON, IANTONI and FRIEDSTEIN.
16. That the closing of the estate and transfer of assets to SIMON was all done through a Fraud on the Court, which this Court acknowledged in the hearing and Your Honor claimed at that point, to TSPA, TESCHER (not present but represented), SPALLINA, TED and MANCERI that he should read them all their Miranda Rights for the acknowledged Fraud on the Court and Your Honor personally.
17. That Your Honor should demand all documents ELIOT and his children are entitled to by law in the estate of SHIRLEY be turned over immediately and certified and verified copies of every document by any party with fiduciary capacities in the estates has in their possession or control or is cognizant that it exists, as there are already admitted that there are missing trusts and insurance policies.

**Motion to Follow Up Court on Hearing and Clarify Record**

1. That a hearing was held and the Transcript for that hearing can be found @ www.
2. That in the September 13, 2013 hearing it was learned that TED claimed to this Court, “MR. THEODORE BERNSTEIN: Your Honor, Ted Bernstein, trustee of the estate, and I'm here representing myself today.” Yet, also learned at the hearing was that since SIMON closed the estate as Personal Representative and Trustee and TSPA, TESCHER and SPALLINA failed to notify the Court that Simon was dead until the hearing, that there was no Personal Representative and Trustee Letters in the estate at this time and since SIMON’s death.
3. That TED has been acting in many transactions listed in Petitions 1-7 as “Successor Trustee” and “Personal Representative” in the estate of SHIRLEY to fraudulently dispose of assets, in secreted from ELIOT self-dealing transactions with the aid of TSPA, TESCHER and SPALLINA, using false titles in the estate.
4. That TED under these alleged fiduciary roles has sold a Condominium and other items in the estate of SHIRLEY.
5. That in the September 13, 2013 hearing it was learned that no one was representing the estate at the hearing as either the Personal Representative or Trustee (other than TED’s self-professed claim), and where MANCERI was representing only TESCHER and SPALLINA as estate counsel and respondents. That it appears from the record that no one was representing Tescher & Spallina P.A., a named respondent and that no one was representing TESCHER and SPALLINA individually as they are respondents both personally and professionally and would need separate non conflicted counsel for each capacity they are sued under and their law firm TSPA. “MR. MANCERI: Good afternoon, your Honor, Mark Manceri. I'm here on behalf of Robert Spallina and Donald Tescher, named respondents.”
6. That it would appear from the hearing transcript that several parties are not represented by counsel and several parties are not even present, Personal Representative, Trustee, Successor Trustee due to the Fraud upon this Court in the closing of the estate and failure of estate counsel to notify this Court that SIMON was dead.
7. That in the September 13, 2013 hearing it was learned that a Fraud Upon the Court had occurred by TSPA, TESCHER, SPALLINA and MORAN in filing ADMITTEDLY Fraudulent and allegedly FORGED documents to this Court and that Your Honor should have read them their Miranda Warnings at that moment it was discovered by Your Honor to have been committed upon your Court and yourself personally, as you signed off and closed the estate based on these fraudulent and forged documents.
8. That in the September 13, 2013 hearing it was learned that Simon Bernstein ALLEGEDLY made changes to the estate of SHIRLEY and therefore this Court needs to look at the documents SIMON used in his estate to effectuate ALLEGED changes in SHIRLEY’s and these documents must be turned over for inspection as to authenticity. “THE COURT: I know the administration is closed. What happened with her estate? Where did that go? Did she have a will? MR. MANCERI: Her assets went into trusts, and her husband had a power of appointment which he exercised in favor of Mr. Bernstein's children. THE COURT: Okay.
9. That in the September 13, 2013 hearing it was learned that counsel for the estate counsel and possibly soon Ted as learned in the hearings, MANCERI is uncertain if TED is Successor Trustee in a trust of SHIRLEY’s that TED has been acting under such capacity and where no Letters appear stating such in the record. “THE COURT: So her estate assets went into a trust? MR. MANCERI: Correct. THE COURT: And that trust is ‐‐ MR. MANCERI: And Ted Bernstein, I **believe**,[emphasis added] is the trustee of that trust.” “THE COURT: All right. So he was a trustee. Was she a trustee as well? MR. MANCERI: He died, your Honor. Again she died December 10, 2010. He died September 23 of 2012. THE COURT: Right, but was he a trustee also of Shirley's trust? MR. MANCERI: Yes. THE COURT: So she dies, the estate is closed, her assets are in a trust. Simon then dies. What happened with his estate?”
