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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  
SIMON BERNSTEIN,  
Deceased

CASE NO. 502012CP004391XXXXSB  
NOTICE OF MOTION  
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  
MARK MANCERI, ESQ. (BOTH PERSONALLY &  
PROFESSIONALLY)  
MARK R. MANCERI, P.A. (AND ALL PARTNERS,  
ASSOCIATES AND OF COUNSEL)

**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

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**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that upon the accompanying affirmation; Pro Se<sup>1</sup> 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**

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<sup>1</sup> 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.

**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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MICHAEL BERNSTEIN  
MATTHEW LOGAN  
MOLLY NORAH SIMON  
JULIA IANTONI  
MAX FRIEDSTEIN  
CARLY FRIEDSTEIN



That Eliot requests the Court add MANCERI, MRM, P. SIMON, IANTONI and FRIEDSTEIN as Respondents and add each grandchild of SIMON and SHIRLEY separately as Beneficiaries/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<sup>2</sup>. 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**

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<sup>2</sup> 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.

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:
  - i. 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”).
    - i. [www.iviewit.tv/20130506PetitionFreezeEstates.pdf](http://www.iviewit.tv/20130506PetitionFreezeEstates.pdf) 15th Judicial Florida Probate Court and
    - ii. [www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf](http://www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf) US District Court Pages 156-582
  - ii. May 29, 2013, ELIOT filed Docket #28 “RENEWED EMERGENCY PETITION” (“Petition 2”).
    - i. [www.iviewit.tv/20130529RenewedEmergencyPetitionSIMON.pdf](http://www.iviewit.tv/20130529RenewedEmergencyPetitionSIMON.pdf)
  - iii. 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”).
    - i. [www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSIMON.pdf](http://www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSIMON.pdf)
  - iv. July 15, 2013, ELIOT filed Docket #32 “MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS” (“Petition 4”).
    - i. [www.iviewit.tv/20130714MotionRespondPetitionSIMON.pdf](http://www.iviewit.tv/20130714MotionRespondPetitionSIMON.pdf)
  - v. July 24, 2013, ELIOT filed Docket #33 “MOTION TO REMOVE PERSONAL REPRESENTATIVES” **for insurance fraud and more.** (“Petition 5”).
    - i. [www.iviewit.tv/20130724SIMONMotionRemovePR.pdf](http://www.iviewit.tv/20130724SIMONMotionRemovePR.pdf)

- vi. 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”)
  - i. [www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf](http://www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf)
- vii. 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 POST MORTEM CHANGES TO SIMON AND SHIRLEY’S BENEFICIARIES**

### **BACKGROUND UPDATE – GANG OF TWO BECOMES GANG OF FOUR**

- 2. 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.
- 3. That one child, ELIOT, when they hit the big time rejected the big house, chauffeured limousine to school, free ride in college paid for by mom and dad, etc., as he wanted to be

like his father. A self-made man, who made it on his own and built his own castle for his own bride, as SIMON had done with SHIRLEY. In his teens SIMON was forced to work when his father died leaving his mother and sister at the time without a breadwinner and a brother 10 years older at war and so he became the head of the household.

4. From nothing SIMON and SHIRLEY built a large estate through SIMON'S sales in life insurance for high net worth individuals and large corporations, one of the most successful careers in the industry and he was an innovator in complex insurance trusts such as VEBA's and ARBITRAGE LIFE, both highly sophisticated insurance funding vehicles.
5. That in 2012 SIMON considered changing his and his deceased love SHIRLEY'S long standing estate beneficiaries from three of five of their children, ELIOT, IANTONI & FRIEDSTEIN to his ten grandchildren to end disputes with his four other children.
6. That TED and P. SIMON were disinherited from the estates prior, not just because they received the family businesses worth millions and ELIOT, IANTONI and FRIEDSTEIN did not but ELIOT also alleges that they remained out of the estates until the end due to their pathetic and cruel behavior towards SIMON and SHIRLEY in the waning years of their lives to the day they died.
7. That the rift between P. SIMON and her parents began several years prior to SHIRLEY'S death when a transfer of companies between P. SIMON, D. SIMON and SIMON went wrong and SIMON felt that they did not honor their buyout terms and this dispute lasted until the day SIMON died. That in earlier estate plans allegedly done in 2000 by Proskauer Rose, LLP, evidenced in Petition 1, "EXHIBIT 6 - PROSKAUER ROSE INSERTED EXHIBIT 1 OF WILL OF SIMON L. BERNSTEIN," P. SIMON was already disinherited for compensation received.

8. That P. SIMON and D. SIMON started an isolation of SIMON and SHIRLEY and withheld their child depriving her from her grandparents, using her to torture and punish them if they did not put them back in the estate plans. In the 2008 estate plans, SIMON and SHIRLEY did not put P. SIMON back in and then allegedly in 2012 SIMON did make changes but that will evidenced herein to be part of a post mortem fraud to change the beneficiaries, yet still excluded P. SIMON from the estates.
9. 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 been disinherited both because he got companies of he and SIMON'S worth millions and his pathetic behavior immediately prior to SHIRLEY'S death and until the day SIMON died. TED was disinherited out of the estates in 2008 with P. SIMON and both were enraged that they got the family businesses and nothing else and were disinherited.
10. That TED and PAM, after SHIRLEY'S death recruited IANTONI and FRIEDSTEIN and their children to join the isolation of SIMON and deprive him of their children too, now not only because of TED and P. SIMON'S anger over being disinherited for compensation received while their parents were alive but now it was claimed that their assault on SIMON was due to his companion MARITZA.
11. That once the four of them joined together like a gang of pack wolves they began preying on SIMON, precluding their children and ALL OF THEM, from seeing or contacting SIMON almost entirely from the day SHIRLEY died until the day SIMON died on September 13, 2012. In the year and half from SHIRLEY to SIMON'S death his four other children barely seeing or talking to him and when they did it was full of "piss and vinegar." Demanding SIMON to change the beneficiaries of his and SHIRLEY'S estates

and stop seeing his companion MARITZA, or else, further isolation and deprivation, a cruel and unusual punishment to a man suffering the loss of the love of his life, the man who gave them everything. This extortion of SIMON to meet their demands or else lose four of his five children and seven of ten grandchildren was devastating to SIMON, 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 sickened at his recent loss of SHIRLEY and this added stress easily could have killed him.

12. That when ELIOT would not join the gangbang when approached with the idea, they stopped seeing and talking to ELIOT too, not that ELIOT talked to them much anyway prior. ELIOT had stopped talking with TED years earlier for his acts in business against ELIOT and ELIOT'S friends who worked for TED (who later also disowned TED) and ELIOT washed his hands of TED back in college when they ceased doing business together.
13. That ELIOT washed his hands of P. SIMON years earlier when he was 30 over bad business dealings, when P. SIMON began to run the businesses and began failing to pay ELIOT according to contracts and moved to push him out of the family business and sued ELIOT in this same courthouse, as evidenced in Petition 1. ELIOT then quit selling for the family businesses because PAM had offended ELIOT, ELIOT'S friends who worked for him and ELIOT'S clients <http://www.iviewit.tv/inventor/clientlisting.htm> , due to her bad business practices and ELIOT then left to work for Rock-It Cargo USA, a company that moves entertainment performers and their gear worldwide and never returned to selling insurance.

14. That ELIOT did not work for SIMON or P. SIMON'S companies ever and had his own businesses with his friends started in college in their dorm and then moving thousands of miles away from the Chicago family business to California and worked from his garage with his college buddies, whilst TED and P. SIMON worked for SIMON in palatial offices and basically counted SIMON'S money and money from ELIOT'S sales, as ELIOT was their top salesman year after year. SIMON hired P. SIMON'S husband, D. SIMON and his brother A. SIMON to work in the offices as legal counsel for his companies' right of college.
15. 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, until the pain that was heaped upon that by this isolation torture. 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.
16. That ELIOT was confronted by three of TED'S children who were sent to tell ELIOT that he was enabling SIMON to see MARITZA by visiting SIMON and MARITZA weekly with his children, as this was allegedly enabling SIMON to continue his relationship with MARITZA. They wanted ELIOT to stop seeing SIMON and deny his children their Zeida aka Grandpa and join the "TOUGH LOVE" pogrom on his father and join the gangbang to force him to stop seeing MARITZA, who they alleged was stealing all his money and according to TED, MARITZA had robbed SHIRLEY and SIMON and more.
17. That ELIOT was appalled by learning that all other children and grandchildren were part of this isolation and deprivation torture on SIMON, especially since some of the grandchildren were adults with their own minds. ELIOT stated to TED'S children when

asked to join the gang, that what they were doing to SIMON was killing him and making him sad, depressed and physically weak. SIMON had a heart condition where this torturous stress could kill him and ELIOT told TED'S children to tell his brother TED that he was insane, as more fully described in Petition 1, Exhibit 1, where TED states bizarrely when confronted with this psychotic boycott of his father that gave him the world, in an email to ELIOT when confronted with the abuse of their father,

From: Ted Bernstein  
[mailto:[TBernstein@lifeinsuranceconcepts.com](mailto:TBernstein@lifeinsuranceconcepts.com)]  
Sent: Saturday, April 07, 2012 11:45 AM  
To: Eliot Ivan Bernstein  
Subject: RE: passover

Eliot,

Although I normally do not like to have these discussions via email, it does seem important to say this in a way that is documented in the record. None of this is directed at any person, in particular, and can be shared with anyone you feel is necessary. What follows is simply intended to be a roadmap. My primary family is Deborah and our four children. They come first, before anything and anyone. **The family I was born into is no longer, that is just a fact, it is not a matter of opinion, it just is.** [emphasis added]

18. 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 instead with the ten grandchildren to resolve disputes with SIMON and his other children.
19. That SPALLINA stated first at the meeting, that against his advice, 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 back into the estate plans and also to resolve the MARITZA disputes with his other four children. Basically, if their extortive demands were met the ban of SIMON would be lifted and it appeared they would not stop the torture unless SIMON conceded to their demands. SPALLINA then stated that this seemed the only way to solve for these disputes or words to that effect.

20. That in May of 2012, ELIOT was unaware of what his inheritance was in SHIRLEY'S estate and that he was even a beneficiary, as estate counsel, TSPA, TESCHER & SPALLINA, secreted this information from him for approximately 17 months after SHIRLEY died and failed to send him any accountings, any inventories or anything at all as required by law and these documents remain suppressed and denied from the time that SHIRLEY passed on December 08, 2010, to the May 10, 2012 meeting, to SIMON'S death on December 08, 2012, to present.
21. 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, ELIOT was surprised to learn he was beneficiary of SHIRLEY'S estate.
22. That SIMON too was surprised that ELIOT did not know of his inheritance and had not received documents from TSPA, TESCHER & SPALLINA regarding his inheritance and SIMON advised ELIOT to demand the documents from TSPA, TESCHER & SPALLINA at the meeting and 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 and knew exactly what he was going to be waiving his rights and interests in if the changes went through.

23. That at the meeting 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 and if ended the torture ELIOT was not going to stand in the way.
24. That the Court should keep in mind that the meeting was held due to primarily inheritance issues raised by TED and P. SIMON, who truly had no beneficial interests as they were disinherited at that time and where not even necessary to be at the meeting, as SIMON was looking for agreement to do this deal from the named beneficiaries ELIOT, IANTONI and FRIEDSTEIN, who were being asked to give up their inheritances to help TED and P. SIMON'S children and where TED and P. SIMON were giving up nothing and gaining nothing. The reason they were invited was so that they would agree to stop their abuse and let SIMON see their children he loved again and stop their harassment and torture of SIMON and MARITZA, they did not come to the table with anything material and they did not leave with anything, only their adult children would benefit if the changes were made.
25. That prior to the meeting, on information and belief, P. SIMON had even threatened SIMON with litigation for inheritance after SHIRLEY passed and in advance of his death, claiming he would give it all away to MARITZA and her family or she would steal from him and this crushed SIMON even further.
26. 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 and TED and P. SIMON agreed and ELIOT left thinking the torture would end as agreed.

27. That as SIMON had requested, in the May 2012 meeting, ELIOT demanded that TSPA, TESCHER and SPALLINA turn over the estate documents regarding his inheritance in SHIRLEY'S estate that were LEGALLY owed to him as a beneficiary in order to review, so he could determine what he was signing away and granting to his children and the other grandchildren and the terms and SPALLINA agreed to send them.
28. That TESCHER and SPALLINA stated that all the documents and some new documents would be sent to everyone explaining everything and for the beneficiaries, ELIOT, IANTONI and FRIEDSTEIN to review in advance of any changes.
29. That SIMON'S disputes with his other children and grandchildren however **did not end** after the May 10, 2012 meeting as agreed, as TED, P. SIMON, IANTONI and FRIEDSTEIN and their seven children continued the isolation and deprivation torture against SIMON and MARITZA. In fact, the hostilities only intensified and their hate of MARITZA became scary and ELIOT was blown away that they continued.
30. That WALKER, SHIRLEY'S personal assistant had moved into SIMON'S home and the gang of four even recruited her to hate on SIMON and MARITZA and the insanity led to her leaving the house on bad terms with SIMON and MARITZA.
31. That SIMON sought mental health therapy in attempts to combat the pain and suffering both he and MARITZA were enduring at the hands of his four other children and WALKER.
32. That SIMON'S four other children and their seven children maintained almost no contact whatsoever with SIMON and MARITZA after the May 10, 2012 meeting, violating any oral agreement made to end these disputes if he decided to make the changes in the beneficiaries. The boycott now was claimed to be due to his continued relationship with

his companion MARITZA and presumably because SIMON had not made the changes to the beneficiaries yet and the hostilities raged until the day SIMON died.

33. That the only ones that remained close to SIMON and SHIRLEY and saw them every week with their children for almost 10 years before they died, when living in Florida, was ELIOT and his wife CANDICE. SIMON and SHIRLEY adored ELIOT and CANDICE's children and worked hard to plan their estates to provide for ELIOT, CANDICE and their three children and protect them in the event anything happened to them, from the RICO defendants in ELIOT'S RICO lawsuit, especially after the car bombing, when everything changed dramatically, as more fully described in Petition 1<sup>3</sup>.
34. 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, despite ELIOT'S protestations that this was not SIMON'S intent or desire.
35. 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 would do to her, again it was a gangbang of four against one, against MARITZA now and she was no match for the gang.

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<sup>3</sup> The Court should note that TED was the last person in possession of CANDICE's minivan before it was taken to a body shop where the bomb was put in it and where it exploded only hours before CANDICE and the children were to take possession of the vehicle, see

<http://www.iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf> and

<http://www.iviewit.tv/CompanyDocs/2007%2004%2020%20Iviewit%20Request%20for%20FBI%20IA%20and%20OIG%20Investigation%20of%20FBI%20Case%20Download.pdf>

36. That the morning of SIMON'S death, several Palm Beach County Sheriff's department officers showed up to investigate allegations made by TED, IANTONI, FRIEDSTEIN and WALKER that MARITZA had murdered SIMON by poison or overdose and for his money. With SIMON out of their way the gang of four children now began instantly to prey on MARITZA and to rid her of any inheritance SIMON left her, as more fully described in Petition 1.
37. That WALKER and TED stole off the estate documents relating to a gift SIMON left to MARITZA days before dying, as he was very worried in the last weeks of life that something was going to happen to him and they would attack or blame MARITZA.
38. That the morning of SIMON'S death, TED ordered an autopsy of SIMON based on allegations that MARITZA poisoned him, a scapegoat already in place for slaughter.
39. That it is important to note that in Petition 1, ELIOT believed that IANTONI and FRIEDSTEIN were recruited into the gang by TED and P. SIMON and were innocent victims to their madness over their disinheritance and had been conned. That IANTONI and FRIEDSTEIN spoke with ELIOT and told him they were going to take appropriate actions when they found out their signatures had been forged and fraud was occurring. However, when ELIOT discovered recently that IANTONI and FRIEDSTEIN had partaken in both an insurance beneficiary and trust fraud scheme and had signed Affidavits to this Court attempting to pardon the felony crimes committed and admitted to in the estates, ELIOT realized they had sand bagged him all along and were actually working for the gang and giving information he was gathering to TED and P. SIMON all along, despite their assurances to ELIOT that they would keep this confidential information private until ELIOT had enough proof to prove what was going on.

**THE FRAUDULENT DOCUMENTS USED TO ATTEMPT TO ALLEGEDLY CLOSE  
SHIRLEY'S ESTATE AND CHANGE BENEFICIARIES OF SIMON AND SHIRLEY'S  
ESTATES THROUGH FRAUD ON THE COURT**

**STRIKE ONE – UN-NOTARIZED WAIVERS**

40. 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)”). NO OTHER DOCUMENTS were sent after SHIRLEY died until the day SIMON died.
41. That none of the underlying documents necessary for any of the beneficiaries to sign the Waiver with informed consent were enclosed and where in the language of the Waiver ELIOT was acknowledging receipt of things he never received from estate counsel TSPA, TESCHER and SPALLINA, for example, attorney billing records, knowledge of and receipt of ELIOT'S interest in the estate of SHIRLEY, the essential documents necessary to know what he was waiving and attesting to in the Waiver, without these documents, there was no informed consent, just conned and pressured consent.
42. That TED, P. SIMON, ELIOT and FRIEDSTEIN signed and returned their Waivers prior to Simon's death but IANTONI did not.
43. That ELIOT signed his Waiver first, almost 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. ELIOT also put this disclaimer in the email sent to TSPA as exhibited in Petition 1 stating that he was signing due to the

stress SIMON was in but waiting for the documentation. As learned in Court at the hearing, it did not matter what ELIOT signed anyway, as these Waivers were ultimately rejected by the Court for their lack of notarization and were no longer valid anyway. ELIOT has never signed another Waiver and he will not now sign one especially after the agreed end of torture of SIMON never occurred and thus the agreed transfer of inheritance through the signing of the Waiver and closing of SHIRLEY'S estate to effectuate changes never happened legally, as discovered in the September 13, 2013 hearing.

44. That with the boycott against SIMON still raging and growing worse after the May 10, 2012 meeting ELIOT alleges that SIMON never made the changes to the beneficiaries as the oral agreement had been violated by his four children, TED, P. SIMON, IANTONI and FRIEDSTEIN and they never ceased their isolation and deprivation of him over MARITZA and as their end of the bargain had never been lived up to, SIMON did not intend on making any changes to he and SHIRLEY'S long established estate plans and long established beneficiaries. The only changes he may have considered were disinheriting IANTONI and FRIEDSTEIN as well for both compensation received while he was alive and their pathetic behavior and hurt to him and MARITZA.
45. That IANTONI did not sign her Waiver until after SIMON had passed on October 01, 2012.
46. That without IANTONI'S Waiver signed while SIMON was alive, statements made in an ALLEGED fraudulent and forged "Full Waiver" ("Full Waiver") of SIMON'S could not be true at the time allegedly signed in April 2012. SIMON allegedly states in the 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 Waivers at that time and in fact never had IANTONI'S Waiver while alive.

47. That in April 2012, the statements in SIMON'S Full Waiver were almost all untrue indicating that this may also be a fraudulent and forged document, **see Exhibit 1**- SIMON 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.
48. That 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 converted and 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 is OK to do wrongs to make rights.
49. That now that SIMON was deceased and out of the way, TSPA, SPALLINA, TESCHER and TED could submit post mortem for SIMON, the changes he never made while alive and run SIMON'S and SHIRLEY'S estate as they saw fit and all it would take is a few fraudulent documents and some forged signatures and a bada bing they had seized dominion and control over the estate.
50. That after SIMON'S death, ELIOT made immediate requests for the estate documents for SIMON and SHIRLEY to verify the changes he was told were made by SIMON and TSPA, SPALLINA and TESCHER refused him the documents repeatedly telling ELIOT



he was not a beneficiary of either estate any longer and was not entitled to them or anything and he better cooperate with them or else.

51. 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 the documentation as his children were now the alleged beneficiaries and yet ELIOT was still refused the documents.
52. That immediately after ridding MARITZA, the gang of four immediately began on alienating all of SIMON'S friends and business associates and started with S. BANKS whose business agreement with SIMON in a company TELENET, more fully described in Petition 1, was wholly dishonored and S. BANKS was left with suing the estate but could not bring himself to do such a thing to a man he loved like his father. Instead, S. Banks was left firing all the staff he and SIMON had hired, abandoning his lease that he and SIMON had just taken and basically was left holding all the debts he and SIMON encumbered and SIMON was supposed to have funded according to their agreement. The treatment of S. BANKS by TED and SPALLINA was harsh and not as SIMON would have wanted or intended.
53. That then they fired with no notice and no severance, D. BANKS, SIMON'S longtime secretary and assistant.
54. That then TED hired WALKER who had received an insurance license to work for TED after SIMON passed and then TED fired WALKER only days after she was working for him, where she then left to enter a drug treatment program and allegedly tried to commit suicide on her return, saddened perhaps by the betrayal of the gang of four. WALKER then returned to her home in MA.

55. That with all SIMON'S friends and business associates alienated and out of the way the gang of four began to work against ELIOT and it appears that TSPA, TESCHER and SPALLINA were actually Aiding and Abetting the efforts of TED and P. SIMON to seize dominion and control of the estates and make changes to the estates post mortem for SIMON and SHIRLEY, more in line with TED and P. SIMON'S liking.
56. That up until ELIOT recently learned of an insurance beneficiary and fraud scheme that 4/5 of the children of SIMON participated in, as defined later herein, and learning that IANTONI and FRIEDSTEIN signed Affidavits in favor of the forgery and fraudulent documents in their own names to attempt to excuse the fraud being committed, ELIOT thought they too were victims, not participants in the estate fraud occurring but these two acts show that IANTONI and FRIEDSTEIN were merely playing ELIOT all along to get his information, with their hands deep in the stolen cookie jar.
57. That looting of the estate began immediately after the death of SHIRLEY, when P. SIMON, IANTONI and FRIEDSTEIN came to visit SIMON and cleaned out SHIRLEY'S closets and personal effects, including millions of dollars in jewelry, claiming to others they took the jewels to protect them from MARITZA and WALKER stealing them, as more fully described in Petition 1.
58. That at the time of SIMON'S death, ELIOT did know the large 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.

