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In THE CIRCUiT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF CASE no. 502012CP004391XXXXSB

Simon bernstein , NOTICE OF MOTION

Deceased HON. JUDGE MARTIN H. COLIN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

Eliot ivan bernstein, PRO SE

Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE’s (1-5000)

Respondents.

ADDITIONAL RESPONDENTS TO BE ADDED

LISA FRIEDSTEIN
JILL IANTONI
PAMELA SIMON

INTERESTED PARTIES TO BE ADDED

JOshua ennio zander bernstein – ELIOT MINOR CHILD
Jacob noah archie Bernstein – ELIOT MINOR CHILD
Daniel Elijsha Abe Ottomo Bernstein – ELIOT MINOR CHILD
ALEXANDRA bernstein – TED ADULT CHILD
ERIC BERNSTEIN - TED ADULT CHILD
Michael bernstein – TED ADULT CHILD
MATTHEW LOGAN – TED’S SPOUSE ADULT CHILD
Molly norah simon – pamela adult child
Julia iantoni – jill minor child
Max FRIEDSTEIN – lisa minor child
CARLY FRIEDSTEIN – lisa minor child

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

# NOTICE OF MOTION

**PLEASE TAKE NOTICE** that upon the accompanying affirmation; Pro Se[[1]](#footnote-1) Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge David E. French, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to **(i) 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 (ii) FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS (iii) TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY and (iv) CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE** and such other relief as the Court may find just and proper. That due to extraordinary circumstances defined herein that will cause an immediate lights out situation on Petitioner’s family, including three minor children who are Beneficiaries of the estate, due to Admitted and Acknowledged Forgeries and Fraud by the alleged Personal Representatives and their Licensed Notary Public, Kimberly Moran (“Moran”) submitted to the Florida Governor’s Office Notary Public Investigations Division regarding documents of the estate filed with this Court, Petitioner requests this Court not wait for a hearing to be scheduled but instead act on its own motion immediately to stop these now **LIFE THREATENING EMERGENCIES** and to stop further crimes from being committed and order **EMERGENCY RELIEF AND PROTECTION** to the Beneficiaries to curtail an attempted Extortion of Petitioner, as described herein. Note that the **ADMITTED FRAUD AND FORGERIES OF DOCUMENTS WAS SUBMITTED AS PART OF FRAUD ON THIS COURT DIRECTLY TO THIS COURT** and therefore these Admitted and Acknowledged Felony crimes detailed herein have been committed directly against this Court in addition to Petitioner, Beneficiaries and Interested Parties. This Court should therefore take immediate Judicial Notice of the facts contained herein, including but not limited to, Admitted and Acknowledged Forgeries and Fraud and take immediate corrective measures.

Dated: Palm Beach County, FL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ERIC BERNSTEIN

MICHAEL BERNSTEIN
MATTHEW LOGAN

MOLLY NORAH SIMON

JULIA IANTONI
MAX FRIEDSTEIN

CARLY FRIEDSTEIN

That Eliot requests the Court add P. SIMON, IANTONI and FRIEDSTEIN as Respondents and add each grandchild of SIMON and SHIRLEY separately as Interested Party Respondents.

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 against them for their crimes admitted to already before this Court and those they are responsible for admitted to by others.

## 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 four of their five children everything from the moment they hit it big in 1970’s, maybe too much.
2. That one child, ELIOT, rejected the big house, chauffeured limousine to school, free ride in college paid for by mom and dad, etc., as wanted to be like his father, a self-made man, who made it on his own and built his own castle, as SIMON had done since he was forced to work when his father died leaving his family at the time without a breadwinner.
3. That in 2012 SIMON was considering changing him and his deceased love SHIRLEY’s long standing estates beneficiaries from the three children, ELIOT, IANTONI & FRIEDSTEIN to his ten grandchildren.
4. That TED and P. SIMON were disinherited from the estates not just because they received the family businesses and ELIOT, IANTONI and FRIEDSTEIN did not but also due to their pathetic and cruel behavior towards he and SHIRLEY in the waning years of their lives. The rift between P. SIMON and them beginning several years prior to SHIRLEY’s death and lasting until the day SHIRLEY DIED and SIMON died, including isolating her very own child from her grandparents, using her child to torture and punish them.
5. That immediately after SHIRLEY died, TED and P. SIMON both ceased seeing SIMON almost entirely, after learning from TSPA, TESCHER and SPALLINA that TED had also be disinherited both because he got companies of he and SIMON’s and his pathetic behavior after. That TED and PAM were recruited by IANTONI and FRIEDSTEIN to join the isolation of SIMON and together the four of them, like a gang of pack wolves began preying on SIMON, precluding their children, and ALL OF THEM, from seeing SIMON to the day he died on September 13, 2012, almost a year and half barely seeing or talking to him, a cruel and unusual punishment to a man suffering the loss of the love of his life.
6. That disputes after SHIRELY’s death now raged between 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 boycott them with their children, refusing to see him if he continued dating her, refusing to see him if MARITZA was around, 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 love sickness and this stress easily could have killed him.
7. That ELIOT refused to partake in the boycott and it was four against one as usual.
8. 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.
9. 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 with his children their grandfather and join the gangbang.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. That P. SIMON had threatened SIMON with litigation for inheritance after SHIRLEY passed and this crushed SIMON even further.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. That 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.
25. 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.
26. 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.
27. 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.
28. That the morning of SIMON’s death, TED ordered an autopsy of SIMON.

