

**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. )**

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

**Defendant. )**

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**HERITAGE UNION LIFE INSURANCE )**

**COMPANY, )**

**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. )**

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**Case No. 13-cv-03643**

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

**Reply to Response to Motion to  
Remove Counsel**

**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 BENEFICIARIES<sup>1</sup>:**

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<sup>1</sup> 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;**

**REPLY TO RESPONSE TO MOTION TO REMOVE COUNSEL**

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 (“S. BERNSTEIN”), a “Simon Bernstein Irrevocable Insurance Trust dtd. 6/21/95” (“Lost or Suppressed Trust”), a “Simon Bernstein Trust, N.A.” (“Lost or Suppressed Trust 2”) and the Estate and Trusts of S. BERNSTEIN, all parties related to these matters and makes the following “Reply to Response to Motion to Remove Counsel.”

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 Litigant<sup>2</sup>.

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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.

<sup>2</sup> Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991).” In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)”The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.” According to Rule 8(f) FRCP and the State Court which holds that all pleadings shall be construed to do substantial justice.

**REPLY TO RESPONSE TO MOTION TO REMOVE COUNSEL**

**ELIOT'S COMMENTS ON A. SIMON'S INTRODUCTION**

1. That A. SIMON claims,

Eliot Bernstein's ("ELIOT") Motion to Disqualify and Strike Pleadings highlights the importance of adherence to the Federal Rules of Civil Procedure and the Local Rules of the Northern District of Illinois. When a *pro se* or represented party files a motion that directly violates these rules, it prejudices the opposing party and makes a cogent response nearly impossible."

2. That this statement and the rest of A. SIMON'S reply does point out well the problems associated and acknowledged by the Courts of Pro Se Litigants, in particular where they may "directly" violate the rules that they are often unaware of and the Court can remedy and aid the Pro Se litigant as so stated in footnote 2 of the pleading. Where ELIOT is also unclear of what a nearly impossible cogent response means and what rules have been broken by ELIOT that so prejudice the opposing parties, as nothing is proffered as evidence of what makes it impossible to respond to and this appear a tactic to avoid answering the Motion's salient points against him.
3. That ELIOT states that while the problems of Pro Se pleadings are pled well by A. SIMON, there is NO EXCUSE for an Attorney at Law acting as an Officer of this Court to be violating a few pleading rules as ELIOT is and fraudulent and deficient pleadings, which are alleged to be part of an insurance fraud scheme and a fraud facilitated through this Court through violations of State and Federal Law. Where A. SIMON is the ringmaster of this circus before this Court, as the counsel who filed this fraudulent action. Where the violations of law in filing this lawsuit with no basis, no legal Plaintiff and no true cause of action, in

order to commit fraud, is the gravamen of ELIOT'S request of the Court to remove A. SIMON, not merely conflicts of interest or adverse interests or a violation of Federal Bar Codes of Conduct but for ALLEGED FELONY CRIMINAL VIOLATIONS OF STATE AND FEDERAL LAW.

4. That ELIOT states that A. SIMON can respond to the allegations alleged in his Response to the Motion to remove A. SIMON as counsel but he does not want to and would rather attack, quite rudely, ELIOT as a Pro Se Litigant as his primary defense.
5. That A. SIMON claims,

What makes ELIOT's motion even more difficult is that the motion contains reference what may be kernels of truth regarding certain alleged misconduct that appears to have occurred in the Probate proceedings in Palm Beach County, FL. The alleged misconduct appears to involve staff and/or attorneys at law the firm Tescher & Spallina. Donald Tescher and Robert Spallina were attorneys for Simon and Shirley Bernstein while they were living, and after their deaths, they were counsel for the Estates of Simon and Shirley Bernstein (the "Estate" or "Estates"[]).