59. That SPALLINA had witnessed SIMON'S discontent with his other four children and seven grandchildren that were terrorizing SIMON only weeks earlier in the May 10, 2012 meeting, in efforts to force SIMON to change the carefully crafted estate plans of he and SHIRLEY'S or else lose eleven members of his family who were working in unison to force him to make changes to his estate and stop seeing his companion MARITZA or all eleven would never see him again.
60. That being that three of the seven grandchildren are minors and are controlled exclusively by their parents, they were merely used as pawns with no control over their decision and so should be excluded from being cognizant of what was happening in their names.
61. 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.
62. 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 – EXHIBIT 6 - EMAILS REGARDING LOST HERITAGE POLICY, pages 157 – 172 and EXHIBIT 7 - SETTLEMENT AGREEMENT AND MUTUAL RELEASE (SAMR") and VII. INSURANCE PROCEED DISTRIBUTION SCHEME pages 34-44) but needed ELIOT to sign or the beneficiaries could not be changed to make them who they wanted with only 4/5<sup>th</sup> of SIMON'S children in agreement.
63. 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 as it would burn up the estate assets and they believed the proposed deal looked good and how could it not as they designed it. The new deal would now pay TED, P. SIMON, IANTONI and FRIEDSTEIN and not their children and with no representation for their children as they were their trustees and did not retain any, it was a no brainer, as long as they ignored their fiduciary responsibilities to their children as estate beneficiaries, easily done in light of the obvious and glaring conflicts with their own children and the death benefits.

64. That on first contacting TSPA and SPALLINA, YATES was told they did not know who ELIOT was and played games for several weeks evading YATES, as evidenced in Petition 1.
65. 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.
66. That ELIOT has submitted to this Court evidence that TSPA, TESCHER and SPALLINA worked together to deny YATES access to the estates information, the trusts of SIMON and SHIRLEY, the trusts for ELIOT and his CHILDREN and more and other materials requested for months.
67. That one of the first things noticed when receiving the incomplete documentation and 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,

were NOT NOTARIZED and sent back for notarization by this Court and thus were legally denied by Your Honor. STRIKE ONE.

**STRIKE TWO – FORGED AND ADMITTED FRAUDULENT REPLACEMENT WAIVERS DONE BY ESTATE COUNSEL AND THEIR NOTARY PUBLIC AND FILED AS PART OF A FRAUD ON THE COURT**

68. The Waivers were rejected by this Court on November 05, 2012, two months after SIMON'S passing for failing to have a Notary Public notarize them as per Your Honor's procedural rules.
69. That the docket then showed that miraculously, all of the Waiver's, including SIMON'S who was at that time in November 2012 still deceased, were tendered back to the Court by TSPA, TESCHER and SPALLINA and were now Notarized and signed in the present on some date in November 2012. The obvious problem, the returned Waivers included SIMON'S and it was notarized and signed for him while he was factually dead at the time he was alleged to be signing and notarizing documents. That these fraudulent and forged Waivers were then submitted to this Court and this Court closed the estate in January 2013 still believing SIMON was alive, as was learned in the September 13, 2013 meeting, as estate counsel had failed to notice the Court that the man closing the estate was deceased and thus perpetrating a Fraud on the Court and Your Honor.
70. That the reason the new date in November 2012 is unknown, is that the Waivers that were notarized used the old dates on them when they were NOT notarized, months before and so SIMON'S was signed as if it was April 2012 when it was factually sometime in November 2012 after the Court returned them. The date on these six newly admitted by MORAN fraudulent Waivers, alleged to also be forged, that were crafted by MORAN and at this

time unknown parties and tendered to the Court by TSPA is still unknown, which is fascinating for an alleged notarized document to not have the date they signed and notarized on them.

71. That to compound the problem ELIOT saw that his Waiver was also returned notarized and 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. So as with SIMON, ELIOT'S name was forged for him, problems caused wholly by the illegal acts of TSPA, TESCHER, SPALLINA and MORAN. This also is evidence of suppression of court documents from the beneficiaries, in hiding that the Court wanted notarizations from the parties and evidences multiple breaches of fiduciary responsibilities, trust and law from this Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law by the alleged fiduciaries of the estate and estate counsel.
72. That it appears that when SIMON passed on September 13, 2012 he had never legally made any changes to his or SHIRLEY'S estate plans, due to the violation of the proposed agreement between he and his other four children and seven grandchildren and SIMON died with the former beneficiaries still apparently intact and the paperwork necessary to make any changes was never completed by SIMON while alive. So, TSPA, TESCHER, SPALLINA and MORAN completed them for him post mortem.
73. That the documents necessary to make the alleged changes to the estates all appear to be Fraudulent and Forged and almost all of them have legal defects rendering them legally null and void, mostly for improper Notarizations failing to state that 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 2 - Documents Legally Defective in the Estates.**

74. 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, and in certain instances already admitted fraudulent and alleged forged. That the documents in SIMON's estate are essential in SHIRLEY'S estate as they are used to allegedly make changes to SHIRLEY'S, apparently post mortem, including but not limited to,

i. The ILLEGALLY SIGNED AND NOTARIZED Waivers

These were illegally signed and notarized on an unknown date in November by Notary Public Moran who 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. That as evidenced herein, Affidavits were signed by TED, P. SIMON, IANTONI and FRIEDSTEIN that their notarized Waivers were not signed by them and thus alleging forgery, while trying to dance around the claim in legalese language that reverts to forged as will be further discussed herein.

ii. April 09, 2012 SIMON'S ALLEGED 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 false statements by SIMON and thus is legally void, if SIMON really signed the Full Waiver at the time in April 09, 2012 when he is alleged to have signed or

someone signed for him post mortem. SIMON attests to statements in the Full Waiver that could not have happened at that time he allegedly signed the document as some of things he attested to had not yet occurred, including things that did not happen until AFTER SIMON was deceased, like having all the Waivers in his possession from the interested parties.

That at SIMON'S death the Full Waiver had perjured statements in it by SIMON, because on the date he was deceased, September 13, 2012, IANTONI still had not even signed a Waiver and did not sign a Waiver until October 02, 2012, one month after SIMON passed. Thus, SIMON could not say that he had all the WAIVERS from all parties in his possession and other false claims 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 regarding Waivers.

That the "Full Waiver" is fraught with lies by SIMON, as at the time of his alleged signing he could not have attested to the claims made in the Full Waiver since they had not taken place yet. For instance, SIMON states the following allegedly in April 2012,

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:**"[emphasis added].

Where this statement cannot be true in April 2012 as SIMON did not have signed waivers from **any** parties listed in the waiver as Interested Parties at that time and IANTONI did not sign hers until after SIMON was deceased. Waivers were not even sent to the Interested Parties and Beneficiaries until May 10, 2012 by TSPA,



TESCHER and SPALLINA. Why would SIMON lie on a form, why would estate counsel let him and then fail to file the form for almost five months?

2. “(a) acknowledging that they [interested parties] are aware of the right to have a final accounting”

Where this statement could not be true on that date in April 2012 for Eliot and others, as TSPA, SPALLINA and TESCHER did not send any documents to the beneficiaries ELIOT, IANTONI and FRIEDSTEIN noticing them that they were beneficiaries or advising them of their interests in SHIRLEY’S estate and knew of no accountings or inventories to waive 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 and therefore had never known of a final or interim accounting.

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. and so this would be a lie by SIMON too.

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 of anything as estate counsel failed in its legal requirements to notify them and send them compensation and other reports. 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 of anything from the estate counsel, including any rights he had.

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 plans of distribution at that alleged time in April 2012 when SIMON allegedly signed the Full 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 waiving of service of a petition at that alleged time in April 2012 that SIMON allegedly signed this Full 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

complete distribution or shares in the estate at that alleged time in April 2012 that SIMON allegedly signed this Full 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 know of anything to consenting to release the Personal Representative at that alleged time in April 2012 that SIMON allegedly signed this waiver.

iii. July 25, 2012 SIMON’S ALLEGED Will

Again we find improper, incomplete and legally void notarizations and witnessing by now 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 on that date. SPALLINA acts as witness in estate documents his firm drafted and he has personal interests in and this appears to violate certain laws. That BAXLEY is believed to be an employee of TED.

iv. July 25, 2012 SIMON’S ALLEGED Amended Trust. ELIOT is still missing a copy of the original trust as it has been suppressed and denied. Allegedly signed weeks before SIMON passes.

The Amended Trust has improper notarization and witnessing as 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.

- v. September 28, 201(?) (hard to read last number as it was scratched out in the notarization and not initialed by any party) ALLEGED SPALLINA OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE” SPALLINA.

Spallina designates himself as Personal Representative and Moran notarizes it.

- vi. 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”

Appears not properly notarized. Tescher designates himself as Personal Representative and MORAN notarizes it.

- vii. February 09, 2011 ALLEGED SIMON “OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE”

SIMON allegedly signed this in SHIRLEY’S estate. Improper notarization and witnessing, fails to state that SIMON APPEARED and PRODUCED ID or WAS KNOWN to the Notary Public on that day,

- viii. UNDATED “NOTICE OF ADMINISTRATION” in SIMON’S estate.

The document is missing the date and the Court does not docket this document with a date or official stamp.

- 75. 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.

76. That the original Simon Bernstein Trust and his legally valid Will remain suppressed and denied to ELIOT for over a year since SIMON'S passing, perhaps because these documents may show that SIMON made changes in his estate plan but instead to leave everything to ELIOT, CANDICE and their children as the sole beneficiaries to inherit the estates and making ELIOT Personal Representative and Trustee over the estates, having possibly disinherited his other children and their adult children due to their continued spoiled rotten to the core abusive and cruel behavior to him and MARITZA and for compensation already received while they were alive.
77. 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 estates, working together and secreting such self-dealings to the disadvantage of ELIOT and his children and providing no information regarding the transactions to ELIOT or YATES, all the while operating on legally flawed and fraudulent documents.
78. That it is alleged that TSPA, TESCHER and SPALLINA have conspired together with P. SIMON and TED mainly, the two children with no beneficial interests in either estate directly, for TED since 2008 and since approximately 2001 for P. SIMON, in order to fraudulently seize Dominion and Control of the estates with intent, 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 and SHIRLEY'S death, without their knowledge and consent.

79. That these conspiratorial actions were in order to seize control of the estates and the fiduciary powers over the estate and begin looting the estates together in a variety of fraudulent ways enabled with their fraudulent documents that allegedly give them fiduciary powers to consummate these fraudulent transactions and convert the assets to the legally wrong beneficiaries according to the last known valid estate documents of SIMON and SHIRLEY.
80. That TED, SPALLINA and TESCHER have long established and undisclosed 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.
81. That in ELIOT'S original 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 based on informed consent as they were never sent to him by estate counsel prior to SIMON'S death and to this day. That informed consent could only come through review of the documentation and thus SPALLINA conned ELIOT to sign and used SIMON'S health and the stress caused upon him by his other children as reason to make ELIOT sign a document knowing he could not have informed consent.

82. That in ELIOT'S WAIVER, SIGNED UNDER DURESS AND WORRY FOR HIS FATHER, 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.
83. 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.
84. That it is unknown if TED and P. SIMON could sign Waivers or even had to as they had no interests in the estates or rights as beneficiaries as they were wholly disinherited. In fact, TED and P. SIMON both claim in their Waivers, "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" and "The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate." That they were beneficiaries is not true at the time they, signed their originals Waivers, the time admitted Fraudulent and alleged Forged Waivers were created and filed with the Court by MORAN and TSPA, TESCHER and SPALLINA, nor upon submitting their original signed but not notarized Waivers in the Affidavits with the Court as Exhibit A on September 13, 2013, nor today, as they were wholly excluded from the estates and disinherited since the long standing estate plans of both SIMON and SHIRLEY.
85. That Rachel Walker ("WALKER") immediately prior to SIMON'S death and immediately after SIMON'S death (within minutes) removed estate documents from SIMON'S home and gave them to TED who was waiting for them at the hospital as SIMON lied dead for

only minutes, including a document to MARITZA regarding inheritance for her and a check that TED, P. SIMON and SPALLINA later claimed was unsigned and other estate documents. MARITZA'S documents could be considered a creditor claim or beneficial claim depending on what the secreted and suppressed document says, where the documents were also suppressed and denied from the beneficiaries to this date. MARITZA is believed to have retained counsel and who was, on information and belief, denied the information too.

86. That TED then secreted the MARITZA document that WALKER had given him and the check to MARITZA and then turned it over to SPALLINA weeks later and they claimed to ELIOT that they were not planning on giving her anything and she would never see the documents and finally that she had probably killed him for it.
87. That hours after SIMON passed, 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. ELIOT did not think MARITZA murdered SIMON and so stated to the Sheriff Deputies.
88. That all four siblings in the gang of wolves and WALKER claimed MARITZA murdered SIMON for his money as more fully described in Petition 1 and then TED and SPALLINA failed to tell the Sheriff of the MARITZA documents and check they had suppressed and denied, which would have at least provided some type of motive for MARITZA to murder SIMON, as MARITZA was not included in the estates or perhaps she was and yet another reason documents are being secreted and suppressed.



89. That SIMON was furious according to friends and health professionals that lasted until his death over the fact that his other four children and seven grandchildren 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 and they were not made without a little post mortem help as learned in the hearing on September 13, 2013 before this Court.
90. 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 estates 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.
91. 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. The Waivers returned notarized were NOT the same documents as were signed initially by the parties with a notary stamp affixed as MORAN claimed and SPALLINA at the hearing seconded that lie.

23 THE COURT: It was wrong for Moran to  
24 notarize -- so whatever Moran did, the  
25 documents that she notarized, everyone but  
00051  
1 Eliot's side of the case have admitted that  
2 those are still the original signatures of

3 either themselves or their father?  
4 MR. SPALLINA: Yes, sir.  
5 THE COURT: I got it.

92. It 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 and now as of September 13, 2013 all five of SIMON'S children are in agreement that the signatures on the notarized documents are not theirs, although four of five have attempted to exonerate the felonies, as will be further evidenced herein.
93. 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 but failed to admit the forgery that occurred.** That these fraudulently notarized documents were then sent by TSPA, TESCHER and SPALLINA to this Court as admitted to at the September 13, 2013 hearing, furthering the crimes already committed by MORAN, by TSPA docketing them with this Court and committing Fraud on this Court as learned in the hearing.

3 THE COURT: Discharge waiver of service of  
4 discharge by Simon, Simon asked that he not  
5 have to serve the petition for discharge.  
6 MR. MANCERI: Right, that was in his  
7 petition. When was the petition served?  
8 THE COURT: November 21st.  
9 MR. SPALLINA: Yeah, it was after his date  
10 of death.  
11 THE COURT: Well, how could that happen  
12 legally? How could Simon --  
13 MR. MANCERI: Who signed that?  
14 THE COURT: -- ask to close and not serve  
15 a petition after he's dead?

And later in the hearing

2 THE COURT: No, they weren't filed, that's  
3 the whole thing. I'm looking at the file date,  
4 filed with The Court.

5 MR. MANCERI: No, they were returned by  
6 the clerk because they didn't have  
7 notarization. We have affidavits from all  
8 those people, Judge.

9 THE COURT: Well you may have that they  
10 got sent up here.

11 MR. MANCERI: We have affidavits from all  
12 of those people.

13 MR. ELIOT BERNSTEIN: Including Simon?

14 THE COURT: Slow down. You know how we  
15 know something is filed? We see a stamp.

16 MR. MANCERI: It's on the docket sheet, I  
17 understand.

18 THE COURT: So it's stamped in as filed in  
19 November. The clerk doesn't have -- now, they  
20 may have rejected it because it wasn't  
21 notarized, and that's perhaps what happened,  
22 but if in the meantime waiting cured the  
23 deficiency of the document, two things happen  
24 you're telling me, one, Simon dies.

25 MR. MANCERI: Correct.

00032

1 THE COURT: And when those documents are  
2 filed with the clerk eventually in November  
3 **they're filed and one of the documents says, I,**  
4 **Simon, in the present.**

5 MR. MANCERI: Of Ms. Moran.

6 THE COURT: **No, not physically present, I**  
7 **Simon, I would read this in November Simon**  
8 **saying I waive -- I ask that I not have to have**  
9 **an accounting and I want to discharge, that**

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In Re\_ The Estate of Shirley Bernstein.txt  
10 **request is being made in November.**

11 MR. MANCERI: Okay.

12 THE COURT: **He's dead.**

13 MR. MANCERI: I agree, your Honor.

14 THE COURT: Who filed that document?

15 MR. MANCERI: Robert, do you know who  
16 filed that document in your office?

17 MR. SPALLINA: I would assume Kimberly  
18 did.

19 MR. MANCERI: Ms. Moran.

20 THE COURT: Who is she?

21 MR. MANCERI: She's a staff person [actually legal  
assistant and notary public employee of TSPA] at  
22 Tescher and Spallina.

23 THE COURT: **When she filed these, and one**  
24 **would think when she filed these the person who**  
25 **purports to be the requesting party is at least**  
00033

1 **alive.**

2 MR. MANCERI: **Understood, Judge.**

3 THE COURT: **Not alive. So, well -- we're**  
4 **going to come back to the notary problem in a**  
5 **second.**

6 MR. MANCERI: **Okay.**

94. 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, indicating that she had not forged signatures. That even a grade school child forges their parent's signature on a ditch letter better than that committed on the estate documents returned to the Court by TSPA. The two documents are wholly different signatures and writings than in the initial documents sent back, as evidenced herein and in Petition 7, Exhibit 2 Page 88 - ELIOT REBUTTAL TO MORAN ADMISSION OF FRAUD TO GOVERNOR OFFICE.
95. That to further damn MORAN'S statements that the un-notarized and notarized Waivers made under penalty of perjury that the documents were identical, are statements made in Affidavits filed with the Court on September 13, 2013, whereby four of the six people who signed the Affidavits claim, "6. It is my understanding that **the subsequently filed Waivers were not personally signed by me or the other heirs.**" [emphasis added]
96. That as Your Honor noted in the September 13, 2013 hearing, TSPA, TESCHER and SPALLINA failed to ever notify the Court of the fact that SIMON had passed when his

Waiver was signed for him anew by MORAN or an unknown other in November 2012 and sent to this Court to close the estate at that time. That their intentional failure to notify the Court SIMON had deceased and then submit documents for a dead man as if he were alive as part of a Fraud on this Court, coupled with MORAN'S admitted fraudulent notarizations makes these acts no coincidence but instead reveals a carefully planned and executed Fraud, not a "mistake" as MORAN claims.

97. That TSPA, TESCHER and SPALLINA'S acts to facilitate the Fraud by knowingly pulling a fast one, a felony fast one on this Court and the ultimate beneficiaries confirms that MORAN'S acts were not done in error, they were part of an elaborate Fraud on the Court in attempts to change beneficiaries of the estate and trusts that are a part of the estate.
98. That SIMON passed away and the estate of SHIRLEY was closed in January 2013 by a dead person attesting to facts to close the estate in the present and 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 in November.
99. That it is alleged that all of these legally deficient and voidable documents evidenced herein and in Petitions 1-7 are what gave TSPA, TESCHER, SPALLINA and TED their alleged fiduciary powers in the estates, allowed the estate of SHIRLEY to be closed fraudulently with a dead SIMON signing and notarizing documents and allowed alleged beneficiary changes to occur, all through a Fraud on this Court with fraudulent documents.
100. That combined, these acts attempt to change the beneficiaries of SIMON and SHIRLEY'S estates against their estate plan wishes and desires as documented in 2008 and only appear to have been changed through fraud and forgery, in efforts to replace SHIRLEY and

SIMON's last documented wishes with the desires and wishes of TSPA, TESCHER, SPALLINA, TED and P. SIMON's, enabled through a series of fraudulent and forged documents and other legally void documents in their estates.

101. That once these alleged fraudulent documents that are improperly notarized and forged and more were submitted to the Court, the documents and the powers allegedly derived from them were used to begin a series of frauds in the estates, a rush to liquidate assets in undisclosed to ELIOT transactions in the estates of SIMON and SHIRLEY, enabled with the felonious documents and thereby each transaction made represents another crime committed with fraudulent papers, part of the reason ELIOT'S filings are so lengthy, as astutely noted to this Court by MANCERI in the hearing and part of the reason stopping further crimes based on these fraudulent documents is an EMERGENCY, as ELIOT stated in the hearing. This Court now has direct evidence that Fraud was committed in this Court and certainly cause for EMERGENCY ACTIONS BY THIS COURT and enough so to read them all their Miranda Warnings as stated by Your Honor.

102. 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 and his family and even their own children, to achieve these ends.

103. 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 beneficiary changes made they would have been “bullet proof” all i’s dotted and t’s crossed, not legally defective documents and certainly not fraudulent and forged documents.
104. That if SIMON had decided to change the beneficiaries of the estate of SHIRLEY and his own beneficiaries, 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 without the aid of others and there would be none of these questions left to the imagination. Simon was meticulous in this genre of estate planning, trusts and insurance contracts. In fact, he was renowned for creating proprietary insurance plans involving complicated and extensive trusts for complicated and extensive estate plans for millionaires and billionaires, selling billions of dollars of insurance with billions of dollars of premium and millions upon millions of commissions.
105. 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 out of the estates for their continued abuses of him and MARITZA since the May 10, 2012 meeting. Further that SIMON may have contacted SPALLINA to make those changes and thus leave ELIOT and his children and the minor grandchildren of his other children as the sole beneficiaries of the estates. On information

and belief, SPALLINA was summoned to SIMON'S office in the midst of a massive and explosive fight between TED and SIMON, just weeks before SIMON'S passing.

106. That after this explosion by TED, SIMON fled his nice plush insurance offices to begin a venture in an empty warehouse with S. BANKS and ELIOT and MARITZA and left afraid that TED might have been stealing money from him and creditor to the estate STANSBURY, who has filed suit against SIMON and SHIRLEY'S estates for the acts mainly attributable to TED, according to STANSBURY, including TED converting checks of STANSBURY'S and more.

107. 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 and the explosive behavior of TED to SIMON in the final weeks of his life.

### **STRIKE THREE – YOU'RE OUTTA THERE!**

108. That with the first STRIKE dealt by the Court by returning the un-notarized Waivers, the second STRIKE was dealt when the Court rejected the second set of Waivers in the hearing on September 13, 2013, as admittedly fraudulent and of little use other than evidence of criminal wrongdoings. So began a new third attempt to further defraud the Court and rightful beneficiaries regarding the Waiver's necessary to close the estate that were submitted to the Court the day of the hearings, in efforts to try and sneak them in again as valid, with an Affidavit that crime is OK by certain parties, in efforts cover up the felony acts that have factually occurred, including Fraud on this Court worthy of Miranda Warnings.



