

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT COURT ILLINOIS
EASTERN DIVISION**

**SIMON BERNSTEIN IRREVOCABLE)
INSURANCE TRUST DTD 6/21/95,)
)
Plaintiff,)
)**

v.)

Case No. 13-cv-03643

**HERITAGE UNION LIFE INSURANCE)
COMPANY,)
)
Defendant.)**

**Honorable Amy J. St. Eve
Magistrate Mary M. Rowland**

-----)
**HERITAGE UNION LIFE INSURANCE)
COMPANY,)**

Answer Amended Complaint

**Counter-Plaintiff,)
)**

v.)

**SIMON BERNSTEIN IRREVOCABLE)
INSURANCE TRUST DTD 6/21/95,)
)
Counter-Defendant,)**

**and,)
)**

**FIRST ARLINGTON NATIONAL)
BANK, as Trustee of S.B. Lexington,)
Inc. Employee Death Benefit Trust,)
UNITED BANK OF ILLINOIS, BANK)
OF AMERICA, successor in interest to)
“LaSalle National Trust, N.A.”,)
SIMON BERNSTEIN TRUST, N. A.,)
TED BERNSTEIN, individually and)
as alleged Trustee of the Simon)
Bernstein Irrevocable Insurance Trust)
Dtd. 6/21/95, and ELIOT BERNSTEIN,)**

**Third-Party Defendants.)
)**

-----)
ELIOT IVAN BERNSTEIN,)

Cross-Plaintiff,)
)
v.)
)
TED BERNSTEIN individually and)
as alleged Trustee of the Simon)
Bernstein Irrevocable Insurance Trust)
Dtd. 6/21/95)
)
Cross-Defendant)
)
and)
)
PAMELA B. SIMON, DAVID B. SIMON)
both Professionally and Personally,)
ADAM SIMON both Professionally and)
Personally, THE SIMON LAW FIRM,)
TESCHER & SPALLINA, P.A.,)
DONALD TESCHER both Professionally)
and Personally, ROBERT SPALLINA)
both Professionally and Personally,)
LISA FRIEDSTEIN, JILL IANTONI,)
S.B. LEXINGTON, INC. EMPLOYEE)
DEATH BENEFIT TRUST, S.T.P.)
ENTERPRISES, INC.,)
S.B. LEXINGTON, INC., NATIONAL)
SERVICE ASSOCIATION, INC.)
(OF FLORIDA) NATIONAL)
SERVICE ASSOCIATION, INC.)
(OF ILLINOIS) AND)
JOHN AND JANE DOE’S)
)
Third Party Defendants.)

POTENTIAL BENEFICIARIES¹:

¹ Parents act as beneficiary Trustees in the estate of Simon L. Bernstein to their children, where Simon’s estate may be the ultimate beneficiary of the policy and their children named below would be the ultimate beneficiaries of the policy proceeds. The failure of the grandchildren to be represented in these matters and listed as potential beneficiaries is due to an absolute conflict with their parents who are trying to get the benefits paid to them directly. This is gross violations of fiduciary duties and may be viewed as criminal in certain aspects as the lawsuit attempts to convert the benefits from the grandchildren to 4/5 of the children of SIMON by failing to inform their children (some minors) or have them represented in these matters. The Court should take note of this, especially

**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;**

INTERESTED PARTIES:

**DETECTIVE RYAN W. MILLER –
PALM BEACH COUNTY SHERIFF
OFFICE;
ERIN TUPPER - FLORIDA GOVERNOR
OFFICE NOTARY EDUCATION - THE
OFFICE OF THE GOVERNOR OF
FLORIDA RICK SCOTT**

ANSWER – AMENDED COMPLAINT

Eliot Ivan Bernstein (“ELIOT”) a third party defendant and his three minor children, Joshua, Jacob and Daniel Bernstein, are alleged beneficiaries of a life insurance policy Number 1009208 (“Lost or Suppressed Policy”) on the life of Simon L. Bernstein (“SIMON”), a “Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95” (“Lost or Suppressed Trust”), a “Simon

in the interests of the minor grandchildren who may lose their benefits if the proceeds of the insurance policy are converted to the knowingly wrong parties.

Bernstein Trust, N.A.” (“Lost or Suppressed Trust 2”) and the Estate and Trusts of Simon Bernstein, all parties to these matters and makes the following ANSWER – AMENDED COMPLAINT.

I, Eliot Ivan Bernstein (“ELIOT”), make the following statements and allegations to the best of my knowledge and on information and belief as a Pro Se Litigant².

ANSWER – AMENDED COMPLAINT

1. “NOW COMES Plaintiffs, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, and TED BERNSTEIN, as Trustee, (collectively referred to as “BERNSTEIN TRUST”), TED BERNSTEIN, individually, PAMELA B. SIMON, individually, JILL IANTONI, individually, and LISA FRIEDSTEIN, individually, by their attorney, Adam M. Simon, and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, (“HERITAGE”) states as follows:”

ANSWER:

Deny. That ELIOT states “where comes the trust?” when it does not legally and validly exist and no executed copies exist of this “SIMON BERNSTEIN IRREVOCABLE

² 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 which holds that all pleadings shall be construed to do substantial justice.

INSURANCE TRUST dtd 6/21/95” (“Lost or Suppressed Trust”) and no evidence of its existence was attached to the Original Complaint or Amended Complaint.

That the Amended Complaint therefore comes to this Court as a figment of one’s imagination not filed by a qualified legal entity with standing, bolstered by shoddy on the fly parole evidence to attempt to evince the imagination to believe that there is now clear and convincing proof of an actual legal trust with terms and designating who the trustees and beneficiaries are, which also seems to be determined on the fly depending on the account being told.

That to support the existence of what does not exist legally, one new witness statement is added in the Amended Complaint from defendant David B. Simon, Esq. (“D. SIMON”) who puts forth that some twenty years ago he saw this ALLEGED trust and that it was signed, no other affirmation regarding the language, beneficiaries, trustees or anything else is put forth by him and where defendant D. SIMON has a financial interest in the outcome and this offers no proof of an actual legal binding trust today.

That most importantly, the Amended Complaint attempts to establish that this ALLEGED Lost or Suppressed Trust is an ALLEGED Contingent Beneficiary of a Lost or Suppressed Life Insurance Policy and that this NONEXISTENT trust with imaginary trustees has legal standing to sue.

That ELIOT states that the alleged Primary Beneficiary still exists, despite the allegation that it does not in the Amended Complaint and this renders moot the Contingent Beneficiary claims, until the Primary Beneficiary is resolved, as further defined herein.

That according to HERITAGE the Contingent Beneficiary of the Lost or Suppressed Policy is the “SIMON BERNSTEIN TRUST, N.A.” aka Lost or Suppressed Trust 2 and not the Lost or Suppressed Trust that has sued alleging to be the Contingent Beneficiary.

That where forth comes “Ted Bernstein” whose legal name is believed to be Theodore Stuart Bernstein (“THEODORE”) and despite it being a minor technicality in the pleading it remains another misrepresentation of the Amended Complaint and the Original Complaint, which make them both legally fail as pleadings and would have to be corrected and refiled if this farce upon this Court is allowed to continue further.

That as for the claim in the Amended Complaint that THEODORE is factually “Trustee” of the Lost or Suppressed Trust, in addition to the fact that NOTHING in the Lost or Suppressed Trust can be proven, as there is no executed legal and binding trust contract put forth evidencing their claims and only hokey parole evidence that has recently been manufactured for this Lawsuit that may indicate further Fraud is offered as “proof.”

That there is now also contradictory evidence of THEODORE’S claim to Trusteeship provided to the Court, in that defendant Robert Spallina, Esq. (“SPALLINA”)³ stated he was “Trustee” for the Lost or Suppressed Trust when filing an alleged fraudulent insurance claim with HERITAGE that this Lawsuit is predicated upon, only weeks earlier.

That further information confirming the fallacy of this claim by Adam Simon, Esq. (“A. SIMON”) A. SIMON and THEODORE that THEODORE is “Trustee” of the Lost or

³ That this Court should note that counsel in the Probate Court of Simon L. Bernstein, the insured of the policy in question in this matter, Mark R. Manceri, Esq., representing both Robert Spallina, Esq. and Donald Tescher, Esq. as Co-Personal Representatives / Executors of the Estate Simon, has submitted a motion to withdraw as counsel to his clients on January 10, 2014. See, EXHIBIT 1

That this Court should note that Donald Tescher tendered his resignation to represent any parties of the Bernstein family and is withdrawing as counsel in all capacities and withdrawing as Co-Personal Representative / Executor / Trustee of the Estates of SIMON. See EXHIBIT 2.

Suppressed Trust, as falsely stated as fact in both the Original Complaint and the Amended Complaint, comes from a Jackson National Life Insurance Company (“JACKSON”) request to Affirm or Deny, whereby virtually every Affirmation/Denial is answered with the following statement,

“ANSWER: JACKSON OBJECTS TO THE REQUESTS BECAUSE AN EXECUTED COPY OF THE TRUST HAS NOT BEEN PRODUCED, AND THUS TO THE EXTENT ANY FINDING IS SUBSEQUENTLY MADE THAT THE TRUST WAS NOT ESTABLISHED AND/OR IS NOT VALID, IT WILL NOT HAVE BEEN A PROPER PARTY PLAINTIFF TO THIS SUIT, INCLUDING PROPOUNDING THESE REQUESTS. REGARDLESS, EVEN IF THE TRUST IS ESTABLISHED, TED BERNSTEIN, UPON INFORMATION AND BELIEF, IS NOT THE PROPER TRUSTEE OF THE TRUST, AND THEREFORE HE DOES NOT HAVE STANDING TO PURSUE THIS MATTER ON BEHALF OF THE TRUST, INCLUDING PROPOUNDING THESE REQUESTS.” [EMPHASIS ADDED]

That finally, this Breach of Contract Lawsuit will be evidenced herein to be based upon a FRAUDULENT INSURANCE CLAIM signed illegally by the Attorney at Law, SPALLINA, who filed the claim. Therefore, this Breach of Contract Lawsuit is alleged to be based upon the denial of a FRAUDULENT INSURANCE CLAIM that was DENIED by the insurance carrier for good and just cause.

That the denial of a Fraudulent Insurance Claim cannot be grounds to sue upon for a Breach of Contract, in essence their argument states the insurance carrier should pay for a breach of contract for failing to pay an insurance claim that is based upon Fraud and failure to provide evidence of beneficial interests and was therefore denied.

2. “1. At all relevant times, the BERNSTEIN TRUST was a common law irrevocable life insurance trust established in Chicago, Illinois, by the settlor, Simon L. Bernstein, (“Simon Bernstein” or “insured”) and was formed pursuant to the laws of the state of Illinois.”

ANSWER:

Deny. That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

3. “2. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon Bernstein, and issued by Capitol Bankers Life Insurance Company as policy number 1009208 (the “Policy”).”

ANSWER:

Deny. That no evidence of the “Capitol Bankers Life Insurance Company as policy number 1009208” the Lost or Suppressed Policy exists at this time.

That similar to the Lost or Suppressed Trust the Lost or Suppressed Policy is lost or missing and has not been produced for this Lawsuit by any party and so nothing can be stated about the policy other than it is lost and NONEXISTENT at this time.

That all parties responsible for maintaining a true and legally binding life insurance contract or copy of the contract regarding the Lost or Suppressed Policy, including the insurance carriers or reinsurers involved thus far, HERITAGE, JACKSON, Reassure America Life Insurance Company (“RALIC”), Annuity & Life Reassurance America, Inc. (“ALRA”) and Cologne Life Reinsurance Company (“CLRC”) have failed to produce an actual signed legally binding executed copy of the Lost or Suppressed Policy on SIMON’S life at this point from the production submitted by JACKSON and Plaintiffs.

That the Plaintiffs have claimed that the legally binding executed insurance policy of SIMON is lost and was not in their possession or the estate possessions of SIMON and have put forth no signed and executed copy of the Lost or Suppressed Policy at this point.

That ELIOT states that the Lost or Suppressed Trust and Lost or Suppressed Policy are being DENIED and SUPPRESSED by Plaintiffs and others, to create a situation to deny the True and Proper Beneficiaries of the Lost or Suppressed Policy their benefits through a series of fraudulent activities described and evidenced further herein, in efforts to convert the proceeds to Plaintiffs, some of who were disinherited from the Estate of SIMON.

That certain members of the Plaintiffs and their legal counsel were also involved in the maintenance, sale and administration of both the Lost or Suppressed Trust and the Lost or Suppressed Policy issued to SIMON at various times over the lifetime of the contract.

That ELIOT states that this Amended Complaint suffers not only from a Lost or Suppressed Trust but also a Lost or Suppressed Policy, therefore the contract that this Lawsuit and Amended Complaint are based upon are not present, along with the suing party, the Lost or Suppressed Trust. This equates to a nonexistent litigant, the Lost or Suppressed Trust, acting through an imaginary trustee and suing a life insurance company for breaching a contract that does not exist and where both parties claim such life insurance contract and life insurance trust do not exist at this time.

4. "3. Simon Bernstein's spouse, Shirley Bernstein, was named as the initial Trustee of the BERNSTEIN TRUST. Shirley Bernstein passed away on December 8, 2010, predeceasing Simon Bernstein."

ANSWER:

Deny. That the “BERNSTEIN TRUST” aka the Lost or Suppressed Trust does not legally exist and therefore the “initial Trustee” does not legally exist and is an unknown and therefore this is not a statement of legal fact, simply imagination predicated on desire.

Affirm. That Shirley Bernstein (“SHIRLEY”) did pass away of December 08, 2010, predeceasing SIMON.

5. “4. The successor trustee, as set forth in the BERNSTEIN TRUST agreement is Ted Bernstein.”

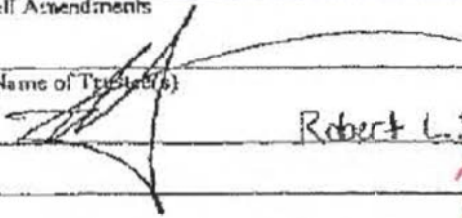
ANSWER:



Deny. That since no legally binding Lost or Suppressed trust exists to show who the “Trustee” was, who the Successor Trustee is would also be an unknown and again this claim is not a factual statement but conjecture of what a nonexistent Lost or Suppressed Trust is claimed to have said.

That THEODORE was disinherited, along with his sister Pamela Simon (“P. SIMON”), from the Estates and Trusts of SIMON and SHIRLEY, which in the instance of a lost beneficiary at the time of death of the insured according to law the death benefits would be paid to the Insured’s Estate.

That further confounding the baseless claim that THEODORE is the “Trustee” is the fact that Robert L. Spallina, Esq. (“SPALLINA”) of Tescher & Spallina, P.A. acted knowingly as “Trustee/Successor Trustee” of the Lost or Suppressed Trust when signing with HERITAGE on November 01, 2012 an alleged fraudulent insurance claim form and signing the claim as the “Trustee” of the Lost or Suppressed Trust. See EXHIBIT 3 – SPALLINA INSURANCE CLAIM SIGNED AS TRUSTEE OF THE LOST OR SUPPRESSED TRUST aka “SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95.”

That the signature page of the Insurance Claim form that this Lawsuit is based upon shows the following,

Name of Trust Simon Bernstein Irrevocable Insurance Trust		Date of Trust Agreement 06/01/1995
Date of all Amendments		Trust Tax ID Number 65-6178916
Printed Name of Trustee(s)	Signature(s)	
a. 	Robert L. Spallina	
b.		
c.		
d.		

Spallina signs as trustee = FRAUD

That HERITAGE **DENIED** THE CLAIM on or about January 08, 2013 after SPALLINA sent in additional information to support his fraudulent claim and RALIC executive, Jim McDonald (“MCDONALD”), ALHC, LTCP, Vice President, Claims Oversight denied the claim.

That MCDONALD advised SPALLINA he would need a Probate court order to confirm their beneficiary and trustee scheme proposed, after SPALLINA failed to prove beneficial interests, trusteeship and show clear and convincing evidence of the Lost or Suppressed Trust and the terms thereunder necessary for HERITAGE to legally pay a claim.

That this Court should similarly deny the claims being made by Plaintiffs to the proceeds, for if sufficient evidence was not tendered to HERITAGE to pay to the Lost or Suppressed

Trust and Lost or Suppressed Policy scheme at the time the claim was made, neither should this Court.

That now before this Court, Plaintiffs are attempting through this Amended Complaint and prior pleadings, to build a case for the Lost or Suppressed Trust's existence, through new evidence that was not provided prior to the breach of contract suit to any parties involved in paying the claim. That when making the claim, SPALLINA failed to provide HERITAGE with the newly manufactured evidence put forth in this Lawsuit recently, denying HERITAGE of this alleged parole evidence while making their determination that led to a denial of the claim.

That this Court should act upon its own motion to Join the insurer RALIC as an indispensable party to the action, as they appear materially involved, acting as the reinsurer of the claim and the party who denied the claim, thus sparking this Breach of Contract Lawsuit.

That this Lawsuit was instigated on April 5, 2013 in the Cook County Circuit Court after the claim was DENIED by RALIC, as requests for additional items to prove proof of beneficial interests and more were made by HERITAGE to the claimant SPALLINA, who was acting as alleged Trustee of the Lost or Suppressed Trust and who failed to provide adequate proof of the claim or provide a requested Probate court order approving the beneficiary scheme they proposed to HERITAGE.

That RALIC requested that a Probate court order from Simon's Estate case judge, the Honorable David E. French, favoring their claims that their POST MORTEM TRUST SCHEME SPALLINA was proposing to replace the Lost or Suppressed Trust was legal. Yet, this Probate court order was never sought from Judge French by Plaintiffs to satisfy

HERITAGE'S request, as no legal valid beneficiary was established to pay the claim by SPALLINA.

That instead of the Probate court order requested, this Breach of Contract lawsuit was filed instead by THEODORE, who suddenly begins acting as "Trustee" of the Lost or Suppressed Trust, despite the fact that SPALLINA had claimed to be the "Trustee" of the Lost or Suppressed Trust only weeks earlier when filing the alleged fraudulent insurance claim that caused the DENIAL of the claim that this Breach of Contract suit is then based upon.

That if THEODORE were the "Successor Trustee" in fact, as ALLEGED in the Amended Complaint, why did he not file the insurance claim acting as Trustee, instead of having his close personal friend and business associates SPALLINA file a fraudulent insurance claim as "Trustee" instead?

That when filing this Lawsuit, THEODORE acting in his new alleged fiduciary capacity as the brand new "Trustee" of the Lost or Suppressed Trust, once he had knowledge of the Fraud that SPALLINA had committed when attempting to secure the death benefit from HERITAGE acting illegally as Trustee did absolutely nothing legally required of a Trustee with fiduciary responsibility when evidence of insurance fraud is found like reporting it to the proper authorities and this Court when filing his breach of contract Lawsuit.

That instead, THEODORE further Conspired with and Aided and Abetted SPALLINA et al. by filing this fraudulent Breach of Contract Lawsuit based on SPALLINA'S denied claim, by creating a new scheme to convert the proceeds to improper parties without proving beneficial interests first and facilitating this new fraud by misusing a court to enable the conversion.

That once this Lawsuit was filed, it is apparent that SPALLINA is attempted to be removed from the scene before anyone caught on that he was not and could not be the Trustee of the Lost or Suppressed Trust and therefore the insurance claim was fraudulent.

