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. Finally that this Court 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[[1]](#footnote-1).

**INTRODUCTION**

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

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 INTERESTEDd 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) .

1. That ELIOT alleges that SIMON was considering changing his and his deceased wife SHIRLEY’s estates beneficiaries from three children, ELIOT, IANTONI & FRIEDSTEIN to his ten grandchildren from his five children, TED, P. SIMON, ELIOT, IANTONI & FRIEDSTEIN.
2. That On May 10, 2012 SIMON called for a meeting of his five children, SPALLINA & TESCHER to discuss ELIOT, IANTONI & FRIEDSTEIN giving up their inheritances and splitting it with the grandchildren instead, as SIMON was attempting to resolve disputes over his estate raised by TED and P. SIMON who 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.
3. That ELIOT, IANTONI & FRIEDSTEIN were unaware of what their inheritances were and that they were beneficiaries, as estate counsel TSPA, TESCHER & SPALLINA failed to send them accountings or inventories and more as required by law when SHIRLEY passed in December 08, 2010.
4. That when SIMON called ELIOT to inform him of the meeting as he was beneficiary, ELIOT was surprised to learn he was beneficiary and SIMON was surprised that he had not received documents from TSPA, TESCHER & SPALLINA and SIMON advised ELIOT to demand them 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.
5. That at the meeting, SIMON expressed that he was attempting to resolve the disputes with his other children and 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.
6. 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.
7. That IANTONI and FRIEDSTEIN appeared to be hostile about SIMON’s companion and upset they thought he would give their inheritances away or spend all his money traveling with her or other such nonsense about his relationship, as more fully described in Petition 1.
8. That when everyone was asked if they agreed with the new strategy, we all agreed to whatever was best for SIMON to relieve his stress and resolve the disputes and ELIOT stated he wanted to see the underlying documents of the estate that were owed to as beneficiary to review what he was signing away and granting to his children and TESCHER and SPALLINA stated that all the documents and some new documents would be sent explaining everything and for the beneficiaries to review.
9. That 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)”).
10. That none of the underlying documents necessary for any of the parties to sign the Waiver truthfully, acknowledging receipt of things they never received and more were sent prior to SIMON’s death months later.
11. That TED, P. SIMON, ELIOT and FRIEDSTEIN signed and returned their Waivers prior to Simon’s death.
12. That ELIOT signed his Waiver first and prior to SIMON’s death but put a disclaimer in his to TSPA, TESCHER & SPALLINA that he was only signing this to relieve the instant stress SIMON was in but was waiting for the underlying documents to come to verify the truthfulness of his statements in the Waiver.
13. That IANTONI did not sign her Waiver until after SIMON had passed on October 01, 2012. That without IANTONI’s Waiver, the statements made in an alleged “Full Waiver” (“Full Waiver”) of SIMON’s, allegedly signed on April 09, 2012 could not then be true however, as SIMON states under penalty of perjury that at the time he allegedly signed the document he had all the Waivers from the Interested Parties and this would not have been true in April 09, 2010 for any of the parties. In fact, in April 2012, the statements in SIMON’s Full Waiver were almost all untrue, see Exhibit \_\_\_\_\_, as none of the children even had Waivers in April 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.
14. 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 but had been suppressed and denied by TSPA, TESCHER & SPALLINA and remained suppressed and denied, despite multiple requests for them to be sent and ELIOT was forced to retain counsel for he and his children in efforts to get the documents from TSPA, TESCHER & SPALLINA.
15. That ELIOT’s counsel and children’s counsel after repeated requests orally and in writing finally received a partial and incomplete set of documents from TSPA, TESCHER & SPALLINA in January 11, 2013 and problems with the documents were instantly noticed.
16. That one of the first things noticed when receiving the documents and comparing them to the Court docketed records was that in the Court record it showed that the Waivers signed by the five children and allegedly by SIMON filed in October after SIMON’s passing where rejected by the Court on November 05, 2012 for failing to have a Notary Public notarize them.
17. That Simon’s Full Waiver allegedly signed by Simon and Witnessed by Spallina was never Notarized and remains in the docket not notarized per this Court’s rules.
18. **That it appears that when SIMON passed on September 13, 2013 he had never made any changes to his or SHIRLEY’s estate plans and died with the former beneficiaries still intact and the paperwork necessary to make any changes was not completed.**