109. That this attempt uses Affidavits to attempt to right wrongs, see **Exhibit 3 - Affidavits and UN-NOTARIZED WAIVERS** signed the day before the hearing by TED, P. SIMON, IANTONI and FRIEDSTEIN and all of which contained an attached “Exhibit A” – THE ORIGINAL UN-NOTARIZED WAIVER.

110. That in desperation, as their schemes are unraveling and Sheriff’s investigators are contacting them and there are admissions of fraudulent documents and conflicting statements from MORAN and TED, P. SIMON, IANTONI, FRIEDSTEIN and ELIOT about forgery of signatures, an insurance beneficiary and fraud scheme is coming to light, documents stand improperly notarized, including an alleged Will and Amended Trust used to allegedly change beneficiaries, and, in a brazen grandstand effort to rectify all this felony crime to Your Honor, worthless Affidavits are submitted that appear to claim fraud and forgery on the Court and ultimate beneficiaries is OK by SIMON’s four of five children and therefore should now be OK in this Court with Your Honor, because they say so and in the Affidavit’s language, you cannot question the validity of the documents presented, well, the insult to Your Honor continues.

**AFFIDAVITS BY PARTIES ALLEGED INVOLVED IN FRAUD, IN EFFORTS TO MAKE FRAUD AND FORGERY OK BY THIS COURT AND INVESTIGATORS**

111. That the first part of the Affidavits filed on September 13, 2013 by MANCERI, on behalf of TESCHER and SPALLINA personally or TSPA, TESCHER and SPALLINA as estate counsel and apparently acting as counsel on behalf of TED, P. SIMON, IANTONI and FRIEDSTEIN’S CHILDREN through their alleged parent Trustees, as they appear not to have separate counsel representing them and submitting these Affidavits to the court for either themselves personally or their alleged children beneficiaries (notably none of them

were present as Trustee's for their children at the hearings), are signed Affidavits by TED, P. SIMON, IANTONI and FRIEDSTEIN, attested to under sworn oath.

112. That one of the most damning evidences against MORAN, TSPA, SPALLINA, TESCHER and MANCERI, in their claims to the Court that the un-notarized and notarized Waivers were identical other than the notary stamp, are the statements made under oath by the Affiants, **"It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs"** [emphasis added] signed by TED, P. SIMON, IANTONI and FRIEDSTEIN and basically claiming their signatures have been forged.
113. These are then sworn statements that Forgery, a felony crime, has taken place in the estates on Waivers MORAN has already admitted to forgery and SPALLINA has already admitted to this Court his "involvement" as estate counsel, and "where there is smoke there is fire." If forged and fraudulent and MORAN has lied to the Governor's office and SPALLINA can be shown to have lied to this Court, as evidenced further herein, the question becomes WHY? The whole claim by MORAN and SPALLINA that this was an innocent one off notary mistake of MORAN'S becomes shattered, as this took careful planning and is a far larger crime than they have led this Court and others to believe.
114. That the thought that MORAN would do such felony forgery and fraud on her own, while a legal assistant and notary employee of the law firm TSPA is ludicrous and legally it is moot as the law firm and lawyers are wholly responsible for the acts of their notaries and liable for all damages caused while they are engaged in official business.
115. That where SPALLINA ADMITTED in the hearing on September 13, 2013 that he, SPALLINA, was involved as estate counsel in the fraudulent acts of MORAN. Yet,

SPALLINA then lies to the Court and claims that the un-notarized and notarized Waivers' signatures were identical, despite knowing that four of the Affiants claimed they are not in sworn statements that he later filed with the Court.

116. That the fraud continued in the Court, even after in the hearing when Your Honor stated that everything changed if the documents were FORGED and neither TSPA, TESCHER, SPALLINA, MANCERI or TED came forth and told Your Honor the truth that the notarized Waivers were forged and threw themselves at Your Honor's feet and begged for mercy in attempts to purge their souls of their sins and instead they continued to perpetrate a fraud in Your Honor's courtroom and disgrace Your Honor with lies and more lies trying to dance around the truth of the forgeries, knowing admission of the truth could put them behind bars.

117. That knowing of a Felony and failing to report it to authorities is Misprision of a Felony and Obstruction of Justice and 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** [emphasis added], 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" also appears to be Aiding and Abetting the felonious crimes, especially where such Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law benefits certain of the parties personally to the disadvantage of others, including their own children. This belief and behavior that their majority rules despite what is legal may indicate that children that pack together to prey upon their father, may do so to their children too. Analogous to this would be a bank robber robbing a bank and on the way out the door after killing the guard

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 and murdered a man in the way of his escape, as we forgive him and so should Your Honor, so let's move on, while pocketing the \$100.00.

118. That Your Honor's words linger from the hearing,

17 THE COURT: Mr. Bernstein, I want you to  
18 understand something. Let's say you prove what  
19 seems perhaps to be easy, that Moran notarized  
20 your signature, your father's signature, other  
21 people's signatures after you signed it, and  
22 you signed it without the notary there and they  
23 signed it afterwards. That may be a wrongdoing  
24 on her part as far as her notary republic  
25 ability, **but the question is, unless someone**  
00060  
**1 claims and proves forgery, okay, forgery,**  
**2 proves forgery, the document will purport to be**  
**3 the document of the person who signs it, and**  
**4 then the question is, will something different**  
**5 happen in Shirley's estate then what was**  
**6 originally intended?**

119. That now that the Prima Facie evidence of Forgery exists by admittedly by five out of six signors of the Waivers denying that it is their signature on the notarized Waiver and thereby conceding that it was forged, the Court can presume the document is forged as well as admittedly fraudulent and not the document of the person who signed it. That without the Waivers being valid and without Simon now able to sign one, the intent of SIMON is clear, he never signed one, the estate was never legally closed and therefore he never made any beneficiary changes.

8 THE COURT: November 21st.  
9 MR. SPALLINA: Yeah, it was after his date  
10 of death.  
11 THE COURT: **Well, how could that happen**  
**12 legally? How could Simon --**  
13 MR. MANCERI: Who signed that?  
14 THE COURT: **-- ask to close and not serve**

**15 a petition after he's dead?**

120. 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 allegedly amending the Simon Bernstein Trust and Will to change SHIRLEY'S beneficiaries, as the estate was really open when he died and only closed through felony admitted crimes.
121. That where the fraud in SHIRLEY'S estate to change the beneficiaries is only enabled through execution of documents in SIMON'S estate after her estate is closed, which it was not at the time as SIMON was deceased when closing it and these Waivers now become central puzzle pieces of the bigger fraud being committed in the estates once the admitted fraudulent and alleged forged and fraudulently notarized Waivers were approved of by Your Honor.
122. That 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, as they appear legally related and certainly the documents are inter-related and must be allowed into this Court to show the total fraud going on and how it is being committed in both estates.
123. That Exhibit A of the Affidavits are alleged to be the original un-notarized Waivers and those that were rejected by the Court already, 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. Now the Affiants want to use the un-notarized Waivers to close the estate in the present and act as if they were notarized in the past, which they were not in the past notarized or now presently notarized. Why did they not just 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 with the Affidavit and attest to their validity, as they need notarization to conform to the requirements of this Court. Perhaps because they claim that the notarized Waivers signatures are not their signatures and instead were forged (without saying FORGED to this Court) and the statement would be a big leap in Aiding and Abetting, so they danced around the issue of Forgery in the Affidavits and at the hearing, instead of coming straight out and admitting and reporting the FELONY FORGERY and FRAUD involved in the creation of the Waivers?

124. That this Court has a rule that Waivers must be notarized and thus in no way can Exhibit A un-notarized Waivers 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 now attempting to tell the Court that it is valid without notarization. However the validity cannot be questioned cause they say so in the Affidavit and its four against two and ELIOT and SIMON lose by their majority rule mentality, not the rule of law. Lest we forget that now in the present SIMON'S Waiver cannot exist and thus having four or five out of the six rejected Waivers used has no effect, as SIMON'S Waiver will remain missing.

125. That it seems impossible for this Court to accept the Affidavits and Waivers submitted and close the estate of Shirley now in the present after reopening the estate at the hearing, especially without being able to check the validity of the Waivers being used and merely accepting four out of six of the Waivers as valid, knowing they are 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 own admissions that they are FORGED and FRAUDULENT.

126. 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” in the crimes of MORAN as Attorney for the estate and according to Respondent Superior and Florida Law responsible directly for notary publics in his and his law firms employ.
127. 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 and made no protestations that this had taken place in the estates in their names, how strange.
128. That not until the September 13, 2013 hearing before Your Honor and approximately four months after being served Petition 1 and only after the Notary Public MORAN admitted and acknowledged she fraudulently notarized documents and TSPA tendered those forged and fraudulent documents this Court, without noticing the Court of the fraud and an Emergency Hearing was granted by Your Honor to ELIOT, did TED, P. SIMON, IANTONI and FRIEDSTEIN and estate counsel TESCHER and SPALLINA finally come forward to this Court or any other authority, to notify them of their admitted fraudulent and alleged forged signatures, except ELIOT, who as usual did the right thing as taught to him by his father and mother.
129. That instead these facts were ignored by all of them and TSPA, SPALLINA, TESCHER and TED 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.

130. 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 for months, they did not halt the proceeding and attempt to honestly rectify any defects, with the Court or others and in fact they did the opposite. They began efforts to convert assets to the alleged improper beneficiaries and continued in opposite of the wishes of SIMON and SHIRLEY by using the knowingly fraudulent and forged documents to enable them to subvert the documents on file, which appear to be the legally binding Wills and Trusts that were signed in 2008 by both SIMON and SHIRLEY and on those documents their words are clear as to the beneficiaries and they appear properly documented.

131. 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.



132. That they forgot to send ELIOT and SIMON Affidavits, presumably knowing ELIOT would not participate in fraud and cover up of felony crimes and excuse criminal acts done in the estate and criminal acts done on behalf of his deceased father. 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 an admittedly fraudulent notarized Waiver and with an alleged forged signature of his in the estate of SHIRLEY, SIMON. The main man SIMON who allegedly wants to make the changes cannot now where he remains dead. This hokey nonsense in the Affidavits is again a bigger 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 and benefiting from, through yet another Fraud on this Court and the ultimate beneficiaries.

**DEFECTS IN WAIVERS – EXHIBIT A OF THE AFFIDAVITS RESUBMITTED TO THIS COURT WITH ANOTHER NOT NOTARIZED WAIVER ON SEPTEMBER 13, 2013, THE DAY OF THE HEARING.**

133. That several problems appear with the new Affidavit and Exhibit A - Waiver attached to each affidavit signed on September 12, 2013.

134. That several problems appear with the new Affidavit and Exhibit A - Waiver attached to each affidavit signed on September 12, 2013,

- i. 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** [emphasis added] 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 and useless Waiver is wholly false and perjured as well, as TED was not then or now a beneficiary of the estate of SHIRLEY, even if the alleged changes had been made by SIMON. As the Court will remember, TED was disinherited 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.

- ii. 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** [emphasis added] 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.

- iii. 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 were 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 by SIMON who was deceased, Without notifying the Court that the Trustee and Personal Representative SIMON had died and TSPA, TESCHER and SPALLINA failed to file the necessary papers for successors to be chosen and approved by all beneficiaries and Letters granted as no PR or TRUSTEE existed at the time the Waivers were tendered to close the estate fraudulently as SIMON was dead at the time. Just close the estate with a dead man's forged and fraudulent Waiver, change the beneficiaries with a dead person and more improper documents and hope no one noticed and the perfect crimes could take place to loot the estates.

- iv. That on the date the Waivers were filed with the Court, there was no Personal Representative or Trustee of SHIRLEY'S estate, as SIMON was dead and no one ever replaced SIMON or was Court appointed with Letters as successor, as evidenced in the hearing before this Court on September 13, 2013. That despite TED being named a successor to SIMON in the Trust and Will of SHIRLEY in the 2008 documents, no proper legal steps were taken to appoint TED and notice the beneficiaries and that trustees had changed. That these changes allegedly made also put TED into conflict and not at the current time eligible to be a successor trustee due to his being Trustee for his alleged children beneficiaries, a condition that was not true in the 2008 documents where TED and his children were excluded and thus he had no conflicts at that time.
- v. That due to the fact there was no Personal Representative or Trustee at the time the Waivers were filed with the Court to close the estate, as SIMON was dead when this

was done for him as if he were alive and thus no successors were ever appointed and the estate closed by a dead man. Therefore, the following claims could not have been true in the Waivers on the date they were filed with the Court, in October 2012, one month after SIMON the Personal Representative and Trustee had passed but was still acting as Personal Representative and Trustee to close the estate.

- i. 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 as SIMON was dead and no successor appointed. This statement appears false both then and in their new Affidavits, as no successor had been chosen as of the date of the hearing or the date the Affidavits were signed.
- ii. 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. Further, no documents were sent by estate counsel to the beneficiaries, ELIOT, IANTONI and FRIEDSTEIN to make this claim with informed consent due to the suppressed documents.

- iii. 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 was filed with the Court and 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 or 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 or make these claims with informed consent due to the suppressed information.
- iv. 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.

v. 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 ELIOT, IANTONI and FRIEDSTEIN, as they did not receive any documents, accounting and inventories from TSPA, TESCHER and SPALLINA for months after SIMON’S passing, making these claims made without informed consent and therefore false due to the suppression of the information.

135. 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 signed document would not be tendered without his review of the documents and that he signed only 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 and his Waiver as ELIOT never received the underlying documents necessary to approve his Waiver for submission based on informed consent and make his Waiver valid and TSPA, TESCHER and SPALLINA knew that ELIOT could not make those claims while they suppressed and denied the documents necessary to make informed consent to Waive.

136. 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 and through deceit conned ELIOT that

everything due ELIOT legally as a beneficiary to make an informed consent to the Waiver would be coming soon to review and never have them months later when his Waiver was attempted to be used.

137. 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 when the Court sent the document back in efforts 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.
138. 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.
139. 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 EVIDENTIARY HEARING ORDERED BY THIS COURT**

140. 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 are also suppressed and denied from both ELIOT and his former counsel, with scienter. Again, one must ask why, what are they hiding? 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 now that admitted fraudulent notarizations have occurred and forgery. EVERY DOCUMENT IS NOW SUSPECT IN BOTH ESTATES.

141. That in the US District Court for the Northern District of Illinois Eastern Division, Case No. 13cv3643, the Hon. Judge Amy J. St. Eve ordered that suppressed and denied insurance policies and “lost” trust documents be immediately tendered to ELIOT so that he could review the documents that he was sued as a Third Party defendant in over the benefits, in a secreted lawsuit filed to attempt to convert insurance proceeds from the estate beneficiaries.
142. That ELIOT and his children are entitled to these estate documents that have been wholly secreted, suppressed and denied from them since SHIRLEY’S passing on December 08, 2010 and SIMON’S passing on September 13, 2012 in opposite of law, see **Exhibit 4 - LIST OF DEMANDED DOCUMENTS**.
143. 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. ELIOT and his counsel in January 2013 finally received piecemeal documents, including an AMENDED SIMON BERNSTEIN TRUST AGREEMENT without the original as required, as the original remains suppressed and repeatedly denied oral and written request after request for now approximately 16 months since the May 2012 meeting when the first



requests were made. Why this Court must ask if all is on the up and up are they violating law and denying and suppressing this information so ELIOT and his children cannot make informed decisions to consent to any transactions going on or prepare properly for the upcoming evidentiary hearing without them. These documents are especially germane now where so many other documents already appear to be defective and NOT legally binding.

144. That in post September 13, 2013 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.
145. That BAXLEY is also involved in other documents improperly notarized and formal complaints are being drafted for both the Governor’s office and Sheriff’s department to investigate these documents as well.
146. 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.
147. 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.

148. That the entire time that ELIOT was a beneficiary of the estate of SHIRLEY his interests and his children's alleged interests were suppressed and denied from him with scienter and he received NO DOCUMENTS, INVENTORIES, ACCOUNTINGS or any other information regarding his beneficial interests timely and this Court must now demand these documents sent to ELIOT immediately and without further delay.
149. 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 by TSPA, SPALLINA, TED and P. SIMON, all claiming counsel to parse the conflicts and review the estate documents was unnecessary and a waste of money, etc., as already evidenced in Petition 1, ELIOT therefore hired Tripp Scott and Christine C. Yates as counsel.
150. That Your Honor should demand all documents in the estate of SHIRLEY and those in SIMON'S that relate to SHIRLEY'S estate matter be turned over to ELIOT and his children, as they are entitled to them by law and even after retaining counsel and counsel attempting to the secure the documents for month, counsel failed, perhaps Your Honor can have more influence.

**MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD**

**BIG FAT LIES**

151. That a hearing was held and the Transcript for that hearing can be found @ [www.iviewit.tv/20130913TRANSCRIPT.pdf](http://www.iviewit.tv/20130913TRANSCRIPT.pdf), fully incorporated by reference in entirety herein.

**LIE #1**

152. That in the September 13, 2013 hearing it was learned that TED claimed to this Court,

11 **MR. THEODORE BERNSTEIN: Your Honor, Ted**  
12 **Bernstein, trustee of the estate, and I'm here**  
13 **representing myself today.**

Yet, learned later at the hearing was that since SIMON closed the estate as Personal Representative and Trustee while dead and TSPA, TESCHER and SPALLINA failed to notify the Court that Simon was dead until the hearing on September 13, 2013 one year to the day later, that there was no Personal Representative and Trustee in the estate at the time of the hearing, as since SIMON'S closed the estate while dead no new Letters had been granted or even sought for TED or anyone else as Personal Representative, Trustee or Successor Trustee.

17 THE COURT: Okay. Who are the PR's that  
18 you represent?  
19 MR. MANCERI: Well, Shirley Bernstein  
20 **there is no technically any PR because we had**  
21 **the estate closed.**  
22 THE COURT: Okay.  
23 MR. MANCERI: And what emanated from  
24 Mr. Bernstein's 57-page filing, which falls  
25 lawfully short of any emergency, was a petition  
00024  
1 to reopen the estate, **so technically nobody has**  
2 **letters right now.**  
3 Simon Bernstein, your Honor, who died a  
4 year ago today as you heard, survived his wife,  
5 Shirley Bernstein, who died December 10, 2010.  
6 Simon Bernstein was the PR of his wife's  
7 estate.  
8 As a result of his passing, and in attempt  
9 to reopen the estate we're looking to have the  
10 estate reopened. **So nobody has letters right**  
11 **now, Judge. The estate was closed.**  
12 THE COURT: So you agree that in Shirley's  
13 estate it was closed January of this year,  
14 there was an order of discharge, I see that.  
15 Is that true?

16 MR. ELIOT BERNSTEIN: I don't know.  
17 THE COURT: Do you know that that's true?  
18 MR. ELIOT BERNSTEIN: Yes, I believe.  
19 THE COURT: So final disposition and the  
20 order got entered that Simon, your father --  
21 MR. ELIOT BERNSTEIN: Yes, sir.  
22 THE COURT: -- he came to court and said I  
23 want to be discharged, my wife's estate is  
24 closed and fully administered.  
25 MR. ELIOT BERNSTEIN: No. I think it  
00025  
1 happened after --  
2 THE COURT: No, I'm looking at it.  
3 MR. ELIOT BERNSTEIN: What date did that  
4 happen?  
5 THE COURT: January 3, 2013.  
6 MR. ELIOT BERNSTEIN: He was dead.  
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7 MR. MANCERI: That's when the order was  
8 signed, yes, your Honor.  
9 THE COURT: He filed it, physically came  
10 to court.  
11 MR. ELIOT BERNSTEIN: Oh.  
12 THE COURT: **So let me see when he actually**  
13 **filed it and signed the paperwork. November.**  
14 **What date did your dad die?**  
15 MR. ELIOT BERNSTEIN: **September. It's**  
16 **hard to get through. He does a lot of things**  
17 **when he's dead.**  
18 THE COURT: **I have all of these waivers by**  
19 **Simon in November. He tells me Simon was dead**  
20 **at the time.**  
21 MR. MANCERI: **Simon was dead at the time,**  
22 **your Honor.** The waivers that you're talking  
23 about are waivers from the beneficiaries, I  
24 believe.  
25 THE COURT: No, it's waivers of  
00026  
1 accountings.  
2 MR. MANCERI: Right, by the beneficiaries.  
3 THE COURT: Discharge waiver of service of  
4 discharge by Simon, Simon asked that he not  
5 have to serve the petition for discharge.  
6 MR. MANCERI: Right, that was in his  
7 petition. When was the petition served?  
8 THE COURT: November 21st.  
9 MR. SPALLINA: Yeah, it was after his date  
10 of death.  
11 THE COURT: Well, how could that happen

12 legally? How could Simon --  
13 MR. MANCERI: Who signed that?  
14 **THE COURT: -- ask to close and not serve**  
15 **a petition after he's dead?**  
16 MR. MANCERI: Your Honor, what happened  
17 was is the documents were submitted with the  
18 waivers originally, and this goes to  
19 Mr. Bernstein's fraud allegation. As you know,  
20 your Honor, you have a rule that you have to  
21 have your waivers notarized. And the original  
22 waivers that were submitted were not notarized,  
23 so they were kicked back by the clerk. They  
24 were then notarized by a staff person from  
25 Tescher and Spallina admittedly in error. They  
00027  
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1 should not have been notarized in the absentia  
2 of the people who purportedly signed them. And  
3 I'll give you the names of the other siblings,  
4 that would be Pamela, Lisa, Jill, and Ted  
5 Bernstein.  
6 **THE COURT: So let me tell you because I'm**  
7 **going to stop all of you folks because I think**  
8 **you need to be read your Miranda warnings.**  
9 MR. MANCERI: I need to be read my Miranda  
10 warnings?  
11 **THE COURT: Everyone of you might have to**  
12 **be.**  
13 MR. MANCERI: Okay.

TED'S statement to this Court at the beginning of the hearing that he is "trustee of the estate" is therefore a **BIG FAT LIE** and estate counsel knew no one legally and technically had papers as they closed the estate with a dead man and never sought a successor. Yet, estate counsel has allowed and Aided and Abetted TED in his claims that he was "trustee of the estate" and had authority to act in these capacities since day one after SIMON passed when they seized dominion and control of the estate using this false claim and false titles, despite ELIOT'S protestations that TED was neither qualified nor appointed by the Court and conflicted if the beneficiaries had been changed. This again

illustrates Willful, Wanton, Reckless, and Grossly Negligent behavior by TSPA, TESCHER, SPALLINA and TED.