That when filing this Lawsuit, A. SIMON and THEODORE failed to notify this Court and further concealed from this Court, ELIOT and the Authorities, the fact that SPALLINA had acted in a falsified fiduciary capacity as “Trustee” to the Lost or Suppressed Trust in efforts to fraudulently convert and comingle the death benefits to his law firm Trust account, as he gave HERITAGE his law firm trust account and numbers for deposit to him as the Trustee of the Lost or Suppressed Trust.

That now in this Lawsuit they attempt to convert and comingle the death benefits through this Court, facilitated by a Fraud on this Court through a baseless Breach of Contract Lawsuit after the insurance fraud scheme failed to have the benefits paid to the improper parties and attempting to evade the need to prove beneficial interests to the insurer and hoping to fool this Court instead into believing that the Lost or Suppressed Trust has standing and is a qualified legal beneficiary of the Lost or Suppressed Policy.

That if A. SIMON believes that his client THEODORE is the “Trustee” as he represents to this Court when filing this Lawsuit, then he had legal obligations under Attorney Conduct Codes and State and Federal Law to notify this Court, the State Bar and the State and Federal Authorities of SPALLINA’S fraudulent insurance claim, acting fraudulently as alleged “Trustee” of his client the Lost and Suppressed Trust, when he believes the “Trustee” to be his client THEODORE.

That this reporting of SPALLINA by A. SIMON and THEODORE is legally and ethically mandated, especially for A. SIMON acting as an Officer of this Court, as they knew

this information when filing this Lawsuit and chose to instead conceal it and further try to cover it up through the Amended Complaint with knowingly false and misleading statements.

That when an Attorney at Law or Judge knows of alleged criminal acts of another Attorney at Law they must report the alleged or suspected criminal and/or ethical violations to all the proper criminal / ethical authorities.

That A. SIMON and THEODORE instead try to cover up SPALLINA'S tracks and the fraudulent insurance claim he filed acting as "Trustee" by now claiming in this Amended Complaint that SPALLINA filed the claim acting as "counsel" to the Lost or Suppressed Trust, a brand new assertion added to the Amended Complaint that is materially and factually false and misleading information presented to this Court as part of a continuing and ongoing Fraud on this Court, the True and Proper Beneficiaries and the insurance carriers.

That there are also now NEW UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED copies of the Lost or Suppressed Trust that **recently** were put forth by A. SIMON, after over a year after SIMON'S death and after the insurance claim was DENIED, as if they fell from the sky mysteriously, right after Your Honor in a September 25, 2013 hearing demanded that A. SIMON put something forth to prove the existence of the Lost or Suppressed Trust. That this newly manufactured alleged parole evidence is far from legally binding or even admissible.

That this new alleged parole evidence was submitted in the Lost or Suppressed Trust's Production under Rule 26 in this Lawsuit.

That at no time prior to the Rule 26 disclosure did these documents exist in the records and in fact it was claimed that no copies existed of this Lost or Suppressed Trust both when

SPALLINA filed his fraudulent insurance claim with HERITAGE and when this Lawsuit was filed.

That these UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED drafts of a Lost or Suppressed Trust cannot be proven to show clear and convincing evidence that they are copies of an executed trust agreement and therefore should NOT be referred to as the “BERNSTEIN TRUST” before this Court, as again these are not legally binding copies of an executed trust and thus cannot be used as evidence proving its existence as a qualified legal entity with standing.

That for future reference, instead of identifying these legally void documents as evidence of the Lost or Suppressed Trust and confused as such legal trust entity in motions or hearings as having any legal relevance, this Court should mandate that they only be referred to as what they are, UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS of a Lost or Suppressed Trust that is NONEXISTENT. That by referring to the “BERNSTEIN TRUST” as such to this Court, instead of defining it more apropos, as the “LEGALLY DEVOID OF STANDING, LEGALLY NON-EXISTENT ‘BERNSTEIN TRUST’ BASED UPON UNSIGNED, UNEXECUTED, UNDATED, UN-AUTHORED ALLEGED DRAFTS” prejudices ELIOT and others, as it appears to give these worthless unexecuted, undated and un-authored alleged drafts of a NONEXISTENT “BERNSTEIN TRUST” standing before the Court.

That these UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED drafts of a Lost or Suppressed Trust were created on an unknown date, at an unknown place by an unknown author and prove no existence of the Lost or Suppressed Trust and what legal language it contained.

That from a hearing before Your Honor on January 13, 2014, it was learned from JACKSON that the only successor trustee designation possible of the UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED drafts of the Lost or Suppressed Trust was a corporate trustee and THEODORE did not qualify in that capacity to be Trustee. That is if this Court gives the language of the LEGALLY DEVOID OF STANDING, LEGALLY NON-EXISTENT 'BERNSTEIN TRUST' BASED UPON UNSIGNED, UNEXECUTED, UNDATED, UN-AUTHORED ALLEGED DRAFTS of the Lost or Suppressed Trust any legal value at all.

6. "5. The beneficiaries of the BERNSTEIN TRUST as named in the BERNSTEIN TRUST Agreement are the children of Simon Bernstein."

ANSWER:

Deny. That since no legally valid or executed copy of the "SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95" aka Lost or Suppressed Trust aka the LEGALLY DEVOID OF STANDING, LEGALLY NON-EXISTENT 'BERNSTEIN TRUST' BASED UPON UNSIGNED, UNEXECUTED, UNDATED, UN-AUTHORED ALLEGED DRAFTS exists, this claim is not a factual statement but instead based on nothing legally binding, just more conjecture steeped in imagination, yet claimed as fact to this Court by A. SIMON.

That ELIOT quotes SPALLINA in an email sent to ELIOT stating,

From: Robert Spallina <rspallina@tescherspallina.com>
Sent: Tuesday, October 23, 2012 2:34 PM
To: Jill Iantoni; Eliot Bernstein; Ted Bernstein; Ted Bernstein; Pamela Simon; Lisa Friedstein
Subject: RE: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

As discussed, I need the EIN application and will process the claim. Your father was the owner of the policy and we will need to prepare releases given the fact that we do not have the trust instrument and are making an educated guess that the beneficiaries are the five of you as a result of your mother predeceasing Si. Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument. [emphasis added] A call regarding this is not necessary. We have things under control and will get the claim processed expeditiously after we receive the form.

Thank you for your help.
Robert L. Spallina, Esq.

That if the beneficiaries of the Lost or Suppressed Trust are at best an “educated guess” so would it be an “educated guess” as to whom the trustees would be. Yet, A. SIMON appears in his Amended Complaint to try and make this “educated guess” a statement of fact to Your Honor, despite knowing it is only a best guess as no legally valid trust document exists to prove the claim.

That A. SIMON does not qualify his claim to this Court of who the beneficiaries in the Amended Complaint are as an “educated guess” to Your Honor but instead states it as fact here to mislead this Court to believe there is such a legal entity and these misstatements in both the Original Complaint and this Amended Complaint attempt to further prejudice the Lawsuit with misstatements of fact.

7. “6. Simon Bernstein passed away on September 13, 2012, and is survived by five adult children whose names are Ted Bernstein, Pamela Simon, Eliot Bernstein, Jill Iantoni, and Lisa Friedstein. By this amendment, Ted Bernstein, Pamela Simon, Jill Iantoni and Lisa Friedstein are being added as co-Plaintiffs in their individual capacities.”

ANSWER:

Deny in part, Affirm in part. That ELIOT affirms in part that Simon Bernstein died on September 13, 2012.

That ELIOT denies that “Ted Bernstein” is legal name of a child of SIMON as already stated herein.

8. “7. Four out five of the adult children of Simon Bernstein, whom hold eighty percent of the beneficial interest of the BERNSTEIN TRUST have consented to having Ted Bernstein, as Trustee of the BERNSTEIN TRUST, prosecute the claims of the BERNSTEIN TRUST as to the Policy proceeds at issue.”

ANSWER:

Deny. That ELIOT states that if the beneficiaries of the Lost or Suppressed Trust are a best guess than what percentages these alleged beneficiaries would possess of the NONEXISTENT entity are also based on a best guess and if the entity is found not to legally exist, their percentages drop to 0% of a legal entity with standing to make any claims to this Court.

That in a letter from THEODORE he states the following,

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, January 18, 2013 6:04 PM
To: 'Jill Iantoni'; Lisa Friedstein (lisa.friedstein@gmail.com); Eliot Bernstein (iviewit@gmail.com); 'Pam Simon'
Subject: UPDATE > HERITAGE INSURANCE POLICY

Hello > I hope everyone is well.

Heritage Life Insurance company has made a decision concerning dad's life insurance policy. They will **require a court order [emphasis added]** to pay the proceeds, based on the large face amount of the policy (\$1.7MM) [actually nothing to do with the face amount but on the deficient claim submitted by SPALLINA failing to prove beneficial interests]. They have sent a letter to Robert Spallina. The letter was sent by a senior attorney within the company. It is short and to the point.

From here, this should be simple and straightforward. Assuming that we (5 children) agree to create an agreement, we will need to hire a Palm Beach

attorney to draft the agreement that will be submitted to the judge. It is my understanding that the agreement can be drafted to reflect our agreement to split the proceeds among the 5 of us or in such a way that would enable one or more of us to effectively refuse our individual share in favor of our children. I am not sure, but I believe that disclaiming our share in favor of our children will put that share at risk of creditors of dad's estate. Seems to me that we should do whatever we can to keep the proceeds out of the reach of potential creditors.

As the successor trustee of the trust that cannot be found, I will be happy to act as trustee of a trust that would receive the proceeds under the new agreement, created by us. Once the court order is issued, the insurance company should pay quickly and I will distribute the proceeds immediately.

Please let me know that you will agree to be a party to the agreement between us (and possibly the grandchildren who will need to acknowledge and agree to the language). If you could do that in the next day or so, we can then decide the most cost effective way to get the agreement created and submitted. It makes no sense at this point to leave the proceeds at the insurance company.

Call me with any questions or maybe we should establish a call between the 5 of us.

Take care...
Ted

That from the above email one can see that THEODORE has not followed any of the statements in the letter regarding doing a new one of a kind POST MORTEM trust to replace the Lost or Suppressed Trust to then have the Lost or Suppressed Policy death benefit proceeds paid into the new trust and distributed by THEODORE after a Probate court order approving the scheme.

That in this Lawsuit, the new Breach of Contract angle to convert the benefits appears not to create a new trust to replace the Lost or Suppressed Trust and then fund the new one but now to instead, with shoddy parole evidence inserted into the record, try and now claim that the Lost or Suppressed Trust is a qualified legal entity/trust to have the proceeds paid into. Nothing similar to what they claimed they were doing to HERITAGE, ELIOT or ELIOT'S children's counsel, which was that they were creating this new trust and agreement based on their claim that trust did not exist at the time of the insured's death and the trust was

NONEXISTENT at that time as well and a Probate court order was going to be issued approving this scheme.

That ELIOT notified Plaintiffs that after review by Attorneys at Law that their scheme appeared flawed as when no beneficiary legally exists at the time of death of the insured, then the benefits are paid to the insured's estate and other problems.

That as his email claims, THEODORE was to act as Trustee to the new trust created under their proposed Settlement and Mutual Release Agreement ("SAMR") and was not to act as the Trustee of the Lost or Suppressed Trust as THEODORE now does in this Lawsuit.

That according to their story at the time of the email they stated that the trust was lost and no copies of an executed copies existed and therefore a new POST MORTEM trust had to be created where THEODORE would then act as Trustee of the NEW SAMR TRUST, not the Lost or Suppressed Trust, as no one knew who or what the Lost or Suppressed Trust said.

The premise that THEODORE was Trustee of the Lost or Suppressed Trust and therefore would be Trustee of the new SAMR Trust was based only on his belief at the time of what he thought he remembered of the trust document, since no document existed to prove his claim that he was Trustee.

That the scheme referred to in the email was further based on preparing a SAMR and a new trust and then getting the Probate court judge in SIMON'S Estate case in Palm Beach County, FL, the Honorable Judge David E. French, to approve the SAMR POST MORTEM trust and beneficiary scheme. That this process was necessary due to their initial fraudulent insurance claim with SPALLINA acting and signing as Trustee of the Lost or Suppressed Trust being DENIED by HERITAGE and then RALIC'S mandating a Probate court order approving the scheme proposed in order to pay the benefits.

That the court approval demanded was not from this Court and Your Honor but “the judge” of the Probate court in Florida, where this matter should have legally proceeded to once there was no legal beneficiary at the time of the insured’s death.

That this SAMR scheme and the court order demanded by RALIC was evaded by A. SIMON and THEODORE through this cleverly disguised Breach of Contract and THEODORE and SPALLINA never sought to comply with HERITAGE’S request for the Probate court, while simultaneously telling ELIOT and his children’s counsel that they were going to seek the Probate court order to approve their scheme, never mentioning this backdoor Breach of Contract scheme when filing it, noticeably without ELIOT included as it was filed with the blessing of only 4/5th of SIMON’S children according to the Original Complaint. How sneaky.

That this whole Probate court order process was to satisfy requests from HERITAGE and RALIC, not ELIOT, requesting proof of a legally valid and qualified beneficiary with proven beneficial interests and instead of complying with RALIC’S request, this Lawsuit was done secretly behind ELIOT and his children’s counsel backs and as learned in the January 13, 2014 hearing before Your Honor, this Lawsuit came as quite a shock to JACKSON who was also under the impression they were seeking the Probate court order approving their first scheme to convert the benefits.

That THEODORE et al. then purposely failed to do anything they claimed they were going to do in the email concerning attempting to create a new POST MORTEM SAMR trust for SIMON to replace the alleged Lost or Suppressed Trust and seeking court approval of the scheme when filing this Lawsuit and instead they skipped the requested Probate court order HERITAGE demanded and tried to hide all that information from this Court and others when

filing this fraudulent Lawsuit claiming HERITAGE was refusing to pay a valid claim, when actually HERITAGE and RALIC were under the impression as was ELIOT that they were going to provide the proof they had offered and stated they were seeking.

That the Plaintiffs now attempt to claim that HERITAGE, JACKSON and RILAC have breached their insurance contract by failing to pay them the proceeds after they have made repeated demands and yet not telling the whole truth to this Court as to why their demands were denied as legally deficient to pay a claim and that they failed to provide the requested information to prove beneficial interests and more to the carrier that are legally necessary for the carrier to pay a claim.

The Court should know that THEODORE knew the grandchildren were potential beneficiaries of the Lost or Suppressed Policy if the benefits were paid to Estate of SIMON and the SAMR was to be signed by their adult children or for the minor children their parent guardians would sign, releasing their parents of liabilities or future claims against them if it was later found their parents were not the true and proper beneficiaries.

That further THEODORE knew of the conflict this SAMR scheme created for all the children of SIMON competing for the benefits with their children and intentionally left them out of the Lawsuit as potential Plaintiffs with rights to the death benefits to deprive them of their rights to the proceeds.

That had the grandchildren been added to this Lawsuit they would have had to either waive their rights legally to the benefits or have a defense of their claims presented in this Lawsuit.

That when filing this Lawsuit, A. SIMON and THEODORE dispensed of the grandchildren as parties entirely, including even notifying them that a Lawsuit was filed on

anyone's behalf for the benefits and this was further concealed from ELIOT and his children's counsel.

That the reason to hide this suit from the True and Proper beneficiaries and interested parties in the death benefits, is that THEODORE, P. SIMON, IANTONI and FRIEDSTEIN did not want their children to know that they could have received the benefits through the Estate and then later sue them and on information and belief they conspired to secret this information from their own children, ELIOT and ELIOT'S children's counsel.

That conflicts for the insurance proceeds were created between ELIOT, THEODORE, IANTONI, P. SIMON and FRIEDSTEIN with their children due to the ALLEGED Lost or Suppressed Trust and the ensuing need they claimed for a SAMR POST MORTEM TRUST SCHEME as proposed by SPALLINA, his partner Donald R. Tescher, Esq. ("TESCHER"), P. SIMON, D. SIMON and THEODORE, which would pay SIMON'S children the proceeds instead of his grandchildren.

That this conflict forced ELIOT'S counsel at the time, Tripp Scott, to state that ELIOT could not act as a trustee for his children and waive their rights to the benefits and then convert the benefits directly to himself without running into legal and ethical problems and perhaps committing criminal acts as a fiduciary acting as Trustee for his children as alleged beneficiaries of the Estate of SIMON while converting the proceeds directly to himself instead.

That a retainer with Tripp Scott that initially was for both ELIOT and his children had to be rewritten to remove ELIOT and the children retained Tripp Scott separately and ELIOT represented himself without counsel due to these conflicts.

That again the motive for these continuous and evolving schemes is because in the Estate plans of both SIMON and SHIRLEY both THEODORE and P. SIMON would get nothing if the proceeds flowed through the Estate as is the case when no beneficiary is legally present at the time of death of the insured, as THEODORE, P. SIMON and their lineal descendants, were wholly disinherited by their parents for compensation received while alive, in the form of multimillion dollar businesses and more, whereas the other children had not received such living gifts of long established family businesses worth tens of millions of dollars.

9. “8. Eliot Bernstein, the sole non-consenting adult child of Simon Bernstein, holds the remaining twenty percent of the beneficial interest in the BERNSTEIN TRUST, and is representing his own interests and has chosen to pursue his own purported claims, pro se, in this matter.”

ANSWER:

Deny. That this statement is factually incorrect, as it again assumes there is a valid and legally binding Lost or Suppressed Trust aka “BERNSTEIN TRUST” aka LEGALLY DEVOID OF STANDING, LEGALLY NON-EXISTENT ‘BERNSTEIN TRUST’ BASED UPON UNSIGNED, UNEXECUTED, UNDATED, UN-AUTHORED ALLEGED DRAFTS that defines valid and legal beneficiaries and their interests.

That again however, the truth is that these claims are conjecture based on an “educated guess” of who the beneficiaries are, figments of the imagination and these claims are not legal facts as posited in the Amended Complaint to this Court.

That this False Statement of Fact in is intended to mislead the Court and another attempt to pepper the record with False Statements in Official Proceedings by A. SIMON and

THEODORE to establish a false fact pattern based on legally void premises that lead to legally erroneous and false conclusions.

That this statement is also factually incorrect as ELIOT did not choose to pursue his own purported claims Pro Se. ELIOT was instead forced to pursue his claims in this matter when he was notified by JACKSON that this fraudulent Lawsuit initiated behind his back was in progress when JACKSON sued ELIOT as a Third Party Defendant and forced him to respond legally.

That further, ELIOT would love to hire counsel to protect he and his children's interest but due to delays in the Estates distributions from other problems and this policy in part, ELIOT has been denied all inheritance monies for over three years in his mother's Estate and close to a year and a half in his father's Estate, which would more than adequately cover the legal expenses caused by others skullduggery, such as admitted and acknowledged FORGERY, FRAUDULENT NOTARIZATIONS, IDENTITY THEFT of a deceased person and allegations of a host of other criminal acts, he has been prevented from these critical funds for his family through a never ending stream of fraudulent acts to convert the assets of the Estates of SIMON and SHIRLEY to improper parties.