10. That in the September 13, 2013 hearing MANCERI stated that ELIOT was not a beneficiary in the estate of SHIRLEY. A claim that SPALLINA, TESCHER, SPALLINA and TED had told ELIOT since SIMON’s passing and based on the estate being closed, while failing to state it was closed with admittedly fraudulent and alleged forged documents, where ELIOT was and remains a beneficiary if the estate as it was never legally closed and now that it is reopened and where SIMON can longer make the changes he is alleged to have made while he was dead as he is still dead. “MR. MANCERI: The ten grandchildren shares ‐‐ and I want to be clear on this, this gentleman is only a tangible personal property beneficiary. He and his own proper person. And the mother. That's all he's entitled to. No cash request, nothing directly to him, because of his financial problems among other issues. THE COURT: Okay.”
11. That the only children of SHIRLEY that were disinherited entirely from the estate of SHIRLEY are TED and P. SIMON and they were still being excluded if SIMON made the alleged changes that he appears to have made post mortem. Therefore, TED and PAM should be excluded from the estates wholly and any fiduciary capacities stripped and if Your Honor finds them worthy of integrity, the only capacity the appear to have is as possible “trustees” of their children’s inheritance.
12. That is was learned and admitted to in the September 13, 2013 that WALKER, after SIMON was deceased was writing checks to pay bills from an account that she was not authorized to write them from for months after he was deceased and where SIMON was sole signatory. That these fraudulent actions by WALKER are believed to have been directed by TESCHER, SPALLINA and TED who advised her to do this. Subsequently after TED fired WALKER overnight without warning, SPALLINA told WALKER to turn the accounts over to CANDICE BERNSTEIN who should start writing the checks. As ELIOT thought this a bit illegal, he called with WALKER, Legacy Bank, to verify the sanity of having checks written by CANDICE out of her deceased father-in-law’s accounts.
13. That Legacy Bank informed ELIOT and WALKER that they were stunned nobody had notified them that SIMON was dead for all of his accounts and instantly froze the account(s). Then this account was transferred to Oppenheimer and Janet Craig by SPALLINA and ELIOT is uncertain if any of the rest of the MANCERI testimony regarding this money, his children’s pre-mortem trusts and Oppenheimer’s role is true. This account of the Legacy Bank transactions was misrepresented in the hearing to Your Honor by MANCERI.
14. That SPALLINA estimated to the Court a value to the estates of $4,000,000.00, which is less than the real estate properties held in SHIRLEY’s estate alone and would leave SIMON dying penniless. “23 THE COURT: So what's the total corpus of the what I'll call the ten grandchildren's trust of both grandparents? MR. SPALLINA: Not taking into account the litigation? THE COURT: Well, no, you haven't paid anything out yet. MR. SPALLINA: I would say it's approximately $4 million.”
15. That ELIOT after the hearing spoke with a longtime business associate of SIMON’s who claimed to ELIOT and CANDICE that in 2009 he was informed by SIMON that his net worth was forty-two million dollars, USD $42,000,000.00.
16. That in prior conversations with a health professional of SIMON’s it was stated that SIMON told her shortly prior to his passing that it was worth over twenty million dollars, USD $20,000.000.00.
17. That it was learned in the September 13, 2013 hearing that in one breath SPALLINA states that three assets are held in SHIRLEY’s estate and almost in the next breath he states there are only two. “7 MR. SPALLINA: Those trusts, Ted Bernstein is the trustee of his mother's trust and holds three assets.” Then just seconds later in the hearing, “19 MR. SPALLINA: Correct, and today again the Shirley Bernstein trust does have liquid assets in it. There was two properties, real estate properties, the residential home and a condo on the beach. The condo on the beach sold back in April or May. There were funds that came into the account at that time. Ted was going to make partial distribution.”
18. That it was learned at the hearing that MANCERI claimed to Your Honor that he had affidavits from all the parties, except ELIOT, stating that the notarized signatures were the same as the original documents signed by TED, P. SIMON, IANTONI and FRIEDSTEIN and the four of them then claim that it was SIMON’s signature. “8 THE COURT: I mean everyone can see he signed these not notarized. When they were sent back to be notarized, the notary notarized them without him re‐signing it, is that what happened? MR. SPALLINA: Yes, sir. THE COURT: So whatever issues arose with that, where are they today? MR. SPALLINA: Today we have a signed affidavit from each of the children other than Mr. Bernstein that the original documents that were filed with The Court were in fact their original signatures which you have in the file attached as Exhibit A was the original document that was signed by them. THE COURT: It was wrong for Moran to notarize ‐‐ so whatever Moran did, the documents that she notarized, everyone but Eliot's side of the case have admitted that those are still the original signatures of either themselves or their father? MR. SPALLINA: Yes, sir. THE COURT: I got it.” That this claim is incorrect for ELIOT believes that they did not have SIMON’s affidavit as he remains deceased and where the Prima Facie evidence already presented herein shows the documents are wholly dissimilar and not the original documents signed by parties and that their names were FORGED.