153. That TED has been acting in many transactions listed in Petitions 1-7 since SIMON'S passing claiming he was "Successor Trustee" and "Personal Representative" in the estate of SHIRLEY in order to fraudulently dispose of assets, acting as an imposter without Letters. Transacting estate asset sales and removal of properties in secreted from ELIOT, self-dealing fraudulent transactions, with the aid of TSPA, TESCHER and SPALLINA, all enabled using falsified fiduciary titles with the approval of estate counsel TSPA, TESCHER and SPALLINA, who knew all along the estate was closed fraudulently by a dead man and no successors were appointed and failed to notify the Court they were using a dead man to close the estate. This again illustrates Willful, Wanton, Reckless, and Grossly Negligent behavior by TSPA, TESCHER, SPALLINA and TED and disregard for law.

154. That TED under these alleged fiduciary roles has sold a Condominium and removed other items in the estate and trusts of SHIRLEY with P. SIMON, IANTONI and FRIEDSTEIN and as Your Honor learned in Court, the Condominium was sold and already divvied up between 7/10<sup>th</sup> of the grandchildren. Also stated at the hearing was ELIOT'S refusal to take this illegally gained money for his children on transactions he had no details regarding, that were done behind the back of ELIOT and his children's counsel, done by alleged fiduciaries at the time and ELIOT alleges these transactions were made fraudulently and the monies converted to knowingly wrong beneficiaries using documents that were fraudulent and alleged forged by fraudsters misrepresenting fiduciary titles in the estates.

155. That it should irritate this Court that this real estate transaction was done despite protestations by ELIOT that TED did not have fiduciary powers in the estate and where everyone was aware that documents in the estate did not appear legally binding and possibly criminal at that time. Yet, no one came forth to the Court to clarify these issues and instead rushed to liquidate assets in undisclosed to certain of the beneficiaries and their counsel dealings, to their advantage and the disadvantage of others, again Willful, Wanton, Reckless, and Grossly Negligent behavior by TSPA, TESCHER, SPALLINA, TED, P. SIMON, IANTONI and FRIEDSTEIN.

156. 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 unrepresented self-professed claim of "trustee of the estate"), and where MANCERI was representing only TESCHER and SPALLINA personally it appears and no one represented them professionally.

5 MR. MANCERI: Good afternoon, your Honor,  
6 Mark Manceri. I'm here on behalf of Robert  
7 Spallina and Donald Tescher, named respondents.

157. That it would appear from the hearing transcript that several parties were not represented by counsel at the hearing, including estate counsel the law firm of TSPA and SPALLINA and TESCHER professionally, as MANCERI claims they are individually represented according to the quote above. There is no mention of counsel for TSPA, TESCHER and SPALLINA professionally and both are individually and professionally named respondents as estate counsel for SHIRLEY'S estate and their law firm TSPA is also a named respondent that did not appear represented and all of these parties need to have

independent counsel, especially in light of the circumstances of their direct and admitted involvement in fraud and fraud on the Court learned at the hearing.

158. That TED appears personally represented while claiming to be the alleged “Trustee for the Estate” as represented to Your Honor, however TED claimed to be Pro Se in the hearing representing himself personally and where TED is also a named respondent in all his alleged fiduciary capacities and notably has NO counsel to represent these bogus alleged fiduciary capacities on behalf of the estate or trusts of SHIRLEY and again this Willful, Wanton, Reckless, and Grossly Negligent behavior represents carelessness as a fiduciary that exposes the estate to risk.

159. Several parties were not represented at the hearing at all, as they did not exist at that time, such as the, Personal Representative, Trustee and/or Successor Trustee, due to the Fraud upon this Court in the closing of the estate after SIMON was dead, while using SIMON as if he were alive and utilizing documents signed and notarized for him post mortem and the failure of estate counsel to notify this Court that SIMON was dead and get new Letters issued to successors. This Court must ask WHY? WHY would they go through all this trouble to forge and fraud documents and then posit them with the Court knowing they were fraudulent and that the man closing the estate was dead and secret this information from the Court and the beneficiaries?

160. That none of the alleged beneficiaries other than ELIOT were present at the hearing and none of them were represented by counsel, none of the interested parties were present or represented by counsel and none of the minor children beneficiaries were represented by counsel or their trustee parents. Again, this represents Willful, Wanton, Reckless, and



Grossly Negligent behavior by those with fiduciary responsibilities for minors and cause for their removal from fiduciary roles or at minimum a Guardian should be appointed for their minor children.

161. That in the September 13, 2013 hearing it was learned that a Fraud on the Court had occurred by TSPA, TESCHER, SPALLINA and MORAN, in filing knowingly and ADMITTEDLY FRAUDULENT and FORGED documents to this Court. That because of these criminal acts were found to be done through legal process abuse that used the Court to facilitate the crimes, Your Honor stated that you should have read them their “Miranda Warnings” at that moment it was discovered that crimes had been committed upon your Court and yourself personally, as you signed off and closed the estate based on these fraudulent and forged documents.

162. That in the September 13, 2013 hearing it was learned that SIMON ALLEGEDLY made changes to the estate of SHIRLEY, once the estate had been FRAUDULENTLY closed using FRAUDULENT documents and therefore this Court needs to look at the documents SIMON used in his estate to effectuate the ALLEGED changes in SHIRLEY’S estate and these documents in SIMON’S estate must be turned over to Your Honor and ELIOT for inspection as to authenticity and to determine who the beneficiaries in SHIRLEY’S estate and trusts now are.

18 THE COURT: I know the administration is  
19 closed. What happened with her estate? Where  
20 did that go? Did she have a will?  
21 MR. MANCERI: Her assets went into trusts,  
22 and her husband had a power of appointment  
23 which he exercised in favor of Mr. Bernstein's  
24 children.  
25 THE COURT: Okay.

163. That in the September 13, 2013 hearing it was learned that counsel for the estate counsel SPALLINA and TESCHER, and possibly counsel for TED soon, as stated in the hearing record, 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 appointment in the record, as SIMON closed the estate two months after he was dead and no successors were chosen as Your Honor discovered in the hearing, as the estate of SHIRLEY was closed as if SIMON were alive at the time and therefore SIMON was the last known Personal Representative and Trustee of the estate.

7 THE COURT: So her estate assets went into  
8 a trust?

9 MR. MANCERI: Correct.

10 THE COURT: And that trust is --

11 MR. MANCERI: **And Ted Bernstein, I**  
12 **believe, is the trustee of that trust.**

And later

19 MR. MANCERI: Ms. Moran.

20 THE COURT: Who is she?

21 MR. MANCERI: She's a staff person at  
22 Tescher and Spallina.

23 THE COURT: **When she filed these, and one**  
24 **would think when she filed these the person who**  
25 **purports to be the requesting party is at least**  
00033

1 **alive.**

2 MR. MANCERI: **Understood, Judge.**

3 THE COURT: **Not alive. So, well -- we're**  
4 **going to come back to the notary problem in a**  
5 **second.**

164. This behavior is similar to how TED misrepresented himself to the Court in the beginning of the hearing as "MR. THEODORE BERNSTEIN: Your Honor, Ted Bernstein, **trustee of the estate**, and I'm here representing myself today." While TED claims to be "trustee of

the estate” he comes to the Court in his individual capacity only, despite that he is named as an individual respondent and represents himself pro se in that capacity. Yet, as an alleged fiduciary, acting as “trustee to the estate,” TED retains no counsel for this role. Where the estate and trusts appear at risk from this Willful, Wanton, Reckless, and Grossly Negligent behavior by TED as “trustee of the estate” and failure to retain counsel. Only later do we learn in the hearing that it is impossible for TED to be “trustee” due to the fraud on the court in the closing of SHIRLEY’S estate that left no successors after SIMON and this may impart criminal behavior by TED, as well as, breaches of ALLEGED fiduciary powers and trust.

## **LIE #2**

165. 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 to deny him documents and other information, despite that he is Guardian and Trustee for his children if they are determined to be the ultimate beneficiaries and therefore entitled to the estate documentation either way and despite the fact that SIMON did not close out the estate and allegedly change the beneficiaries until two months after he was dead and ELIOT was a beneficiary all of that time.
166. That the claim asserted at the hearing was that SIMON closed SHIRLEY’S estate and then made changes in an Amended Trust of his to effectuate changes in her beneficiaries while he was alive. The Waivers were filed and the estate was closed purportedly legally while SIMON was alive and after closing the estate and submitting the Waivers, SIMON then picked new beneficiaries of SHIRLEY’S estate, changing them allegedly from ELIOT,

IANTONI and FRIEDSTEIN to the grandchildren using a power of appointment.

However, after this alleged change in beneficiaries, the new beneficiaries did not get any notice of their interests, inventories, accountings, etc. from estate counsel and to this day not even a letter informing them they were now legally beneficiaries and the old beneficiaries got nothing at all but a Waiver that was ultimately rejected by the Court and a new one never signed by any party again. While these alleged changes in beneficiaries are taking place, estate counsel failed to state to anyone that the estate was being closed with now admittedly fraudulent and alleged forged documents that they drafted and forged and submitted to the Court for SIMON to file while he was dead. First they tried this scheme one month after SIMON was deceased in October 2012 and then a second attempt was made when the Waivers were returned by the Court for notarizations two months later in November 2012, while SIMON remained deceased but miraculously had a notary allegedly witnessing SIMON sign documents while dead. Sounds like legit changes were never made in the estates of SIMON and SHIRLEY and the beneficiaries appear to remain ELIOT, IANTONI and FRIEDSTEIN in the newly reopened estate.

167. ELIOT was and remains a beneficiary if the estate was never legally closed and the alleged changes not legally made while SIMON was alive and where the Waivers allegedly signed are admitted fraudulent.

168. That now that this Court has reopened SHIRLEY'S estate and where SIMON can longer make the changes he is alleged to have made while he was dead, as he is still dead, ELIOT appears to remain a beneficiary in the newly reopened estate and SIMON can no longer provide legally valid documents to make any changes or close the estate while still dead.

169. That MANCERI LIES to the Court when he states that ELIOT is not a beneficiary  
“because of financial problems among other issues.”

16 MR. MANCERI: The ten grandchildren shares  
17 -- and I want to be clear on this, this  
18 gentleman is only a tangible personal  
property  
19 beneficiary. He and his own proper person.  
20 And the mother. That's all he's entitled to.  
21 No cash request, nothing directly to him,  
22 **because of his financial problems among  
other  
23 issues.**  
24 THE COURT: Okay.

The only reason ELIOT is alleged not to be a beneficiary is because he is a loving son,  
who when asked if he would be willing to give up his 1/3 beneficial interests in both  
estates to save his father from TORTURE that never ended, he agreed to do anything that  
would end SIMON’S disputes and pain caused by his other four children and their  
children.

That the only way ELIOT is not a beneficiary it appears is actually because of the hoax and  
fraud committed on this Court and Judge French’s Court by MANCERI, TSPA,  
SPALLINA, TESCHER and TED and others now, in efforts to thwart the last wishes and  
desires of SIMON and SHIRLEY in their last known estate documents that appear valid,  
signed in 2008 together, leaving TED and P. SIMON as the only perhaps “tangible  
personal property beneficiaries” as intended by SIMON and SHIRLEY for “other issues”  
described herein and in Petition 1.

170. That to correct the record and MANCERI’S LIE, the only children of SHIRLEY that were  
disinherited entirely from the estate of SHIRLEY are TED and P. SIMON and they are still

excluded even if SIMON made the alleged changes to the beneficiaries. Therefore, TED and PAM should be excluded from the estates wholly and any fiduciary capacities stripped from TED for his breaches of fiduciary duties and trust in acting in capacities he does not have before this Court and more. If Your Honor somehow still finds TED and P. SIMON worthy of integrity to act in any fiduciary capacities any longer, the only capacity they appear to have without conflict is as “trustees” of their children’s inheritance in trusts. That capacity would be conflicted of course if they had any fiduciary capacity in the estate or trusts of the estate of SHIRLEY.

171. That is was learned and admitted to in the September 13, 2013 hearing 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.

172. 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.

### **LIE #3 – 20 to 40 MILLION REASONS TO LIE AND COMMIT FRAUD AND FORGERY**

173. That SPALLINA estimated to the Court with TED at the hearings, a value to the estates of SIMON and SHIRLEY of four million dollars total, 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  
24 the what I'll call the ten grandchildren's  
25 trust of both grandparents?

00047

1 MR. SPALLINA: Not taking into account the  
2 litigation?

3 THE COURT: Well, no, you haven't paid  
4 anything out yet.

5 MR. SPALLINA: I would say it's  
6 approximately \$4 million.

That SHIRLEY had jewelry estimated in the millions and art in the millions and IRA's and Pension accounts and with estimates from SIMON'S associates of a net worth shortly before his passing at between twenty to forty million, where are all the assets of the estates going or was SPALLINA stating four million to each of the ten grandchildren, which is more in line with estimates of SIMON and SHIRLEY'S net worth. Or is this the reason for the suppressed and denied financial information and accountings and inventories in the estates, the reason for committing fraud, fraud upon the court, forgery and more, as it appears they are trying to sell this Court and the beneficiaries that there was nothing really there when it is all being stolen out the back door in fraudulent transactions, using fraudulent fiduciary powers?

174. 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.

175. That in prior conversations with a health professional of SIMON'S it was stated that SIMON told her shortly prior to his passing that his net worth was over twenty million dollars, USD \$20,000,000.00.

176. That when requesting information to ascertain the net worth of SIMON and SHIRLEY from estate counsel, ELIOT and his children's counsel were denied basic financial information owed to them as beneficiaries and it continues to be suppressed and denied, including information on a two million dollar life insurance policy of SIMON'S, which with the real estate held in SHIRLEY'S estate, would put the value of the estates over six million with these three items alone, again making SPALLINA'S earlier claims of a total of four million for the combined value of the inheritance seems suspiciously low and a BIG FAT LIE.

177. 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, a common problem with SPALLINA when recanting what assets are in the estates and what are missing, as more fully described in Petitions 1-7.

6 trusts?

7 MR. SPALLINA: Those trusts, Ted Bernstein  
8 is the trustee of his **mother's trust and holds**  
9 **three assets.**

Then just seconds later in the hearing,

19 MR. SPALLINA: Correct, and today again  
20 the Shirley Bernstein trust does have liquid



21 assets in it. **There was two properties**, real  
22 estate properties, the residential home and a  
23 condo on the beach. The condo on the beach  
24 sold back in April or May. There were funds  
25 that came into the account at that time. Ted  
00048  
1 was going to make partial distribution.

So which is it, two or three assets and if three what is the third?

#### **LIE #4**

178. That it was learned at the hearing that MANCERI claimed to Your Honor that he had  
Affidavits from all the parties, except ELIOT and failed to state he was missing SIMON'S  
too, stating that the notarized signatures were the same as the original documents signed by  
TED, P. SIMON, IANTONI and FRIEDSTEIN and the gang of four then claimed in the  
Affidavit that it was SIMON'S original signature as well for him.

8 THE COURT: I mean everyone can see he  
9 signed these not notarized. When they were  
10 sent back to be notarized, the notary notarized  
11 them without him re-signing it, is that what  
12 happened?  
13 MR. SPALLINA: Yes, sir.  
14 THE COURT: So whatever issues arose with  
15 that, where are they today?  
16 MR. SPALLINA: Today we have a signed  
17 affidavit from each of the children other than  
18 Mr. Bernstein that the original documents that  
19 were filed with The Court were in fact their  
20 original signatures which you have in the file  
21 attached as Exhibit A was the original document  
22 that was signed by them.  
23 THE COURT: It was wrong for Moran to  
24 notarize -- **so whatever Moran did, the**  
25 **documents that she notarized, everyone but**  
00051  
1 **Eliot's side of the case have admitted that**  
2 **those are still the original signatures of**  
3 **either themselves or their father?**  
4 MR. SPALLINA: Yes, sir.  
5 THE COURT: I got it.

That this claim is a BIG FAT LIE to Your Honor by SPALLINA and one can simply read the Affidavits later submitted that contradictorily state that they are not the signatures of TED, P. SIMON, IANTONI and FRIEDSTEIN on the resubmitted Waivers that were notarized, from the Affidavit,

**“6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.”**

So this leaves open the question of who is a BIG FAT LIAR, SPALLINA and MORAN or TED, P. SIMON, IANTONI and FRIEDSTEIN?

179. That the above statement of SPALLINA is also incorrect, as he did not have everyone but ELIOT’S Affidavit, as they did not have one for SIMON, as he remains deceased and could not have signed an Affidavit while dead. Where the Prima Facie evidence already presented herein shows the two Waivers for SIMON are wholly dissimilar and the notarized Waiver is not the same as the original Waiver signed and that SIMON’S name was also FORGED, yet SPALLINA continues with this BIG FAT LIE in Your Honor’s face, hoping Your Honor is asleep or confused.

180. That ELIOT requests this Court determine how SPALLINA is making these false representations to this Court on others behalf made in these new Affidavits, when he is admittedly involved in the fraudulent Waivers. As SPALLINA stated in the hearings when asked by Your Honor if he was involved in the fraudulent activities of MORAN and he stated he was as estate counsel. SPALLINA then turned around and claimed that on behalf of TED, P. SIMON, IANTONI and FRIEDSTEIN, as if representing them, that these were their same signatures on the original un-notarized Waivers and the subsequently filed admittedly fraudulently notarized Waivers submitted by MORAN. At stake if they are not

the same, is the difference for SPALLINA between continued freedom and having his “Miranda Rights” read to him and prison for a long time and financial ruin. Quite a conflict.

181. That with this type of freedom or prison conflict now in play for SPALLINA it is amazing that this Court has allowed him to continue to represent the estate or any party or make any pleadings on anyone’s behalf before this Court in these matters, especially on behalf of others that SPALLINA does not even represent in these matters. All these LIES told in the hearing are attempts to further con Your Honor and others that those signatures are not forged and the original and resubmitted Waivers signatures are the same and thus no harm no foul, when it is all LIES and a waste of the Courts time, effort and resources and a slap in the face insult to the victims, Your Honor and the sanctity of law.

182. That TSPA, TESCHER and SPALLINA are also wholly liable for the actions of their Notary Publics, MORAN and BAXLEY and therefore, together they are the cause of all these problems and have WHOLLY BREACHED THEIR FIDUCIARY DUTIES and TRUST by engaging in admittedly fraudulent activities and should be immediately removed from the proceedings in any fiduciary and professional capacities other than as a respondent/defendant for this Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law and therefore, be precluded from making further conflicted pleadings on anyone’s behalf. The Court should force them all to now get independent non conflicted counsel to represent them in each of their alleged capacities and stop these LIES and FRAUDS from continuing in Your Honor’s Court to try to cover up their crimes by those who committed the crimes.

6 THE COURT: All right, so stop, that's  
7 enough to give you Miranda warnings. Not you

8 personally --  
9 MR. MANCERI: Okay.  
10 THE COURT: Are you involved? Just tell  
11 me yes or no.  
12 MR. SPALLINA: I'm sorry?  
13 THE COURT: Are you involved in the  
14 transaction?  
15 MR. SPALLINA: I was involved as the  
16 lawyer for the estate, yes.

183. 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 but as an Emergency, he should get his "checkbook out to pay the Court expenses, etc." or words to that effect. After learning of TSPA, SPALLINA and MORAN'S admitted Felony acts, Fraud on this Court and boldface LIES to Your Honor, perhaps Your Honor should have forced SPALLINA and TESCHER to get their checkbooks out to cover all these costs and damages resulting thus far from their fraudulent actions and force a blank check and bonding and surety to pay for the rest of this macabre scene they have admittedly created, including but not limited to all Court costs for all innocent parties/victims, counsel for all parties that are now forced to retain counsel to ascertain their rights and interests, forensics experts, forensic accountants, etc.etc.etc.

18 THE COURT: Okay, all right, so let me  
19 tell you, I'm going to let you go forward. **If**  
20 **I do not believe so, get your checkbook out.**  
21 MR. ELIOT BERNSTEIN: Okay.  
22 THE COURT: **You're going to personally pay**  
23 **for the cost of this.**  
24 MR. ELIOT BERNSTEIN: Okay.  
25 THE COURT: It doesn't seem so based upon  
00007  
1 what you've told me, but you have this belief  
2 that it is. Remember, show me that it's a  
3 legal emergency like I gave the example of it.  
4 Someone is going to die, be taken out of the  
5 jurisdiction, someone's wellbeing today is  
6 going to be -- you know, they're going to be

7 without food, they'll be on the street  
8 tomorrow.  
9 MR. ELIOT BERNSTEIN: Okay.  
10 THE COURT: So is that the type of hearing  
11 I need?  
12 MR. ELIOT BERNSTEIN: Yes.

## LIE #5

184. That it was learned in the hearing that MANCERI again LIES to the Court and disgraces

Your Honor when he states,

12 MR. MANCERI: Your Honor, could I bring  
13 you up to speed on one thing maybe you're not  
14 seeing on your docket.  
15 THE COURT: Yes.  
16 MR. MANCERI: We actually filed a motion  
17 to actually reopen the estate **when we learned**  
18 **about the deficiency in the affidavit issue.**  
19 THE COURT: Okay.  
20 MR. MANCERI: And that was signed  
21 **August 28th of this year.** Do you have a copy  
22 of that, Judge, can I approach?

That nothing could be further from the truth when MANCERI states that they filed a motion when they learned of the “deficiencies” aka criminal fraud and alleged forgery, as ELIOT notified TSPA, SPALLINA, TESCHER, TED, P. SIMON, IANTONI and FRIEDSTEIN of the “deficiencies” and served them the documents and information in Petitions 1-7, starting in May 2013. Noticing them and this Court about the now admitted Fraudulent Waivers and alleged FORGED Waivers and in all that time, not one of them that was served these motions and petition came to this Court to file a Motion to Re-Open or even bring the matters to Your Honor’s attention that a dead person had closed the estate and Your Honor signed off on it.

6 THE COURT: So let me tell you because I'm  
7 going to stop all of you folks because I think  
8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda  
10 warnings?  
11 THE COURT: Everyone of you might have to  
12 be.  
13 MR. MANCERI: Okay.  
14 THE COURT: Because I'm looking at a  
15 formal document filed here April 9, 2012,  
16 signed by Simon Bernstein, a signature for him.  
17 MR. MANCERI: April 9th, right.  
18 THE COURT: April 9th, signed by him, and  
19 notarized on that same date by Kimberly. It's  
20 a waiver and it's not filed with The Court  
21 until November 19th, so the filing of it, and  
22 it says to The Court on November 19th, the  
23 undersigned, Simon Bernstein, does this, this,  
24 and this. Signed and notarized on April 9,  
25 2012. The notary said that she witnessed Simon  
00028  
1 sign it then, and then for some reason it's not  
2 filed with The Court until after his date of  
3 death with no notice that he was dead at the  
4 time that this was filed.  
5 MR. MANCERI: Okay.  
6 THE COURT: All right, so stop, that's  
7 enough to give you Miranda warnings.