That up until the time of JACKSON'S suit naming ELIOT in this matter, ELIOT was unaware the Lawsuit was even taking place, as he was conned, misinformed and information was intentionally withheld from he and his children's counsel, who believed that the Probate court order RALIC requested to approve the SAMR POST MORTEM TRUST SCHEME was being sought to approve the fraudulent insurance claim filed by SPALLINA as Trustee that was DENIED by HERITAGE.

10. “9. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the “VEBA”) from Capitol Bankers Life Insurance Company (“CBLIC”) and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

11. “10. At the time of the purchase of the Policy, S.B. Lexington, Inc., was an Illinois corporation owned, in whole or part, and controlled by Simon Bernstein.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

12. “11. At the time of purchase of the Policy, S.B. Lexington, Inc. was an insurance brokerage licensed in the state of Illinois, and Simon Bernstein was both a principal and an employee of S.B. Lexington, Inc.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

13. “12. At the time of issuance and delivery of the Policy, CBLIC was an insurance company licensed and doing business in the State of Illinois.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

14. “13. HERITAGE subsequently assumed the Policy from CBLIC and thus became the successor to CBLIC as “Insurer” under the Policy and remained the insurer including at the time of Simon Bernstein’s death.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

15. “14. In 1995, the VEBA, by and through LaSalle National Trust, N.A., as Trustee of the VEBA, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee, as primary beneficiary of the Policy, and the BERNSTEIN TRUST as the contingent beneficiary.”

ANSWER:

Deny. That ELIOT states that no “primary beneficiary” or “contingent beneficiary” of the Lost or Suppressed Policy can be factually ascertained as the Lost or Suppressed Policy does not factually exist to fact check this statement and this statement again appears an attempt to mislead the Court that policy actually exists and the terms are somehow known.

That despite what is alleged in 1995 as the Contingent Beneficiary, at this time, according to JACKSON’S production documents, the Contingent Beneficiary is the “SIMON BERNSTEIN TRUST, N.A.” the Lost or Suppressed Trust 2 and not BERNSTEIN TRUST aka the Lost or Suppressed Trust aka the LEGALLY DEVOID OF STANDING, LEGALLY NON-EXISTENT ‘BERNSTEIN TRUST’ BASED UPON UNSIGNED, UNEXECUTED, UNDATED, UN-AUTHORED ALLEGED DRAFTS.

That the parole evidence submitted in the form of the 1995 Beneficiary change form produced is questioned at this time as to its authenticity. The alleged beneficiary change

form is not attached to the Lost or Suppressed Policy as required, as the Policy is lost and again verification that the Beneficiary change was made is impossible at this time.

16. “15. On or about August 26, 1995, Simon Bernstein, in his capacity as member or auxiliary member of the VEBA, signed a VEBA Plan and Trust Beneficiary Designation form designating the BERNSTEIN TRUST as the “person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and the Adoption Form adopted by the Employer”.”

ANSWER:

Deny. That ELIOT states that if the VEBA controlled the beneficiary designation of the participants as with qualified plans, than the participants would not have an individual member’s beneficiary listed as a Contingent Beneficiary on the Policy, when the primary and contingent beneficiaries of the VEBA plan designated to receive the VEBA plan proceeds is an INSTITUTIONAL TRUST COMPANY who pays the VEBA plan and the death benefits for the participants and their primary and contingent beneficiaries are instead determined by the “VEBA Plan and Trust Beneficiary Designation” form designating the beneficiaries and not listed on the insurance company beneficiary form or policy.

That the parole evidence submitted in the form of the 1995 “VEBA Plan and Trust Beneficiary Designation” form produced is questioned at this time as to its authenticity and the name designated as Primary Beneficiary on it does not match the alleged Contingent Beneficiary on the Lost or Suppressed Policy as claimed by HERITAGE to be the Lost or Suppressed Trust 2 aka the SIMON BERNSTEIN TRUST, N.A., another major hurdle in their claims asserted to this Court.

17. “16. The August 26, 1995 VEBA Plan and Trust Beneficiary Designation form signed by Simon Bernstein evidenced Simon Bernstein’s intent that the beneficiary of the Policy proceeds was to be the BERNSTEIN TRUST.”

ANSWER:

Deny. That ELIOT states that this is another False and Misleading statement of fact, in that factually what is evidenced by this ALLEGED “VEBA Plan and Trust Beneficiary Designation” form is that the beneficiaries of the VEBA plan were elected and the Primary Beneficiary of the VEBA plan would have then been the alleged Suppressed or Lost Trust and would not prove anything about the beneficiaries listed on the Lost or Suppressed Policy. That the VEBA plan would not have had the Lost or Suppressed Trust as beneficiary of the Lost or Suppressed Policy as this would defeat the VEBA plan.

18. “17. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

19. “18. On or about the time of the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon Bernstein, individually.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

20. “19. From the time of Simon Bernstein’s designation of the BERNSTEIN TRUST as the intended beneficiary of the Policy proceeds on August 26, 1995, no document was submitted

by Simon Bernstein (or any other Policy owner) to the Insurer which evidenced any change in his intent that the BERNSTEIN TRUST was to receive the Policy proceeds upon his death.”

ANSWER:

Deny. That from JACKSON’S production, Bates # JCK000110, on April 23, 2010, SIMON was sent a letter by HERITAGE confirming the current Primary Beneficiary of the Policy as “LaSalle National Trust, N.A.” and “SIMON BERNSTEIN TRUST, N.A.” as the Contingent Beneficiary and no records indicate that SIMON rejected these as his Beneficiaries or corrected them with the carrier.

April 23, 2010

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09085605

Dear Simon Bernstein:

Thank you for contacting Heritage Union Life Insurance Company. Our records indicate the following beneficiary designation for the above referenced contract number:

Primary Beneficiary/Beneficiaries:	Lasalle National Trust, N.A.
Contingent Beneficiary/Beneficiaries:	Simon Bernstein Trust, N.A.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

That ELIOT states that the SIMON BERNSTEIN TRUST, N.A. aka the Lost or Suppressed Trust 2, is another trust that appears lost or suppressed in efforts to convert the proceeds to improper beneficiaries.

That after reviewing production documents from JACKSON and A. SIMON, it appears no legally binding POLICY or TRUST exists in this Lawsuit and ELIOT alleges the insurance company records may have been tampered with by P. SIMON and others, with insiders at their “friendly insurance carrier” that was willing, according to SPALLINA’S email evidenced herein, to pay the insurance claim without a legally binding valid trust agreement proving beneficial interests, expeditiously no less. As stated in SPALLINA’S email cited already herein, “Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument.”

That this Court should take notice that with no legally binding trust or policy put forth the whole Lawsuit appears based on a mirage, with no legal basis and this Court should demand, as it did in the first hearing ELIOT attended on September 25, 2013 that the Lost or Suppressed Trust and now the Lost or Suppressed Policy, both essential to the lawsuit having any basis, be produced and that they be legally valid and binding executed documents or copies of legally binding executed documents and if they cannot be produced and authenticated than a Default Judgment in favor of ELIOT should be granted instantly.

That if this Court determines, as HERITAGE did, that beneficial interests and trusteeship have NOT been established, than the proceeds, once the Lost or Suppressed Policy is found to verify the amount and type of death claim to be paid, should be returned by this Court to HERITAGE and then after determining what to do in the event of the carrier losing the insurance contract the proceeds should be turned over to the Probate court by HERITAGE to be paid to the SIMON’S Estate as is required under Florida law when a beneficiary is not present at time of death and let the Probate court then determine the beneficial interests of the Estate of SIMON and distribute the proceeds accordingly.

21. “20. At the time of his death, Simon Bernstein was the owner of the Policy, and the BERNSTEIN TRUST was the sole surviving beneficiary of the Policy.”

ANSWER:

Deny. That the sole surviving Contingent Beneficiary according to the records provided by JACKSON, is “SIMON BERNSTEIN TRUST, N.A.” and not the “BERNSTEIN TRUST” and not the “SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95” aka the Lost or Suppressed Trust and so the “BERNSTEIN TRUST” has no legal standing in any case, as it is NOT listed on the Lost or Suppressed Policy according to JACKSON as a contingent beneficiary.

That instead of stating the facts to Your Honor, A. SIMON tries to twist these non-realities as truth and pepper the record with the continuous drumbeat of False Statements that the beneficiary is a known factual legal entity entitled to the benefits and it is factually not as it is a NONEXISTENT Lost or Suppressed Trust where the true beneficiaries are unknown and where SIMON could have changed them at any time prior to his death.

That this Court should note that “LaSalle National Trust, N.A.” the alleged PRIMARY BENEFICIARY is still an active surviving Primary Beneficiary of the Lost or Suppressed Policy that needs to be joined in this Lawsuit by this Court’s own motion as the PRIMARY BENEFICIARY and an indispensable party that has been cleverly carved out of the picture in the Amended Complaint with further False and Misleading information to this Court and others, further defined herein.

That False and Misleading Statements appear in the Amended Complaint regarding the status and fate of “LaSalle National Trust, N.A.” as discussed further herein and if they exist

as the PRIMARY BENEFICIARY then the discussion of who the Contingent Beneficiary is moot at this time.

22. “21. The insured under the Policy, Simon Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.”

ANSWER:

Deny. ELIOT states the insured under the Lost or Suppressed “Policy” cannot be proven as the policy is lost or suppressed and therefore factually NONEXISTENT at this time to prove the voracity of the claim that the Lost or Suppressed Policy was in force on the day SIMON died or even that SIMON was in fact the insured under it or any other terms claimed thereunder.

23. “22. Following Simon Bernstein’s death, the BERNSTEIN TRUST, **by and through its counsel in Palm Beach County, FL [emphasis added]**, submitted a death claim to HERITAGE under the Policy including the insured’s death certificate and other documentation.”

ANSWER:

Deny. That this statement is factually incorrect as SPALLINA filed and SIGNED the insurance claim form as “Trustee” of the alleged lost “Simon Bernstein Irrevocable Trust dtd 6/21/95” and NOT acting as “counsel” to the Lost or Suppressed Trust as already evidenced herein and in exhibit.

That the Lost or Suppressed Trust is a trust that SPALLINA has made written statements that he has never seen or had copies of as evidenced herein and in prior pleadings and thus his claim that he is “Trustee” is alleged part of a larger fraudulent insurance scheme. As an Attorney at Law acting as “Trustee” or “counsel” to a Trust that he claims not to have ever

possessed or seen, further appears suspect and ELIOT wonders if he billed for work on the Lost or Suppressed Trust that he never possessed or saw but claims he was alleged “Trustee” for when filing the alleged fraudulent insurance claim that was denied.

That the claim now asserted in the Amended Complaint is that SPALLINA was acting as “counsel” to the Lost or Suppressed Trust when he filed the insurance claim with HERITAGE and allegedly acted in that legal capacity according to A. SIMON and THEODORE, despite A. SIMON and THEODORE knowing this claim was false when filing this Lawsuit based on SPALLINA’S fraudulent insurance claim he signed as “Trustee” of the Lost or Suppressed Trust and did not signed as “counsel” for the Lost or Suppressed Trust.

That according to JACKSON’S counter complaint, THEODORE also was advised by counsel that he had no basis to file this baseless and fraudulent Breach of Contract Lawsuit and yet somehow recruited A. SIMON to file it without basis.

That one look at the alleged fraudulently signed insurance claim form submitted will prove to this Court that SPALLINA filed the insurance claim form impersonating himself as the alleged “Trustee” of the Lost or Suppressed Trust when signing the claim form.

That ELIOT alleges this was done with intent to defraud HERITAGE to pay SPALLINA the benefits acting as the alleged “Trustee” of the Lost or Suppressed Trust.

That SPALLINA’S fraudulent actions get much worse than impersonating the Lost or Suppressed Trust “Trustee” that is claimed to be the Contingent Beneficiary of the Lost or Suppressed Policy.

That in fact, SPALLINA also attempted to impersonate the Primary Beneficiary, LaSalle National Bank, N.A., an INSTITUTIONAL TRUST COMPANY and further acted falsely as

a TRUSTEE for LaSalle National Bank, N.A. during his communications with the carrier, as evidenced further herein.

That this statement in the Amended Complaint is further a False Statement of Fact when it refers to the “Policy” as if it exists when the Policy is LOST OR SUPPRESSED at this point and no legal valid and binding copy has been made a part of the Original Complaint or the Amended Complaint or in any other pleading or in any production by any party to this Lawsuit to make any claims in regards to the factual language contained therein.

That the Lost or Suppressed Policy is claimed lost by many of those involved in this Lawsuit, including the insurance carriers and Plaintiffs who have fiduciary obligations to maintain executed copies of the Lost or Suppressed Policy necessary to pay an insurance claim legally.

That defendant SPALLINA knew he was not the “Trustee” of the Lost or Suppressed Trust, as he has claimed repeatedly that he has NEVER seen a copy and everything therefore was an “educated guess” and not factual as A. SIMON tries to state in the Amended Complaint. SPALLINA claims in an email the following,

From: Robert Spallina [<mailto:rspallina@tescherspallina.com>]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: **Kimberly Moran** [emphasis added]
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds [emphasis added] consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most

likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz [Albert Gortz is a Proskauer Rose partner and the first partner accused in ELIOT'S RICO of stealing his Intellectual Properties] in 2000),[emphasis added] I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

And from another email of SPALLINA'S

From: Robert Spallina <rspallina@tescherspallina.com>
Sent: Tuesday, October 23, 2012 2:34 PM
To: Jill Iantoni; Eliot Bernstein; Ted Bernstein; Ted Bernstein; Pamela Simon; Lisa Friedstein
Subject: RE: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

As discussed, I need the EIN application and will process the claim. Your father was the owner of the policy and we will need to prepare releases given the fact that we do not have the trust instrument and are making an educated guess that the beneficiaries are the five of you as a result of your mother predeceasing Si. [emphasis added] Luckily we have a friendly carrier and they are willing to process the claim without a copy of the trust instrument. A call regarding this is not necessary. We have things under control and will get the claim processed expeditiously after we receive the form.

Thank you for your help.
Robert L. Spallina, Esq.

That if the beneficiaries of the Lost or Suppressed Trust are at best an "educated guess" according to SPALLINA, so are who the trustees would be and according to SPALLINA'S own words, "As none of us can be sure exactly what the 1995 trust said," and yet despite this he then willing signs an insurance claim form as if the 1995 trust said he was the Trustee.

That it is hard to imagine that A. SIMON can now represent with legal authority to this Court anything about what the Lost or Suppressed Trust said stated now as facts when

everything in such Lost or Suppressed Trust is an “educated guess” and not a legally binding fact.

That A. SIMON fails to state the truth to this Court that nobody knows what the Lost or Suppressed Trust states or who the beneficiaries or trustees are and instead claims these are factual assertions based on something in the real world that is legally valid.

That for these and other reasons, SPALLINA’S insurance claim that was filed with him acting as “Trustee” and not “counsel” of the Lost or Suppressed Trust was DENIED, as no proof of the True and Proper Beneficiaries or Trusteeship could be made to the carrier to legally pay the benefits to.

That the beneficiaries on the Lost or Suppressed Policy according to HERITAGE do not even name the BERNSTEIN TRUST aka the Lost or Suppressed Trust at the time of SIMON’S death as either a named primary or contingent beneficiary and again once must rely on imagination to make their assertion true.

That the claim was further not paid when none of the information requested and legally necessary to pay the claim by HERITAGE was provided by either the Primary or Contingent Beneficiaries allegedly listed as beneficiaries on the Lost or Suppressed Policy that proved beneficial interests and the trusteeship claimed by SPALLINA in his fraudulent insurance claim form. Therefore, without satisfactory proof of SPALLINA’S claims or the requested Probate court order approving the scheme, there was no way for HERITAGE to legally pay the benefits to the “educated guess” beneficiaries and trustees of a NONEXISTENT trust.

That in correspondences included in JACKSON’S production for this Lawsuit we find shocking new information that implicate that SPALLINA not only impersonated the Trustee of the Lost or Suppressed Trust but fraudulently IMPERSONATED AN INSTITUTIONAL

TRUST COMPANY and IMPERSONATED HIMSELF AS TRUSTEE OF THE INSTITUTIONAL TRUST COMPANY in efforts to convert the insurance proceeds illegally. From JACKSON'S files,

- i. Bates #JCK001262, is a letter regarding the filing of a claim dated October 09, 2012, sent from HERITAGE to SPALLINA, where SPALLINA is addressed as **“LASALLE NATIONAL TRUST N.A. TRUSTEE C/O ROBERT SPALLINA, ATTORNEY AT LAW”** address “4855 TECHNOLOGY WAY STE 720 BOCA RATON FL 33431” and the Letter starts “Dear Trustee.”

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-se.vieing.com

October 9, 2012

LASALLE NATIONAL TRUST N.A. TRUSTEE
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Check out
Spallina's title at
LaSalle National
Trust N.A.

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09765315

Dear Trustee:

- ii. Again on Bates #JCK001281, in a letter dated November 05, 2012 from HERITAGE to SPALLINA, where SPALLINA is again addressed as **“LASALLE NATIONAL TRUST N.A. TRUSTEE C/O ROBERT SPALLINA, ATTORNEY AT LAW”** address “4855 TECHNOLOGY WAY STE 720 BOCA RATON FL 33431” and the Letter starts “Dear Trustee.”

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

November 5, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09784754

Dear Trustee:

- iii. Again on Bates # JCK001290, in a letter dated November 29, 2012 from HERITAGE to SPALLINA, where SPALLINA is addressed as “**LASALLE NATIONAL TRUST N.A. TRUSTEE C/O ROBERT SPALLINA, ATTORNEY AT LAW**” address ““4855 TECHNOLOGY WAY STE 720 BOCA RATON FL 33431” and the Letter starts “Dear Trustee.”

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

- iv. Again on Bates # JCK001301, in a letter dated December 07, 2012 from HERITAGE to SPALLINA, where SPALLINA is addressed as “**LASALLE**

NATIONAL TRUST N.A. TRUSTEE C/O ROBERT SPALLINA, ATTORNEY AT LAW address “4855 TECHNOLOGY WAY STE 720 BOCA RATON FL 33431” and the Letter starts “Dear Trustee.” See EXHIBIT 4 – LETTERS TO SPALLINA FROM HERITAGE ADDRESSED TO SPALLINA AS TRUSTEE OF LASALLE NATIONAL TRUST, N.A.

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651
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December 7, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09808194

Dear Trustee:

That from JACKSON’S production in HERITAGE’S internal company notes we find that QUESTIONS and RED FLAGS arose almost immediately when SPALLINA contacted HERITAGE in these fraudulent fiduciary capacities with no proof or legal contract produced to validate his claims for the death benefits.

That on JACKSON’S Bates # JCK001228 & JCK001229, the following language is found in the carriers records on December 31, 2012,

“\$1,689,070.00 - Received letter and death cert with cause and manner on 12/26/12 from attorney advising that they are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated Jun 1, 1995, “LaSalle National Trust, N.A.”, trustee, the beneficiary of

record, page 20 of source CPG. **(A claim form was completed by Robert Spallina as Trustee?)** **[Emphasis Added]** However, indication is made that they know Shirley Bernstein was the initial beneficiary (now deceased) and the Bernstein children were the secondary beneficiaries. The attorney is offering to have the proceeds paid to the firm's Trust account so that distribution can be made to the five children. They have also offered an Agreement and Mutual Release be prepared from the children for Heritage Life. **A Robert Spallina has signed the claim form but there is nothing to document that he is the current trustee of the Trust. Please advise how to proceed.” [emphasis added]**

That this further disproves the False Statements in the Amended Complaint that SPALLINA filed the claim acting as Attorney at Law to the Lost or Suppressed Trust and shows that A. SIMON did not truthfully state to this Court that SPALLINA acted as “Trustee” of the Lost or Suppressed Trust that he signed the claim form acting as, or that SPALLINA acted as the INSTITUTIONAL TRUST COMPANY the “LaSalle National Trust, N.A.” at an improper address, or that SPALLINA acted as “Trustee” of the INSTITUTIONAL TRUST COMPANY the “LaSalle National Trust, N.A.” also at an improper address.