6. That while acknowledging "kernels" of truth in ELIOT'S pleadings regarding the Estates of S. BERNSTEIN and his wife Shirley Bernstein ("SHIRLEY") the "kernels" refer to all of the following facts regarding criminal misconduct admitted and acknowledged thus far in the Probate proceedings, including but not limited to,
  - i. admitted and acknowledged FORGERY of S. BERNSTEIN'S signature POST MORTEM,
  - ii. admitted and acknowledged FORGERY of ELIOT'S signature,
  - iii. admitted and acknowledged FORGERY of four other signatures,

- iv. admitted and acknowledged FRAUDULENT NOTARIZATION of S. BERNSTEIN'S FORGED SIGNATURE ON A WHOLLY RECREATED DOCUMENT POST MORTEM,
  - v. admitted and acknowledged FRAUDULENT NOTARIZATION of ELIOT'S FORGED SIGNATURE ON A WHOLLY RECREATED DOCUMENT,
    - i. admitted and acknowledged FRAUDULENT NOTARIZATION of four other FORGED SIGNATURE ON WHOLLY RECREATED DOCUMENTS,
    - ii. admitted and acknowledged filing with a Florida State Probate Court of six separate FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS to close the Estate of SHIRLEY filed by a deceased S. BERNSTEIN, who was made to appear alive through a POST MORTEM IDENTITY THEFT, where he allegedly filed the Fraudulent documents acting as Personal Representative / Executor of SHIRLEY'S estate at the time, while technically deceased,
    - iii. admitted and acknowledged submission of Fraudulently filed documents used to close the Estate of Shirley over a fourth month period where S. BERNSTEIN was deceased, where such identity theft of S. BERNSTEIN was committed by Attorneys at Law, Donald R. Tescher, Esq. ("TESCHER") and Robert L. Spallina, Esq. ("SPALLINA"), who knowingly and with scienter closed the Estate of SHIRLEY with a deceased Personal Representative as if alive, in efforts to change the Beneficiaries POST MORTEM.
7. That A. SIMON fails to state to this Court that SPALLINA and TESCHER were not only counsel to S. BERNSTEIN and SHIRLEY while they were alive but fails to notify the Court that in the Estate of S. BERNSTEIN they are the ACTING PERSONAL

REPRESENTATIVES / EXECUTORS and SPALLINA is acting as Counsel to both himself and Tescher as the Co-Personal Representatives.

8. That A. SIMON fails to notify the Court that TESCHER, SPALLINA and Mark Manceri, Esq. ("MANCERI") have all resigned as counsel to the Bernstein family due to irreconcilable differences and professional concerns and submitted to be withdrawn as counsel in both S. BERNSTEIN and SHIRLEY'S Estates in their multiple fiduciary and legal capacities in each on February 18, 2014<sup>3</sup>.
9. That A. SIMON fails to notify the Court that TESCHER and SPALLINA have sought to be discharged as Co-Personal Representatives in the Estate of S. BERNSTEIN, coinciding with the arrest of their Legal Assistant and Notary Public employee, Kimberly Moran ("MORAN"), who was arrested<sup>4</sup> for her part in the fraud and forgery in the Probate Court and fraud on the True and Proper Beneficiaries of SHIRLEY'S estate.
10. That the alleged and proven Probate Court crimes were all in efforts to change beneficiaries of the Estate of SHIRLEY and S. BERNSTEIN, POST MORTEM. These crimes have caused the Estate of SHIRLEY to be reopened, after Honorable Judge Martin Colin found evidence of enough Fraud in and on his court by Officers of his court and stated to Theodore Stuart Bernstein ("THEODORE"), SPALLINA, TESCHER and MANCERI that he had enough at that point to read them all their Miranda rights.
11. That A. SIMON fails to notify this Court how SPALLINA filed an alleged fraudulent insurance claim form on November 11, 2012 with Heritage Union Life Insurance Company

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<sup>3</sup> TESCHER, SPALLINA, MANCERI RESIGNATION, WITHDRAWAL AS COUNSEL, WITHDRAWAL AS PERSONAL REPRESENTATIVES / EXECUTORS

[www.iviewit.tv/TescherSpallinaManceriResignationWithdrawalCounselExecutors.pdf](http://www.iviewit.tv/TescherSpallinaManceriResignationWithdrawalCounselExecutors.pdf)

<sup>4</sup> Kimberly Moran Arrest Docket

<https://docs.google.com/file/d/0Bzn2NurXrSkialpCVjdEWDhHTWc/edit?pli=1>

("HERITAGE") while acting as the Personal Representative of the Estate of S. BERNSTEIN and signing as the TRUSTEE OF THE LOST OR SUPPRESSED TRUST, as illustrated below and in Exhibit 1- Spallina Insurance Claim Form.