19. **That the documents necessary to make the changes all appear to be Fraudulent and some appear Forged and almost all of them have legal defects rendering them void, mostly improper Notarizations failing to state Simon and others appeared or was known to the Notary Public on that date, as exhibited and evidenced herein as Exhibit \_\_\_\_\_ - Documents Legally Invalid in the Estates.**
20. That after reviewing the legally defective documents submitted in the estates, including but not limited to,
21. The Waivers signed 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,**
22. 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 things 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.
23. July 25, 2012 SIMON’s Will, improper notarization and witnessing by Lindsay Baxley (“BAXLEY”), Notary Public MORAN 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.
24. 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 on that date. SPALLINA acts as witness in estate documents his firm drafted and he has personal interests in.
25. 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.
26. 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.
27. 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,
28. UNDATED “NOTICE OF ADMINISTRATION” SIMON estate. Document missing date and court does not docket, date or officially stamp the document.
29. 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 were defective.
30. That it appears that after causing SIMON grave duress by withholding ALL of their children and themselves from seeing SIMON after SHIRLEY’s death, stress that affected him both physically and emotionally, TED, P. SIMON (who threatened SIMON with a lawsuit over her disinheritance), IANTONI and FRIEDSTEIN, weakened SIMON to the point in May 2012 when he called a meeting to discuss possible estate changes he was considering and wanted to get the five children together to discuss his proposition.
31. That SPALLINA stated in the May 10, 2012 meeting that his client, SIMON, was going **against his advice** and considering making changes to he and SHIRLEY’s long established estate plans.
32. That SIMON stated in the May 10, 2012 meeting that he attempting to resolve disputes with his other four children, TED, P. SIMON, IANTONI and FRIEDSTEIN.
33. That TESCHER and SPALLINA informed ELIOT, IANTONI and FRIEDSTEIN in the meeting that they were the ultimate beneficiaries of the estates of both SIMON and SHIRLEY and that TED and P. SIMON were excluded and their children from either estates.
34. That ELIOT, IANTONI and FRIEDSTEIN were then asked if they would be willing to give up their inheritances, which were unknown to them until this time, to now be split amongst the ten grandchildren equally instead.
35. That ELIOT agreed in part to do anything that would relieve SIMON’s disputes that were causing him emotional and physical duress and requested to see all the documents regarding his inheritance prior to agreeing in toto, which had been illegally suppressed and denied to him by counsel TSPA, TESCHER and SPALLINA in SHIRLEY’s estate for almost twenty two months, as they had not sent ELIOT any required documents as beneficiary notifying him of his rights and interests. ELIOT requested any documents effectuating any changes to his or his CHILDREN’s interests.
36. That ELIOT signed his Waiver without ever notarizing it and put in the return communication to SPALLINA that he was signing the Waiver to relieve the ongoing stress of SIMON and was still waiting for the underlying documents to validate and make true the statements he was claiming in the Waiver to be true. Without the underlying documents the claims in the Waiver are false and so remain today to be false and therefore perjured admittedly as they were false claims made under duress over my father’s health and worry of possible imminent heart attack, as more fully defined in Petition 1.
37. 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.
38. 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.
39. 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.
40. That SIMON’s disputes however did not end after the May 10, 2012 meeting as TED, P. SIMON, IANTONI and FRIEDSTEIN and in fact intensified as his children and their children maintained almost no contact what so ever with SIMON after, due to his relationship with his companion Maritza Puccio (“PUCCIO”) and these hostilities lasted until the day he died. The only child that remained close to SIMON after SHIRLEY’s death, to the day of his death was ELIOT and his children maintained contact weekly with SIMON too.
41. That the dispute and hate of PUCCIO by SIMON’s children raged even more viciously immediately after SIMON’s death when TED, P. SIMON, IANTONI and FRIEDSTEIN agreed to throw PUCCIO out of SIMON’s house, the house she had been living in with SIMON for months, the night he died. PUCCIO 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.
42. 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 PUCCIO regarding inheritance for her and a check they later claimed was unsigned. That TED then secreted the PUCCIO document that WALKER had given him and the check to PUCCIO, 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.