That ELIOT states that after an exhaustive online search at Google the only listing at the address 4855 Technology Way Suite 720 Boca Raton, FL 33431 is the law offices of defendant Tescher & Spallina, P.A. and there appears no reference to a listing for an INSTITUTIONAL TRUST COMPANY named “LaSalle National Trust, N.A.” at SPALLINA’S address in Boca Raton, FL, where SPALLINA’S law office now resides.

That the only address found for the INSTITUTIONAL TRUST COMPANY named “LaSalle National Trust, N.A.” is 135 South LaSalle Street Chicago, IL 60603 and the INSTITUTIONAL TRUST COMPANY of that name appears to have been acquired several

years ago by “Chicago Title Land Trust Company” (part of the Fidelity National Financial family of companies), as Successor, which is located at 10 South LaSalle Street, Suite 2750 Chicago, Illinois 60603. Evidence of this claim can be found online @ <http://www.ctlandtrust.com/#!successorships-h-l/ctsk> , incorporated by reference herein.

That the Amended Complaint and the Original Complaint both claim erroneously that “LaSalle National Trust, N.A.” the PRIMARY BENEFICIARY was acquired by Bank of America, N.A. and then according to Plaintiffs account then mysteriously disappears. However, ELIOT was unable to find records of Bank of America, N.A. acquiring LaSalle National Trust, N.A. ever or Chicago Title Land Trust Company ever purchasing it from Bank of America, N.A. as successor.

That on information and belief, Bank of America, N.A. did acquire LaSalle National Bank.

That on information and belief, LaSalle National Trust, N.A. was acquired by Chicago Title Land Trust Company who **currently acts as successor** to LaSalle National Trust, N.A., and is the existing alleged Primary Beneficiary of the Lost or Suppressed Policy according to HERITAGE.

That in the letters from HERITAGE addressing SPALLINA as “TRUSTEE” of the INSTITUTIONAL TRUST COMPANY the “LaSalle National Trust, N.A.,” addressed to “LaSalle National Trust, N.A.” at his business office, one finds that **SPALLINA IS IMPERSONATING NOT ONLY A “TRUSTEE” OF LASALLE NATIONAL TRUST, N.A. AT HIS ADDRESS BUT ALSO**

**IMPERSONATING THE ACTUAL INSTITUTIONAL TRUST
COMPANY AT HIS OFFICE ADDRESS.**

That SPALLINA then had HERITAGE send insurance claim forms to him in such imposter legal capacities, at his erroneous address for “LaSalle National Trust, N.A.” and the number of felony criminal code violations these acts impart is staggering from,

- (i) **ILLEGALLY IMPERSONATING AN INSTITUTIONAL TRUST COMPANY THE “LASALLE NATIONAL TRUST N.A.” LOCATED AT THE ADDRESS OF SPALLINA’S LAW FIRM,**
- (ii) **TO ILLEGALLY IMPERSONATING A TRUSTEE OF AN INSTITUTIONAL TRUST COMPANY AT “LASALLE NATIONAL TRUST, N.A.” AT SPALLINA’S ADDRESS,**
- (iii) **TO ILLEGALLY ACTING AS TRUSTEE FOR THE LOST OR SUPPRESSED TRUST,**
- (iv) **TO COMMITTING INSURANCE FRAUD BY SIGNING A FRAUDULENT CLAIM FORM, AND FINALLY,**
- (v) **TO FRAUD ON THE TRUE AND PROPER BENEFICIARIES.**

That these letters from HERITAGE and other evidence implicate that SPALLINA and a one Kimberly Moran (“MORAN”) gave SPALLINA’S address to HERITAGE as the address for “LaSalle National Trust, N.A.” while impersonating to HERITAGE that SPALLINA was a "TRUSTEE" of that INSTITUTIONAL TRUST COMPANY at his law firms address, while also fraudulently claiming to be Trustee of the Lost or Suppressed Trust when he

signed the claim form, all allegedly with intent to defraud HERITAGE and the True and Proper Beneficiaries.

That to be clear, it is alleged that SPALLINA impersonated to HERITAGE that he was both an INSTITUTIONAL TRUST COMPANY, “LaSalle National Trust, N.A.” located at his office address, while simultaneously impersonating himself as TRUSTEE of that INSTITUTIONAL TRUST COMPANY at his address, all in efforts to convert and comingle a life insurance contract death benefit intended for SIMON’S beneficiaries into his Law Firm, defendant Tescher & Spallina P.A.’s, trust account, while acting in false fiduciary capacities to achieve such conversion.

That SPALLINA, from October 09, 2012 through December 07, 2012, through several letters and correspondences to HERITAGE further fails to ever notify the carrier,

- i. that he is NOT “LaSalle National Trust, N.A.” located at his office, or
- ii. that he is NOT the “TRUSTEE” of the INSTITUTIONAL TRUST COMPANY “LaSalle National Trust, N.A.” at his office, or
- iii. that the address for “LaSalle National Trust, N.A.” and the title “Trustee” HERITAGE addresses him as in the letters are wholly factually and legally incorrect, or
- iv. that he is not the Trustee of the Lost or Suppressed Trust.

That as an Attorney at Law SPALLINA knew this information was untrue when he received and replied to the HERITAGE letters and then continued filing a fraudulent claim under these illegal aliases.

That this impersonation of SPALLINA as an INSTITUTIONAL TRUST COMPANY “LaSalle National Trust, N.A.” at his address and further acting as “TRUSTEE” of this

INSTITUTIONAL TRUST COMPANY, “LaSalle National Trust, N.A.” ELIOT alleges was intentional, to cause the appearance to HERITAGE that SPALLINA was the INSTITUTIONAL TRUST COMPANY, “LaSalle National Trust, N.A.” because that is who the named Primary Beneficiary of the Lost or Suppressed Policy is, according to HERITAGE.

That if SPALLINA’S false claims were accepted as true by HERITAGE that he was the Trustee of LaSalle National Trust, N.A. then SPALLINA would have been paid the claim fraudulently by impersonating the alleged legal Primary Beneficiary of the Lost or Suppressed Policy.

That to cover all the bases in trying to convert and comingle the Lost or Suppressed Policy proceeds through his fraudulent insurance claim process, SPALLINA further then impersonates the alleged Contingent Beneficiary, the Lost or Suppressed Trust, acting as “Trustee” for that NONEXISTENT entity that he never saw when signing the claim form in the imaginary fiduciary capacity of Trustee. Again, to be clear he did not file this insurance claim form as “counsel” for the Lost or Suppressed Trust, as A. SIMON attempts to falsely assert in his Amended Complaint and instead intentionally misled HERITAGE.

That because A. SIMON contends that the Lost or Suppressed Trust is the named Contingent Beneficiary of the Lost or Suppressed Policy, despite that it is not according to HERITAGE, who claims it is “SIMON BERNSTEIN TRUST, N.A.” aka the Lost and Suppressed Trust 2, however, if these false claims that SPALLINA was the Trustee of the Lost or Suppressed Trust as Contingent Beneficiary were accepted as true by HERITAGE, SPALLINA would have then been paid the claim fraudulently as the purported legal Contingent Beneficiary.

That with SPALLINA impersonating both the Trustee of the “LaSalle National Trust, N.A.” and as Trustee of the Lost or Suppressed Trust, had HERITAGE accepted his claims as stated in the fraudulent insurance claim form at face value and not demanded legally valid proof, they would have paid SPALLINA as either the alleged Primary or the Contingent Beneficiary on the Lost or Suppressed Policy.

That these are not one off mistakes made by an Attorney at Law but implicate that SPALLINA and MORAN were acting deliberately with intent to defraud HERITAGE in these multiple IMPOSTER Legal and Fiduciary capacities they claimed, the almost perfect crime.

That these efforts to defraud HERITAGE were further Aided and Abetted by MORAN who coordinated the communications between SPALLINA and HERITAGE in effort to try and secure the death benefits with SPALLINA acting as either the Primary or Contingent Beneficiary and claiming to HERITAGE to be Trustee of both, in order to convert and comingle the death benefits to Tescher & Spallina, P.A. law firm’s trust account and deprive the True and Proper Legal Beneficiaries of their death benefits.

That ELIOT alleges this was all done knowingly and with scienter in conspiracy between THEODORE, P. SIMON, SPALLINA, TESCHER, A. SIMON, D. SIMON, MORAN and others.

That this newly added claim by A. SIMON in the Amended Complaint that SPALLINA acted as “counsel” to the Lost or Suppressed Trust is again merely a new attempt to cover up for SPALLINA’S fraudulent insurance claim with new false statements made to this Court.

That this misleading information to this Court attempts to conceal the facts regarding SPALLINA’S prior fraudulent claim and vindicate him by changing the role he played in

filing the claim and by LYING to this Court to cover up SPALLINA'S involvement and then replace him with THEODORE acting as the new "Trustee" for the Lost or Suppressed Trust forward in this Lawsuit scheme.

That Defendant A. SIMON puts forth these False Statements of fact about SPALLINA'S role as "counsel" in filing the insurance claim, knowing SPALLINA'S true legal capacity as "Trustee" he acted under when filing the fraudulent insurance claim.

That A. SIMON intentionally concealed these material facts and further misrepresented the TRUTH when filing this Amended Complaint.

That the Court should note this change to the Amended Complaint regarding SPALLINA is made after A. SIMON learned through ELIOT'S filings with the Court that SPALLINA was busted for filing his fraudulent insurance claim form as Trustee of the Lost or Suppressed Trust.

That when was the Lost or Suppressed Trust's counsel changed from allegedly SPALLINA to A. SIMON from the time of the filing of the claim to weeks later when the Lawsuit was filed must be investigated and determination made of who hired A. SIMON as counsel, who fired SPALLINA as alleged counsel and do they both have retainer agreements to prove their authority to act as counsel to the Lost or Suppressed Trust in the first place.

That another important switch of fiduciary roles occurs on the way to this Federal Court, as THEODORE becomes the "Trustee" of the Lost or Suppressed Trust when filing this fraudulent Breach of Contract Lawsuit and defendant SPALLINA is mysteriously replaced in that capacity.

That SPALLINA then attempts to disappear from the scene of the crime during this next step of this continuing and ongoing Fraud when this Federal Breach of Contract Lawsuit is filed with Your Honor.

That in the Original Complaint filed based upon HERITAGE'S denial of SPALLINA'S fraudulent insurance claim, there is no mention and no appearance of SPALLINA as "Trustee" of the Lost or Suppressed Trust or "TRUSTEE" of "LaSalle National Trust, N.A." or as counsel for the Lost or Suppressed Trust until their legally flawed Amended Complaint tries to now state such false and misleading information to this Court.

That SPALLINA is not even mentioned in the Original Complaint or the Amended Complaint as the Personal Representative / Executor of SIMON'S Estate on behalf of, the to be determined Estate Beneficiaries, that have interests in the Lost or Suppressed Policy.

That the Court should note that Attorneys at Law, SPALLINA and TESCHER and their law firm have all failed to respond to the Waiver of Service for ELIOT'S Cross Claim served upon them in their Personal and Professional capacities and join the action voluntarily as indispensable parties under Rule 19 of Federal Procedures, where they must be Joined for they are central parties to this Lawsuit.

That perhaps the Court can take it on its own Motion to immediately compel Attorneys at Law SPALLINA and TESCHER and their law firm to Join this Lawsuit and save ELIOT and others involved in this Lawsuit the expense and cost of chasing Attorneys at Law who appear afraid to appear in this Lawsuit that they are centrally involved in and whose actions of submitting a fraudulent insurance claim are the basis of this alleged fraudulent Breach of Contract Lawsuit. Never has ELIOT heard of lawyers fearing a lawsuit and dodging service.

That MORAN who is central to this fraud on HERITAGE was also recently arrested by the Palm Beach County Sheriff's Office and is awaiting sentencing and has admitted to FORGING and FRAUDULENTLY NOTARIZING six documents in the Estate of SIMON'S PRE-DECEASED SPOUSE SHIRLEY, including FORGING a document for SIMON POST MORTEM.

That MORAN committed the crimes acting as the legal assistant for Tescher & Spallina, P.A. and again she acts on behalf of Tescher & Spallina, P.A. and SPALLINA directly in perpetrating the insurance fraud scheme and signing letters to HERITAGE on his behalf, making calls to the carrier and transmitting across state lines the fraudulent insurance claim form. A growing Pattern and Practice of further Conspiratorial Criminal Acts emerges of egregious bad faith by those already with unclean hands in the Estates of SIMON and SHIRLEY attempting to convert assets of the Estates to improper parties.

That it was learned in a September 13, 2013 Probate Hearing and an October 28, 2013 Probate Evidentiary Hearing that SPALLINA and TESCHER used SIMON ILLEGALLY, POST MORTEM, as if he were alive, to file a series of documents to close SHIRLEY'S Estate and committed a Fraud on the Court and Fraud on the Estate Beneficiaries, whereby Hon. Judge Martin H. Colin stated upon discovering these facts that he had enough at that time that he should read SPALLINA, TESCHER and THEODORE their Miranda Warnings, twice.

That the closed estate of SHIRLEY was then reopened and remains open today by Hon. Judge Colin.

That MORAN who prepared several of the documents sent to HERITAGE for this alleged INSURANCE FRAUD AND INSTITUTIONAL TRUST COMPANY FRAUD has

already been arrested in related matters to the Estate of SHIRLEY and has admitted to filing Forged and Fraudulently Notarized documents in SHIRLEY'S estate on six different documents, for six different people, including SIMON who was deceased at the time his name was Forged and Fraudulently Notarized.

That MORAN'S FORGED and FRAUDULENTLY NOTARIZED documents were then filed ILLEGALLY by SPALLINA and TESCHER in official proceedings before the Florida Probate court for SIMON acting as Personal Representative / Executor knowing SIMON was DECEASED at the time and unable to serve as Personal Representative / Executor and file documents with the Court POST MORTEM.

That from MORAN'S statement to Palm Beach County Sheriff officers,

“Moran stated that at this time, she took it upon herself to trace [aka FORGE] each signature of the six members of the Bernstein family onto another copy of the original waiver document. She then notarized them and resubmitted them to the courts.”

That this statement of MORAN'S also contradicted her prior statement to the Governor's Notary Public office where she claimed the documents were identical other than her notary stamp, thus the crime of Perjury and False Statements in official proceedings are now being pursued as well with authorities.

That this lie about the documents not being Forged was also echoed by MORAN'S employer, Attorney at Law SPALLINA in the September 13, 2013 hearing before Hon. Judge Martin H. Colin, when SPALLINA knowingly LIED to Hon. Judge Martin H. Colin and claimed the signatures were also not forged despite Moran's admission,

8 THE COURT: I mean everyone can see he [ELIOT]
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?

23 THE COURT: It was wrong for Moran to
24 notarize -- so whatever Moran did, the
25 documents that she notarized, everyone but
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 these statements by SPALLINA to Hon. Judge Martin H. Colin contradict the statements of MORAN to the Palm Beach Sheriff Department that they were her FORGED signatures and not those of the original signors, including a FORGED document for SIMON POST MORTEM and further evidence Fraud on that court by SPALLINA, yet SPALLINA tries to convince the Judge that they were identical documents that MORAN just innocently placed a Fraudulent Notarization on for six separate people, further evidencing a Pattern and Practice of Egregious Bad Faith Acts by MORAN and SPALLINA et al. and anything they have done or say must be questioned.

That Moran's later confession proves this claim that the documents were identical as false and SPALLINA knew of her confession while stating this LIE that they were identical to the Probate court and attempting to continue to conceal the truth from the record and Hon. Judge Martin H. Colin.

That this Fraud in the Probate Court is similar to what is occurring in this Courtroom and the same cast of characters is involved, just different crimes to steal off with different assets of the Estates of SIMON and SHIRLEY.

That on September 13, 2013 at a hearing before Hon. Judge Martin H. Colin of the CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. 502011CP000653XXXXSB in the estate of SHIRLEY, SPALLINA did admit that he was “involved” with MORAN in her Fraud as the Attorney at Law responsible for her actions.

That on September 13, 2013 at a hearing before Hon. Judge Martin H. Colin of the CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. 502011CP000653XXXXSB in the Estate of SHIRLEY, SPALLINA did admit that he had presented documents to the court on behalf of SIMON to close the estate of SHIRLEY and failed to notify the court that SIMON was DECEASED at the time he was using him as if he were alive to act as Personal Representative / Executor, thus acknowledging that he perpetrated a Fraud on the Court and Fraud on the Estate Beneficiaries and more to illegally close the Estate of SHIRLEY, illegally using a DECEASED Personal Representative / Executor and Trustee, SIMON to achieve this.

That the reason this POST MORTEM scheme to close the Estate with SHIRLEY with SIMON acting as if he were alive is alleged to have been done is because they needed SIMON to appear alive at the closing of SHIRLEY’S Estate, to then make it look like he was alive while changing her beneficiary designations, the problem was SIMON was dead and SHIRLEY’S Estate had not yet closed and no changes were ever made by SIMON to his or SHIRLEY’S beneficiaries and thus he could not make changes to her Estate dead without a

little POST MORTEM fraud and forgery and a series of ALLEGED POST MORTEM DOCUMENTS, including an alleged Will and Amended & Restated Trust of SIMON that are being challenged by ELIOT as further POST MORTEM fraudulent documents, signed allegedly on days before he died.

That in an October 28, 2013 Evidentiary Hearing in the re-opened Estate of SHIRLEY it was learned that THEODORE had been acting in false fiduciary capacities that he did not have legal standing to act as, including acting as Personal Representative / Executor and Trustee for the estate of SHIRLEY for over a year.

That no Letters of Administration had been issued to THEODORE and where he took no legally required steps to notify any beneficiaries of his alleged fiduciary roles he undertook and of transactions he was making for both SHIRLEY'S Estate and her Trusts, and THEODORE proceeded to transact multiple alleged fraudulent transactions in this fabricated role as Trustee. Again, similar to what is transpiring in this Court with THEODORE'S claims that he is "Trustee" of the NONEXISTENT Lost or Suppressed Trust.

That due to the Fraud on the Probate court using SIMON'S identity, after he was deceased, as if alive, to close the Estate of SHIRLEY, no successors were elected or appointed by the court after SIMON died, as should have been the case if SPALLINA and TESCHER had notified the Court that SIMON had passed and elected successors, which would have been the legally required course.

That at now four hearings in Hon. Judge Colin's court that ELIOT has attended no one has legally represented the Estate as Personal Representative / Executor, as no Successors were legally chosen prior to the hearings due to this Fraud on that Court using SIMON to close the estate while deceased.

That SPALLINA acted for SIMON POST MORTEM and posited fraudulent documents on behalf of SIMON as if he were alive, while failing to notify the court that SIMON, the Personal Representative / Executor and Trustee allegedly filing these closing documents, was in fact DECEASED.