12. That the Signature Page of the fraudulently filed insurance claim form filed with HERITAGE that this Lawsuit is based upon shows the following,

Name of Trust: Simon Bernstein Irrevocable Insurance Trust	Date of Trust Agreement: 08/01/2012
Date of all Amendments:	Trust Tax ID Number: 625-6178912
Printed Name of Trustee(s): a. Robert L. Spallina	Signature(s):
b.	
c.	
d.	

Spallina signs as trustee = FRAUD

13. That SPALLINA acted in other alleged fraudulent fiduciary roles when filing this fraudulent insurance claim with HERITAGE that this Lawsuit is based upon and allegedly, IMPERSONATED AN INSTITUTIONAL TRUST COMPANY and IMPERSONATED AN INSTITUTIONAL TRUST COMPANY TRUSTEE, as well as, IMPERSONATED THE TRUSTEE OF THE LOST OR SUPPRESSED TRUST.

14. That SPALLINA acted in concert with THEODORE, P. SIMON, D. SIMON, TESCHER and MORAN to file the claim.





15. That the DENIAL by HERITAGE of this fraudulently filed insurance claim by SPALLINA is the alleged cause of the Breach of Contract alleged by A. SIMON in his frivolous and meritless breach of contract claim against HERITAGE before this Court.
16. That A. SIMON attempts to claim to this Court that the two legal actions, the Estate of Simon Probate court action and this Lawsuit are unrelated, which in fact is untrue, as they are intimately and inextricably bound together in that the insurance policy is an asset of S. BERNSTEIN'S Estate and therefore the beneficiaries of the Estates and Trusts of S. BERNSTEIN that legally exist, would be the beneficiaries of the Lost or Suppressed Policy proceeds without this insurance fraud scheme.
17. That since the beneficiary according to their story, is an alleged "BERNSTEIN TRUST" aka the Lost or Suppressed Trust, that was not legally in existence at the time of S. BERNSTEIN'S death over a year ago and was in fact claimed to be lost by the Plaintiffs and the Co-Personal Representatives TESCHER and SPALLINA, all claiming that no executed copies of the Lost or Suppressed Trust existed to prove its legal existence for over a year and when filing both the insurance claim and this Lawsuit.
18. That the Lost or Suppressed remains lost today and attempts now to prove its existence did not come until this Court demanded proof of its existence to qualify it as a Plaintiff with legal standing.
19. That HERITAGE had demanded the same proof of a legally qualified trust and trustee when processing the fraudulent insurance claim filed by SPALLINA and part of their reason to deny the claim was that the proof was never proffered.
20. That with this Court's brilliant questioning of A. SIMON in the September 2013 hearing and demanding proof of an executed trust, did suddenly their story of a Lost or Suppressed Trust

and no copies change and newly manufactured UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS of the Lost or Suppressed Trust appeared in the record of this Court through A. SIMON'S Rule 26 Production documents.

21. That this worthless parole evidence manufactured offers no legal proof of the Lost or Suppressed Trusts existence or what it said, as they are not the copies of an EXECUTED LEGALLY BINDING TRUST that this Court demanded A. SIMON produce in the September 25, 2013 hearing before Your Honor. These documents are a baseless attempt to create the appearance that a Lost or Suppressed Trust existed, again using unsigned, undated and un-authored documents that could have been manufactured the night before they were sent to this Court.
22. That at the time of an Insured's death, if no legally qualified beneficiary exists, the benefits should legally be paid to the Insured and not this Court, to then be distributed to the True and Proper Estate Beneficiaries. 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.
23. That A. SIMON claims,

In virtually all of his pleadings in the instant action, ELIOT refers repeatedly to the probate proceedings for the Estates, and fails to comprehend that those proceedings are separate and apart from the instant litigation which involve only the Policy proceeds.

24. That again, the Policy proceeds are an asset of the Estate of S. BERNSTEIN since allegedly no beneficiary existed at the time of the insured's death. That factually this instant litigation was filed by a NONEXISTENT Trust with no legal standing to file a Lawsuit as it does not

legally or otherwise exist. Therefore, the Lawsuit should be terminated by this Court instantly and the Policy proceeds returned to HERITAGE for proper processing of the claim after a thorough investigation for insurance fraud. Since at the time of the insured's death no beneficiary legally existed the benefits are paid to the Estate of the Insured and A. SIMON fails to comprehend this fact.