19. That ELIOT has spoken to IANTONI and she has acknowledged that her Waiver notarized was not only fraudulent but also forged. Thus, ELIOT requests this Court determine how SPALLINA is making these representations on these NEW affidavits and Waivers when he is admittedly involved in, as stated in the hearings, the felony acts and Fraud on this Court with the Waivers already admitted, and claim that on behalf of IANTONI, or really on anyone’s behalf or anything at all any longer, when he could go to prison over the matters he is making representations on others behalf that he does not represent in these matters to attempt to further con Your Honor and others. TSPA, TESCHER, SPALLINA are liable for their Notary Publics Moran and Baxley and therefore the cause of all these problems and should be immediately removed from the proceedings in any capacities other than as a respondent/defendant and make no further conflicted pleas or pleadings.
20. That in the hearing on September 13, 2013, Your Honor told ELIOT that if he were to lose his Emergency Motion that day as an Emergency, not in toto, he should get his “check book out to pay the Court expenses, etc.” or words to that effect. After learning of TSPA, SPALLINA and MORAN’s admitted felony acts and Fraud on this Court and Your Honor, perhaps Your Honor should have forced SPALLINA and TESCHER to get their check books out to cover all these costs and damages resulting thus far and force a blank check and bonding to pay for the rest of this macabre scene they have admittedly created and all Court costs, all parties, other than those Your Honor finds involved in the nexus of events and for forensics experts, forensic accountants, etc.etc.etc.
21. That it was learned in the hearing that MANCERI lies to the Court and disgraces Your Honor when he states, “12 MR. MANCERI: Your Honor, could I bring you up to speed on one thing maybe you're not seeing on your docket. THE COURT: Yes. MR. MANCERI: We actually filed a motion to actually reopen the estate when we learned about the deficiency in the affidavit issue. THE COURT: Okay. MR. MANCERI: And that was signed August 28th of this year. Do you have a copy of that, Judge, can I approach?” That nothing could be further from the truth as ELIOT notified them and served them Petitions 1-7 from May through September noticing them about the admitted Fraudulent and allegedly FORGED documents in May 2013 and they did not file a Motion to Re-Open until after ELIOT filed one earlier and in his original Petition 1 in May 2013 and ONLY AFTER THEY WERE CONTACTED BY AUTHORITIES and knew they were busted.
22. That in the hearing Your Honor requested that ELIOT prepare in a list of reliefs for a hearing still unscheduled but instead ELIOT has inserted them here in the Prayer for Relief. “17 THE COURT: And, Mr. Bernstein, whatever you want relief‐wise to happen with respect to Shirley's estate, not Shirley's trust, but Shirley's estate, you could have a hearing on that. I'll combine everyone who has an interest in getting some relief.”
23. That Your Honor should consider granting some immediate relief to protect the family of ELIOT, as it appears that while you should have arrested them in Your Court for the Fraud perpetrated on the Court, not just ELIOT alone but instead let them walk out the door and so continue to operate as Officers of the Court and contact me and want to meet with me and as I said I do not associate with such “strange bedfellows” and participate in fraud.
24. That further, ELIOT had already requested an Emergency Hearing that was not considered an emergency initially by Your Honor and ELIOT was shot down in Court for not having a good enough emergency but after learning that their Miranda Warning should be given at that moment for apparently felony crimes discovered by Your Honor later in the hearing, has made CANDICE fear that these folks may cause harm upon our family and three boys as desperate men do desperate things and ELIOT agrees with CANDICE, as always.
25. That the Emergency Hearing was also predicated on what ELIOT alleges amounted to extortion type tactics by TSPA, TESCHER and SPALLINA and TED to foreclose on ELIOT and shut down his children’s income sources, their school trusts and now with this type of fear that ELIOT may prevail and they may serve time or more, this becomes a very real and credible concern that CANDICE has for her children.
26. That
27. STOP
28. That in the September 13, 2013 hearing it was learned that this Court requires notarization on waiver’s submitted, which is why it returned six waivers for notarization in the estate of SHIRLEY that were then fraudulently notarized and submitted to this Court as part of a Fraud on the Court by TSPA, Tescher, SPALLINA and Moran.
29. That there is another waiver allegedly signed by SIMON on April 09, 2012 that was submitted to the Court as a “full waiver” by TSPA, TESCHER & SPALLINA and only signed by SPALLINA and NOT NOTARIZED. That this “full waiver” was never filed with the Court with a notarized copy per the Court docket and therefore this waiver remains legally deficient in this Court. That this waiver was also not filed until after SIMON was deceased.
30. That the “full waiver” is also fraught with lies by SIMON, as at the time of his alleged signing he could not have attested to the claims made in the waiver since they had not taken place yet.