That this identity theft of a deceased person to deposit documents with a court was continued for four months by TESCHER and SPALLINA who used SIMON to file documents on his behalf while dead to close SHIRLEY'S Estate, instead of simply notifying that court of his death and electing successors to legally to close the estate.

That all of these criminal events in the Probate court further support a Pattern and Practice of Continuing and Ongoing Frauds to loot the estates of SIMON and SHIRLEY and deny the True and Proper Beneficiaries their inheritances now playing itself out in this Court in this fraudulent insurance trust and beneficiary scheme gone awry and then converted into this fraudulent Breach of Contract Lawsuit as a Fraud on this Court.

That Judicial Notice should be taken at this point by this Court to the Fraudulent activity described and Prima Facie evidence given herein and in ELIOT'S prior pleadings and take it on the Court's own Motion to report these Attorneys at Law, SPALLINA, TESCHER, A. SIMON and D. SIMON to the proper State and Federal Authorities for investigation of alleged,

- i. FALSE AND MISLEADING STATEMENTS TO THIS COURT,
- ii. IMPROPER FILING OF PLEADINGS,
- iii. IMPERSONATION OF AN INSTITUTIONAL TRUST COMPANY FRAUD,
- iv. IMPERSONATION OF A "TRUSTEE" OF AN INSTITUTIONAL TRUST COMPANY,

- v. INSURANCE FRAUD,
- vi. FRAUD ON A FEDERAL COURT BY AN OFFICER OF THE COURT A.
SIMON,
- vii. FRAUD ON ELIOT,
- viii. FRAUD ON OTHER MINOR AND UNREPRESENTED BENEFICIARIES, AND
- ix. TORTUROUS INTERFERENCE WITH AN EXPECTED INHERITANCE AND
MORE.

That this Court must instantly put a stop to these vexatious, frivolous and fraudulent series of pleadings and this whole baseless Lawsuit fraught with False Statements of Fact to build a fictitious story and causing huge wastes of time, money and effort by the injured parties and this Court, who have all had to sift through this proverbial “bull honky” and web of lies in efforts to cover up the fact that they are caught in act, thanks to the insurance company JACKSON notifying ELIOT prior to distributions being made to any party by this Court.

That the True and Proper Legal Beneficiaries have been damaged and continued to be damaged daily by the delay of the receipt of the death benefits for now over a year through this smorgasbord of various attempts to fraudulently obtain the benefits to the wrong parties by SPALLINA et al.

That this Court should not wait for ELIOT acting in a Pro Se legal capacity to formulate proper pleadings for these alleged state and federal crimes that are taking place on and in Your Honor’s Court by Officers of Your Honor’s Court and against several institutions, especially when the pleadings that originated this Lawsuit and those now in the Amended Complaint are steeped in Fraud and False Statements to this Court, giving more probable

cause for this Court to take swift and just action and notify the proper State and Federal Authorities of these matters.

COUNT I BREACH OF CONTRACT

24. “24. The Policy, by its terms, obligates HERITAGE to pay the death benefits to the beneficiary of the Policy upon HERITAGE’S receipt of due proof of the insured’s death.”

ANSWER:

Deny. That these claims are further False Statements of Fact as HERITAGE is obligated to pay the Lost or Suppressed Policy proceeds to a legal beneficiary where a clear path to the legal beneficiary is proven with clear and convincing evidence as stated in their claim form, submitted by legitimate legal parties to the proceeds and not just because the insured was proven dead by Plaintiffs, where anyone can prove death of an insured but nobody can collect based upon that proof.

That no insurance carrier ELIOT knows would pay a claim to a NONEXISTENT Lost or Suppressed Trust with claims made by people impersonating Trustees and Beneficiaries, especially when no valid legally binding proof of their claims to the death benefits were made.

That proof of death is not sufficient legal reason to pay a claim to an alleged beneficiary and failure to pay a claim based on proof of death is not a legal reason for a Breach of Contract to follow upon.

That the claim was DENIED allegedly due to the fraudulent nature of the assertions made by SPALLINA and when clarification and legal proof was not tendered back to HERITAGE and the requested Probate court order RALIC demanded was not even attempted to be secured, this ploy of a Breach of Contract Lawsuit was initiated to instead try and force

HERITAGE to pay the claim without first proving to HERITAGE legally that their beneficiary and trustee schemes were legitimate by securing the requested Probate court order or providing proof of a legal beneficial interest.

25. “25. HERITAGE breached its obligations under the Policy by refusing and failing to pay the Policy proceeds to the BERNSTEIN TRUST as beneficiary of the Policy despite HERITAGE’S receipt of due proof of the insured’s death.”

ANSWER:

Deny. That these claims are further False Statements of Fact as HERITAGE is obligated to pay the Lost or Suppressed Policy proceeds to a legal beneficiary where a clear path to the legal beneficiary is proven as stated in their claim form, by legitimate parties to the proceeds and not just because the insured was proven dead, which again is not sufficient legal cause to pay a claim in and of itself but it sounds good when that is all you have to make a claim based upon.

26. “26. Despite the BERNSTEIN TRUST’S repeated demands and its initiation of a breach of contract claim, HERITAGE did not pay out the death benefits on the Policy to the BERNSTEIN TRUST instead it filed an action in interpleader and deposited the Policy proceeds with the Registry of the Court.”

ANSWER:

Deny. That ELIOT states that this statement is untrue, as after a failed and DENIED claim was submitted by an imposter Trustee of the Primary Beneficiary and an imposter Trustee of the ALLEGED Contingent Beneficiary, HERITAGE demanded SPALLINA prove the beneficial interest in the claim form with an executed copy of the Lost or Suppressed Trust or in the alternative a Probate court order approving the Lost or Suppressed Trust

scheme, as would be required for them to legally pay the claim and this was never done. No matter how many times Plaintiffs allege they demanded payment, HERITAGE could not pay without legal proof of beneficial interests.

That when a beneficiary does not exist at the time of death, Florida law mandates the proceeds be paid to the Insured, which would then flow into the Estate of the Insured and in this instance flow further into a pour over insurance provision within the alleged dispositive documents of the Estate of Simon.

That ELIOT claims that HERITAGE could not pay the Lost or Suppressed Policy proceeds to this Court legally either, as no legal and valid policy or executed copy of the Lost or Suppressed Policy existed at the time they paid this Court. The carriers HERITAGE, JACKSON and RALIC at this time have failed to produce a signed and executed insurance policy that defines how much the proceeds actually are, how the proceeds should be paid, to whom they should be paid and what the payout provisions stated in the actual contract.

That therefore, HERITAGE should not have deposited the money with the Court and the Court should not have accepted it and the Court should further return it until it is determined what to do when the insurance carriers have lost the contract and who should be paid and how much, etc.

That without an actual Policy to pay under, ELIOT is shocked this Court accepted such proceeds on no certain terms of what the actual contract stated and based solely on JACKSON'S claim that the amount paid to the Court was the amount stated in a Lost or Suppressed Policy that does not exist currently to prove or disprove the death benefit amount and terms.

27. “27. As a direct result of HERITAGE’s refusal and failure to pay the Policy proceeds to the BERNSTEIN TRUST pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds \$1,000,000.00.”

ANSWER:

Deny. That ELIOT states HERITAGE had a right to refuse to pay the proceeds on SPALLINA’S fraudulent insurance claim, especially without the demanded Florida Probate court order approving the trustee and beneficiary designations claimed by SPALLINA and without any executed legally binding trust documents to support his claims.

That the Plaintiffs have not proved to HERITAGE or this Court that the death benefits should be paid to them despite their strong desire to make it appear so with smoke and mirror trickery formed apparently in a “pipe dream.”

28. “WHEREFORE, PLAINTIFF, the BERNSTEIN TRUST prays for a judgment to be entered in its favor and against Defendant, HERITAGE, for the amount of the Policy proceeds on deposit with the Registry of the Court (an amount in excess of \$1,000,000.00) plus costs and reasonable attorneys’ fees together with such further relief as this court may deem just and proper.”

ANSWER:

Deny. That ELIOT states that the BERNSTEIN TRUST aka the Lost or Suppressed Trust aka the LEGALLY DEVOID OF STANDING, LEGALLY NON-EXISTENT ‘BERNSTEIN TRUST’ BASED UPON UNSIGNED, UNEXECUTED, UNDATED, UN-AUTHORED ALLEGED DRAFTS and the Plaintiffs should receive no proceeds of the NONEXISTENT Lost or Suppressed Policy. Especially, since the Lost or Suppressed Trust is alleged to be the contingent beneficiary and proof that the Primary Beneficiary still exists

as a qualified legal beneficiary now exists, despite the misleading information stated to this Court on its whereabouts in both the Original and Amended Complaint.

That this matter involving a lost beneficiary at the time of death should be handled by the Florida Probate court through the Estate of the Insured, SIMON, and A. SIMON knew all these facts when filing his Fraudulent Breach of Contract Lawsuit based on a series of False and Misleading statements conjured up with intent to commit fraud.

COUNT II DECLARATORY JUDGMENT

29. “29. On or about June 21, 1995, David Simon, an attorney and Simon Bernstein’s son-in-law, met with Simon Bernstein before Simon Bernstein went to the law offices of Hopkins and Sutter in Chicago, Illinois to finalize and execute the BERNSTEIN TRUST Agreement.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

30. “30. After the meeting at Hopkins and Sutter, David B. Simon reviewed the final version of the BERNSTEIN TRUST Agreement and personally saw the final version of the BERNSTEIN TRUST Agreement containing Simon Bernstein’s signature.”

ANSWER:

Deny. That this statement of the Amended Complaint that DEFENDANT D. SIMON, who has a financial interest in the Lawsuit, saw with his own eyes a final version of the signed “BERNSTEIN TRUST” suffers from not having any legal standing as parole evidence due to D. SIMON’S financial conflicts.

That this statement is again an effort to pepper the file with False Statements now based on a hearsay account by defendant A. SIMON’S brother, defendant D. SIMON, who has a

direct financial interest in making such claims, as he is a direct benefactor of the proceeds if this Lawsuit succeeds through his spouse P. SIMON who stands to gain 1/5th of the benefits if the scheme is successful through this Court and 0% if the proceeds are paid to SIMON'S Estate as should be the case when a legal beneficiary cannot be found at the time of death.

31. "31. The final version of the BERNSTEIN TRUST Agreement named the children of Simon Bernstein as beneficiaries of the BERNSTEIN TRUST, and drafts of the BERNSTEIN TRUST Agreement confirm the same."

ANSWER:

Deny. That ELIOT states that this statement in the Amended Complaint almost blends with the prior statement to appear together as a continuing affirmation of D. SIMON to make it appear that he saw the final signed "BERNSTEIN TRUST" and the children were the beneficiaries. Yet, on closer inspection of the two independent statements they do not claim this, instead stating only that D. SIMON saw a signed final copy and not that he saw who the BENEFICIARIES were and this is more legal debauchery to confuse and confound this Court and others and now attempt to bolster their Original Complaint, which suffers from any legal valid binding evidence of their stream of False Statements regarding a NONEXISTENT trust and what it stated.

That the UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS of the Lost or Suppressed Trust were submitted after the filing of the Original Complaint when the Court demanded something be produced.

That at no time prior to this Lawsuit were these UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS sent to any parties as parole evidence of the Lost or Suppressed Trust, and yet, suddenly when something is demanded by

Your Honor they mysteriously drop from the sky after supposed exhaustive searches had already been made for the Lost or Suppressed Trust, as stated in the both the Original and Amended Complaint by the Plaintiffs and others.

That these UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS offer proof of nothing.

That defendant A. SIMON claims in the Amended Complaint that defendant D. SIMON, his brother and partner in the law firm, defendant The Simon Law Firm, saw this Lost or Suppressed trust in 1995 leaving the law offices of Hopkins & Sutter, now known as Foley & Lardner, LLP and that these miraculously appearing UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS submitted to this Court recently by A. SIMON attempt to validate the claim of a legal trust's existence when it remains factually NONEXISTENT.

That the problem here is that the UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS that were submitted to this Court by A. SIMON, Bates # BT000003 through BT000021 are basically BLANK paper as legal documents for any purpose, with absolutely no identifying marks of when, how and who created them and as they are unexecuted.

That where in all the years ELIOT saw draft after draft of work done by Hopkins & Sutter for SIMON, he cannot recall a single instance where their letterhead and author was missing from their work product, no author listed, no file number stated, no date, no cover letter accompanying the document, just words on UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS produced allegedly by their law firm.

That the UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS could have been done by anyone, anywhere, at any time and one would think if A. SIMON had retained these alleged drafts, why did his law firm not retain the original signed and executed agreements or copies that his brother states he reviewed?

That since exhaustive efforts were alleged made to search for these documents according to Plaintiffs own claims, where then did these documents turn up from and when.

That why did A. SIMON wait until the Court demanded some kind of proof that the Lost or Suppressed Trust existed to produce these worthless documents as alleged parole evidence.

That these UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS in no way prove the assertion made of a Lost or Suppressed Trust existence and that the legal language contained therein was the same language in the NONEXISTENT Lost or Suppressed Trust and may instead prove instead evidence of the continuing and ongoing Pattern and Practice of Fraud on the Court and the True and Proper Beneficiaries.

32. “32. The final version of the BERNSTEIN TRUST Agreement named Shirley Bernstein, as Trustee, and named Ted Bernstein as, successor Trustee.”

ANSWER:

Deny. That again, there is no copy of the “final version” of the NONEXISTENT Lost or Suppressed Trust and therefore the beneficiaries, trustees and successor trustees are at best an “educated guess” according to SPALLINA’S emails exhibited herein.

That A. SIMON and THEODORE cannot now try and state with authority that this claim that THEODORE was “successor Trustee” is a fact to this Court, again with no legally binding parole evidence.

That if A. SIMON and THEODORE knew THEODORE was successor trustee all along, then why did SPALLINA file his claim impersonating the Trustee of the Lost or Suppressed Trust and not THEODORE?

That again, this statement appears another attempt to pepper the record of this case with False Statements of Fact, in hopes Your Honor is duped and fooled to believe this fictional story and distribute the proceeds to improper beneficiaries based on a hoax, fraught with, imaginary and fraudulent alleged Trustees and Beneficiaries who change on the fly, a fraudulent INSTITUTIONAL TRUST COMPANY at a fictitious address with an imposter Trustee SPALLINA, a NONEXISTENT Lost or Suppressed Trust, a Lost or Suppressed Policy and now to add further fodder UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS to support the claims.

That the whole fictional story appears based on False Statements of Fact in an Official proceeding made by an Officer of the Court, A. SIMON and THEODORE, knowingly and with scienter.

That these acts are creating a Tortious Interference of an Inheritance Expectancy to the True and Proper beneficiaries, including ELIOT and his three minor children.

33. “33. As set forth above, at the time of death of Simon Bernstein, the BERNSTEIN TRUST was the sole surviving beneficiary of the Policy.”

ANSWER:

Deny. That the drumbeat of false statements continues with this claim that tries to pepper the record again and again with this False Statement asserted as fact as to who the legal beneficiaries on the Lost or Suppressed Policy are.

That the alleged Primary and Contingent beneficiaries are not proven to be the BERNSTEIN TRUST or the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95 but instead according to HERITAGE the beneficiaries of the Lost or Suppressed Policy are, “LaSalle National Trust, N.A.” as the Primary beneficiary and the “SIMON BERNSTEIN TRUST, N.A.,” as the alleged Contingent Beneficiary and no matter how many times the Amended Complaint tries to pound this misstatement that the “BERNSTEIN TRUST” was the sole beneficiary at the time of SIMON’S death into the record as a fact, it in fact fails to prove the claim, as no valid binding contract can be fact checked to prove the assertion and the carriers records indicate it is not even listed as contingent beneficiary.

That since the “Chicago Title Land Trust Company,” as Successor to “LaSalle National Trust, N.A.” **still exists and is surviving** and located at 10 South LaSalle Street, Suite 2750 Chicago, Illinois 60603, it appears that BERNSTEIN TRUST is not the “sole surviving beneficiary” as falsely claimed by A. SIMON and therefore the Contingent Beneficiary being the Lost or Suppressed Trust would then be moot at this time.

That it appears that no searches were conducted of SIMON’S possessions for the “SIMON BERNSTEIN TRUST, N.A.” or with any party to find the alleged named Contingent Beneficiary on the Lost or Suppressed Policy according to HERITAGE.

34. “34. Following the death of Simon Bernstein, neither an executed original of the BERNSTEIN TRUST Agreement nor an executed copy could be located by Simon Bernstein’s family members.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

35. "35. Neither an executed original nor an executed copy of the BERNSTEIN TRUST

Agreement has been located after diligent searches conducted as follows:

- i) Ted Bernstein and other Bernstein family members of Simon Bernstein's home and business office;
- ii) the law offices of Tescher and Spallina, Simon Bernstein's counsel in Palm Beach County, Florida,
- iii) the offices of Foley and Lardner (successor to Hopkins and Sutter) in Chicago, IL; and
- iv) the offices of The Simon Law Firm.

ANSWER:

Deny. That allegedly a series of searches was done for the Lost or Suppressed Policy and the Lost or Suppressed Trust and one wonders first why THEODORE and other unknown Bernstein family members would search SIMON'S home and business office POST MORTEM and why this search was not conducted by the ALLEGED Personal Representative / Executor, defendants SPALLINA and TESCHER, who did not conduct this search of SIMON'S home and office records.

That SPALLINA let others search the files of SIMON whose interests in suppressing and denying information to benefit themselves at the expense of others is evident, especially where THEODORE and P. SIMON have no interests in the Estate or Trusts of SIMON after being wholly disinherited.

That further the searches of SIMON'S home and office were conducted without ELIOT'S knowledge or invitation to participate or witness and were in fact secreted from him until he learned they were claiming both the insurance contract and trusts were lost after their exhaustive search and no copies of it existed.

That in fact, on the night ELIOT'S father SIMON passed away, a one, Rachel Walker, assistant to SIMON, removed from SIMON'S home, directed by THEODORE, minutes after SIMON was pronounced dead, a large amount of files from the home of SIMON, including many estate documents and she brought them to the hospital to THEODORE minutes after SIMON was pronounced dead.

That these documents stolen off the Estate were never accounted for and remain missing and when ELIOT requested copies from both THEODORE and SPALLINA he was refused.

That for more on that factual account of events of that night, please see ELIOT'S first Petition in the Estate of SIMON and SHIRLEY with the Florida Probate Courts of Hon. Judge Martin H. Colin and Hon. Judge David E. French, Titled **"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 ESTATES OF SIMON/SHIRLEY BERNSTEIN AND MORE"** @

- www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and

- www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York case before The Most Honorable Shira A. Scheindlin. Pages 156-582.

That a search then was conducted of the law firm defendant Tescher & Spallina, P.A. and one must wonder how and why if SPALLINA claims he did not ever see or have possession of the Lost or Suppressed Trust or the Lost or Suppressed Policy why a search would be conducted at his offices at all.

That from an email exhibited below from SPALLINA, one can see he claims allegedly to never have seen the Lost or Suppressed Trust or Policy but then in fact claims he knew of it and knew who the beneficiaries were to be and as the Attorney at Law who did the estate plans of SIMON he then took no steps to protect the Beneficiaries by securing the Lost or Suppressed Policy and the Lost or Suppressed Trust or have SIMON write a letter stating who the Beneficiaries were or any other steps necessary to insure the beneficiary designations as are the duties of a qualified estate planning attorney.