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

### STRIKE ONE

1. 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)”).
2. 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.
3. That TED, P. SIMON, ELIOT and FRIEDSTEIN signed and returned their Waivers prior to Simon’s death.
4. 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.
5. 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.
6. That in fact, IANTONI did not even sign her Waiver until after SIMON had passed on October 01, 2012.
7. 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.
8. 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.
9. 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,
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. That 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.
17. 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 \_\_\_\_\_\_\_\_\_.
18. 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.
19. 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.
20. 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 should be null and void.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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 and MARITZA 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.
34. That ELIOT will provide these credible witnesses upon the promise of protection of them by this Court, as several of them fear TED, in order for them to testify to the relationship SIMON had with his children prior to his death.

### STRIKE THREE – YOU’RE OUTTA THERE!

1. That with the first STRIKE being dealt by the Court upon return of the un-notarized Waivers, the second STRIKE being dealt when the Court rejected the second set of Waivers in the hearings, as admittedly fraudulent and of little use other than evidence of criminal wrongdoings, a new third attempt was hatched to further fraud the Court regarding the Waiver’s ,the day of the hearings, using this time Affidavits, see Exhibit \_\_\_\_\_ - Affidavits and UN-NOTARIZED WAIVERS signed the day before the hearing by TED, P. SIMON, IANTONI and FRIEDSTEIN and all contained an attached Exhibit A.