For instance the waiver, see Exhibit \_\_\_\_\_ - SIMON Full Waiver, states the following,

1. “5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:” where this statement cannot be true on April 04, 2012 as SIMON did not have signed waivers from any parties listed in the waiver as Interest Parties. IANTONI did not sign hers until after SIMON was deceased and waivers were not even sent to the Interested Parties and Beneficiaries until May 10, 2012 by TSPA, TESCHER and SPALLINA.
2. “(a) acknowledging that they are aware of the right to have a final accounting” where this statement could not be true on that date for Eliot and others, as TSPA, SPALLINA and TESCHER did not send any documents to the beneficiaries ELIOT, IANTONI and FRIEDSTEIN noticing that they were beneficiaries or advising them of their interests in SHIRLEY’s estate and no accountings or inventories were sent and so this statement would be a lie by SIMON at that time.
3. “(b) waiving the filing and service of a final accounting;” where on April 09, 2012 ELIOT and other beneficiaries had no idea there was any accounting due, as they did not know they were beneficiaries.
4. “(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;” where this could not be true for the same reasons, that the beneficiaries ELIOT, IANTONI and FRIEDSTEIN had no records of compensation paid or manner paid, etc.
5. “(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;” where ELIOT IANTONI and FRIEDSTEIN had no actual knowledge of the amount and manner of determining compensation as they had no records or knowledge. ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights.
6. “(e) waiving the inclusion in this petition of a plan of distribution” where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of any compensation at that alleged time in April 2012 that SIMON allegedly signed this waiver.
7. “(f) waiving service of this petition and all notice thereof;” where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of any plan of distribution at that alleged time in April 2012 that SIMON allegedly signed this waiver.
8. “(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled” where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of any receipt of distribution at that alleged time in April 2012 that SIMON allegedly signed this waiver.
9. “(h) consenting to the entry of an order discharging petitioner, as persona I representative, without notice, hearing or waiting period and without further accounting” where ELIOT had no knowledge he was a beneficiary until May, 10, 2012 and had no documents sent in the year and half after his mother passed notifying him from the estate counsel of any rights or interests and thus did not even know of anything to consent to release of the Personal Representative at that alleged time in April 2012 that SIMON allegedly signed this waiver.
10. That at the Emergency Hearing on September 13, 2013, counsel for TSPA, TESCHER and SPALLINA, Attorney at Law Mark Manceri (“MANCERI”), attempted to claim that ELIOT was not a beneficiary of the estate of SHIRLEY and thus was not entitled to anything but personal effects.
11. That ELIOT informed the Court that contrary to MANSERI’s claiming he was not a beneficiary, ELIOT was in fact a beneficiary until alleged forged and fraudulent documents were submitted to this Court in both estates attempting to make post mortem changes to SHIRLEY’s estate beneficiaries.
12. That without these fraudulent and forged documents ELIOT would still be a beneficiary and if these documents do not hold up in Court as valid and binding then ELIOT still is a beneficiary and why these fraudulently notarized documents that were discovered in the Court by Your Honor are so important, as they change who the true and proper beneficiaries are and allow assets to be converted to the wrong parties.