ONLY AFTER THEY WERE CONTACTED BY AUTHORITIES and knew they were  
busted and their pants were on fire did they motion the Court, only days before the hearing  
and SPALLINA does not confess his involvement in the fraud on the Court to Your Honor  
until directly confronted by Your Honor in the hearing. The record should be corrected to  
reflect that estate counsel, TSPA, TESCHER and SPALLINA only filed a motion to  
reopen only after ELIOT filed his Petition 7 – Emergency Motion and after MORAN had  
already confessed to the crimes, although her sworn statement to the Governor's office is  
fraught with perjured statements made under oath. That ELIOT had filed in Petition 1  
served upon them in May 2013 that the documents were fraudulent and thus MANCERI'S  
claim that they rushed on over to the courthouse and motioned the Court to correct the  
fraud as soon as they learned of it, well again, a BIG FAT LIE.

185. That one of the biggest errors in the hearing record is that ELIOT was somehow at fault for failing to provide for his family, when elaborate estate plans were in place to protect both ELIOT and CANDICE and their children after the death of SIMON and SHIRLEY from ELIOT or CANDICE needing to provide for their children due to special circumstances that prevent them from having normal lives.
186. That there are reasons, more fully defined in Petition 1, that have virtually disabled ELIOT and CANDICE from retaining jobs and where their jobs have primarily been attempting to save their children's lives, including each morning when they start their vehicle to take their children to school and that is one of the hardest jobs imaginable. Further, that ELIOT and CANDICE have been continuously harassed by defendants in ELIOT'S RICO and ANTITRUST lawsuit in efforts to destroy them prior to them achieving justice and prosecuting them.
187. That as noted to the Court in Petition 1, it has recently been learned from news stories that after ELIOT had testified to New York Senate Judiciary Committee Chairman and leader of the New York democratic party, Hon. Senator John L. Sampson, regarding the corruption inside courts and prosecutorial agencies, Senator Sampson was then "threatened" and then took "bribes" to cover up the corruptions.
188. That as noted to the Court in Petition 1 and at the September 13, 2013 hearing at this Court, information was recently released in the news that showed that the Plaintiff, Christine C. Anderson, Esq. in a legally related whistleblower lawsuit by Federal Judge Hon. Shira A. Scheindlin to ELIOT'S RICO, had been illegally monitored through MISUSE OF JOINT TERRORISM TASK FUNDS AND RESOURCES, to OBSTRUCT JUSTICE in her lawsuit and the legally related cases to her lawsuit. That Anderson's and

others rights were further violated through Invasions of their Privacy through violations of the Patriot Act and more, all in efforts to derail their lawsuits and deny them due process and procedure. That these acts were done by members of the New York Attorney at Law Disciplinary departments and other Senior Ranking New York Supreme Court members and senior ranking Public Officials.

189. That it was noted to this Court in Petition 1 that information recently published in the news indicated that Judges were illegally wiretapped, in their chambers, dressing rooms and homes, in efforts to OBSTRUCT JUSTICE in lawsuits that targeted them as defendants and again these crimes were committed allegedly by Senior Ranking Public Officials and Officers of the Courts and members of the Attorney at Law disciplinary departments. Corruption gone mad at the highest outposts of law and order.

190. That it should be noted that ELIOT'S Intellectual Properties invented at his last employment 12 years ago, changed the world in profound ways and until these criminal acts against ELIOT to steal the Intellectual Properties valued in the TRILLIONS by his retained patent counsel, mainly Proskauer Rose and Foley & Lardner and others, in order to deny ELIOT due process to recover his Intellectual Properties and disable his ability to prosecute the Attorneys at Law and Judges and others involved in the crimes, through FELONY OBSTRUCTION and criminal tactics, ELIOT and his family were on the way to becoming billionaires. That the tactics used to obstruct, include a massive attack on ELIOT and CANDICE, including a car bombing and death threats and more, and attacks on their families and friends and even attacks on Anderson and good judges and prosecutors trying to right the wrongs.



191. That bogus tax liens and credit problems were dumped on ELIOT and CANDICE overnight and they were threatened with death threats that forced them to flee their homes several times and so scarred them to distance themselves from friends and family and employers, in fear that anyone who helped them would become targets. So ELIOT has been working twenty hour days, through holidays and weekends, barely able to turn his back to love his wife and children, for now over a decade, immersed in a war that he did not start, nor can he end legally as the rules have wholly been desecrated against him as he fights every day for his and his families lives.
192. That while this may not appear a job to Your Honor it is a full time job that starts each morning with taking the kids to school and wondering if the car will blow up and they will be burned to smithereens, a far more stressful job than Your Honor's and the day has barely begun for ELIOT and CANDICE.
193. That for these reasons, SIMON and SHIRLEY set aside funds to allow ELIOT and CANDICE to pursue their Intellectual Properties, the family jewels, unobstructed with the need for other jobs they knew they could not secure and work every day to protect their children from those preying upon them and break through the walls of obstruction.
194. That SIMON and SHIRLEY set this up because they too had an interest in the Intellectual Properties as SIMON was a 30% owner of the Iviewit companies and rights in the Intellectual Properties. That this 30% of stock is part of his estate that he wanted his whole family to share in, as ELIOT fully defined in Petition 1.
195. That ELIOT being Pro Se in these legal battles against major law firms, politicians and industry is also a full time job and uncovering their crimes is yet another full time job, all necessary to insure the safety and future of his children and why SIMON and SHIRLEY

took these steps to ensure their safety and CANDICE and ELIOT's incomes that is now being thwarted through the crimes committed in the estates of both SIMON and SHIRLEY.

196. That Your Honor should do his job and ensure the sanctity of his Court from Frauds upon the Court and protect the true and proper beneficiaries from illegal acts of the estate counsel and fiduciaries. Where it appears that despite now having knowledge that Fraud and Fraud upon the Court has occurred by those entrusted with the estates, Your Honor let them walk out the door and continue their abuse of ELIOT and CANDICE and their children as if it was somehow OK by the Court to acknowledge these crimes and still let estate counsel represent these matters and manage the estate with fiduciaries that have been acting without proper Letters and fraudulent and forged documents and punishing the victims further by letting the estate be further looted each day they retain dominion and control over the estate. Enough is enough, Your Honor has the proof and admissions of crimes and yet continues to allow them to continue to act as Officers of the Court and as Fiduciaries of the estate and it is time that they are sanctioned and tried for these crimes and removed from these matters, other than as defendants for the crimes they have committed.

197. That again, each day Your Honor allows this criminal charade to continue in this Court with fraudulent documents approved by the Court that the Court now knows beyond a reasonable doubt are fraudulent and forged, more and more crimes are committed as illustrated in Petitions 1-7 and herein. Where in Petition 1 the document forgeries and frauds were clearly illustrated and evidenced and this fraud on the Court and the beneficiaries should have been stopped instantly when Your Honor should have read them

Miranda Warnings and partially why ELIOT called the hearing an EMERGENCY, which now with evidence of felony crimes being committed, this Court erred in ruling that ELIOT'S motion was not an EMERGENCY.

198. That these breaches of fiduciary duties and trust from this Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law and the resultant damages cannot ever be repaired and therefore this Court must instantly stop the LIES and FRAUD on the beneficiaries and Fraud on the Court and remove all fiduciaries and professionals involved in the estate currently and force upon them independent counsel that is not conflicted and certainly not themselves to preclude further frauds by disregard for this Court's own rules, the rules of the Attorney Conduct Code, Judicial Cannons, State and Federal law.

#### **LIE #6**

199. That in the hearing MANCERI states the following misrepresentation to Your Honor,

17 THE COURT: Okay. Who are the PR's that  
18 you represent?  
19 MR. MANCERI: Well, Shirley Bernstein  
20 there is no technically any PR because we had  
21 the estate closed.  
22 THE COURT: Okay.  
23 MR. MANCERI: And what emanated from  
24 Mr. Bernstein's 57-page filing, which falls  
25 lawfully short of any emergency, was a petition  
00024  
1 to reopen the estate, so technically nobody has  
2 letters right now.

That this claim is false as from ELIOT's 57-page filing does not emanate the reason that "technically" nobody had letters at the hearing. The reason nobody has letters has already been described herein as due to the FRAUD ON THE COURT by MANCERI'S clients but a brave attempt to shift the blame to ELIOT and his 57 page filing.

**LIE #7**

8 As a result of his [SIMON'S] passing, and in  
attempt  
9 to reopen the estate we're looking to have the  
10 estate reopened. So nobody has letters right  
11 now, Judge. The estate was closed.

That this statement almost seems to exhibit signs of delusional behavior by MANCERI as we are not looking at reopening the estate of SHIRLEY as a result of SIMON's passing a year ago, we are looking at reopening the estate due the admitted and acknowledged fraudulent and forged documents and evidence that a grand ole fraud has been perpetrated on the Court and beneficiaries from the acts of MANCERI'S clients, not because of ELIOT'S 57 page spot on filing detailing their crimes nor due to SIMON'S passing. Another boldface BIG FAT LIE to this Court.

**CLARIFICATION #1**

200. That MANCERI appears confused in Court as to whom he is representing and in what capacities and this Court should force disclosure on exactly who he is representing and in what capacity.

2 MR. MANCERI: Good afternoon, your Honor.  
3 As I stated in my opening, I represent Robert  
4 Spallina and Mr. Tescher. I would like to  
5 apologize --  
6 THE COURT: So their roles are what in  
7 this case?  
8 MR. MANCERI: **They were counsel or are**  
9 **counsel for the estate of Shirley Bernstein...**

So were they counsel or are they counsel? The question remains unanswered throughout the hearing.

## CLARIFICATION #2

201. That MANCERI appears confused on the date of SHIRLEY'S death, where SHIRLEY passed away on December 08, 2010.

3 Simon Bernstein, your Honor, who died a  
4 year ago today as you heard, survived his wife,  
5 Shirley Bernstein, who died **December 10, 2010**.  
6 Simon Bernstein was the PR of his wife's  
7 estate.

## ½ TRUTH

17 THE COURT: Okay. Who are the PR's that  
18 you represent?  
19 MR. MANCERI: Well, Shirley Bernstein  
20 there is no technically any PR because we had  
21 the estate closed.  
22 THE COURT: Okay.

202. That MANCERI is correct there is no Personal Representative but not because they closed the estate but rather because they closed the estate with SIMON two months after he was dead, without notifying the Court or others that he was dead at the time SIMON allegedly closed the estate. That since SIMON was dead and they did not notify the Court they were using a dead person's signature, they did not therefore put papers in to get new Letters for a successor and therefore no successor was chosen and that is why technically there is no Personal Representative, due to this macabre fraud on the Court utilizing a dead man to close the estate.

## LIE #8

21 MR. MANCERI: Simon was dead at the time,  
22 your Honor. The waivers that you're talking  
23 about are **waivers from the beneficiaries**, I

24 believe.

203. That MANCERI attempts several times at the hearing to mislead the Court to believe that the Waivers the Court is confused about are strictly from the beneficiaries and refuses to disclose that the Waiver most suspect is the Waiver of SIMON who is not a beneficiary but is dead at the time they are posited with the Court. In this exchange, Your Honor busts him,

25 THE COURT: No, it's waivers of  
00026  
1 accountings.  
2 MR. MANCERI: Right, by the beneficiaries.  
3 THE COURT: Discharge waiver of service of  
4 discharge by Simon, Simon asked that he not  
5 have to serve the petition for discharge.  
6 MR. MANCERI: Right, that was in his  
7 petition. When was the petition served?  
8 THE COURT: November 21st.  
9 MR. SPALLINA: Yeah, it was after his date  
10 of death.  
11 THE COURT: Well, how could that happen  
12 legally? How could Simon --  
13 MR. MANCERI: Who signed that?  
14 THE COURT: -- ask to close and not serve  
15 a petition after he's dead?

### CLARIFICATION #3

23 so they were kicked back by the clerk. They  
24 were then **notarized by a staff person** from  
25 Tescher and Spallina **admittedly in error**. They  
00027

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1 should not have been notarized in the absentia  
2 of the people who purportedly signed them.

3 I'll give you the names of the other siblings,  
4 that would be Pamela, Lisa, Jill, and Ted  
5 Bernstein.

6 THE COURT: So let me tell you because I'm  
7 going to stop all of you folks because I think

8 you need to be read your Miranda warnings.  
9 MR. MANCERI: I need to be read my Miranda  
10 warnings?  
11 THE COURT: Everyone of you might have to  
12 be.  
13 MR. MANCERI: Okay.

204. That MANCERI attempts to minimize the role of MORAN as merely a “staff person”  
when in fact MORAN is a Legal Assistant for the Law Firm and their notary public.

#### **CLARIFICATION #4**

2 THE COURT: Kimberly Moran never signed or  
3 notarized his signature?  
4 MR. MANCERI: Yes, your Honor, **and that's**  
5 **been addressed with the Governor's office.**  
6 THE COURT: You need to address this with  
7 me.

205. That not only has it not been addressed with Your Honor truthfully yet, it also has not been  
addressed with the Governor’s office in the past tense. MORAN is still in the present in an  
ongoing investigation by the Florida Governor’s office and the Palm Beach County  
Sheriff’s office, regarding not only the fraudulent notarization but the forgery of signatures  
and now for alleged perjury to official investigators.

#### **LIE #9 & 10**

24 MR. MANCERI: **They were originally filed**  
25 **away, your Honor, under the signature of the**  
00031  
1 **people.**  
2 THE COURT: **No, they weren't filed, that's**  
3 **the whole thing. I'm looking at the file date,**  
4 **filed with The Court.**  
5 MR. MANCERI: No, they were returned by  
6 the clerk because they didn't have  
7 notarization. **We have affidavits from all**  
8 **those people, Judge.**

9 THE COURT: Well you may have that they  
10 got sent up here.  
11 MR. MANCERI: We have affidavits from all  
12 of those people.  
13 MR. ELIOT BERNSTEIN: Including Simon?  
14 THE COURT: Slow down.

206. MANCERI tries to claim to Your Honor that the original Waivers were filed as part of the Court record, however they never were filed as they were rejected, as Your Honor astutely catches and points out his lie. Then MANCERI attempts to claim that to cure the problem he has affidavits from all those people who signed and this is wholly untrue as he has no Affidavit for ELIOT or SIMON, another BIG FAT LIE.

#### **CLARIFICATION #5**

14 THE COURT: Who filed that document?  
15 MR. MANCERI: Robert, do you know who  
16 filed that document in your office?  
17 MR. SPALLINA: I would assume Kimberly  
18 did.  
19 MR. MANCERI: Ms. Moran.  
20 THE COURT: Who is she?  
21 MR. MANCERI: She's a staff person at  
22 Tescher and Spallina.

207. That SPALLINA needs to immediately clarify to this Court and the beneficiaries of the estate who exactly filed the document and have a sworn statement prepared to that effect. That this is a great question by Your Honor that needs an answer but in the end, despite the individual that actually filed, it was filed by the LAW FIRM OF TESCHER & SPALLINA, P.A., TESCHER and SPALLINA and not a “scapegoat” alleged “staff person” who again for the record is a Legal Assistant and Notary Public employee of TSPA.



**LIE #11**

11 MR. MANCERI: **And Ted Bernstein, I**  
12 **believe, is the trustee of that trust.**

208. That MANCERI needs to immediately clarify to this Court and the beneficiaries of the estate if at the time TED was trustee, not what his belief is. However, the Court hearing revealed that SIMON died as Personal Representative and Trustee of the estate and trusts of SHIRLEY and no successors were chosen due to the Fraud on the Court discovered by Your Honor at the hearing. MANCERI and SPALLINA knew that TED was not ever appointed as they failed to notify the Court SIMON had died since they were using him as if alive for the Fraud on the Court and so this couching of his answer is really just another BIG FAT LIE, to continue to mock Your Honor with further fraud upon fraud and lie upon lie.

**CORRECTION**

21 MR. MANCERI: He died, your Honor. Again  
22 **she died December 10, 2010.** He died September  
23 of 2012.

209. That again, SHIRLEY passed away December 08, 2010.

**LIE #12**

15 THE COURT: And Shirley's trust is for the  
16 benefit of who?  
17 MR. MANCERI: The grandchildren now  
18 **because Simon died.**  
19 THE COURT: So children-level, Eliot, Ted  
20 were skipped over as beneficiaries?  
21 MR. MANCERI: That's correct, your Honor.

210. That MANCERI carefully tries to dance around the truth and so states that the grandchildren in SHIRLEY'S estate were the beneficiaries BECAUSE SIMON died.

Where SIMON'S death has nothing to do with who the beneficiaries of SHIRLEY'S estate are. What MANCERI wants to avoid is that the beneficiaries of SHIRLEY'S estate in her Will and Trusts that were probated are ELIOT, IANTONI and FRIEDSTEIN, not the grandchildren. That MANCERI fails to state that it is alleged that after SIMON closed SHIRLEY'S estate while he was dead for two months, he then filed an AMENDED TRUST and a WILL that both have notarizations that fail to state that SIMON appeared on the date allegedly signed, in which, he attempts to change the BENEFICIARIES of SHIRLEY'S estate after it is closed, after he too is deceased and again MANCERI wants to avoid the truth to Your Honor because it exposes more and more of the fraud upon the courts in both estates. Again, if SHIRLEY'S estate beneficiaries WAIVER'S are not proper and were never filed legally in the Court and now cannot be signed and notarized by all parties that originally signed, including SIMON and ELIOT refuses to sign another one, well, it appears the beneficiaries of the estate of SHIRLEY remain free of any alleged changes and ELIOT, IANTONI and FRIEDSTEIN remain beneficiaries as of this date and were never legally replaced by the Grandchildren. The only children that were "skipped over" are TED and P. SIMON who were skipped in either case and MANCERI again failed to tell the truth of the matter to Your Honor and come clean, instead praying Your Honor was still asleep.

**LIE #13**

23 THE COURT: So after Shirley died, did  
24 that continue?  
25 MR. SPALLINA: Yes, I assume so, that Si  
00042  
1 was paying bills.  
2 THE COURT: And when he died in September  
3 of last year, what happened, if anything?  
4 MR. SPALLINA: There was an account that  
5 we set up in the name of Bernstein Family

6 Reality. That was owned by three old trusts  
7 not that we created, but were created by  
8 Mr. Bernstein in 2006 that owned the house that  
9 the family lives in, so there was an LLC that  
10 was set up, Bernstein Family Realty, LLC,  
11 there's the three children's trust that own the  
12 membership interest in that, and there was a  
13 bank account at Legacy Bank that had a small  
14 amount of money that Si's assistant Rachel had  
15 been paying the bills out of on behalf of the  
16 trusts.

17 When Mr. Bernstein died, Oppenheimer, as  
18 trustee of the three trusts and in control of  
19 the operations of that entity, assigned  
20 themselves as manager, had the account moved  
21 from Legacy to Oppenheimer, and continued to  
22 pay the bills they could with the small amount  
23 of money that was in the Legacy account.  
24 At this time, the Legacy account was  
25 terminated because there were no funds left,  
00043

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1 they started using the funds inside the three  
2 trusts at Oppenheimer to pay for health,  
3 education, maintenance and support --

211. That the first part of this lie begins when SPALLINA states that after SIMON died an account was set up in the name of Bernstein Family Realty (sp), this happened many years before SIMON died. That ELIOT states for the record that the Bernstein Family Realty LLC account referred to here was set up years earlier to pay ELIOT according to his agreement with SIMON and SHIRLEY and to pay the expenses of their children's home and other living expenses of CANDICE, ELIOT and the children. That SIMON funded the account as necessary to cover these costs as agreed.

212. That to set the record straight, there were three trusts in ELIOT's three children's name that were created in 2006 for school expenses by a different law firm than TSPA. That the house that is part of Bernstein Family Realty LLC (owned by ELIOT'S children) did not get owned by the three trusts through their interest in the LLC until 2008. In fact,

SPALLINA drafted and executed the formation of Bernstein Family Realty LLC in 2008 and accounts were set up and funded monthly without interruption thereafter by SHIRLEY and SIMON until the day SIMON died.

213. That TSPA, TESCHER and SPALLINA did the real estate transactional work to put the home into the LLC they created, using a variety of cash, loans and mortgages, all the real estate documents prepared by their estate planning law firm, as evidenced in Petition 1 – Section “XIII. THREATENED FORECLOSURE ON SIMON'S GRANDCHILDREN'S HOME BY SIMON'S ESTATE POST MORTEM” and EXHIBIT 21 - BALLOON MORTGAGE and EXHIBIT 22 - PROMISSORY NOTE and EXHIBIT 24 - WALT SAHM CARRY OVER LOAN.
214. That SPALLINA again tells fibs in streams to dance around the factual truth that exposes his crimes, now claiming that when SIMON died, Oppenheimer moved the Legacy Account. This is yet another BIG FAT LIE, as the truth is that for months after SIMON’S death, SPALLINA order SIMON’S assistant WALKER to continue paying the bills out SIMON’S account despite the fact that SPALLINA knew that SIMON was dead and that he was the only signor on the account.
215. That when TED fired WALKER for the first time, as he later rehired her to work at his company and then fired her again shortly after, WALKER was directed by SPALLINA to turn the Legacy account and checkbooks to CANDICE and have CANDICE write the checks and pay the bills.
216. That ELIOT found this to be illegal as it appeared that an account of SIMON’S was being used post mortem and where CANDICE did not appear to have any legal rights to write checks from this account in an LLC’s name and so ELIOT and WALKER contacted

Legacy Bank who told WALKER and ELIOT that WALKER was not able to access the accounts or write checks as she had been as she was not listed on the account anywhere, despite WALKER claiming she had signatory powers on the account.