## AFFIDAVITS BY PARTIES ALLEGED IN FRAUD IN EFFORTS TO MAKE FRAUD AND FORGERY OK BY THIS COURT

1. That the first part of the filing on September 13, 2013 is an affidavit, attested to under sworn oath and one of the most damning evidences under oath is the following statement, “It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs” signed by TED, P. SIMON, IANTONI and FRIEDSTEIN. These are then sworn statements of Forgery, a felony crime.
2. That where MORAN stated to the Governor of Florida Notary Public division, in sworn and acknowledged statements that the two Waivers for each party were “identical” and this would constitute additional evidence of perjury in addition to Forgery as the parties now all claim someone else signed their signatures on the Fraudulent documents admitted to by MORAN, including ELIOT, that the notarized Waivers were not personally signed by them and thus forged.
3. That knowing of a Felony and failing to report it to authorities is Misprision of a Felony, that attempting to cover it up and pooh pooh it through an affidavit that further states, “7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit ‘A’ is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.” appears to be Aiding and Abetting, especially where such reckless disregard of law benefits certain of the parties personally or as trustees of alleged estate beneficiaries to the disadvantage of others. Analogous to this would be a bank robber robbing a bank and on the way out the door after killing the guard but handing out $100.00 bills to the rest of the people in the bank who then tell authorities it was ok that he robbed the bank, we forgive him and let’s move on, while pocketing the $100.00.
4. That Your Honor’s words linger from the hearing, “17 THE COURT: Mr. Bernstein, I want you to understand something. Let's say you prove what seems perhaps to be easy, that Moran notarized your signature, your father's signature, other people's signatures after you signed it, and you signed it without the notary there and they signed it afterwards. That may be a wrongdoing on her part as far as her notary republic ability, but the question is, unless someone claims and proves forgery, okay, forgery, proves forgery, the document will purport to be the document of the person who signs it, and then the question is, will something different happen in Shirley's estate then what was originally intended?”
5. That now that the Prima Facie evidence of Forgery exists by admittedly by five out six signors of the Waiver denying that is their signature, the Court can presume the document is forged and not the document of the person who signed it. That without the Waivers and without Simon to sign one, the intent of SIMON is clear, he never signed one and never made any changes, as the oral agreement was violated every day after it was agreed on to the day he died.
6. That without the estate closed with these fraudulent and forged documents, no changes to the beneficial interests could be made by SIMON while he was alive by altering his Simon Bernstein Trust to change SHIRLEY’s beneficiaries. Where the fraud in SHIRLEY’s estate is only enabled through execution of documents in SIMON’s estate, the two estates are joined at the hip and therefore SIMON’s documents must now be entered into this Court and reviewed in light of the total picture of Fraud that is going on in this Court and Hon. Judge French’s court in SIMON’s estate.
7. That Exhibit A of the Affidavits is what is alleged as the Waivers, in fact, the un-notarized Waivers originally rejected by the Court, are now re-submitted to the Court, in efforts to fool the Court to accept them as valid without any question as to the validity of the Waiver being tendered to this Court. Why did they not execute new notarized Waivers in the present that could have been tendered to the Court as valid and instead are forced to attempt to have your honor again accept UN-NOTARIZED Waivers and be unable to challenge their validity? Why did they not submit the fraudulently notarized Waivers and attest to their validity as they need Notarization to conform to the requirements of this Court? Where this Court has a rule that Waivers must be notarized and thus in no way can Exhibit A have been executed at that time in the past or any time henceforth in conformity with the requirements of the Court without a notarization, despite conflicted parties attempting to tell the Court that it is valid but the validity cannot be questioned cause they say so. Where ELIOT awaits Your Honor’s ruling as to the validity of Exhibit A, which the Court has already rejected once.
8. That it seems impossible for this Court to accept the Affidavits and Waivers submitted and close the estate of Shirley, without checking the validity of the Waivers being used and merely accepting four out of six of the Waivers as valid based on conflicted parties representations that they are valid without question, “as if” their un-notarized Waivers are valid despite the Admission and Acknowledgement of Fraudulent Notarization and their admission that they are FORGED.
9. That these Waivers submitted are a part of a Pattern and Practice of Fraud on this Court 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.
10. That in all the time TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI & FRIEDSTEIN had knowledge that notarizations and other documents were alleged fraudulent, 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.
11. 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 to ELIOT, 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 who as always did the right thing.
12. 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.
13. 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 fraudulent documents in question to enable them to do so.
14. 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 as gang, 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.
15. That they forget to send ELIOT an affidavit, presumably knowing ELIOT would not participate in fraud or attempts to cover up felonies and excuse criminal acts done in the estate. More importantly ELIOT does not believe they have an affidavit for the one person, more important than any other to effectuate any change in the estates, the one 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 but only when dead. 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 as part of an attempted cover up for crimes they knowingly were partaking in through another Fraud on this Court.
16. That several problems appear with the new Affidavit and Exhibit A - Waiver attached to each affidavit signed on September 12, 2013.

## defects in waivers Resubmitted to this court with another NOT NOTARIZED Waiver on September 13, 2013, the day of the hearing.