That since SPALLINA did not allegedly possess the Lost or Suppressed Trust and Lost or Suppressed Policy, the Beneficiaries he claims to have known about that SIMON allegedly told him, were then not protected in the estate plan he drafted and executed for SIMON and SHIRLEY in 2008 or when he did the alleged Will of SIMON and alleged Amended & Restated Trust of SIMON he claims to have done only days before SIMON'S death in 2012. So allegedly for 4 years of knowing that he did not have proof of beneficial interests in an estate asset, he did absolutely nothing to protect the beneficiaries he claims SIMON told him.

That the alleged Will of SIMON and the alleged Amended and Restated Trust of SIMON done in 2012 have been formally challenged in the Probate court as allegedly Fraudulent and

obtained under physical and emotional duress and other problems in the drafting, executing and notarizations.

That SPALLINA and TESCHER'S failure to properly document the beneficiaries of the trusts and an insurance policy they claim to have knowledge of indicates a mass of liabilities caused by this failure that have led to this circus of Fraud in and upon this Court, Fraud on an Insurance Carrier, Fraud on ELIOT and Fraud on the True and Proper Beneficiaries, which are all directly related to SPALLINA and TESCHER'S incompetent or purposeful criminal actions in failing to protect the True and Proper Beneficiaries. From SPALLINA'S email, ELIOT quotes,

From: Robert Spallina
To: Pam Simon
Cc: Eliot Bernstein; Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Christine P. Yates ~ Director @ Tripp Scott
Subject: Re: Heritage Policy
Date: Friday, February 8, 2013 8:41:25 PM

The law does not REQUIRE a trust to pay proceeds. The terms of lost wills and trusts are routinely proved up through parole evidence. The lawyer I spoke with at Heritage told me that this happens once every ten days and the estate is rarely if ever the beneficiary of the proceeds on a lost trust instrument. I have NEVER heard of proceeds being paid to the probate court.

Your father changed himself to the owner of the policy because he wanted to have the RIGHT to change beneficiaries **despite the fact that it causes inclusion of the proceeds in his estate for estate tax purposes. Very near to his death he requested beneficiary change forms but never actually changed the beneficiaries. I will give you one guess who he thought of including and it was none of his grandchildren. I counseled him not to do this and the form was never executed. [Emphasis Added]**

As for your father's intent, that is the most important thing and the court will always look to carry that out. The fact that he changed his dispositive documents to include only his grandchildren lends credibility to the fact that he intended that the insurance proceeds would go to his five children. He knew that the trust provided for his children some of whom he knew needed the money. Additionally we had a conference call prior to his death with all of you where he discussed his plans regarding his estate and your mother's estate with all of you.

This should be of no surprise to anyone. Bottom line is that we do not need to have the trust for the carrier to pay the proceeds. The carrier is looking for a court order to pay them to a successor trustee who will distribute them among the beneficiaries.

I do not and have never had a copy of the policy.
[Emphasis Added]

Lets stop making this more difficult than it is. Your father told me that the trust provided that the proceeds were going to his children. Pam saw him execute the trust with the same attorney that prepared her own trust a copy of which I have and will offer up to fill in the boilerplate provisions. We have an SS-4 signed by your mother to obtain the EIN. There is not one shred of evidence that the trust was terminated which is the only circumstance that would require payment of the proceeds to the estate.

The fact that your father requested change forms prior to death and didn't execute them speaks to the existence of the trust and that he intended that you all receive an equal share of the proceeds.

I hope that this helps to guide you and unite you in your decision.

Have a nice weekend.
Sent from my iPhone

That SPALLINA'S email above reveals and insurance company records provided in JACKSON'S discovery documents support the claim that SIMON was requesting change of Beneficiaries form very near the time of his death but ELIOT is unclear who he was changing it to, as SPALLINA fails to identify the party(ies) he "counseled" SIMON not to change the Beneficiaries to.

That the law offices of Foley & Lardner LLP were then searched but apparently no copies of the executed Lost or Suppressed Trust or copies of it appear to have been located, as they appear to have vanished into thin air with no copies or evidence of its existence left according to the Amended Complaint?

That on information and belief, Foley & Lardner may have claimed to have sent all the documents to Proskauer Rose LLP who also claimed to not have executed copies or originals in their records.

That Proskauer's Albert Gortz further stated to SPALLINA that Proskauer had fired SIMON as client after doing alleged estate planning work.

That why did Plaintiffs not have Albert Gortz or attorneys from Foley & Lardner / Hopkins Sutter come to testify as to what the Lost or Suppressed Trust and Lost stated as they were in possession of the documents and drafted them.

That the reason ELIOT believes Albert Gortz and Proskauer was omitted is because both Foley & Lardner LLP and Proskauer Rose LLP are the two main alleged perpetrators of the theft of ELIOT and SIMON'S Intellectual Properties that have an estimated value in the TRILLIONS of dollars, as they have profoundly changed the world and have been quoted by leading engineers as "The Holy Grail" of the Internet and "Digital Electricity" and more.

That Albert Gortz of Proskauer was the first Attorney in the Proskauer firm to learn of the inventions, ground floor and then directed and worked with others to convert ELIOT'S inventions as their own.

That the final search for the Lost or Suppressed Trust and Lost or Suppressed Policy according to defendant A. SIMON'S statement in the Amended Complaint was conducted in his very own law firm, defendant The Simon Law Firm, that is located inside the offices of defendant P. SIMON'S companies.

That The Simon Law Firm's offices are located within companies started by SIMON that P. SIMON received from SIMON worth millions of dollars in exchange for her rights to any later inheritances and partially why she was wholly excluded from the Estates and Trusts of both SIMON and SHIRLEY.

That this search of A. SIMON'S law firm further supports ELIOT'S claims in his
"MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM

LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL”

www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf filed with this Court that defendants, The Simon Law Firm, A. SIMON and D. SIMON, cannot represent these matters for any parties, due to their financial interest with the matters and their adverse interests.

That the search of their offices shows further that they have firsthand knowledge and involvement in these matters beyond those that independent counsel would have and therefore will be deposed and called as material and fact witnesses to where and what they searched in their offices and where and why the documents have disappeared to.

That as alleged administrators of the VEBA, under the alleged company they are counsel too, National Service Association (“NSA”), The Simon Law Firm is alleged to have had copies of the Lost or Suppressed Policy and the Lost or Suppressed Trust.

That ELIOT states that A. SIMON, D. SIMON, P. SIMON and The Simon Law Firm have direct financial interests in suppressing the Lost or Suppressed Trust and the Lost or Suppressed Policy, which if successful in suppressing these contracts may inure benefits directly to their family members and their law firm that make it prohibitive of A. SIMON to further represent any parties in this Lawsuit without bias, other than himself as a Pro Se defendant.

36. “36. As set forth above, Plaintiffs have provided HERITAGE with due proof of the death of Simon Bernstein which occurred on September 13, 2012.”

ANSWER:

Deny. This statement is also incorrect as none of the Plaintiffs provided HERITAGE with due proof of death, as defendant Attorney at Law SPALLINA and his legal assistant / notary public MORAN provided this information to HERITAGE and they are not Plaintiffs in these matters.

That ELIOT has evidenced already in prior pleadings that MORAN has been arrested and admitted to FORGING and FRAUDULENTLY NOTARIZING six separate signatures for six separate people on six separate documents that were then posited in the Probate court by defendants, SPALLINA, TESCHER and their law firm Tescher & Spallina P.A. on behalf of a Deceased SIMON who acted as Personal Representative / Executor while DECEASED, as if alive, to serve documents to the Probate court in another Fraud on the Court under Hon. Judge Martin H. Colin, leading Judge Colin when discovering that a Fraud on his Court had occurred, to state he had enough to read Attorneys at Law, SPALLINA, TESCHER and Mark Manceri and THEODORE their Miranda Warnings, twice, for the crimes he discovered took place in his courtroom and were admitted to in part at the hearing.

37. “WHEREFORE, PLAINTIFF, the BERNSTEIN TRUST prays for an Order entering a declaratory judgment as follows:

a) declaring that the original BERNSTEIN TRUST was lost and after a diligent search cannot be located;

b) declaring that the BERNSTEIN TRUST Agreement was executed and established by Simon Bernstein on or about June 21, 1995;

- c) declaring that the beneficiaries of the BERNSTEIN TRUST are the five children of Simon Bernstein;
- d) declaring that Ted Bernstein, is authorized to act as Trustee of the BERNSTEIN TRUST because the initial trustee, Shirley Bernstein, predeceased Simon Bernstein;
- e) declaring that the BERNSTEIN TRUST is the sole surviving beneficiary of the Policy;
- f) declaring that the BERNSTEIN TRUST is entitled to the proceeds placed on deposit by HERITAGE with the Registry of the Court;
- g) ordering the Registry of the Court to release all of the proceeds on deposit to the BERNSTEIN TRUST; and
- h) for such other relief as this court may deem just and proper.”

ANSWER:

Deny Relief. That this Court should deny all relief requested and instead report all those involved in this Insurance Fraud Scheme and Fraud on a US Federal Court to the proper criminal authorities for investigation both State and Federal for the crimes that Prima Facie evidence has been presented herein and in ELIOT’S prior pleadings.

That all prayers for relief from Plaintiffs should rest on deaf ears and this Court in no way should order or consider any pleadings filed steeped in False Statements with premises that do not make sound legal argument and conclusions and therefore refuse to let this Court be host any longer to the Fraud this Lawsuit attempts to use it for.

COUNT III RESULTING TRUST

- 38. “38. Pleading in the alternative, the executed original of the BERNSTEIN TRUST Agreement has been lost and after a diligent search as detailed above by the executors,

trustee and attorneys of Simon Bernstein's estate and by Ted Bernstein, and others, its whereabouts remain unknown.”

ANSWER:

Deny. ELIOT claims if the Lost or Suppressed Trust and Lost or Suppressed Policy are in fact lost and the Trustees and Beneficiaries therefore are not known, then despite Plaintiffs' efforts to claim they now suddenly know as fact who the Beneficiaries and Trustees were does not really matter as when the beneficiaries of a policy are lost or missing at the time of death of the insured the benefits are legally to be paid to the Insured.

That under Florida law, if the beneficiary of a life insurance policy is not in existence at the time of the insured's death, the policy is payable to the insured, and thus, in this case, the insured's Estate. Harris v. Byard, 501 So.2d 730, 12 Fla. L. Weekly 429.

That this would then establish that the True and Proper Beneficiaries of the Lost or Suppressed Policy would be the Estate Beneficiaries and not the children of SIMON, despite what percentage of them believe they are beneficiaries based on superficial evidence and false claims stated in the Amended Complaint.

39. “39. Plaintiffs have presented HERITAGE with due proof of Simon Bernstein's death, and Plaintiff has provided unexecuted drafts of the BERNSTEIN TRUST Agreement to HERITAGE.”

ANSWER:

Deny. That ELIOT states that this “unexecuted draft” of the NONEXISTENT Lost or Suppressed trust is a further hoax, as the trust was done by law firm Hopkins & Sutter and drafts created by their Law Firm, as mentioned earlier, would be identifiable and the draft submitted as part of the Plaintiffs alleged “proof” offers very little in legal proof of anything,

as it has no author, no dates, no executed signatures and could have been done the morning it was sent to this Court by A. SIMON.

That this UNIDENTIFIED, UN-AUTHORED, UNDATED, UNEXECUTED, ALLEGED DRAFTS prove nothing but possibly further Fraud on the Court and the True and Proper Beneficiaries of the Lost or Suppressed Policy and Lost or Suppressed Trust.

That suddenly, UNIDENTIFIED, UN-AUTHORED, UNDATED, UNEXECUTED, ALLEGED DRAFTS are produced for this Lawsuit that were not submitted to HERITAGE or others when the fraudulent insurance claim was filed by SPALLINA and when HERITAGE requested proof.

That if Plaintiffs had this alleged parole evidence all along they not submit it to the carrier for approval to prove their fraudulently applied for claim as they now try and claim and instead chose to ignore HERITAGE'S demands for proof of beneficial interest and trusteeship, they not seek a Probate court approval of these newly manufactured documents and they did they not submit them when they filed the Original Complaint. Now suddenly in this Amended Complaint they attempt to claim that these documents that were inserted into the record for the first time in their Rule 26 disclosure documents to this Court were given to HERITAGE as part of the fraudulent claim form SPALLINA submitted.

That HERITAGE'S rule 26 disclosure documents do not evidence that these documents were ever tendered to them as proof of beneficial interest and in fact were told all the trust documents were lost and did not exist.

That instead of proving their beneficial interests or get a Probate court order when HERITAGE demanded such proof, Plaintiffs instead favored using this Court as host to a new fraud in efforts to thwart the insurance claim form process and the requests from

HERITAGE to prove the beneficial interests or seek a court order, which were necessary for HERITAGE to pay a legal claim to any party.

That when filing this Lawsuit they did not include these UNIDENTIFIED, UN-AUTHORED, UNDATED, UNEXECUTED, ALLEGED DRAFTS as exhibits to show legal standing and did not produce them as stated in the Amended Complaint to HERITAGE as proof of anything as they did not appear in the record until this Court demanded something be produced in a September 25, 2013 hearing, long after the HERITAGE claim was denied. That in fact, it appears that the UNIDENTIFIED, UN-AUTHORED, UNDATED, UNEXECUTED, ALLEGED DRAFTS were never sent to HERITAGE and were sent instead to JACKSON as part of production.

These UNIDENTIFIED, UN-AUTHORED, UNDATED, UNEXECUTED, ALLEGED DRAFTS parole evidence submitted are basically worthless other than as further evidence of alleged, INSURANCE FRAUD, FRAUD ON THE BENEFICIARIES OF THE ESTATE OF SIMON, FRAUD ON A US FEDERAL COURT AND MAIL AND WIRE FRAUD.

40. “40. Plaintiffs have also provided HERITAGE with other evidence of the BERNSTEIN TRUST’S existence including a document signed by Simon Bernstein that designated the BERNSTEIN TRUST as the ultimate beneficiary of the Policy proceeds upon his death.”

ANSWER:

Deny. That no evidence produced obviously met the tests to pay the proceeds on SPALLINA’S fraudulent insurance claim after review of the “other evidence” submitted to HERITAGE.

41. “41. At all relevant times and beginning on or about June 21, 1995, Simon Bernstein expressed his intent that (i) the BERNSTEIN TRUST was to be the ultimate beneficiary of

the life insurance proceeds; and (ii) the beneficiaries of the BERNSTEIN TRUST were to be the children of Simon Bernstein.”

ANSWER:

Deny. That this statement of intent is stated with force and authority by A. SIMON, yet whom did SIMON express this intent to, as it was not to his estate planners who would have then secured the trust or documented evidence of his intent or have mass exposure for their lack of duty and care.

That this alleged intent of SIMON was not expressed to HERITAGE in 2012, as even when sent a letter to confirm the Primary and Contingent Beneficiaries evidenced already herein, SIMON did not make any changes in reply to those now claimed by HERITAGE, which do not match Plaintiffs claims that the Lost or Suppressed Trust is the contingent beneficiary.

That to attempt to establish the beneficiary of the Lost or Suppressed Trust, a few cherry picked or created documents were produced by A. SIMON and TED that attempt to support their claim that the beneficiary on the Lost or Suppressed Policy was changed to the Lost or Suppressed Trust in 1995. Yet, in JACKSON’S discovery documents produced thus far, Bates # JCK000110 evidence is found that SIMON was sent a letter April 23, 2010, which was confirming the beneficiaries of the Policy and stated,

“Dear Simon Bernstein: Thank you for contacting Heritage Union Life Insurance Company. Our records indicate the following beneficiary designation for the above referenced contract number:
Primary Beneficiary/Beneficiaries: LaSalle National Trust, N.A.
Contingent Beneficiary/Beneficiaries: Simon Bernstein Trust, N.A.

Where there is no further record from SIMON disputing this beneficiary designation with the carrier after receiving the letter.

42. “42. Upon the death of Simon Bernstein, the right to the Policy proceeds immediately vested in the beneficiary of the Policy.”

ANSWER:

ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

43. “43. At the time of Simon Bernstein’s death, the beneficiary of the Policy was the BERNSTEIN TRUST.”

ANSWER:

Deny. That this is not factually correct as the Primary Beneficiary of the Lost or Suppressed Policy at the time of SIMON’S death was factually according to HERITAGE, allegedly “LaSalle National Trust, N.A.” as Primary and the Contingent was “Simon Bernstein Trust, N.A.” at the time of his death.

That the beneficiary on the Lost or Suppressed Policy is NOT the BERNSTEIN TRUST aka SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95” as A. SIMON falsely asserts as fact.

That with no actual executed insurance policy contract to fact check these claims, it will be virtually impossible to make any claims of who the named legal beneficiaries stated on the NONEXISTENT Lost or Suppressed Policy are.

44. “44. If an express trust cannot be established, then this court must enforce Simon Bernstein’s intent that the BERNSTEIN TRUST be the beneficiary of the Policy; and therefore upon the

death of Simon Bernstein the rights to the Policy proceeds immediately vested in a resulting trust in favor of the five children of Simon Bernstein.”

ANSWER:

Deny. That if an express trust cannot be established then no beneficiary exists at the time of the Insured’s death, then according to Law, this Court must demand the money be paid to the Estate of the Insured by HERITAGE, not this Court and legally this Court’s decision has nothing to do with the intent of SIMON, which cannot be proven.

That again, still more confounding to this false premise regarding the contingent beneficiary is the fact that the Primary Beneficiary exists and has obligations and records and must be Joined by this Court instantly as an indispensable party to review their records and find why they have not responded to service as learned in the January 13, 2014 Hearing before Your Honor. Service evasion by Attorneys at Law seems to happening a lot in this case but an INSTITUTIONAL TRUST COMPANY now dodging service, when it is mainly a company composed of lawyers and contracted law firms is remarkable to say the least.

That efforts have been made in this Amended Complaint to run a “Three Card Monte” of “Now You See it Now You Don’t” illusionary claims, one of the most magical is the attempt to focus your attention away from the Primary Beneficiary and misdirect the Court to the Contingent Beneficiary by magically asserting that “LaSalle National Trust, N.A.” vanished into thin air when “Bank of America, N.A.” acquired them, poof.

That this Court must make the existing Primary Beneficiary magically reappear and cite those Attorneys at Law that advanced these false claims regarding LaSalle National Trust, N.A. with NO FACT CHECKING or perhaps intentionally concealing and misrepresenting what happened to them to this Court, in efforts to continue the ongoing frauds to convert the

benefits illegally through these false and misleading statements of fact regarding the Primary Beneficiary.

That ELIOT states if this Court dislikes reading these Pro Se, Inventor/Poet poetic justice pleadings that suffer from legalese, as much as ELIOT HATES writing them, then wave your magic wand and return us to reality, give these fake and fraudulent documents and lawsuit scheme no further ado.

45. “45. Upon information and belief, Bank of America, N.A., as successor Trustee of the VEBA to LaSalle National Trust, N.A., has disclaimed any interest in the Policy.”