217. That when Legacy Bank then learned that SIMON, the only signor on the account, was dead, they were shocked that his accounts were still being accessed and by unauthorized parties and immediately froze the accounts and demanded to talk only further with the Personal Representative and estate counsel TSPA, TESCHER and SPALLINA regarding the closing of the account.
218. That TSPA, TESCHER and SPALLINA then allegedly spoke with Legacy Bank regarding the situation of the frozen accounts and they then arranged for the transfer of any remaining balances into new accounts with Oppenheimer three months after SIMON's passing in December 2012 or thereabout, who then opened a new Bernstein Family Realty account at Oppenheimer and that is how it really went down.
219. That SPALLINA directed Oppenheimer to begin paying the bills out the children's school trust funds and did not continue funding the Bernstein Family Realty account that was opened at Oppenheimer to replace the account that ended at Legacy due to being frozen as they, like the Court, were not notified that SIMON who was dead accounts were being illegally accessed.
220. That SPALLINA states that Oppenheimer called him and told him the trusts were depleted and it did not pay to administer them anymore but the factual evidence submitted in Petition 7 in exhibits of the correspondences that were had regarding the closing and who said what proves that SPALLINA was contacted by Oppenheimer to replace the monies to continue both the living expenses and school expenses and it was SPALLINA who then

directed the closing of the trusts and that TED be appointed as successor trustee to Oppenheimer for Bernstein Family Realty LLC as he had volunteered.

221. That further, SPALLINA told both Oppenheimer and ELIOT that he would replace and replenish the school trust funds used when he got around to setting up new trusts for the children and when it came time to replenish and replace the funds he declined and left the school trust funds depleted to nothing and told Oppenheimer to close the accounts and nothing would be left and that bills would not be paid as of that date. That this is more fully defined in Petition 7 relating to how TSPA, TESCHER, SPALLINA and TED then used this situation they created and controlled to extort ELIOT to either take money he alleges is being wrongfully converted through FRAUD or else face starvation and loss of all income etc. overnight, the basis for the EXTORTION claim in Petition 7.

222. That the following correspondence more accurately reflects the facts for Your Honor,

**From:** Craig, Janet [mailto:Janet.Craig@opco.com]  
**Sent:** Wednesday, August 28, 2013 11:28 AM  
**To:** 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'  
**Cc:** 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'  
**Subject:** Bernstein Trust Terminations

Dear Eliot and Candice,

As you are aware, the trusts for Daniel, Jacob and Joshua have depleted over time due to the payment of your household bills. I have spoken with Mr. Spallina and he has informed me that the household bill payments will not be refunded to the trusts. We have therefore decided to terminate the trusts due to their de minimus market values.

The enclosed accountings for each trust cover the period of September 20, 2010 (our inception date) through August 26, 2013. We have also enclosed an Asset Detail showing the current market values and a Receipt, Release and Refunding Agreement for each of the accounts for your signatures. Please review all the documents carefully and contact

me if you have any questions. Once your review is completed, please sign one copy of the Receipt, Release and Refunding Agreement before a Notary Public and return it to me at the address below. A second copy should be retained for your records.

Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him

Please keep in mind that the liquidation of the assets and the distribution of funds to you will generate tax consequences reportable on your 2013 personal income tax returns, which you will be filing next year. Please do not complete your personal income tax returns until you have received the final form K-1 from us.

Janet Craig, CTFA  
Senior Vice President & Compliance Officer  
Oppenheimer Trust Company  
18 Columbia Turnpike  
Florham Park, NJ 07932  
Tel: 973-245-4635  
Fax: 973-245-4699  
Email: Janet.Craig@opco.com

223. That when ELIOT requested the Oppenheimer operating agreements for the trusts and Bernstein Family Realty LLC, he was sent documents that were incomplete and a court order that was approved on yet another document that appears improperly notarized, see **Exhibit 8 – Incomplete Oppenheimer Trust papers and Bernstein Family Realty LLC papers sent to ELIOT.**

224. That SPALLINA does in fact tell the Court that “we told them to distribute the rest of the money...” and ELIOT asks under what authority is SPALLINA controlling the acts of the fiduciary trustees Oppenheimer and why is Oppenheimer taking their directions from SPALLINA.

225. That now this Court may better understand why SPALLINA tells a stream of lies regarding the Legacy Bank and Oppenheimer trusts and accounts, as the truth would simply prove out ELIOT'S claim that this is an extortion mechanism to force ELIOT without notice, that if he does not participate and go along with their frauds they will turn off monies on three minor children through more fraud and deceit and against the wishes of SIMON and SHIRLEY and defeating in fact their express concerns to protect ELIOT and his family from this in carefully crafted estate planning work SPALLINA was woefully wrongfully trusted by SIMON and SHIRLEY.

226. That SPALLINA and TED are both involved in the Bernstein Family Realty LLC through some form of voting that was done, again behind the backs of ELIOT and his family who own the LLC and again fraud appears to be how this is being transacted and with documents giving authority to people to run the trusts and company that are sent to ELIOT unsigned by the parties and with yet another incomplete notary where the notary fails to identify that the party appeared that day and was either known to or produced ID, on a document that Your Honor appears to have made Orders upon approving Hunt Worth and Oppenheimer, in Case No. 502010CP0003128XXXXSB, "Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006" as already exhibit herein in Exhibit 8. Again, a reason for an EMERGENCY HEARING or EMERGENCY ORDERS to rectify these and other documents that all appear part of larger and more complex set of frauds on the entire estates of SIMON and SHIRLEY, especially where notary fraud and forgery has been admitted to already and Fraud on the Court has been identified with improperly signed and notarized documents. To err on the side of caution here is best, as ELIOT cannot state that the improper notarization here is part of the other admitted notary public fraud and forgery



that took place but where unsigned trusts and improper notarizations may indicate other problems or frauds.

**LIE # 14**

6 MR. SPALLINA: Both of their estates say  
7 that at the death of the second of us to die,  
8 pursuant to Si's exercise over his wife's  
9 assets, that all of those assets would go down  
10 to ten grandchildren's trust created under  
11 their dockets.  
12 Mr. Bernstein was on a call while his  
13 father was alive with his other four siblings  
14 where he had called me and said, Robert, I  
15 think we need to do a phone call with my  
16 children to explain to them that I'm going to  
17 give this to the ten grandchildren.  
18 THE COURT: And that happened?  
19 MR. SPALLINA: And that happened.

227. That SPALLINA fails to tell the truth here in that he claims that the estates state these words pursuant to SIMON'S exercise over his wife's assets, where the assets would then go to the ten grandchildren. Nowhere in SHIRLEY'S estate does it state that the ten grandchildren would be beneficiaries pursuant to SIMON'S exercise over his wife's assets and nowhere even in the new language that SIMON allegedly executes his power of appointment are the ten grandchildren named.

228. That the Power of Appointment states,

**ARTICLE II. EXERCISE OF POWER OF APPOINTMENT**

Under Subparagraph E. 1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "*Shirley Trust*"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their

respective trusts established under Subparagraph II. B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II. C. thereunder.

---

Subparagraph E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

---

#### SHIRLEY TRUST

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "child," "children" and "lineal" descendant" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, **my children, TED S. BERNSTEIN ("TED") and PAMELA B. SIMON ("PAM"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me,** [emphasis added] provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

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#### SIMON AMENDED TRUST

##### Article II

B. Disposition of Trust Upon My Death. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "beneficiary" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. Trusts for Beneficiaries. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1 /3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, per stirpes; or
2. if he or she leaves no lineal descendant then living, per stirpes for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

229. That since Your Honor reopened Shirley's estate and since the most important issue is the construction of SIMON'S exercise of his power to change SHIRLEY'S trust beneficiaries to his grandchildren, where in her Will SHIRLEY limited recipients on SIMON'S death only to her lineal descendants, excluding and disinheriting TED and P. SIMON and the children of TED and P. SIMON, your Court is the proper Court to decide the meaning of the term grandchildren in SIMON'S power of appointment, as otherwise, judge French would be interpreting SHIRLEY'S Will while SHIRLEY'S estate is still open and in your Court.

230. The question of whether the validity and more importantly the construction of SIMON'S power of appointment should be before Your Honor or Hon Judge French must be addressed by this Court properly with all the facts, as it was evident that in the hearing Your Honor heard more half-truths and lies than truth from SPALLINA and MANCERI. SHIRLEY was the first to die. In her Will, she created a trust which is commonly known as a Marital Trust and Family Trust. In the Marital Trust, it provides that the assets of the Trust all go to SIMON, the survivor of the two. It goes on in paragraph 2(e)(i) to say that on SIMON'S death, the remaining assets go to SHIRLEY and SIMON's lineal descendants, excluding and disinheriting TED and P. SIMON and the children of TED and P. SIMON. The Marital Trust also contained a provision, that is typical, that gave SIMON, as the survivor, the right to exercise a power of appointment to name the beneficiaries or recipients of the assets remaining at his death. He may or may not have changed the beneficiaries in his or SHIRLEY'S estate, depending on the Court's ruling on the series of documents that allowed for that, including the document that allegedly makes the changes, which all appear to have improper notarizations and more as already evidenced and exhibited herein. It is the contention of ELIOT that it is clear that even if SIMON could and did exercise his power of appointment to name beneficiaries, he could only have done so from within the individuals that SHIRLEY permitted in her Will in paragraph 2(e)(i), and no one else. Thus, SIMON could not include Ted, Pam or their children as SHIRLEY'S Will specifically excluded TED, P. SIMON and their children from available options under the power of appointment and SHIRLEY never changed her Will or the beneficiaries thereunder as so even if SIMON is alleged to have exercised his power of appointment and claimed that the ten grandchildren were beneficiaries he would have not

had the power and it would be revoked by the Court's and the only grandchildren it would apply to would be the children of ELIOT, IANTONI and FRIEDSTEIN.

231. in answer to Your Honor's question at the hearing that went unanswered by SPALLINA. Similarly, he could not name Your Honor or MARITZA or John Doe. At the least it is a question of the construction of interpretation of the language of SHIRLEY'S Will to determine the validity or construction of SIMON'S power of appointment exercise which is why the Marital Trust and these question appear properly before Your Honor and not Hon. Judge French. If it went before Hon. Judge French, he would be interpreting SHIRLEY'S Will and not you, which seems wrong, especially since you now have reopened SHIRLEY'S estate.
232. That as to Your Question to ELIOT at the hearing of which assets of the estate pass under SHIRLEY'S Will versus the Marital Trust and that therefore you could "freeze" and find relief from for ELIOT, ELIOT could not answer that question to Your Honor at the hearing and cannot now, because SPALLINA has from the beginning suppressed and denied and refused to provide ELIOT with requested documents, accountings, inventories, as a beneficiary to make an informed consent answer, so the best answer now would be all assets of the gross estate and trusts of SHIRLEY should be construed as part of the estate of SHIRLEY until discharged with living parties making the discharge and distribution of assets.
233. That it was learned in the hearing that the Petition for Discharge, Full Waiver while allegedly signed and not notarized on April 9, 2012 was improperly filed in October 24, 2012, a month after SIMON was deceased, that it was not legally binding as SIMON was not present in October 2012 to make that Petition valid and the claims thereunder valid. It

was also already shown herein that the statements of SIMON'S attested to under perjury in the alleged April 9, 2012 Petition to Discharge Full Waiver were not true at that time in April 2012 when it is allegedly signed.

234. That if the Petition to Discharge Full Waiver is therefore legally invalid and part of a fraud on the Court, the estate was not discharged legally and remains not discharged legally discharged and the Marital Trust and its assets have then not transferred to the estate of SIMON and therefore SIMON would not have powers under the Marital Trust to make any appointments until such time that the estate is discharged and the trusts transferred and all approved by this Court.

235. That if the Marital Trust was not discharged as SIMON did not sign a discharge while alive that is valid, it would appear that not only are the SHIRLEY trusts still in the estate through the Will which creates them but that SIMON could not have while alive made the changes according to his power of appointment over the assets and SIMON cannot therefore make those changes now and thus the grandchildren were never changed in the trusts under the Will of Shirley and Shirley made no changes to her beneficiaries.

236. That SIMON died without closing the estate of SHIRLEY legally and discharging the estate legally and this provides a possible motive for the need to make all these changes with post mortem created fraudulent and forged documents to attempt to make the change to put TED and P. SIMON and their children back into the estate.

237. That SIMON coulda, shoulda, woulda, done these things is no longer relevant as SIMON did not and cannot now make changes in SHIRLEY'S estate and trusts and thus all SHIRLEY'S assets of the gross estate, probate and trusts, should remain in the estate of SHIRLEY and distributed to her beneficiaries, where ELIOT was and is and always has

been a beneficiary, despite the claims of SPALLINA and MANCERI at the hearing that ELIOT was not a beneficiary of the estate and trusts, which appears confused, based on improperly and illegally crafted documents as evidenced herein and untrue.

#### **CLARIFICATION #6**

19 THE COURT: Go ahead.

20 MR. SPALLINA: Now, there was a question  
21 from our client as trustee of his mother's  
22 trust because he has apprehension as do the  
23 other siblings as to whether or not  
24 Mr. Bernstein is the proper trustee for that  
25 trust.

00049

1 THE COURT: Okay, all right.

238. That several questions pop up on this statement that need clarification, first, who is “our client?” Since SPALLINA speaks from plural we can assume TESCHER and TSPA are the “our” in the sentence and TED is the client they refer to as having apprehension and others having apprehension with “Mr. Bernstein”, TED, is the proper trustee for that trust.
239. That first how can TSPA, TESCHER and SPALLINA represent TED as a client when they are estate counsel for the estate, there would be a conflict that is beyond parsing or getting Waiver on. So is SPALLINA tipping off the Court to whom his real client is, TED whose wishes he is protecting, or the estate and SIMON’S last wishes, it appears he represents TED at least to Your Honor.
240. That the estate appeared not to have counsel representing the estate at the hearing, as MANCERI represents only SPALLINA and TESCHER in their individual capacities as Respondents and cannot represent them both professionally and personally due to conflicts and no one states on the record they represent any of the following parties that did not appear,

- i. the estate of SHIRLEY,
- ii. the Personal Representative,
- iii. TSPA, TESCHER and SPALLINA as estate counsel,
- iv. the alleged trustee, TED, of SHIRLEY'S estate, who only represents himself personally in the hearing,
- v. the alleged successor trustee to the trusts of SHIRLEY, TED, who only represents himself personally in the hearing,
- vi. any of the alleged beneficiaries (other than ELIOT who represented himself personally and where there is also no one representing ELIOT'S children as beneficiaries),
- vii. any of the alleged beneficiaries trustees including on behalf of the minors,

That prior to any other hearings or pleadings these issues must be addressed by the Court and ferreted out as to who is representing who, who are the beneficiaries, who are the trustees, who is the Personal Representative, etc. before further pleadings or hearings can be considered by any parties other than ELIOT who is representing himself Pro Se as a beneficiary of the estate of SHIRLEY.

241. That further MANCERI states he "believes" TED is trustee of the trust and TED claims not that SPALLINA represents him when Your Honor asked him if he was represented and that he was Pro Se, well it appear that for a year, SPALLINA and others have stated that TED was the trustee of the estate as represented in Your Court and was "believed" to be the trustee of the trusts, yet SPALLINA has allowed TED to act in these capacities knowing that he is not and no letters were issued and more. **THUS, ALL TRANSACTIONS TRANSACTED BY TED AS TRUSTEE OF THE ESTATE AND**



TRUSTS were knowingly done with TED not having these fiduciary powers and aided and abetted by SPALLINA to defeat the last wishes of SIMON, in favor of his real client, TED.

242. That until this Court can determine these matters, all distributions of any assets in the estate of SHIRLEY should be returned to this Court and held in trust until the Court can determine all of these matters, including all personal properties removed and distributed and all monies from any transactions that may have occurred fraudulently such as the Condominium sale, which is a part of the Marital Trust allegedly and part of SHIRLEY'S estate under the Will until it is legally discharged to the proper parties and proper Letters of Administration are granted to those in charge of the distributed properties.

#### **CLARIFICATION #7**

243.

#### **MOTION FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION**

244. That in the hearing Your Honor requested that ELIOT prepare a list of reliefs for a hearing still unscheduled but instead ELIOT has inserted them in this pleading in the Prayer for Relief, as the reasons are once again EMERGENCIES THAT CANNOT WAIT WITHOUT FURTHER DAMAGE that will soon leave (in the next days) ELIOT and CANDICE and THREE MINOR CHILDREN without FOOD, ELECTRICITY, A HOME,

THEIR CHILDREN OUT OF SCHOOL and PENNILESS, due to the FRAUD occurring in the estates of SHIRLEY and SIMON and the FRAUD ON and IN this COURT.

245. That Petition 7 made claims that ELIOT was being EXTORTED to either participate in what he knows are fraudulent transactions and where their admitted fraud and forgery and gross violations of fiduciaries involved in all of the transactions and monies are being converted to the wrong parties, against the last wishes and desires and legally binding estate plans of SIMON and SHIRLEY and with Your Honor discovering that FRAUD ON THE COURT and FRAUD ON THE BENEFICIARIES has occurred, well the EXTORTION ATTEMPT HAS NOT CEASED AND IN FACT GROWN WORSE MAKING IT MORE OF AN EMERGENCY and therefore if the relief sought is not granted by this Court, take this Motion as a call for another EMERGENCY HEARING and this time please advise all parties to bring their checkbooks.

17 THE COURT: And, Mr. Bernstein, whatever  
18 you want relief-wise to happen with respect to  
19 Shirley's estate, not Shirley's trust, but  
20 Shirley's estate, you could have a hearing on  
21 that. I'll combine everyone who has an  
22 interest in getting some relief.

246. That further, ELIOT 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 reason as food had not run out yet and electricity was not off yet but now we grow ever nearer to major catastrophe for THREE MINOR BENEFICIARIES UNDER YOUR HONOR'S CARE and DUTY TO PROTECT. But after hearing Your Honor at Court, upon discovering FELONY crimes in and upon the Court and the Beneficiaries and learning of a hoax of amazing magnitude and planning, effectuated to

change beneficiaries of the estate using a dead man's, my very own father's, signed and notarized documents for him through forgery and fraud, and whereby, Your Honor felt enough evidence material at that moment to tell them they should be read their Miranda Warnings for apparently felony crimes discovered by Your Honor in the hearing. Crimes ELIOT did not know of until Your Honor exposed them and they were admitted to in the hearing, including but not limited to, crimes COMMITTED ON THE COURT and these facts and Your Honor's Miranda Warning has made CANDICE fear that these folks may cause harm upon our family and our three boys, as desperate men do desperate things and ELIOT agrees with CANDICE.

247. That with allegations out of the gate by TED and others that SIMON was murdered, this Court must consider WHY these crimes were committed and the premeditation and planning these crimes took and the effort to cover them up and continue the lies in the Court, is reason to consider the EMERGENCY MOTION again and provide IMMEDIATE EMERGENCY RELIEF TO THE BENEFICIARIES as Your Honor has left the beneficiaries at the hands of those whom you should have given their Miranda rights and hauled them off for trial on FELONY CRIMES AGAINST THE COURT and FRAUD ON THE BENEFICIARIES.

248. That Your Honor should consider granting the immediate relief requested in Petition 7 to protect the family of ELIOT from now both threatened and actual financial and perceived by CANDICE physical, harms. As it appears that while you should have arrested them in Your Court for the Fraud perpetrated on the Court and the beneficiaries and instead chose to let them walk out the Court free men in control of the estate still, despite the crimes committed and admitted to, well they very well could know the end is near if they do not

take desperate measures to stop the inevitable prison sentence if they have their Miranda's read and this poses very serious risk to ELIOT and CANDICE and their children's safety.

249. That Your Honor after seeing and hearing enough evidence to know that a fraud was committed on the Court and issue a threatened but not executed upon Miranda Warning let them out of the Court, allowing them to continue to operate as Officers of the Court and move this Court on behalf of themselves and others, including others they do not represent is beyond belief and comprehension and this Court's inactions appear to cause more damages to the victims.
250. That further they are allowed to contact ELIOT and want to meet with ELIOT and make pleadings with the Court and propose settlements Your Honor urges, while in massive conflict and under investigations and having already admitted to criminal acts. As ELIOT stated in Court at the hearing ELIOT did not want to meet nor associate with such strange criminal bedfellows and participate in fraud under any circumstances, when asked to meet with them by Your Honor at the hearing.

10 MR. ELIOT BERNSTEIN: I didn't say that.  
11 THE COURT: I'm not in charge of feeding  
12 your children or paying your electric bills,  
13 you are. You have to do what a parent does to  
14 take care of their children. It doesn't sound  
15 like you're doing everything that you can, but  
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16 that's technically not before me.  
17 But in the meantime not knowing a whole  
18 lot about this case, it's my first time I'm  
19 really having this type of dialogue. I heard  
20 some voice that said there's cash to feed your  
21 children that could become readily in your  
22 pocket or in someone's pocket to pay bills that  
23 could help your children. I heard that. They  
24 say the stumbling block to your children  
25 getting the benefit of that money is you. I  
00063

1 don't know whether that's true or not, but if  
2 you want your children to imminently get money  
3 and they have imminent money to give your  
4 children, maybe you want to sit with Ted and  
5 that other side and see if there's some money  
6 that could come to your children.  
7 MR. ELIOT BERNSTEIN: Excuse me.  
8 THE COURT: Sure.  
9 MR. ELIOT BERNSTEIN: **That's like asking**  
10 **me to participate in what I allege is a fraud.**

251. That the Court err's also in the quote above from the hearing in that it really is more this Court's job to feed ELIOT, CANDICE and their THREE MINOR CHILDREN at the moment, as the funds to feed them and provide for their futures were set up just fine, up until a lot of bogus documents and fraud in the estates of both SIMON and SHIRLEY took place. These funds were to be set aside in trusts for ELIOT and his children immediately after SIMON and SHIRLEY'S death, some were funded prior to their deaths, all established by SIMON and SHIRLEY as stated in the last, known at this time, valid and binding and legally and properly documented Wills and Trusts they signed together in 2008, while alive. SIMON and SHIRLEY'S intention clear that the estate was to provide funds for ELIOT and his families living expenses and these funds are intentionally being interfered with by estate counsel's attempt to extort ELIOT to take tainted money and go along with the fraud or else suffer complete and overnight funding of his family in opposite of SIMON and SHIRLEY'S intent.

252. That the alleged changes to the beneficiaries and conversion of the monies to the wrong parties through fraud and forgery and more was not the intent of SIMON and SHIRLEY and SIMON never executed the changes to the estate and changed the beneficiaries legally or closed the estate while alive legally, as others helped him after his passing, in both

estates, to change the beneficiaries to suit themselves and loot and rob the estates, wholly disregarding and usurping the last wishes of SIMON and SHIRLEY.