**Motion for Court to Order Forensic Experts to Examine Documents for Forgery, Fraud, Notary Public Violations and more and notify all appropriate authorities.**

1. That

**MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES TO THE ESTATE OF SHIRLEY**

1. That

**MOTION TO REMOVE ESTATE COUNSEL TSPA, TESCHER AND SPALLINA FOR BREACHES OF FIDUCIARY DUTIES, VIOLATIONS OF PROFESSIONAL ETHICS AND ALLEGED FRAUD, FORGERY, INSURANCE FRAUD, REAL ESTATE FRAUD AND MORE.**

1. That when an initial claim failed and the insurance carrier advised them that to pay the benefit they would need a “court order” to approve their insurance fraud and trust beneficiary scheme, they tried to skin the cat without the “court order” they then attempted to create a new post mortem trust for SIMON, the SAMR TRUST, where TED would claim to be “Trustee” of a “lost” trust and convert the proceeds. ELIOT would not participate without counsel for his children and himself approving any insurance scheme that appeared an artifice to defraud and without a “court order” from this Court, a new plan was put in place secretly behind the backs of ELIOT and his children’s Counsel Tripp Scott to skin the cat without the “court order.”
2. That they then attempted a Federal Breach of Contract Lawsuit against Jackson for failing to pay the life insurance benefit demanded and in further efforts to abscond with the benefits. Where this scheme, from Jackson’s Answer to the complaint, also seems to have failed as Jackson refused the claim, stating TED had filed the suit against the advice of counsel who told him he had no “authority” to file on behalf of a “LOST” trust that he claims to remember he was “Trustee” to and remembers he was also a “beneficiary” of.
3. That in all of three attempts to convert the benefits to themselves from their children, their children have been unrepresented by independent counsel and are being represented by their parents/”trustee” who are in direct conflict with them and further allegedly suppressing information from them and failing to act as honest alleged “trustees” for their children.
4. That despite being advised of their conflicts by ELIOT they have moved ahead three times in efforts to convert the death benefit and in all instances failed to parse the conflicts and in fact suppressed them. That the SAMR Trust, if one looks at the signature pages proposed, one will see that they have the minor children’s parents attempting to sign the deal for themselves personally and then sign on behalf of their children too to waive their own children’s rights to the benefits. This is a severe breach of fiduciary and trust as Guardians and alleged “trustees.”
5. That when SPALLINA was confronted by IANTONI on a conference call with several other parties present, and asked if she could one day be sued by her daughter for the insurance beneficiary and trust fraud scheme proposed that converted money to her from her daughter to her own pocket, while she acted as alleged “Trustee” for her daughter, SPALLINA responded that “only if she found out or you told her” or words to that effect.
6. That for these reasons TED, P. SIMON, IANTONI and FRIEDSTEIN’s children should all have Guardians Ad Litum appointed over them to protect them from the efforts of their parents who have conflicts in acting as “trustees” for their children while directly receiving benefits from their actions to inure benefits to themselves.
7. That TED should also have a Trustee Ad Litum assigned to any “alleged” roles he is claiming in the estate of SHIRLEY and SIMON, as it is apparent that he is breaching his fiduciary responsibilities in a variety of self-professed fiduciary roles.