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 PUCCIO murdered SIMON, this all transpiring only a few hours after SIMON passed. All four siblings (other than ELIOT) and WALKER claimed PUCCIO murdered SIMON for his money, as fully described in Petition 1 and failed to tell the Sheriff of the PUCCIO documents and check, which would have at least provided some type of motive as PUCCIO was not included in the estates.

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.

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.

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.

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 docketing them with this Court and committing Fraud on this Court.

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.

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 that SIMON did not sign his documents in the presence of MORAN.

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.

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 in the estates of SIMON and SHIRLEY, which also were predicated on the felonious documents submitted and thereby each transaction represents another crime, part of the reason ELIOT’s filings are so lengthy.

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 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.

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.

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, creating proprietary insurance plans involving complicated and extensive trust work.

That in all the time TED, P. SIMON, IANTONI & FRIEDSTEIN had knowledge that a notarization was alleged fraudulent and forged, shortly after May 06, 2012 when Petition 1 was served on them, they took no corrective actions to notify the Court or criminal authorities of the crimes that had taken place.

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 an Emergency Hearing was 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.

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, 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 and now appeared in both estates to be legally void any thereby voiding any alleged changes making the distributions improper and potentially illegal.

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.

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 notarizations in their names

**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 EVIDENTIARY HEARING SCHEDULED \_\_\_\_\_\_\_\_.**

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/or an alleged “trustee” for his children beneficiaries and therefore must have the missing and suppressed documents in advance of the upcoming Evidentiary Hearing set for \_\_\_\_\_\_\_\_\_\_ to prepare properly for that hearing with certified and verified estate documents in both estates.

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.

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.

That ELIOT and his counsel in January 2013 only received an AMENDED 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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**

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.

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.

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.

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

That

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

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.**

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.

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.

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.”

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.

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.

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.”

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.

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.

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**

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**

That

That ELIOT would like to add to this Court record in Petition 7 – FILED DATE AND TITLED a new exhibit of his Answer and Cross Claim in the Jackson lawsuit.

**WHEREFORE, ELIOT PRAYS FOR:**

Certified Estate Docs ALL of them due to alleged and admitted notary public fraud already discovered and alleged forgery. NEED THIS INFORMATION ASAP TO PREPARE FOR HEARING

Notary committed alleged Fraud and Forgery but TSPA, TESCHER and SPALLINA delivered these documents to the Court as counsel for the estate and the Personal Representative SIMON after he was dead. That after being noticed in Petition 1 \_\_\_\_\_\_ on \_\_\_\_DAY, estate counsel failed to notify the Court of their Fraud on the Court and more.

Removal of Personal Reps, oops there are none, as the court stated “I should read all of you your Miranda Rights” twice to SPALLINA, Tescher, TED, MANCERI (SPALLINA Tescher Attorney) when finding out the estate was closed with documents notarized by a dead man and where no Successor was ever made or appointed because of the improper closing of the Court without a PR at the time of closing.

IMMEDIATE removal of estate counsel 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 and need to get counsel to represent them individually and professionally and as estate counsel in these matters forward.

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.

That ELIOT demands the estate and the grandchildren are properly represented by counsel at hearings and in pleadings in the future.

That ELIOT demands that any attorneys at law are represented in any conflicting roles they are acting in and acknowledge these conflicts to the Court and all potential beneficiaries to have them either approved or quashed.

That ELIOT demands that all parties have independent counsel in all future proceedings, with new Attorneys at Law picked by new PR’s, who are to be elected in the newly re-opened estate of SHIRLEY where the estate was improperly closed due to fraudulent notarizations and more.

In the upcoming Evidentiary Hearing, to prevent future and ongoing conflicts to prevail, this Court should demand all parties be represented either Pro Se or by independent counsel.

The estate was closed by a Dead Personal Representative SIMON who signed documents to close the estate of SHIRLEY two months after he was deceased. So, who then is the new Personal Representative and was a new PERSONAL REPRESENTATIVE or SUCCESSOR TRUSTEE ever assigned? No one at that time and currently at this time is acting as Personal Representative due to the Fraud on the Court that took place in the closing documents and waivers in the estate of SHIRLEY.

That TED came into Court at the hearing on September 13, 2013 and stated he was Successor Trustee to the estate of SHIRLEY but there was no hearing for Successor by this Court and the Court never appointed anyone due to the Fraud on the Court by TSPA, Tescher, SPALLINA and Moran.

That the estate Attorneys TSPA, Tescher and SPALLINA, did not notice the Court that there was no Personal Representative representing the estate prior to the hearing and thus failed in their ethical and legal responsibilities to protect their client the estate by having a Personal Representative at the hearing.

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.

1. Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."

In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice. [↑](#footnote-ref-1)