253. That SIMON and SHIRLEY'S wishes were that the money would flow seamlessly and without interruption to ELIOT in trusts and his children in other trusts and provide for them solidly in both income for their work to protect the Intellectual Properties and funds to pay all necessary living, school and other personal expenses, for the rest of their lives with prudent management of the funds. As Your Honor learned in the hearing this had been set and was being paid prior to SIMON and SHIRLEY'S passing for six years and was for months after SIMON passed until August 28, 2013, when suddenly and without warning, in yet another apparent fraud with massive fiduciary violations by SPALLINA et al. these monies were ceased through another con job by SPALLINA, this time involving OPPENHEIMER, all more fully described in Petition 7, in an attempt to force ELIOT to participate in the fraud and shut up about it or else these living expenses and agreed monies to fund his family would cease and they have, as ELIOT will not participate in fraud and more.

22 THE COURT: Now, tell me the best you can  
23 the way Eliot described that there was some  
24 deal that had been in effect with Shirley and  
25 Simon while they were alive that kept on going

00041

1 after Shirley died to help support his  
2 children.

3 MR. MANCERI: That I can't comment on  
4 personally, your Honor, because I never met  
5 either one of them.

6 THE COURT: Do you know anything about  
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7 that?

8 MR. MANCERI: He was the draftsman. His  
9 firm was the draftsman.

10 THE COURT: So did Shirley and --

11 MR. ELIOT BERNSTEIN: They didn't draft --  
12 THE COURT: Stop. Next time you speak out  
13 of turn you will be held in contempt of court.  
14 MR. ELIOT BERNSTEIN: Sorry.  
15 THE COURT: Why get yourself in trouble?  
16 You're being rude.  
17 MR. ELIOT BERNSTEIN: Sorry.  
18 THE COURT: So is it true that when they  
19 were alive they were helping to support Eliot's  
20 family?  
21 MR. SPALLINA: To the best of my  
22 knowledge, yes, sir.  
23 THE COURT: So after Shirley died, did  
24 that continue?  
25 MR. SPALLINA: Yes, I assume so, that Si  
00042  
1 was paying bills.  
2 THE COURT: And when he died in September  
3 of last year, what happened, if anything?  
4 MR. SPALLINA: There was an account that  
5 we set up in the name of Bernstein Family  
6 Reality. That was owned by three old trusts  
7 not that we created, but were created by  
8 Mr. Bernstein in 2006 that owned the house that  
9 the family lives in, so there was an LLC that  
10 was set up, Bernstein Family Realty, LLC,  
11 there's the three children's trust that own the  
12 membership interest in that, and there was a  
13 bank account at Legacy Bank that had a small  
14 amount of money that Si's assistant Rachel had  
15 been paying the bills out of on behalf of the  
16 trusts.  
17 When Mr. Bernstein died, Oppenheimer, as  
18 trustee of the three trusts and in control of  
19 the operations of that entity, assigned  
20 themselves as manager, had the account moved  
21 from Legacy to Oppenheimer, and continued to  
22 pay the bills they could with the small amount  
23 of money that was in the Legacy account.  
24 At this time, the Legacy account was  
25 terminated because there were no funds left,  
00043

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1 they started using the funds inside the three  
2 trusts at Oppenheimer to pay for health,  
3 education, maintenance and support --  
4 THE COURT: Of the grandchildren?  
5 MR. SPALLINA: Of the grandchildren. And  
6 it was probably at the time that Mr. Bernstein

7 died about \$80,000 in each of those trusts last  
8 September.

9 THE COURT: Okay, so then what happened?

10 MR. SPALLINA: So over the course of the  
11 last year -- the kids go to private school,  
12 that's an expensive bill that they pay, think  
13 it's approximately \$65,000. There were other  
14 expenses throughout the year. The trust assets  
15 as of this week I spoke to Janet Craig, have  
16 depleted down collectively across the three  
17 trusts for about \$25,000.

18 THE COURT: Total left?

19 MR. SPALLINA: Total left in the three  
20 trusts.

21 THE COURT: Any other trusts?

22 MR. SPALLINA: Again, this is not part of  
23 the estate right now, so let's leave the estate  
24 of Shirley and Si completely separate. Just  
25 trying to get to the issue that Mr. Bernstein  
00044

1 spoke about first.

2 THE COURT: Right.

3 MR. ELIOT BERNSTEIN: Oppenheimer called  
4 me and said that the trusts are coming to the  
5 end of their useful life, it doesn't pay to  
6 administer them anymore. They're going to make  
7 final distribution to Mr. Bernstein and his  
8 wife as the guardians of their children.  
9 They sent out standard waivers and  
10 releases for him to sign in exchange for the  
11 remaining money that was there. There was a  
12 disagreement that ensued and I have the e-mail  
13 correspondence between Eliot and Janet Craig at  
14 Oppenheimer that this is extortion and that  
15 Mr. Spallina and you have devised a plan not to  
16 give us the rest of the money. That's not the  
17 case at all. In fact, we told them to  
18 distribute the rest of the money, there's been  
19 \$12,000 in bills submitted to them that they  
20 are either paying today or on Monday, and the  
21 \$14,000 or some-odd dollars that would be left  
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22 are in securities that they have to liquidate,  
23 supposedly they would have good funds today,  
24 but there was some threats of litigation and so  
25 they said that it might be prudent to hold onto  
00045

1 this. There's also some expenses outstanding  
2 on accounting fees and tax preparation fees.



3 THE COURT: Let me ask you this, what's  
4 the other part of the estate planning that  
5 Shirley or Simon had, another trust?  
6 MR. SPALLINA: Both of their estates say  
7 that at the death of the second of us to die,  
8 pursuant to Si's exercise over his wife's  
9 assets, that all of those assets would go down  
10 to ten grandchildren's trust created under  
11 their dockets.  
12 Mr. Bernstein was on a call while his  
13 father was alive with his other four siblings  
14 where he had called me and said, Robert, I  
15 think we need to do a phone call with my  
16 children to explain to them that I'm going to  
17 give this to the ten grandchildren.  
18 THE COURT: And that happened?  
19 MR. SPALLINA: And that happened.  
20 THE COURT: So right now the status,  
21 there's a trust that deals with that, or more  
22 than one trust.  
23 MR. SPALLINA: There's both Si's estates  
24 and Shirley's estates basically say after and  
25 again there is some litigation.  
00046  
1 THE COURT: And that's different than this  
2 \$14,000 --  
3 MR. SPALLINA: Yeah, those are three  
4 trusts that were just designed to hold.

254. That all this complex estate planning to protect ELIOT, CANDICE and their children, done in light of their special circumstances involving Car Bombings and all that jazz and somehow now being undone with fraudulent documents and forgery and more and enabled by this Court's approving such fraudulent documentation and enabling further, admitted criminals to run the estate and continue to mismanage manage the trusts and lives of ELIOT and his family, using knowingly fraudulent fiduciary titles gained through the frauds on the estates of SIMON and SHIRLEY.
255. That SIMON and SHIRLEY set this protection of ELIOT and his family up bullet proof together and trusted TSPA, TESCHER and SPALLINA to carry through on protecting their last wishes, not creating fraud in the estates and robbing and looting it with the wrong

beneficiaries and causing discontinuation in funding for ELIOT and his family to occur, taking elaborate estate planning and other legal steps to insure all of this and paid an enormous fee for these services. The only way apparently to unwind it is through Fraud and Fraud on the Court and more by estate counsel and others.

256. That therefore it becomes the obligation of this Court to uphold those last legally documented Wills and Trusts of SIMON and SHIRLEY in 2008 and make sure the beneficiaries are protected from fraud and fraud on the court is punished and the guilty tried and more, especially where this Court and Hon. Judge French's Court are being used to facilitate the crimes as hosts, as Your Honor noted in the hearing that they had committed fraud upon Your Court in passing off a dead man as alive and more. That this Court has had knowledge of these documents and allegations since ELIOT first shouted FIRE and called for an EMERGENCY HEARING in May 2013 when it was discovered that SIMON was signing and notarizing documents dead and this Court refused to hear the EMERGENCY and allowed hosts of crimes to be committed from that time until admission of the crimes in Your Court to Your Honor and now beyond to this date.

257. That emergency then is now even a greater EMERGENCY, as the funds to feed and provide income and expenses for ELIOT, CANDICE and the kids that were set aside and carefully planned and documented for and these funds are now in Your Honor's custody and are being interfered with through FRAUD and FELONY crimes. Thus, Your Honor should reconsider the determination of the EMERGENCY and set the record straight and make sure that the proper beneficiaries are instantly identified and ELIOT be paid immediately the reliefs requested in Petition 7 and all those who are alleged and admitted thus far to be involved in the FRAUD ON THE COURT and FRAUD ON THE

BENEFICIARIES and more be removed IMMEDIATELY from any fiduciary or professional roles. These are crimes that are far beyond a breach of fiduciary duties and trust and in fact are felony criminal acts and cause for serious EMERGENCY action by this Court to prevent further imminent harm to those beneficiaries, including THREE MINOR CHILDREN in the Court's custodial care.

258. 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 and move the Court in further pleadings when they now have been implicated in admitted and acknowledged felony acts and have MASSIVE conflicts now with beneficiaries of the estate. It seems surreal that TSPA, TESCHER, SPALLINA and MORAN have admitted to involvement in criminal acts and yet TSPA, TESCHER and SPALLINA are allowed to continue as Officers of Your Court and have no problem LYING to this Court repeatedly and making mockery of Your Honor by continuing the frauds. How can Your Honor let them manage the estate and ELIOT and his family trusts and continue to attempt to halt funding to ELIOT and CANDICE and the minor beneficiaries for life sustaining resources, unless ELIOT participates in FRAUD with them and Aids and Abets the thwarting of his parents last wishes to the wishes of his siblings and TSPA, TESCHER and SPALLINA.

259. That these are the same people, TSPA, TESCHER, SPALLINA and TED who are left in charge of ELIOT'S family finances and paying the bills and who have already threatened to turn them off these life sustaining resources and evict ELIOT and his family to the street if they retained attorneys to review their schemes and frauds and if ELIOT did not participate in fraudulent activities and convert monies from the true and proper beneficiaries. This err by the Court of leaving them in charge of the estates and ELIOT'S

family welfare, despite knowledge of their criminal acts, now puts ELIOT'S family in a desperate situation at the hands of those who he is trying to put in jail, with now bills no longer being paid and SPALLINA refusing to replenish and replace school funds he directed to be depleted in another scheme as described in Petition 7 and then putting TED in charge of Bernstein Family Realty LLC, a company owned solely by ELIOT'S children's trusts and set up by SIMON and SHIRLEY as part of their estate plans and allow them to extort ELIOT further to either participate in fraud or else suffer catastrophic harms financially to his family with the flick of a switch.

260. That at the hearing Your Honor asked what bills were not paid, well the attached **EXHIBIT 5, September 27, 2013 Letter from Janet Craig**, is self-explanatory and the issue is not as Your Honor mistook at the hearing of if ELIOT can get another job to pay for these bills overnight and keep his children fed, clothed and school but instead, where is the money that was to go to these bills from trusts established in the estate plans of SIMON and SHIRLEY to pay for these costs and why are they not getting paid by the parties acting as Trustees and estate counsel and why are the funds going to the wrong parties through a series of fraudulent and forged documents and other frauds upon the Court and true and proper beneficiaries.

261. That the Emergency Hearing was also predicated on what ELIOT alleges amounted to extortion type tactics by TSPA, TESCHER and SPALLINA and TED to also foreclose on ELIOT and throw he and his family on the street, while starving them out of their inheritance and stealing off with it and shut down his children's income sources, if he did not go along with the gang in thwarting SIMON and SHIRLEY'S desires.

262. That now with fear that ELIOT may prevail, that the Court has reason to read them their Miranda Warnings already and their crimes are unraveling, for which they may serve prison time for and suffer certain financial ruins, this starvation and homeless threat becomes a very real and credible concern that CANDICE and ELIOT have for their children and it is evident that those left in charge by this Court are not planning on rectifying the problems they created with intent to further harm ELIOT to disable his abilities to further have them prosecuted and investigated for their crimes, which may in fact include the murder of SIMON for his money.

263. That ELIOT and ELIOT'S children counsel and others were told by SPALLINA and TED that there was an imminent foreclosure by a note holder pending that they were staving off and ELIOT either participated in the insurance fraud scheme and now the condominium fraud scheme to get monies or else this note holder would file imminent and threatened foreclose.

264. That after the hearing on September 13, 2013, ELIOT was contacted by a one, Walter "Walt" Sahn ("Sahn"), who called ELIOT to inform him that for months he was owed interest on \$100,000.00 loan on ELIOT'S children home of approximately \$3,800.00 through a deal with companies set up by SIMON and SHIRLEY. Sahn stated that he had contacted TED, TSPA and SPALLINA repeatedly to get such minimal interest payment owed from a company that ELIOT'S children own, Bernstein Family Realty LLC, that owns their home. That Sahn, as exhibited herein, even offered to let the interest accrue to a later day and pay nothing now but TED and SPALLINA refused to even respond to his written and oral requests, a common thread of their Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by alleged fiduciaries of the estate and estate

counsel . See Exhibit 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND SPALLINA.

265. That Sahn stated that he retained an attorney and they refused to even contact his Attorney at Law to arrange payment and he felt like TSPA, SPALLINA and TED were trying to get him to foreclose on the home through their continued ignoring of his requests. Sahn further stated that he was aware when he sold the home to SIMON, 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 as indicated in his letter. That Sahn in his letter states that what is going on to harm ELIOT and his family, would leave SIMON and SHIRLEY “MORTIFIED.”

266. That SIMON put a Balloon Mortgage apparently to himself of approximately \$365,000.00 to further secure the home, on top of Sahn’s \$100,000.00 carry over loan that was left over from the sale of the home by Sahn to SIMON, when SIMON bought Sahn’s long established business from him. That this made loans and mortgages against the home to Sahn and SIMON approximately \$465,000.00 and where the home was only purchased for \$360,000.00? 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 and these reasons are further defined herein and in Petition 1, Section “The Elephant in the Room.”

267. 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 and then later that Sahn was allegedly threatening foreclosure and he better hurry and sign off on all the fraud, despite the fact that SPALLINA originally told ELIOT that SIMON'S loan was to be waived by the estate, thrown in the garbage, as it was a sham note to protect the home that he could easily waive if ELIOT cooperated.

268. That SPALLINA informed YATES that there was imminent foreclosure from Sahn and SIMON as well and that she should advise ELIOT to take the money from an insurance beneficiary and trust fraud scheme to convert a policy owned on SIMON that ELIOT refused to partake in, on the advice of counsel that the insurance scheme appeared an artifice to defraud, see [Exhibit 7 - ELIOT Answer and Counter Claim to Jackson National Lawsuit www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf](#) and Petition 1.

269. That SPALLINA and TED claimed that ELIOT either sign the proposed sham trust agreement for the policy to pay off Sahn's and SIMON'S notes or else they 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 and he would make sure ELIOT and his children would be left with nothing and SIMON and Sahn would foreclose on his children's home and leave them homeless. Of course, a foreclosure by SIMON and WALT is what SPALLINA and TED claim are the wishes and desires of SIMON, SHIRLEY and Sahn and one need only read Sahn's letter exhibited herein to know that nothing could be further from the truth.

270. That almost all of the necessary documents used to attempt to effectuate changes in beneficiaries in both SIMON and SHIRLEY'S estates are defective and legally should be null and void and may be part of a much more dubious set of criminal acts.

271. That after some bantering from Your Honor 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 and is converting monies from the proper beneficiaries, interesting things were learned that could help alleviate the financial burdens being intentionally heaped upon ELIOT and his family.

**A RATIONALE SOLUTION TO THE IMMEDIATE EMERGENCY RELIEF FOR ELIOT, CANDICE AND THEIR CHILDREN UNTIL THE COURT CAN DETERMINE THE EFFECTS OF FRAUD ON THE BENEFICIARIES AND FRAUD ON THE COURT ADMITTED TO BY ESTATE COUNSEL ALREADY**

272. That it should be noted that the sale of the condominium took place behind ELIOT and his children's counsel's backs and it was learned at the hearing that distributions were made from this illegal sale and converted to trust accounts for 7 of 10 of the grandchildren, in the amount of \$80,000 per child and that ELIOT refused to partake in this ill-gotten money as it would make ELIOT and his children willingly a part of fraud, almost in essence granting a waiver of immunity to the others in exchange for participation. This conversion and coveting of money is prohibited by ELIOT'S integrity and as Your Honor learned in the hearing, ELIOT would rather see his children starve before teaching them that committing crimes to feed them would be right. Perhaps Your Honor this failure to take tainted money and participate in fraud to feed ones children is wrong in Your Court and worthy of a Guardian according to MANCERI at the hearing but ELIOT appears to also follow higher laws, those of the simple Ten Commandments, which make it wrong to covet that which is not rightfully yours and to "Honor thy Father and Mother" by honoring their last wishes and seeing them carried through legally and properly.



273. That in the hearing MANCERI even tried to claim that ELIOT'S children should have Guardians as ELIOT would not violate law for failing to commit fraud to feed his children and MANCERI would know how that goes, as he is most likely feeding his children from the fraud upon this Court, lies to this Court and the fraud upon the ultimate beneficiaries.

21 MR. MANCERI: I'm very concerned about  
22 something Mr. Bernstein just told The Court.  
23 He's the one objecting they're in conflict,  
24 he's stating from what I'm piecing together  
25 that he believes that his children are getting  
00065

1 money that the parents really was supposed to  
2 go to him personally. He's got the inherent  
3 conflict with that mindset.

4 MR. ELIOT BERNSTEIN: I'm not saying I  
5 don't.

6 THE COURT: Okay, here's the point, if  
7 you're at a point where you're asking The Court  
8 for an emergency because you can't feed  
9 children, and there's someone around the corner  
10 that's holding out a \$20 bill and says you  
11 could have it to feed your children, and you  
12 go, you know, I'm not going to take that to  
13 feed my children because I want to have a court  
14 determine that it really was mine, then I don't  
15 know that you're treating this as an emergency.  
16 Emergencies mean you figure out a way of  
17 getting the money to your children sooner than  
18 later, and they say it's happening imminently,  
19 cash that could pay bills for your children.  
20 That's what they say. If it's an emergency and  
21 your kids are starving, and you as the parent  
22 say that might be my money and not my kids', so  
23 I want to wait for two or three years and let  
24 the money stay in a bank account until I could  
25 figure it out, and not feed my children, I  
00066

1 think you need to reflect upon some of your  
2 decisions.

3 MR. MANCERI: Your Honor --  
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4 THE COURT: What?

5 MR. MANCERI: I'm not saying we're going  
6 to do this, Judge, but this sounds like this

7 may need an ad litem for these kids.  
8 THE COURT: Well, I don't know, let's not  
9 add fuel to the fire.  
10 MR. MANCERI: Because I'm troubled by what  
11 he's saying.  
12 THE COURT: All right, so --  
13 MR. ELIOT BERNSTEIN: Here's why I have  
14 not taken that money.  
15 THE COURT: Why?  
16 MR. ELIOT BERNSTEIN: Because if you told  
17 me, your Honor, that you just murdered him, and  
18 here's \$20 from his pocket to feed your kids  
19 from the crime --  
20 THE COURT: If they were starving I would  
21 take the \$20.  
22 MR. ELIOT BERNSTEIN: On that advice, I'll  
23 take the money.  
24 THE COURT: If they were starving --  
25 MR. ELIOT BERNSTEIN: On that advice --  
00067  
1 THE COURT: Your kids are starving. I'm  
2 not giving you advice.  
3 MR. ELIOT BERNSTEIN: On that advice, I  
4 will --  
5 THE COURT: The \$20 didn't murder anybody,  
6 did it? Did the \$20-bill murder someone?  
7 MR. ELIOT BERNSTEIN: It's stealing money  
8 from people.  
9 THE COURT: They're not -- this isn't  
10 stolen money. This is your parents' money.  
11 MR. ELIOT BERNSTEIN: If I take that money  
12 and put it in my kids' accounts, it's actually  
13 taking money from what we believe are the true  
14 and proper beneficiaries --

274. That however what this banter did reveal is that the monies from the alleged fraudulent sale of Condominium by TED acting as alleged “Successor Trustee” and “Personal Representative” to consummate the transaction has already been converted through distributions made through this fraudulent scheme to the alleged wrong beneficiaries and that there is money from the fraudulent sale of the condominium in the estate by TED acting in fiduciary roles he did not have. Perhaps however these monies can be accessed to please both Your Honor’s idea to take tainted money and feed the children as a good parent

and ELIOT'S idea to refuse the money and watch his children and family suffer for failing to participate in the conversion of assets of the estate to the wrong parties.

275. That the Condominium sold supposedly, as ELIOT has no transaction details and the numbers are based solely on what has been orally conveyed, for approximately USD \$1,600,000.00, a woefully low number but regardless that would amount to either,
- i. ELIOT getting one third as beneficiary if changes to the beneficiaries were never made, equaling USD \$533,333.33 or
  - ii. ELIOT'S children getting 3/10<sup>th</sup> if the beneficiaries were changed by SIMON while alive, equaling USD \$480,000.00.
276. That this Court could now order that UNTIL all criminal and civil matters, in both estates, are fully resolved both criminally and civilly and the true and proper beneficiaries of both estates and ALL trusts can be determined by Your Honor and Judge French, to determine how the money flows legally, where knowing of Fraud, Forgery and Fraud on the Court has been already admitted to and committed against this Court and ELIOT'S family by the illegal and fraudulent acts of estate counsel and TED directly, relief could be granted by Your Honor that could solve all the problems in the interim. Whereby Your Honor could order the use of the funds that ELIOT refuses to take to the wrong parties through accepting tainted monies and use them instead to replenish and replace the intentionally depleted school trust funds of ELIOT'S children 100%, approximately USD \$240,000.00 according to SPALLINA at the hearing, whereby SPALLINA claimed there was USD \$80,000.00 in each of the trusts for the children that were established pre-mortem by SIMON and SHIRLEY when SIMON died and that he directed to be used for ELIOT'S family expenses, despite their being set up for School for ELIOT'S children. That Your

Honor could then use an additional portion of the monies from the sale to maintain the agreed amounts in the Advanced Inheritance Agreement of USD \$100,000 to provide for ELIOT, CANDICE and their children's expenses and needs, as planned by SIMON and SHIRLEY and continue having them paid as they have been for years and up until a few weeks ago on August 28, 2013, until the Court can determine whose monies they really are.