* 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, PAMELA B. SIMON, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, Illinois, and who has an interest in the above estate as beneficiary of the estate:” That this statement by P. SIMON that she is a beneficiary of the estate at that time is wholly false and perjured, as P. SIMON 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, P. SIMON was excluded from the estate as a beneficiary and the proposed changes in beneficiaries was to make her adult child a beneficiary, again skipping P. SIMON and leaving her out of the estate as beneficiary in either scenario.
	3. That the Waivers are all tendered to the Court and docketed in the Court on October 24, 2012, two months after SIMON passed. That on the day the Waivers were tendered to the Court by TSPA, the statements in the Waiver are materially false and estate counsel TSPA, TESCHER and SPALLINA knew that they were false statements at the time of filing but filed them regardless of the truth of the claims being made on that date to this Court and without notifying the Court that Personal Representative had died and filed the necessary papers for successor to be chosen to approve and sign off on all these claims, as none existed at the time the Waivers were tendered.
	4. That on the date the Waivers were filed with the Court, there was no Personal Representative or Trustee of the estate as SIMON died and no one ever replaced him or was Court appointed, as evidenced in the hearing before this Court on September 13, 2013.
	5. That due to the fact there was no trustee, the following claims could not have been true in the Waivers on that date filed with the Court,
		1. That in subsection (b) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN “Waives the filing and service of a final or other accounting by the personal representative.” Where there was no Personal Representative at that time, this statement appears false both then and now in their new Affidavits with UN-NOTARIZED Waivers.
		2. That in subsection (c) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN “Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation.” That for the same reason as above that there was no personal representative at that time and therefore none of the people could be employed by the personal representative of whom rights were being waived for, this statement appears false both then and now.
		3. That in subsection (d) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN, “(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 for the same reason as above that there was no personal representative at that time this statement also appears false as how can one determine the compensation of one that does not legally exist at the time. Also, this statement appears false as IANTONI and FRIEDSTEIN stated to ELIOT that they had no documents in the estates either at the time of SIMON’s death and after and thus how could they attest to having knowledge of something that is not true. If they did have the knowledge gained from documents or other information this would prove that TSPA, SPALLINA and TESCHER were working with certain beneficiaries to the disadvantage of another, as ELIOT did not have any documents to have such knowledge.
		4. That in subsection (f) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN, “(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned” where there was no Personal Representative at the time to discharge or notice thereof.
		5. That in subsection (g) of the Waiver each party, TED, P. SIMON, IANTONI, FRIEDSTEIN, “(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled” but where there was no receipt of distribution of the share of the estate to which the undersigned was entitled for IANTONI and FRIEDSTEIN, as they have claimed that they too did not receive any documents from TSPA, TESCHER and SPALLINA for months after SIMON’s passing.
1. That ELIOT claims that his un-notarized Waiver is fraught with lies and perjured statements signed again under duress and led to believe that his document would not be tendered without his review of the documents and that he signed to relieve his father of instant stress, mental torture and possible heart failure. That months passed from May to October and ELIOT thought nothing ever came of the changes as he never received the underlying documents to approve and make his Waiver valid and as the disputes raged on and SIMON grew angrier at his children until the day he died.
2. That TSPA, TESCHER and SPALLINA FAILED TO NOTIFY ELIOT THAT HE WAS A BENEFICIARY in the estate of SHIRLEY in violation of law and then when he did find out in May 2012, they refused to turn over ANY documents to ELIOT while he was a beneficiary of the estate of SHIRLEY to make those claims in his Waiver true and forced him to sign them blindly in love of his father, through deceit that everything due ELIOT legally as a beneficiary would be coming soon to review and where ELIOT did not want time to pass so his father did not die from the stresses being heaped upon him.
3. That when they knew they would never get ELIOT to participate in a Fraud, TSPA, TESCHER, SPALLINA and MORAN decided to commit fraud for him through forging his name to obliterate the wishes and desires of SIMON and replace them with the wishes and desires of TED, P. SIMON, IANTONI, FRIEDSTEIN, SPALLINA and TESCHER.
4. That ELIOT’s un-notarized Waiver was rejected by the Court and the notarized one is not ELIOT’s original Waiver and is not ELIOT’s writing in the date as with the alleged original and is not ELIOT’s signature from the alleged original.
5. That ELIOT alleges that the alleged original UN-NOTARIZED document in the Court docket is also not the document ELIOT sent to TSPA, TESCHER and SPALLINA and that document may have been altered as well and ELIOT waits an opportunity to inspect the original documents and all of them with forensic experts.