ANSWER:

Deny. That A. SIMON did not check his alleged facts before putting “Bank of America, N.A.” as successor to LaSalle National Trust, N.A. into the mix of parties in their Lawsuit, intentionally concealing that LaSalle National Trust, N.A. is still the alleged legal and active Primary Beneficiary of the Lost or Suppressed Policy.

That this statement is a smoke and mirror illusion of words that are both untrue and carefully crafted to sell a story to this Court that the death benefit should be paid to THEODORE or SPALLINA and then distributed to THEODORE and P. SIMON per their intent and desires, NOT SIMON’S, as SIMON had wholly disinherited THEODORE and P. SIMON from his Estate and Trusts. SIMON having been in the insurance business for most of his life would have made his intentions clear and this is why ELIOT alleges the documents that would make his intentions clear are purposely being denied and suppressed to change those intentions to benefit PLAINTIFFS.

46. “46. In any case, the VEBA terminated in 1998 simultaneously with the dissolution of S.B. Lexington, Inc.”

ANSWER:

That ELIOT lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

47. “47. The primary beneficiary of the Policy named at the time of Simon Bernstein’s death was LaSalle National Trust, N.A. as “Trustee” of the VEBA.”

ANSWER:

Deny. That ELIOT may actually agree with this statement, except ELIOT like Your Honor cannot see the Policy to confirm or deny this statement with authority, as it is Lost or Suppressed or Denied and ELIOT will let Your Honor pick a card on how to proceed when the contract necessary to prove such claim is lost or suppressed.

48. “48. LaSalle National Trust, N.A., was the last acting Trustee of the VEBA and was named beneficiary of the Policy in its capacity as Trustee of the VEBA.”

ANSWER:

Deny. That Eliot states that “LaSalle National Trust, N.A.” was and IS still acting as Trustee when the insurance claim was filed on their behalf by SPALLINA who impersonated the INSTITUTIONAL TRUST COMPANY “LaSalle National Trust, N.A.” at SPALLINA’S address and place of business and further impersonated himself as an OFFICER / TRUSTEE of “LaSalle National Trust, N.A.” as already defined herein.

That ELIOT does not believe that A. SIMON’S alleged information and belief that “Bank of America, N.A.” is the Successor to “LaSalle National Trust, N.A.” is true and instead another intentional attempt to mislead this Court and others from the fact that “Chicago Title Land Trust Company” appears as Successor to “LaSalle National Trust, N.A.” currently and actively, which is located at 10 South LaSalle Street, Suite 2750 Chicago, Illinois 60603 and

no listing at SPALLINA'S address appears in any records search conducted by ELIOT for this INSTITUTIONAL TRUST COMPANY, "Chicago Title Land Trust Company" or LaSalle National Trust, N.A.

That this may impart that not only did SPALLINA commit INSTITUTIONAL TRUST COMPANY FRAUD by impersonating "LaSalle National Trust, N.A." but that he may have also committed INSTITUTIONAL TRUST COMPANY FRAUD on not only LaSalle National Trust, N.A. but also Chicago Title Land Trust Company the current Successor Trustee of LaSalle National Trust, N.A. by acting as a TRUSTEE of "LaSalle National Trust, N.A." that "Chicago Title Land Trust Company" is the Successor to.

That A. SIMON tries to advance this false statement that "Bank of America, N.A." was successor when a simple records search would have afforded him the same information about "Chicago Title Land Trust Company" as successor, again making this Amended Complaint a further abuse of process and a house of cards of fraud.

That this Court should further act on its own Motion to Join under Federal Rule 19, LaSalle National Trust, N.A. and its Successor Chicago Title Land Trust Company to this action as indispensable parties that have been concealed from the Court and ELIOT, through False Statements in the pleadings, with intent and scienter to mislead this Court and others that it no longer exists.

49. "49. As set forth above, the VEBA no longer exists, and the ex-Trustee of the dissolved trust, and upon information and belief, Bank Of America, N.A., as successor to LaSalle National Trust, N.A. has disclaimed any interest in the Policy."

ANSWER:

Deny. That ELIOT states here we go again with on information and belief and this Court and ELIOT must have a lot of faith in magic for if Bank of America, N.A. has disclaimed interest in a Lost or Suppressed Policy that they have nothing to do with, then ELIOT is unclear what kind of parole evidence this is, other than as a useless claim that a non-interested party has no interest in the matters before the Court. Bank of America, N.A. may have disclaimed any interest in the Lost or Suppressed Policy, the question is did they make that statement acting in a false fiduciary capacity as Successor Trustee to LaSalle National Trust, N.A. as the Amended Complaint attempts to claim.

50. “50. As set forth herein, Plaintiff has established that it is immediately entitled to the life insurance proceeds HERITAGE deposited with the Registry of the Court.”

ANSWER:

Deny. That ELIOT states this statement is merely conjecture as there is nothing legally valid in the Amended Complaint to prove Plaintiffs should receive the benefits as it is made mainly of knowingly False Statements of Fact made in an Official Proceeding by an Officer of this Court, A. SIMON while representing these claims while having adverse interests and conflicts as counsel and whom is also a Defendant in the matters.

That this patchwork effort to now amend their Original Complaint in order to craft further False Statements of Fact into the record and further attempt to cover up evidence of the fraudulent insurance claim that the Lawsuit is based on and now attempt to put forth evidence that has suddenly and magically appeared, to enhance their Original Complaint’s legal deficiencies and plug the holes by attempting to change their original statements. Contrary to their claims in their Motion to Seek Leave to Amend that states,

“6. Plaintiff seeks leave of the court to file its first amended complaint to add four of the beneficiaries (children of Simon Bernstein) as Plaintiffs and to add two additional claims and/or theories of recovery”

the Court, after review of the proposed amendments to the Original Complaint, will see that this is not all what they are trying to do in the Amended Complaint but that they are factually trying to change the pleading in significant other ways defined herein to pepper the record with False and Misleading statements to further an ongoing and continuing fraud against the True and Proper Beneficiaries of the Estate of SIMON and to intentionally defy his last wishes and intents to favor, including but not limited to, A. SIMON, D. SIMON, THEODORE and P. SIMON.

51. “51. Alternatively, by virtue of the facts alleged herein, HERITAGE held the Policy proceeds in a resulting trust for the benefit of the children of Simon Bernstein and since HERITAGE deposited the Policy proceeds the Registry, the Registry now holds the Policy proceeds in a resulting trust for the benefit of the children of Simon Bernstein.”

ANSWER:

Deny. That ELIOT again states that this Court return the money to HERITAGE immediately as it was paid under no certain legal terms to the Court and was not held for the benefit of the children of Simon by HERITAGE and instead was held for the benefit of the legally qualified beneficiaries, which still needs to be determined by HERITAGE and not this Court.

That ELIOT wonders how the insurance carriers have lost the policy but on information and belief the Lost or Suppressed Policy and all copies may have been removed from the

records of HERITAGE and SIMON'S records and are being suppressed and denied at this time by Plaintiffs and others involved in this scheme.

That in fact, a good place to start looking for the Policy would be for this Court to haul in SPALLINA and P. SIMON and demand to know what they meant when they stated they had a "friendly" carrier willing to pay swiftly with no fact checking a death benefit claim without a policy or trust to their proposed SAMR scheme and who very well may have had access to the records of HERITAGE'S Lost or Suppressed Policy and may be the parties responsible for removing the policy from the records with intent.

That just who are the friends at the friendly carrier HERITAGE or Capital Bankers Life and just how friendly are they and with whom and again this Court may have to haul them all in for questioning or turn them over to criminal authorities for questioning, for ELIOT is certain that removing insurance policy records from a carrier violates a few felony statutes of State and Federal Law.

That this Court must question if JACKSON has started an insurance fraud investigation already on the fraudulent insurance claim form submitted by SPALLINA.

That this Court must question if JACKSON, HERITAGE and RALIC have searched for the whereabouts of the Lost or Suppressed Policy and its contract terms.

That this Court must question why JACKSON has rushed to pay this Court's Registry on a NONEXISTENT LOST OR SUPPRESSED POLICY before knowing the exact payment terms elected by SIMON in the legal binding insurance contract.

That JACKSON'S claim in the January 13, 2014 Hearing that they had no "horse/pony in this race" or "dog in this fight" or words to that effect, is factually not the case, as one would state they have a big stake in finding out what and how the Lost or Suppressed Policy

became lost or suppressed and what their liabilities are for this loss and what the resulting damages to the True and Proper Beneficiaries is legally.

That ELIOT has not sued JACKSON or HERITAGE or RALIC at this point but without a legal binding contract that is proven in force at the time of SIMON'S death and factual assertions of what the actual contract states, ELIOT will seek leave to Amend and Add New Defendants and Interested Parties, including but not limited to,

- i. ANNUITY & LIFE REASSURANCE AMERICA, INC. - 1275 Sandusky Road
Jacksonville, IL 62650-1155.
- ii. Reassure America Life Insurance Company - 12750 Merit Drive Suite 500 Dallas,
TX 75251.
- iii. Heritage Union Life Insurance Company - PO Box 114 7, Jacksonville, Il. 62651-
1147.
- iv. Jackson National Life Insurance Company - 1 Corporate Way Lansing, MI 48951.
- v. Chicago Title Land Trust Company (part of the Fidelity National Financial family
of companies) - 10 South LaSalle Street, Suite 2750 Chicago, Illinois 60603.
- vi. LaSalle National Trust, N.A. - 10 South LaSalle Street, Suite 2750 Chicago,
Illinois 60603.

That ELIOT states that the Court should join all these parties as indispensable parties to this action.

That ELIOT suggests to Your Honor, prior to any dismissal from this Lawsuit of JACKSON or any party, force them in to the Courtroom to explain what exactly is going on with the Lost or Suppressed Policy and what they have done to protect their policyholders and the beneficiaries of the Lost or Suppressed Policy from the massive liabilities and

damages this is causing and demand to know what they have done procedurally to investigate what appears insurance fraud.

That JACKSON, nor any other party, should be allowed by this Court to leave this Lawsuit and certainly not just because they claim to have paid the alleged face amount of the Lost or Suppressed Policy and so their obligations are over, as at this point the value of the policy is still in question.

That from the piecemeal parole evidence submitted to this Court, ELIOT cannot figure out any of the terms of the Lost or Suppressed Policy and will definitely need to see a copy of the executed policy to determine if the correct amounts were paid to this Court, as the math appears in the parole evidence submitted not to add up.

52. “WHEREFORE, PLAINTIFFS pray for an Order as follows:

- a) finding that the Registry of the Court holds the Policy Proceeds in a Resulting Trust for the benefit of the five children of Simon Bernstein, Ted Bernstein, Pamela Simon, Eliot Ivan Bernstein, Jill Iantoni and Lisa Friedstein; and
- b) ordering the Registry of the Court to release all the proceeds on deposit to the Bernstein Trust or alternatively as follows: 1) twenty percent to Ted Bernstein; 2) twenty percent to Pam Simon; 3) twenty percent to Eliot Ivan Bernstein; 4) twenty percent to Jill Iantoni; 5) twenty percent to Lisa Friedstein
- c) and for such other relief as this court may deem just and proper.”

ANSWER:

Deny Relief. That PLAINTIFFS’ should pray to G-d that this Court does not wake up from the illusions of Wonderland steeped in fraud and call in the guards and haul them all off for the frauds described herein already and in prior pleadings and award ELIOT damages

sought. ELIOT has sought eight million dollars of damages, as the Lost or Suppressed Policy Appears to be \$2,000,000.00.

That since no policy has been provided to prove this amount for certain it is only an assumption at this time and since no beneficiaries can be claimed proven as that information appears suppressed and denied to intentionally deny the True and Proper Beneficiaries of the death benefits, ELIOT has concluded that the beneficiary may be him alone for two million or any of his children alone for the whole two million and thus since no one can legally prove otherwise these seem to be the extent of the damages caused by losing the policy and trusts from sloppy record keeping or alleged fraud by all of those involved in this frivolous Breach of Contract Lawsuit and responsible for these damages. Therefore, Eliot plus his children each could have been the sole beneficiary and thus each has been damaged for at least two million and thus 2 million times 4 is eight million dollars, which is the relief sought.

That ELIOT has sought more for pain and suffering and this macabre scene created has cost ELIOT and his family much grief and sadness and financial distress and when it is family like this, it is treble damages emotionally.

53. By: s/Adam M. Simon

Adam M. Simon (#6205304) 303 E. Wacker Drive, Suite 210
Chicago, IL 60601
Phone: 313-819-0730
Fax: 312-819-0773
E-Mail: asimon@chicagolaw.com
Attorneys for Plaintiffs and Third-Party Defendants
Simon L. Bernstein Irrevocable Insurance Trust Dtd 6/21/95; Ted Bernstein as Trustee, and
individually, Pamela Simon, Lisa Friedstein and Jill Iantoni

ANSWER:

Deny. That further A. SIMON'S claims to the Court in the Motion for Leave to Amend are untrue, for example the claim,

“There will be very little or no prejudice to the other parties to the litigation as this First Amended Complaint is being submitted with sufficient time left to conduct discovery, and the parties have already had time to initiate discovery because the new Plaintiffs are not new parties to the litigation.”

That the Amended Complaint does prejudice parties to this Lawsuit by attempting to pepper the record with a stream of further False Statements and alleged parole evidence submitted in Official proceedings and pled as statements of fact to this Court that are prejudicial as they are wholly false and misleading with intent.

That the Amended Complaint may also invoke the Probate Exception to Federal Jurisdiction in this matter and this Court may not be the proper venue to determine this matter. Whereby the proceeds paid to this Court by the carrier should instantly be returned to the carrier and the matter turned over to the Florida Probate court to rule on this life insurance claim as the beneficiary was lost and missing allegedly at the time of SIMON'S death.

That for the all the reasons stated herein ELIOT prays this Court STRIKE THE AMENDED COMPLAINT AND RULE A DEFAULT JUDGMENT IN FAVOR OF ELIOT DUE TO EVIDENCE OF, FRAUD ON A FEDERAL COURT, IMPERSONATION OF AN INSTITUTIONAL TRUST COMPANY, IMPERSONATION OF AN OFFICER OF AN INSTITUTIONAL TRUST COMPANY, IMPERSONATION OF TRUSTEES AND BENEFICIARIES OF A LOST TRUST, INSURANCE FRAUD, FRAUD ON

BENEFICIARIES OF SIMON'S ESTATE, IMPROPERLY FILED LEGAL PLEADINGS,
FALSE STATEMENTS TO A COURT AND MORE

Wherefore, for all the reasons stated herein, ELIOT prays this Court STRIKE the Amended Complaint and award a Default Judgment in favor of ELIOT and further Sanction and Report the Attorneys at Law involved for their violations of Attorney Conduct Codes and State and Federal Law. Award damages sustained to date and continuing in excess of at least EIGHT MILLION DOLLARS (\$8,000,000.00) as well as punitive damages, costs and attorney's fees and any other relief this Court deems just and proper.

Respectfully submitted,

/s/ Eliot Ivan Bernstein

Dated: Thursday, January 23, 2014

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

Certificate of Service

The undersigned certifies that a copy of the foregoing Answer and Cross Claim was served by ECF, and E-mail on Thursday, January 23, 2014 to the following parties:

Email

Robert L. Spallina, Esq. and
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq. and

Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein and
National Service Association, Inc. (of Florida) (“NSA”)
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com
Iantoni_jill@ne.bah.com

Pamela Beth Simon and
S.T.P. Enterprises, Inc.,
S.B. Lexington, Inc. Employee Death Benefit Trust,
SB Lexington, Inc.,
National Service Association, Inc. (of Illinois)
303 East Wacker Drive
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David B. Simon and
The Simon Law Firm
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Adam Simon and
The Simon Law Firm
General Counsel STP

303 East Wacker Drive
Suite 210
Chicago IL 60601-5210
asimon@stpcorp.com

/s/ Eliot Ivan Bernstein

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

**EXHIBIT 1 – MARK R. MANCERI WITHDRAWAL AS COUNSEL IN THE ESTATE
OF SIMON AND SHIRLEY BERNSTEIN AND WILLIAM STANSBURY CREDITOR
CLAIM.**

**IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA**

**PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB IY
DIVISION: COLIN**

**IN RE: ESTATE OF

 SIMON BERNSTEIN

 Deceased.**

MOTION TO WITHDRAW AS COUNSEL OF RECORD

COME NOW, Mark R. Manceri, Esq., and Mark R. Manceri, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration and hereby file this their Motion to Withdraw as Counsel of Record and in support thereof state, as follows:

1. MARK R. MANCERI, P.A. was retained by Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein (hereinafter the "Clients") to represent them in these proceedings.
2. MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. was the attorney responsible for rendering the legal services to the Clients.
3. Professional consideration(s) has arisen which prevent(s) the continued representation of the Clients.
4. The mailing and e-mail addresses and the telephone numbers of the Clients are as follows:

Donald R. Tescher, Co-Personal Representative, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: dtescher@tescherspallina.com; telephone number (561) 997-7008.

Robert L. Spallina, Co-Personal Representative, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: rspallina@tescherspallina.com; telephone number (561) 997-7008.

WHEREFORE, MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., hereby request that this Honorable Court enter an Order consistent with the relief requested herein allowing MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: 

Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 10th day of January, 2014.



Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq. (e-mail)
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

CIVIL DIVISION

Plaintiff,

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

vs.

**TED S. BERNSTEIN; DONALD TESCHER
and ROBERT SPALLINA, as Co-Personal
Representatives of the ESTATE OF SIMON
L. BERNSTEIN and as Co-Trustees of the
SHIRLEY BERNSTEIN TRUST AGREEMENT
dated May 20, 2008; LIC HOLDINGS, INC.;
ARBITRAGE INTERNATIONAL
MANAGEMENT, LLC, f/k/a ARBITRAGE
INTERNATIONAL HOLDINGS, LLC;
BERNSTEIN FAMILY REALTY, LLC,**

Defendants.

MOTION TO WITHDRAW AS COUNSEL OF RECORD

COME NOW, Mark R. Manceri, Esq., and Mark R. Manceri, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration and hereby file this their Motion to Withdraw as Counsel of Record and in support thereof state, as follows:

1. MARK R. MANCERI, P.A. was retained by Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty LLC (hereinafter the "Clients") to represent them in these proceedings.
2. MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. was the attorney responsible for rendering the legal services to the Clients.
3. Professional consideration(s) has arisen which prevent(s) the continued

representation of the Clients.

4. The mailing and e-mail addresses and the telephone numbers of the Clients are as follows:

Donald R. Tescher, Co-Personal Representative, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: dtescher@tescherspallina.com; telephone number (561) 997-7008.

Robert L. Spallina, Co-Personal Representative, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: rspallina@tescherspallina.com; telephone number (561) 997-7008.

Bernstein Family Realty, LLC, c/o Janet Craig, CTFA, Senior Vice President & Compliance Office, Oppenheimer Trust Company, 18 Columbia Turnpike, Florham Park, NJ 07932, e-mail: Janet.Craig@opco.com; telephone number (973) 245-4635..

WHEREFORE, MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., hereby request that this Honorable Court enter an Order consistent with the relief requested herein allowing MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives and
Bernstein Family Realty, LLC
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: 

Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 10th day of January, 2014.

Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

Donald R. Tescher, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA
Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932

**EXHIBIT 2 – DONALD TESCHER, ESQ. RESIGNATION AS COUNSEL IN ALL
BERNSTEIN RELATED MATTERS AND WITHDRAWAL AS PERSONAL
REPRESENTATIVE / EXECUTOR / TRUSTEE TO THE ESTATE OF SIMON
BERNSTEIN**

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
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TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,



DONALD R. TESCHER

DRT/km

cc: Alan Rose, Esq.

**EXHIBIT 3 – SPALLINA INSURANCE CLAIM SIGNED AS TRUSTEE OF THE LOST
OR SUPPRESSED TRUST.**

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
1055 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GAZDARI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUNN
KIMBERLY MORAN
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS

Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, FL 32251

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.


Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures



km = Kimberly
Moran

JCK001277

CLAIMANT STATEMENT
Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- An original certified death certificate showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- If the beneficiary is the Estate of the Insured, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- If the beneficiary is a trust, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- If the beneficiary is a minor, we will require evidence of court appointed guardianship of the Minor's Estate.
- If the policy is collaterally assigned, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- If the primary beneficiary(ies) is (are) deceased, we will require a death certificate for each deceased beneficiary.
- If the policy has a split dollar agreement associated with it, we will require a copy of said agreement.
- If the policy is subject to a Viatical or a Life Settlement transaction, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

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For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

CG98500-0002710

DECEDENT INFORMATION	
1. Name of Deceased (Last, First Middle) Bernstein, Simon Leon	2. Last 4 digits of Deceased's Social Security No: 5211
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nicknames, derivative form of first and/or middle name or an alias, please provide them below.	
4. Policy Number(s) 1009208	5. If policy is lost or not available, please explain. Unable to locate, policy is 30 years old
6. Deceased's Date of Death 04/13/12	7. Cause of Death natural causes
8. <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending	

CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section. Simon Bernstein Irrevocable Insurance Trust			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased	
17. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased	
28. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.
 CL 0912F Life Claimant Statement No. S.A.A. 1262-2011 Page 3

CLAIMANT STATEMENT

1-1-2008 09:00

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

[Signature] *Donna L REP TAVOSES* *11/1/12*
 Signature of Claimant and Title Date
 Signature of Second Claimant, if any, and Title Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

00000000 0002712

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, depose and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- The GST tax does not apply because the GST tax exemption will offset the GST tax.
- The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust Simon Bernstein Irrevocable Insurance Trust	Date of Trust Agreement 06/01/1995
Date of all Amendments	Trust Tax ID Number 65-4878966
Printed Name of Trustee(s) a Robert L. Spallina	Signature(s)
b	
c	
d	



Spallina signs as trustee = FRAUD



We will promptly review and evaluate the claim upon receipt of the required documents. A valid claim will include interest due and payable from the date of death at a rate of 10% if we do not pay the claim within 31 days from the latest of 1) the date that we receive proof of death, 2) the date we receive sufficient information to determine our liability and the appropriate beneficiary(ies) entitled to the proceeds; or 3) the date that any legal impediments are resolved.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Diane Henderson
Claims Manager

Enclosure(s): Life Claimant Statement No RAA

JCK001263

AWD History for Work object key 2012-10-04-10.36.59.016241T01

JLIFE - DTHCLM - CLLEGAL - CLIENT - Updateable

- 1009208 - - BERNSTEIN - SIMON - 19 - SRDC00014031

Social Security Num: [REDACTED] Policy Number: 1009208

Agent Number: [REDACTED] Insured's Last Name: BERNSTEIN

Printed on Tuesday, May 07, 2013 at 3:01:53PM

Queue: CLIENT
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Begin Date: 2013-01-17 Flags:
Begin Time: 16:49:34 DTM Job Name:
User Id: SMCDOJL DTM Return Code:
Workstation Id: DTM Task Name:
Business Area: DTM Next Task:
Type: End Date: 2013-01-17
Status: End Time: 16:49:34
Queue:
User Name: MCDONALD, JIM L
DTM Description:
Comments: Received a call from attorney Spallina. He wants to talk to in-house counsel about not filing dec action because of expense. Sent Jackson legal message to call me or Spallina. JLM

Begin Date: 2013-01-17 Flags: 0000NO
Begin Time: 16:47:32 DTM Job Name:
User Id: SMCDOJL DTM Return Code:
Workstation Id: DTM Task Name:
Business Area: JLIFE DTM Next Task:
Type: DTHCEM End Date: 2013-01-17
Status: CLREVIEW End Time: 16:48:22
Queue: CLIENT
User Name: MCDONALD, JIM L
DTM Description:
Comments:

Begin Date: 2013-01-15 Flags:
Begin Time: 11:50:00 DTM Job Name:
User Id: JWALKK DTM Return Code:
Workstation Id: DTM Task Name:
Business Area: DTM Next Task:
Type: End Date: 2013-01-15
Status: End Time: 11:50:00
Queue:
User Name: WALKER, KELLIE
DTM Description:
Comments: faxed client letter to Robert Spallina and advised of court order required..faxed to 561-997-7308

JCK001225

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936

Attn: Brec
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, FL 32231

Re: **Insured: Simon L. Bernstein**
Contract No.: 1009208

Dear Brec:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust.
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km
ROBERT L. SPALLINA

RLS/km

Enclosures

Kimberly Moran
authors.

Kimberly Moran
signs.

From (561) 997-7008
Kinoshy Moran
TESCHER & SPALLINA
4655 Technology Way
Suite 720
BOCA RATON, FL 33431

Origin ID: PHKA

FedEx
Express



J1221120200025

Ship Date: 21DEC12
ActWgt: 1.0 LB
CAD: 1544078/NET3300

Delivery Address Box Code



SHIP TO: (000) 625-0603

BILL SENDER

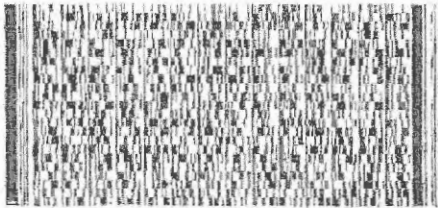
Claims Department
Heritage Union Life Insurance Compa
1275 Sandusky Road

JACKSONVILLE, IL 62651

Rel # Barnstein 11187.000
Invoice #
PO #
Dept #

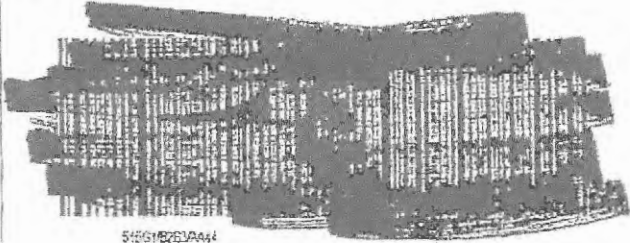
MON - 24 DEC AA
STANDARD OVERNIGHT

TRK# 7943 7521 3807
0281



SH SPIA

62651
IL-US
STL



5161MBZJAA4

JCK001308



**EXHIBIT 4 – LETTERS TO SPALLINA FROM HERITAGE ADDRESSED TO
SPALLINA AS LASALLE NATIONAL TRUST, N.A. C/O ROBERT SPALLINA
TRUSTEE**


LETTER 1 - HERITAGE TO SPALLINA AS TRUSTEE OF LASALLE NATIONAL TRUST, N.A., DATED OCTOBER 09, 2012

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

October 9, 2012

LASALLE NATIONAL TRUST N.A TRUSTEE
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431



Check out
Spallina's title at
LaSalle National
Trust N.A.

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09765315

Dear Trustee:

We are writing in response to your notification of the death of Simon Bernstein. Our sincere condolences go to the family for their loss.

In order to proceed with our review of the claim, we require the following items to be submitted:

- The enclosed Claimants Statement completed and signed by the named beneficiary. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- A certified death certificate. This should indicate cause of death, manner of death, date of birth and Social Security Number.
- Return the original policy – If the original policy cannot be located, please note on the Claimant Statement (Page 3, Item 4).
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.
- Letter of representation or written authorization signed by the beneficiary authorizing information to be released on the above referenced policy.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. A valid claim will include interest due and payable from the date of death at a rate of 10% if we do not pay the claim within 31 days from the latest of 1) the date that we receive proof of death, 2) the date we receive sufficient information to determine our liability and the appropriate beneficiary(ies) entitled to the proceeds; or 3) the date that any legal impediments are resolved.

If you have any questions, please call our office at 800-825-0005, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Diane Henderson
Claims Manager

Enclosure(s): Life Claimant Statement No RAA

JCK001263

CLAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

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For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle)		2. Last 4 digits of Deceased's Social Security No:	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s)		5. If policy is lost or not available, please explain:	
6. Deceased's Date of Death	7. Cause of Death	8. <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending	
CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number		16. Relationship to Deceased
17. I am filing this claim as:	<input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other		
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
CLAIMANT INFORMATION (to be completed by 2 nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number		27. Relationship to Deceased
28. I am filing this claim as:	<input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other		
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.

Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number
Printed Name of Trustee(s)	Signature(s)
a _____	_____
b _____	_____
c _____	_____
d _____	_____

Form 5313 09-2008
New York
TESCHER & SPALLINA
4655 Technology Way
Suite 130
BOCA RATON, FL 33491

Origin ID: P75A
FedEx
Express



SHIP TO: (800) 825-5801
BILL SODER
Claims Department
Heritage Union Life Insurance Co.
1275 SANDUSKY RD
JACKSONVILLE, IL 62650

File Date: 05/05/04
Actual Date:
CAL: 154071412310

Date: 05/05/04
Rate:
Invoice:
PO #:
Dept #:



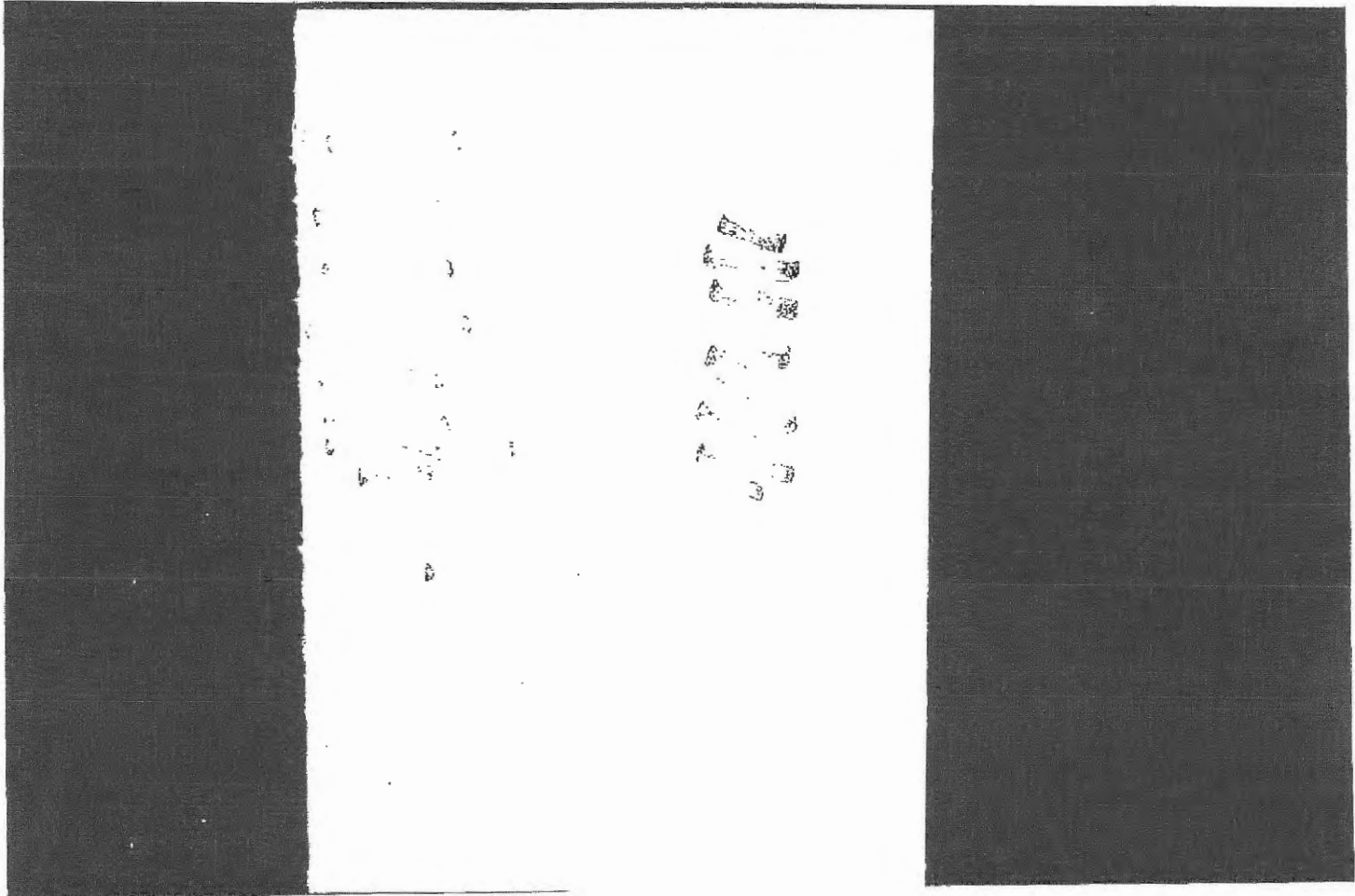
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LETTER 3 - HERITAGE TO SPALLINA AS TRUSTEE OF LASALLE NATIONAL TRUST,
N.A., DATED NOVEMBER 05, 2012

Heritage Union Life Insurance Company

PO Box 1147, Jacksonville, IL 62651-1147

Phone 800-825-0003 Fax 803-333-7842

Visit us at www.insurance-servicing.com

November 5, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09784754

Dear Trustee:

We have reviewed the material provided for consideration. This letter is to inform you that additional information is needed to continue our review.

The required items are:

- The enclosed Claimant Statement completed and signed by the named beneficiary. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

BREE H
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement RAA

JCK001281

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT
Reassure America Life Insurance Company

Mailing Address
PO BOX 1207
JACKSONVILLE IL 62651

Proof of Loss Part I

INSTRUCTIONS

The following items are required for all claims:

- An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle)		2. Last 4 digits of Deceased's Social Security No:	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s)		5. If policy is lost or not available, please explain:	
6. Deceased's Date of Death	7. Cause of Death	8. <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending	
CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased	
17. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
CLAIMANT INFORMATION (to be completed by 2 nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased	
28. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

YOUR SIGNATURE IS REQUIRED ON PAGE 6.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy.

Name of Settlement Option from Policy

If you DO NOT indicate a settlement option on the line above, a lump sum payment will be made as follows:

- Total amount payable of less than \$10,000 (from one or more policies) will be paid directly to the beneficiary(ies) by check.
- Total amount payable of \$10,000 or more may be placed in a KeepSafe Account in the beneficiary's name, giving you complete control and immediate access to all of your funds. See below for more information and State availability.
- Claims payable to a corporation, partnership, multiple trustees or estate will be paid by check.

CLAIMANT STATEMENT

KEEPSAFE ACCOUNT

The KeepSafe Account ("Account") is an interest bearing draft account set up in your name that provides immediate access to your funds. The draft account is like a checking account. The Account is designed to let your insurance benefit earn interest immediately and give you time to make the financial decisions that are best for you. The Northern Trust Bank administers the Account on Reassure America Life Insurance Company's ("Reassure") behalf and the funds supporting the Account are held within Reassure's general account.

- **Set-Up** - An information kit, draftbook (like a checkbook) and Supplemental Contract will be mailed to you. Payment of the total proceeds will be accomplished by delivery of the draftbook. Once the Account is established, no other settlement options are available.
- **Withdrawals and Deposits** - You may withdraw funds at any time by writing a draft (like writing a check) for any amount from \$250 up to the entire amount, including interest, for any purpose you wish. Deposits cannot be made by you into the Account.
- **Fees** - There are no monthly services charges or draft fees and no penalties for withdrawal. You will be charged a fee of \$10 per draft for insufficient funds, \$15 for each stop payment order, and \$50 for a wire transfer request.
- **Minimum Balance** - The Account will be closed automatically if the balance drops below \$1,000. The balance in the account will be sent to you by a check at the end of the month in which it is closed.
- **Statements** - Each month you will receive a statement showing current account balance, withdrawals, interest credited, and any other account activity.
- **Interest Rates** - Your Account starts earning interest the day it is established. Interest is compounded daily and credited to the Account at the end of the month and is available for withdrawal on the day after it has been credited. Accounts will earn a minimum guaranteed interest rate of 0.5%. However, no interest will be credited to an Account with a balance below \$2,500 or if an Account becomes dormant and is subject to unclaimed property laws. Your interest rate is determined monthly by Reassure using the 1-month national average CD rate as published by the Wall Street Journal in the BankRate.com section the last Wednesday of each month. The current crediting rate is 0.5%.
- **Taxation** - Interest earned on the Account may be taxable. It is recommended you consult a tax advisor.
- **Account safety** - Your money in the Account is backed by the assets of Reassure. This Account is not guaranteed by the FDIC. However, your funds are guaranteed by State Guaranty Associations, subject to certain limitations. To learn more, contact the National Organization of Life & Health Insurance Guaranty Associations at 703-481-5206 or www.nolhga.com.
- **Inactive dormant accounts** - Lack of customer-generated activity on the Account for more than a specified period of time may force the Account to be considered abandoned and subject to be reported as unclaimed property to your state. Customer-generated activity is automatically accomplished when you write a draft or update information on the Account such as your address or beneficiary.
- **Questions** - For further information about the Account, please call 1-800-678-6227 Monday through Friday, 7:30 A.M. - 4:30 P.M. CST.

The KeepSafe Account is not available if you are a resident of or the policy was issued in Alaska, Arkansas, Connecticut, Florida, Indiana, Kansas, Kentucky, Louisiana, Maryland, New Hampshire, New Jersey, North Carolina, and Rhode Island.

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.

Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number
Printed Name of Trustee(s)	Signature(s)
a _____	_____
b _____	_____
c _____	_____
d _____	_____

LETTER 3 - HERITAGE TO SPALLINA AS TRUSTEE OF LASALLE NATIONAL TRUST, N.A., DATED NOVEMBER 29, 2012

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and signed by the named beneficiary. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement No RAA

JCK001290

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT
Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle)		2. Last 4 digits of Deceased's Social Security No:	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s)		5. If policy is lost or not available, please explain:	
6. Deceased's Date of Death	7. Cause of Death	8. <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending	
CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number		16. Relationship to Deceased
17. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No
CLAIMANT INFORMATION (to be completed by 2 nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number		27. Relationship to Deceased
28. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.

Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number
Printed Name of Trustee(s)	Signature(s)
a _____	_____
b _____	_____
c _____	_____
d _____	_____

LETTER 4 - HERITAGE TO SPALLINA AS TRUSTEE OF LASALLE NATIONAL TRUST, N.A.,
DATED DECEMBER 07, 2012

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 7, 2012

LASALLE NATIONAL TRUST N.A.
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4355 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTRIN
Policy Number: 1009208
Correspondence Number: 09808194

Dear Trustee:

We have reviewed the material provided for consideration. This letter is to inform you that additional information is needed to continue our review.

The required items are:

- A **certified death certificate**. This should indicate cause of death, manner of death, date of birth and Social Security Number. We are not able to accept a death certificate with "pending" as the cause of death.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

Enclosure(s): IL Department of Insurance Notification

JCK001301

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.