277. That these funds can be ordered as EMERGENCY Interim Distributions and Family Allowances until final determinations of whose monies it is can be made but in the meantime Your Honor could instantly order the continuation of the funding of ELIOT, CANDICE and their minor children as was intended, as they should not be punished further or extorted to participate in fraud or harmed by the illegal actions of others and where it is Your Honor's job and duty to fraud, especially where there is fraud on Your Court that enables crimes against the beneficiaries and the Court is used as a host for the crimes to rectify these issues and not exacerbate them.
278. That by Your Honor ordering the funds of the illegal sale of the condominium to be used 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, ELIOT or his children and no crimes are committed by ELIOT in this way.
279. That this solution resolves both ELIOT and Your Honor's concerns that ELIOT and his family eat, the children go to school, have electricity, water, etc. and have all their

expenses covered for their lives in amounts provided under the estate plans and contracts signed with SIMON and SHIRLEY, as these were the wishes and desires of SIMON and SHIRLEY according to their last valid wishes and desires and legally binding estate plans they signed in 2008.

280. That learned at the hearing was 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, knowing that these monies are fraudulent and may be revoked according to law as they hurried to sell the condominium and convert the monies in a fire sale before their crimes were discovered.
281. That this Court should order all converted monies from the illegal sale of the condominium by TED acting as an imposter in false fiduciary titles in the estate to complete the transactions, with the aid of estate counsel, returned IMMEDIATELY to the Court until this Court can determine if the transaction was legal and if the true and proper beneficiaries are being paid.
282. That the integrity and fiduciary trust of estate counsel and ELIOT'S four siblings is now in question and this Court should demand that all those who participated in these transactions knowing that their names were forged on fraudulent documents in the estate and knowing that TED did not have Letters to transact on behalf of the estate, all be thrown out of any fiduciary capacities they hold instantly, at minimum, until this Court and law enforcement determine if they should be prosecuted for their crimes. Where it appears that Your Honor

has allowed admitted fraudsters to continue running the estate despite Your Honor's admitted knowledge that a fraud has taken place upon Your Court and the beneficiaries worthy of reading Miranda to each of them.

**MOTION TO CORRECT THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES**

283. That at the closing of the hearing Your Honor states,

10 THE COURT: If it comes to you as trustee  
11 for your children, you are -- you have a duty  
12 to only use it for the children, not yourself.  
13 Not you. You still have to work for you. Now,  
14 you don't have to work for your children,  
15 maybe. You still have to support yourself.

16 MR. ELIOT BERNSTEIN: Yeah.

17 THE COURT: The money has to get spent on  
18 your children if that's how you get it.

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19 MR. ELIOT BERNSTEIN: Right.

20 THE COURT: That's all we're talking about  
21 is money to feed your children.

22 MR. ELIOT BERNSTEIN: **You see, if the  
23 money came to me, it's also for me and my wife  
24 and feeds our children.**

25 THE COURT: **That's not what they said. It  
00070**

**1 does not go to support you and your wife.**

2 MR. ELIOT BERNSTEIN: **If the money comes  
3 to me as a beneficiary, it does. If all these  
4 nonsense documents that are forged and --**

That what "they said" cannot be trusted and relied upon by this Court or the beneficiaries and interested parties any longer as the Court and the beneficiaries have knowledge that they have participated in Fraud, Fraud on the Court and more. This Court now has further

evidence as evidenced herein, that they have further lied to Your Honor multiple times at the hearing. Yet, this exchange above at the hearing then answers Your Honor's earlier question of if the documents are forged does it change anything and here in your own statement we see that who gets the money has a major effect on how and who the money can be spent on and who is in charge of the estates. What is more important is the question of if the money be taken is being distributed according to the final wishes of SIMON and SHIRLEY, prior to all this fraud attempting to thwart their estate plans and wishes.

17 THE COURT: Mr. Bernstein, I want you to  
18 understand something. Let's say you prove what  
19 seems perhaps to be easy, that Moran notarized  
20 your signature, your father's signature, other  
21 people's signatures after you signed it, and  
22 you signed it without the notary there and they  
23 signed it afterwards. That may be a wrongdoing  
24 on her part as far as her notary republic  
25 ability, but the question is, unless someone  
00060  
1 claims and proves forgery, okay, forgery,  
2 proves forgery, the document will purport to be  
3 the document of the person who signs it, and  
4 **then the question is, will something different**  
5 **happen in Shirley's estate then what was**  
6 **originally intended? Originally intended they**  
7 **say, the other side, was for Simon to close out**  
8 **the estate.**

284. That at the Emergency Hearing on September 13, 2013, MANCERI and SPALLINA attempted to claim that ELIOT was not a beneficiary of the estate of SHIRLEY and thus was not entitled to anything but personal effects, which he has still not received a single item of and where the other four children have already ransacked and looted the homes of SIMON and SHIRLEY of personal effects, jewelry, items of sentiment and more, divvying it up wholly between themselves as fast as they could before their crimes were exposed with the aid of estate counsel.

285. That ELIOT informed the Court that contrary to MANSERI 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 and SIMON'S and if this fraud does not hold up ELIOT will remain a true and proper beneficiary.

286. 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 and cause great harm to ELIOT and CANDICE and their children.

**MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL ESTATE FRAUD AND MORE**

287. That based on the evidence already presented herein and in Petitions 1-7 that the fiduciary and professional representatives of the estate of SHIRLEY, including but not limited to, TSPA, TESCHER, SPALLINA and TED have transgressed moral turpitude and law and can no longer be trusted, therefore, ELIOT requests that this Court on its own motion take Judicial Notice of the crimes admitted to and acknowledged before Your Honor already and order all estate counsel removed and all fiduciaries removed in any capacities, except



for ELIOT and CANDICE and ALL ITEMS REMOVED FROM THE ESTATES  
RETURNED TO THIS COURT AND ACCOUNTED FOR INSTANTLY.

288. That with each day Your Honor allows estate counsel and alleged fiduciary TED to handle the estate and move this Court, it appears new crimes are being committed by those who have already admitted and acknowledged involvement in criminal acts and continue to lie and defraud this Court and fraud the true and proper beneficiaries under apparently the color of law with Your Honor's blessings and this appears a gross injustice that further punishes the victims.

289. That on September 22, 2013 ELIOT filed an Answer & Cross Claim against the following parties in the US District Court for the Northern District of Illinois Eastern Division, Case No. 13 cv 3643, TSPA, TESCHER, SPALLINA, TED, P. SIMON, D. SIMON, A. SIMON, THE SIMON LAW FIRM, IANTONI and FRIEDSTEIN and several business entities in response to ELIOT being added as a Third Party Defendant to a secreted Breach of Contract Lawsuit filed by A. SIMON (P. SIMON'S husband's law firm that operates out of P. SIMON'S offices) on behalf of TED and a "lost" "Simon Bernstein Irrevocable Insurance Trust, Dtd 6/21/95" That the filing can be found at the URL @ [www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf](http://www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf) , fully incorporated in entirety by reference herein.

290. That this a perfect example of a new crime being committed after Your Honor and Judge French's courts had evidence of wrong doing and that dead men appeared to be notarizing documents and much more in May 2013 and neither took EMERGENCY ACTION as requested. This insurance fraud starts with an initial life insurance claim filed for an insurance policy by estate counsel TSPA, TESCHER and SPALLINA.

291. That the claim was rejected by the insurance carrier who advised the applicants, TSPA, TESCHER, SPALLINA, TED and P. SIMON that to pay the death benefit to the purported beneficiary as proposed they would need a “court order” to approve their insurance trust and beneficiary scheme, whereby TED would be acting as an alleged trustee of a “lost” trust and creating a new post mortem trust with TED choosing the alleged beneficiaries he recalls were in the “lost” trust, namely TED, P. SIMON, IANTONI and FRIEDSTEIN, using his alleged fiduciary power as “trustee” gained from the “lost” trust to enforce his claim.
292. That where the scheme has TED claiming to be “trustee” of the “lost” trust and then converting the proceeds from being paid to the estate, where he and P. SIMON would be wholly excluded and their adult children would be paid if the changes to beneficiaries were to hold up, and instead have them paid to them instead, sounds like Kosher Pork.
293. That ELIOT again would not participate in what appears insurance fraud without counsel for his children and himself approving any insurance scheme that appeared an artifice to defraud and without having a “court order” to approve this madness. So instead of getting the “court order” they mislead ELIOT to believe they were getting the “court order” from this Court and instead hatched a new plan, put in place secretly behind the back of ELIOT and his children’s counsel YATES in efforts to skin the cat without the “court order” and without ELIOT and his children having any knowledge of the transaction until the monies had been converted and it was too late.
294. That TED, TSPA, TESCHER, SPALLINA, P. SIMON, IANTONI and FRIEDSTEIN and others then attempted a Federal Breach of Contract Lawsuit against the insurance company for failing to pay the life insurance benefit demanded without the requested “court order”

and in further efforts to abscond with the benefits. Where this scheme, from Jackson's Answer and Counter Complaint to the breach of contract complaint filed by P. SIMON'S husband law firm also seems to have failed, as Jackson refused the claim and countered the lawsuit, stating TED had filed the lawsuit 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 and then added ELIOT to the lawsuit and notified him of this back door dealing around the back of he and his children and their own children's backs.

295. That in all of these three attempts to convert the life insurance policy benefits to themselves from their children, their children have been unrepresented by independent counsel and are being left unrepresented by their parents acting as "trustees" and who knowingly are in direct conflict with their children to receive the benefits and further suppressing information from their children to make an informed decision and thus failing to act as honest alleged "trustees" for their children and trying to end around this Court and certain beneficiaries and dodge the requested "court order" to benefit themselves.
296. That despite being advised of their conflicts by ELIOT with their children who would receive the benefits if paid to the estate and themselves who pocket the money from their insurance trust and beneficiary fraud scheme and baseless breach of contract lawsuit, they have moved ahead three times in efforts to convert the death benefit and in all instances failed to parse the conflicts or retain separate non conflicted counsel for their children and in fact suppressed information from them and other beneficiaries to hide their actions.
297. That the SAMR Trust, if one looks at the signature pages proposed, one sees that they have the minor children's trustee/parents attempting to sign the deal for themselves personally

and then sign on behalf of their children as trustees to waive their own children's rights to the benefits. This is a severe breach of fiduciary and trust as Guardians and alleged "trustees."

298. 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 by SPALLINA that appeared to convert money from her daughter to her own pocket, while she acted as alleged "Trustee" for her daughter in the transaction, SPALLINA responded that "only if she found out or you told her" or words to that effect, again exhibiting Willful, Wanton, Reckless, and Grossly Negligent behavior and disregard of the law.

299. 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.

300. 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 and even brazen enough to lie to this Court that he was "trustee of the estate" at the hearing.

301. 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 this Court and get around the court order the life carrier demanded before paying benefit to the wrong parties and stop what appears 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**

302. 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 and why they did not come forth regarding their knowledge that their signatures were fraudulent and as stated in their Affidavits FORGED, until after the authorities contacted them and other transgressions of fiduciary roles already evidenced herein and in Petitions 1-7.
303. That as ELIOT pointed out in the hearing, each child of SIMON is now conflicted with their children directly as beneficiaries and MANCERI agreed.

6 MR. ELIOT BERNSTEIN: I think there are  
7 other beneficiaries that are also --  
8 THE COURT: They signed off.  
9 MR. ELIOT BERNSTEIN: No, just their  
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10 parents have. The children don't even know.  
11 They're not even represented.  
12 THE COURT: Well, the parents represent  
13 the child.  
14 MR. ELIOT BERNSTEIN: No, but they have  
15 conflicting interests.  
16 THE COURT: Well, you say that --  
17 MR. ELIOT BERNSTEIN: Our attorney wrote a  
18 subpoena and said it. I had to get two lawyers  
19 because my attorney couldn't represent both  
20 sides of this.  
21 MR. MANCERI: I'm very concerned about  
22 something Mr. Bernstein just told The Court.  
23 **He's the one objecting they're in conflict,**  
24 **he's stating from what I'm piecing together**  
25 **that he believes that his children are getting**  
00065  
1 **money that the parents really was supposed to**  
2 **go to him personally. He's got the inherent**  
3 **conflict with that mindset.**

4 MR. ELIOT BERNSTEIN: I'm not saying I  
5 don't.

This is true that ELIOT has a conflict with who the beneficiaries are ultimately to be, he or his children and has the same conflict in taking insurance money to himself through the SAMR Trust and Beneficiary Scheme and putting in his pocket instead of through the estate to his children, if they are determined the beneficiaries. In fact, ELIOT was the only child that retained independent counsel for his children with one law firm for them and ELIOT no longer represented and had to sign release papers to Tripp Scott to separate ELIOT and his children from being jointly represented by counsel due to the conflicts related to assets of the estates where conflicts arose, as in the insurance policy of SIMON or the Condominium sale. That despite knowing of these conflicts between themselves and their children and be fully advised that conflict existed, 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 inherent conflicts and still went ahead and acted as alleged "Trustees" for their children, while trying to walk the death benefit proceeds out the door of the insurance company to themselves and completely skip the estate and the requested "court order" in several failed schemes exhibited already herein and Petitions 1-7.

**MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT  
"ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON  
SEPTEMBER 24TH FOR ERRORS AND MORE**

304. That on September 24, 2013 this Court ruled in error that the cause before the Court was not an EMERGENCY and this partially to do with ELIOT'S inability to put forth his

arguments correctly and due to new evidence of criminal activity learned at the EMERGENCY HEARING compounding the emergencies before the Court that day.

305. That Your Honor's first error in the Order is that Your Honor allowed estate counsel to continue to plead to the Court after learning that estate counsel and their crew had tendered admittedly fraudulent and forged documents into the Court while closing the estate.
306. That it was learned at the hearing that SIMON had come to the Court while dead and closed the estate and somehow made changes in his estate that changed the beneficiaries of SHIRLEY'S estate, all using SIMON to transact this official business with the Court while he was dead.
307. That it was learned at the hearing that estate counsel, TED and MANCERI should have been read their Miranda Warnings based on the admitted acknowledgement that they had committed a Fraud upon the Court.
308. That it is evidenced herein that multiple lies were told to Your Honor in the hearing based on newly discovered information contained herein and gathered at the hearing.
309. That for these reasons, involving admission of felony fraud and fraud upon the Court that amounted to Miranda Warnings that should have been given, it appears against the policies and procedures of this Court and law to continue let them act in any professional or fiduciary capacities and should force them to retain new independent counsel for each role they are sued as Respondents in and therefore have their pleadings stricken in these matters and any Orders based upon them rescinded instantly.
310. That ELIOT failed to state clearly to the Court that part of the EMERGENCY was in fact due to newly discovered crimes being committed using documents now admitted fraudulently created and filed as part of a Fraud on this Court, including but not limited to,

real estate fraud and insurance fraud that are enabled by fraudulently gained fiduciary powers gained in the estates that Your Honor and Judge French are in charge of.

311. That therefore, to stop ongoing and potential new crimes from occurring, this Court must act as if the building is on FIRE and everyone is shouting FIRE and take immediate actions to rectify the damages already caused to their victims and call in the guards to read them their rights and take them to trail for these felony acts Your Honor has full knowledge of.
312. That therefore Your Order errs in stating that ELIOT'S motion was not an EMERGENCY and immediately declare it an EMERGENCY and rehear instantly all those claims within the motion.
313. That Your Honor at the hearing stated the EMERGENCY MOTION was only denied as an EMERGENCY and the remaining issues would be discussed at an Evidentiary Hearing and yet the Order states that Motion was denied, not as an emergency but in toto, leaving major issues of ongoing insurance fraud and more denied and the beneficiaries subjected to further possible fraud and looting of the estates.
314. That Your Honor errs when limiting the evidentiary hearing to solely SHIRLEY'S estate as obviously and without doubt the estates of SIMON and SHIRLEY are inter-related as certain as they were married for 50+ years and where the documents it was learned at the hearing in SIMON'S estate that are alleged fraudulent were used to make changes in SHIRLEY'S estate that absolutely have everything to do with the matters before this Court.
315. That all documents, records, evidence and other materials from SIMON'S estate that are relevant to SHIRLEY'S estate must be admitted and allowed by the Court to be entered as part of the proceeding to preclude bias from entering the hearing by banning the



information from SIMON that effects SHIRLEY and thus allowing possible wiggle room for the Respondents to try and keep the overall crimes occurring in both estates separate.

316. That the Court errs in attempting to further limited the hearing to alleged improprieties or defects in the form of pleadings or other documents submitted to the Court in furtherance of closing the estate of SHIRLEY, where now that there is admission of fraud and multiple allegations of five of six parties of FORGERY in estate documents in SHIRLEY'S estate, ALL documents should be subject to scrutiny and entered into the hearing in the furtherance of anything in SHIRLEY'S estate, to suppress this from the hearing in light of the admissions already of Fraud on the Court seems an error.
317. That therefore, Your Honor should demand ALL records of the estate be turned over to ELIOT and FORENSIC experts to be examined in all aspects of SHIRLEY'S estate for further possible FRAUD and FORGERY prior to any hearing so that all the evidence can be reviewed and the hearing can be properly prepared for, otherwise this suppression could also bias any planned hearing.
318. That any planned evidentiary hearing regarding the ADMITTED FRAUDULENT AND FORGED DOCUMENTS cannot have parties not legally represented or present as was with the hearing and where those representing others at the hearing cannot have been a part of the FRAUD or FRAUD ON THE COURT, which now includes MANCERIA who aided such fraud at the hearing through a series of lies to the Court with Spallina. How can estate counsel TSPA, TESCHER and SPALLINA represent themselves and the estate in an evidentiary hearings that they are the accused, will they call themselves as witnesses and then cross examine themselves with a dummy puppet? Will this Court trust their

statements in defense of themselves or their claims regarding the estate after knowing of the felony crimes already admitted to and crimes committed already upon this Court?

319. That ELIOT did not know of new crimes committed in the commissioning of the admitted fraudulent documents in the tendering of them to this Court and failing to notify the Court of the diabolical scheme to close the estate with a knowingly dead person.

320. That the Court errs in its Order in that to hold an evidentiary hearing without ELIOT having full disclosure of all documents, accountings, inventories, trusts, wills, etc. that have been suppressed in both estates against law would be to further prejudice ELIOT at the hearing by precluding evidence that is irrefutably due to him to prepare for any evidentiary hearing.

**MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT  
“AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR  
PERSONAL REPRESENTATIVES” ON SEPTEMBER 24TH FOR ERRORS AND  
MORE**

321. That ELIOT wants to first thank the Court for reopening the estate on his Motion filed.

322. That ELIOT wants to question the Court’s sanity in appointing TED, who has lied to this Court in the hearing regarding his claimed fiduciary title in the estate as “trustee for the estate,” which was learned to be false at the hearing, as Personal Representative of the newly reopened estate, due to the fact that TED appears to have been appointed in the 2008 Will of SHIRLEY as successor to SIMON.

323. That TED has been acting without the appointment now be granted to him should preclude him from being elected as this imparts already breaches of fiduciary duties through false

titles in the estate, without letters and a complete disregard for process and procedure and illustrates that neither then or now is he qualified to act in any fiduciary capacity.

324. That ELIOT however thanks the Court for proving his point in the hearing and via the order that TED was not, nor is, either the Personal Representative or Trustee of the estate of SHIRLEY in the past and now even and therefore the transactions he handled with such false titles in the past appear fraudulent. That granting TED these fiduciary roles will not solve what has already transpired but should also make TED unqualified to serve and PR or trustee for the estate or trusts of SHIRLEY.

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

- i. 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.
- ii. to release copies of all documents and records to ELIOT immediately to prepare for the upcoming Evidentiary Hearing.
- iii. 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.
- iv. 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.

- v. 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.
- vi. 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.
- vii. 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.
- viii. 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, IANTONI and FRIEDSTEIN or ELIOT, IANTONI and FRIEDSTEIN and there are major differences in the outcome for ELIOT and his children beneficiaries.
- ix. 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.

- x. Demand all insurance and bonding information and policies of TSPA, SPALLINA, TESCHER, MANCERI, BAXLEY and MORAN be turned over to ELIOT immediately and demand that they report these matters to their carriers and provide proof of such to this Court and ELIOT. ELIOT is surprised that attorneys for companies bonding or insuring the liabilities of MORAN and SPALLINA have not appeared already in these matters and how they would allow TSPA, TESCHER and SPALLINA to continue to represent parties and themselves in these matters after their admission to their involvement in Fraud, Fraud on the Court and more.
- xi. Release all Court documents and records in these matters to ELIOT that may not appear in the public docket for inspection and review prior to the scheduled Evidentiary Hearing, as it was apparent that Your Honor was looking at documents in the Court file at the hearing that ELIOT did not think he had been privy to from the public record. That any correspondences the Court finds confidential in any manner need be identified and marked as excluded due to their confidentiality.

**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

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

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Eliot I. Bernstein  
2753 NW 34<sup>th</sup> St.  
Boca Raton, FL 33434  
(561) 245-8588

## **PROOF OF SERVICE BY E-MAIL**

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

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### **Interested Parties and Trustees for Beneficiaries**

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Dated: Palm Beach County, FL

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

X \_\_\_\_\_  
Eliot I. Bernstein  
2753 NW 34<sup>th</sup> St.  
Boca Raton, FL 33434  
(561) 245-8588



**EXHIBIT 1 - SIMON FULL WAIVER**

**EXHIBIT 2 - DOCUMENTS LEGALLY DEFECTIVE IN THE ESTATES**

**EXHIBIT 3 - AFFIDAVITS AND UN-NOTARIZED WAIVERS**

**EXHIBIT 4 - LIST OF DEMANDED DOCUMENTS**

**EXHIBIT 5, SEPTEMBER 27, 2013 LETTER FROM JANET CRAIG SEE**

**EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND  
SPALLINA**

**EXHIBIT 7 - ELIOT ANSWER AND COUNTER CLAIM TO JACKSON NATIONAL  
LAWSUIT**

**[WWW.IVIEWIT.TV/20130921ANSWERJACKSONSIMONESTATEHERITAGE.PDF](http://WWW.IVIEWIT.TV/20130921ANSWERJACKSONSIMONESTATEHERITAGE.PDF)**

**EXHIBIT 8 – INCOMPLETE OPPENHEIMER TRUST PAPERS AND BERNSTEIN  
FAMILY REALTY LLC PAPERS SENT TO ELIOT**