**MOTION TO ADMIT NEW EVIDENCE IN PETITION \_\_\_, REGARDING ALLEGED INSURANCE FRAUD**

1. That

**MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE**

1. T
2. That TED, P. SIMON, IANTONI & FRIEDSTEIN should have Guardian Ad Litum assigned to act as their children’s alleged “Trustees” until this Court can determine who the ultimate beneficiaries are. As ELIOT pointed out in the hearing, each child of SIMON is now conflicted with their children directly as beneficiaries. In fact, ELIOT had retained counsel for both his children and himself with one law firm and then had to sign release papers to Tripp Scott to separate their counsel to only the children due to conflicts related to assets of the estates where conflicts arose, as in the insurance policy of SIMON, as defined in Exhibit \_\_\_\_, Jackson National Life Insurance Company (“Jackson’) policy and other items. That in the Jackson case, benefits are being converted from going into the estate due to a “LOST” insurance trust and split amongst the alleged beneficiaries of the “grandchildren” instead attempting to be directed instead through alleged fiduciary powers of TED through a new trust (see SAMR Trust, Petition 1, Pages \_\_\_\_\_) where the children TED, P. SIMON, IANTONI and FRIEDSTEIN are trying to pay the benefits to themselves directly and skip their children. Letters were sent to the children by ELIOT advising of the conflicts and problems this caused for his counsel with conflicts, as the children are directly in conflict with the grandchildren for the benefits depending on how the proceeds are paid and to whom.
3. That despite knowing of the conflicts between themselves and their children, each of the children except ELIOT, failed to retain independent counsel for their children separate from their counsel (which none of them have) in efforts to parse the conflict and then acting as alleged “Trustees” for their children, they then tried to walk the proceeds out the door of the insurance company to themselves in several failed schemes exhibited already herein.

**MOTION FOR THIS COURT TO INTERVENE IN JACKSON NATIONAL INSURANCE FRAUD AND NOTIFY THE US DISTRICT COURT NORTHERN DISTRICT ILLINOIS OF THIS COURTS FINDINGS IN THE SEPTEMBER 13, 2013**

1. That on September 22, 2013 ELIOT filed an Answer & Cross Claim against the following parties, TSPA, TESCHER, SPALLINA, TED, P. SIMON, D. SIMON, A. SIMON, THE SIMON LAW FIRM, IANTONI and FRIEDSTEIN and several business entities in a lawsuit that was in response to ELIOT being added as a Third Party to a secreted Lawsuit filed by A. SIMON on behalf of TED and “Simon Bernstein Irrevocable Insurance Trust, Dtd 6/21/95.” That the filing can be found at the URL @ [www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf](http://www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf) , fully incorporated in entirety by reference herein.

**WHEREFORE, ELIOT PRAYS FOR THIS COURT:**

1. to seize all documents, records and assets of the estates and put them under Your Honor’s guardianship for the time being until everything can be adjudicated properly.
2. to release copies of all documents and records to ELIOT immediately to prepare for the upcoming Evidentiary Hearing.
3. to remove the personal representatives, (oops there are none), estate counsel, trustees, successor trustees, accountants and anyone else found handling estate assets at this time and have new appointments made.
4. to IMMEDIATELY remove TSPA, TESCHER & SPALLINA for Fraud on the Court and more, as this Court had enough evidence at the hearing, after reviewing the Court record, for your Honor to issue Miranda Right Warnings, twice, and should have arrested them on the spot but did not at that time, for unknown reasons. Certainly, they should not be pleading forward in these matters on behalf of any party and need to get counsel to represent them individually and professionally and as estate counsel in these matters forward.
5. Removal of TED as the alleged “Trustee of the Estate of SHIRLEY Bernstein”, where TED claimed in the hearing that was he was acting as the “Successor Trustee to the Estate to the estate of SHIRLEY.” TED stated he was not represented by counsel either personally or as “Trustee of the Estate.” There are no papers in the Court record to indicate TED as” Successor Trustee to the Estate” as the Court pointed out the estate was improperly closed by the Court due to the fraudulent filings with the Court by TSPA and MORAN.
6. That this Court should seize the records of TSPA, TESCHER and SPALLINA, including but not limited to, phone records dating back to the time where TSPA began representing SIMON, bank account information, files and computer hard drives and disks, tax returns, etc.
7. to secure counsel for ELIOT, his children and the grandchildren so that they may be properly represented by counsel at hearings and in pleadings in the future.
8. At dispute, now that the estate has been re-opened, is who the ultimate beneficiaries will be, in light of the bogus docs in both the estate of SHIRLEY and SIMON? Either the ten grandchildren of TED, P. SIMON, ELIOT, JILL & LISA or ELIOT, JILL & LISA and there are major differences in the outcome for ELIOT and his children beneficiaries.