## 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 to ELIOT and instead suppressed and denied from ELIOT and his former counsel with scienter. 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 since the May 2012 meeting and over a year since SIMON passed away by estate counsel. Why this Court must ask if all is on the up and up are they violating law and denying and suppressing this and so many other documents and those documents produced all appear to be defective and NOT legally binding.
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.” That ELIOT states that as the Will of Shirley and estate of SHIRLEY was administered FRAUDULENTLY with FORGED signatures, the trusts of SHIRLEY are also being improperly enforced as part of the FRAUD and are therefore relevant to discuss at the hearing.
23. That Your Honor should consider granting some immediate relief to protect the family of ELIOT from now both financial and physical harm, 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. That ELIOT asks how can this Court allow TSPA, TESCHER, SPALLINA, MANCERI and TED to continue to represent any parties or the estates in these matters when they now have MASSIVE conflicts as they are alleged and admitted in certain instances to be part of the fraudulent activities?????
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 throw he and his family on the street, starve them and shut down his children’s income sources if he did not go along with the gang in thwarting SIMON and SHIRLEY’s desires.
26. That now with fear that ELIOT may prevail and uncover their crimes for which they may serve time or more, this becomes a very real and credible concern that CANDICE has for her children. ELIOT fears no evil.
27. That after some bantering at the hearing of why ELIOT refuses to take money from a Condominium sale that he alleges took place using fraudulent documents with fraudulent fiduciary powers behind he and his children’s counsel’s backs and that taking the distribution knowing that is was part of fraud would make him part of fraud and thus his integrity would be to see his children starve before teaching them that committing crimes against others to feed them would be right, well Your Honor, perhaps that is wrong in Your Court but I also file the simple 10 commandments, which makes it wrong in coveting what is not yours and that I would not violate despite claims that my children would need a guardian recommended by counsel that commits fraud. However, since your honor discovered that the monies from the condominium had already been converted through distributions made through this fraudulent scheme to change the beneficiaries without proper documents, based on what people believe should be done and not what SIMON and SHIRLEY did, there is money there that perhaps can be accessed to please both Your Honor’s idea to take tainted money and feed his children and ELIOT’s idea to refuse the money and watch his children and family suffer.
28. That this Court could now order that UNTIL all matters, in both estates by fully resolved both criminally and civilly and the true and proper beneficiaries of both estates and ALL trusts can be determined, Your Honor can request relief, seeing that Fraud and Forgery has been already committed against ELIOT by opposing counsel directly. Relief could be granted by Your Honor to simply use the funds that ELIOT refuses to take to the wrong parties at the moment and use them now to replenish and replace the intentionally depleted school trust funds of ELIOT’s children 100% and continue the monies agreed to in the Advanced Inheritance Agreement to provide for ELIOT and the children’s needs as planned by SIMON and SHIRLEY and as they have for years, until TSPA, TESCHER, SPALLINA and TED committed further alleged fraud and extortion by fraudulently depleting the children’s school accounts to feed the family and then cease all income for ELIOT and the children overnight with virtually no warning in attempts to extort him to participate in Fraud.
29. That by Your Honor using the funds in this manner, ELIOT does not have to take the money from the fraudulent condominium sale to the wrong beneficiaries and participate in fraud and when the Courts and CRIMINAL AUTHORITIES finish their investigations and all is rectified according to law, Your Honor can then simply deduct those monies advanced to provide for ELIOT and his family from the proper parties who ultimately inherit them and this resolves both ELIOT and Your Honor’s concerns that ELIOT and his family eat and have basic and all expenses covered for their lives in amounts provided under the estate plans and contracts signed with SIMON and SHIRLEY, as were the wishes and desires of SIMON and SHIRLEY according to their last valid wishes and desires and legally binding estate plans and not the wishes of those participating in fraud and more.
30. That in learning at the hearing that despite knowing of the fraudulent and forged signatures in their names and that the Condominium may have been sold fraudulently and without notice of these crimes to the buying parties and any creditors (i.e. Stansbury), the Courts, ELIOT and ELIOT’s children counsel, TED, P. SIMON, IANTONI and FRIEDSTEIN already converted the monies into some form of trust accounts that ELIOT still has no records of what these trusts are, there is great concern that as Trustees they have failed miserably to protect their children, knowing that these monies are fraudulent and may be revoked according to law.
31. That the integrity and trust of estate counsel and the four siblings is now in question, this Court should demand that all those who participated by thrown out of any fiduciary capacities, at minimum, until this Court and law enforcement determine if they should be prosecuted for their crimes.
32. That at the closing of the hearing Your Honor states, “10 THE COURT: If it comes to you as trustee for your children, you are ‐‐ you have a duty to only use it for the children, not yourself. Not you. You still have to work for you. Now, you don't have to work for your children, maybe. You still have to support yourself. MR. ELIOT BERNSTEIN: Yeah. THE COURT: The money has to get spent on your children if that's how you get it,” which then answers Your Honor’s earlier question of if the documents are forged what does it change and here in your statement we see that it has a major effect on how and who the money is taken by and what is more important, is that the money be taken according to the final wishes of SIMON and SHIRLEY prior to all this fraud attempting to thwart their wishes.
33. STOP
34. 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.
35. 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.
36. 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.
13. That on September \_\_\_ MANCERI acting on behalf of Estate Counsel TESCHER and SPALLINA drafted Orders for this Court, at this Court’s request and sent them to ELIOT for approval. That as Your Honor can see from the Orders presented and the comments of ELIOT, in EXHIBIT \_\_\_\_\_, the Orders drafted were opposite of what the Court told him to draft and a very clever attempt to try and manipulate the Court through Orders written opposite Your Honor’s words and in efforts to try and disadvantage ELIOT.

## 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 based on the evidence already presented herein and in Petitions 1-7, ELIOT requests that this Court order Forensic experts to examine ALL documents and records in the estates of both SHIRLEY and SIMON as they relate to SHIRLEY and force the parties who have created these messes through criminal acts upon this Court and others to pay all expenses to cover the costs and post further bonds and surety and any other relief Your Honor sees fit to protect the estate and ultimate beneficiaries from any of these costs due to the acts of others.

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

1. That based on the evidence already presented herein and in Petitions 1-7, ELIOT requests that this Court order, now that it has ordered the

## 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 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 , fully incorporated in entirety by reference herein.
2. That ELIOT has filed a Cross Claim and Third Party complaint in a federal lawsuit in the US District Court, Northern District of Illinois and whereby that filing is Exhibited herein and in addition to the insurance fraud claims in Petition 1 and 7, as further evidence of fraud in the estates, enabled by the forged and fraudulent documents in SIMON’s estate, as Exhibit \_\_\_ - ELIOT Answer, Cross Claim and Third Party Complaint.
3. That this Court must notify that Court of its findings at the hearings and how it is alleged that all these frauds on the courts and beneficiaries may be inter related and how this lawsuit may have been filed to evade Your Honor and get the court order the life carrier demanded before paying benefit to the parties claiming it as it was deficient and may have been a fraudulent claim.

## 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. 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.
2. 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

**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.

**NOTE TO COURT:** All Uniform Resource Locators ( URL’s ) and the contents of those URL’s are incorporated in entirety by reference herein to be included in your hard copy file WITH ALL EXHIBITS, as part of this filing. Due to allegations alleged by former New York State Supreme Court Attorney and Attorney Misconduct Expert, Whistleblower Christine C. Anderson regarding Document Destruction in Official Court and Prosecutorial Proceedings and Tampering with Official Complaints and Records, please PRINT all referenced URL’s and their corresponding exhibits and attach them to your hard copy file of this Correspondence, as this is now necessary to ensure fair and impartial review and insure that documents are not being tampered with in transit or in-house. Further, new evidence in the Iviewit RICO shows that Senior Ranking Officials of the New York Supreme Court and its Disciplinary Departments violated Anderson and the Plaintiffs in the legally related lawsuits by Federal Judge Shira A. Scheindlin to Anderson, rights, by Violations of the Patriot Act against them in efforts to “Obstruct Justice” and further MISUSED FUNDS AND RESOURCES OF THE JOINT TERRORISM TASK FORCE TO MONITOR THEM DAILY, INTERFERE WITH THEIR LEGAL CASES AND CRIMINAL COMPLAINTS, DENY THEM DUE PROCESS and more.

In order to confirm that NO DOCUMENT DESTRUCTION OR ALTERCATIONS have occurred in this instance, once docketed please return a copy of this correspondence with all exhibits and materials included, to Eliot I. Bernstein at the address listed herein. This will insure that all parties are reviewing the same documentation and no additional illegal activity is taking place. If you, for any reason, are incapable of providing this confirmation copy, please put your reasons for failure to comply in writing and send that to Eliot I. Bernstein at the address listed herein. Note, that this is a request only for a copy of this Correspondence and the referenced materials and NOT a request for any Case Investigation or protected or confidential information, which may be protected by law.

Respectfully submitted,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: Palm Beach County, FL Eliot I. Bernstein

2753 NW 34th St.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013 Boca Raton, FL 33434

(561) 245-8588

**PROOF OF SERVICE BY E-MAIL**

I, Eliot Ivan Bernstein, the Petitioner certify that on 28th day of August, 2013 I served this notice of motion by emailing a copy to all of the following:

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Dated: Palm Beach County, FL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Eliot I. Bernstein

 2753 NW 34th St.

 Boca Raton, FL 33434

 (561) 245-8588

**Exhibit 1**

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)