25. That the Beneficiaries of the Estates at this time are all in question due to criminal acts, alleged criminal acts and now further admitted errors, all caused by defendants TESCHER and SPALLINA, all in effort to change the Beneficiaries of the Estates POST MORTEM through fraud on the Probate Court, Fraud on the True and Proper Beneficiaries and more. According to the last uncontested Wills and Trusts that SIMON and SHIRLEY did together in 2008, the beneficiaries would be ELIOT, IANTONI and FRIEDSTEIN only.
26. That while these two legal actions may sound like separate matters they are intricately bound and have only fallen into this Court's lap through this wholly baseless Breach of Contract Lawsuit that ELIOT alleges A. SIMON filed in efforts to continue a yearlong attempt to fraudulently convert the Lost or Suppressed Policy, which is an asset of the Estate of S. BERNSTEIN, to improper parties through a mass of on the fly frauds, including Fraud on an Insurance Carrier, Fraud on an Institutional Trust Company, Fraud on this Court and Fraud on the Estate of S. BERNSTEIN'S beneficiaries.
27. That initially this insurance fraud scheme began with an initial life insurance death benefit claim form filled out illegally by Attorney at Law, Robert L. Spallina, Esq. ("SPALLINA") who filed the form impersonating the Trustee for the "SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95" aka the Lost or Suppressed Trust.

28. That the claim was subsequently DENIED by Heritage Union Life Insurance Company (“HERITAGE”) and Reassure America Life Insurance Company (“RALIC”) for failure to prove beneficial interest and trusteeship and SPALLINA was requested by RALIC to obtain a Probate court order in Florida from S. BERNSTEIN’S Estate, approving the beneficiary designation scheme proposed to HERITAGE by SPALLINA.
29. That a full account of these insurance fraud schemes has already been pled and exhibited with Prima Facie evidence in ELIOT’S Answer and Cross Claim and ELIOT’S Answer to the Amended Complaint both filed with this Court and both fully incorporated by reference herein.
30. That a proposal for a POST MORTEM replacement trust for the Lost or Suppressed Trust was then proposed to those alleged to have beneficial interests and according to SPALLINA and THEODORE who proposed this plan they were seeking a Probate court order to approve the new scheme.
31. That instead of seeking the Probate Court order for a POST MORTEM TRUST scheme that would never work, A. SIMON filed this instant Lawsuit for a Breach of Contract behind the back of ELIOT and his children’s counsel, Tripp Scott in Fort Lauderdale, FL., intentionally concealing the action from ELIOT, illustrated when A. SIMON states in the Original Complaint that only 4/5<sup>th</sup> of S. BERNSTEIN’S children agreed with the scheme.
32. That this Lawsuit was filed instead of seeking the Probate Court order by THEODORE on April 05, 2013, with THEODORE now acting as Trustee for the Lost or Suppressed Trust, mysteriously replacing SPALLINA who had acted as Trustee for the Lost or Suppressed Trust only a few months earlier when filing the alleged fraudulent life insurance death benefit claim form.

33. That it is important to note that this Breach of Contract Lawsuit was filed based on the denial of the fraudulent insurance claim form filed by SPALLINA acting as Trustee, so why then did SPALLINA not file this Breach of Contract Lawsuit as the Trustee of the Lost or Suppressed Trust when it was the claim form that he submitted that was denied with him acting as Trustee at the time.
34. That A. SIMON failed to notify this Court and the authorities that SPALLINA had filed a fraudulent claim form as Trustee on behalf of his alleged client the Lost or Suppressed Trust and THEODORE as Trustee.
35. That A. SIMON in his Amended Complaint falsely states to this Court that SPALLINA filed the claim form acting as counsel to the Lost or Suppressed Trust, despite the fact that the claim form submitted was signed by SPALLINA as Trustee, not counsel for the Trustee or the Lost or Suppressed Trust.
36. That how did A. SIMON get retained by the Lost or Suppressed Trust if it did not legally exist at the time of filing this Lawsuit? This would indicate that A. SIMON had no legal right to act on behalf of a NONEXISTENT entity that could not authorize his actions and thus the filing was deficient since inception.
37. That THEODORE was advised by counsel according to Jackson National Life Insurance Company (“JACKSON”) when filing their Counter Claim that he had no legal standing to file the present Lawsuit.
38. That once ELIOT was notified by service of this Lawsuit, as a Third Party Defendant by JACKSON that this Lawsuit was in progress, ELIOT was stunned, as he was waiting for a Probate court order that RALIC demanded and that SPALLINA, his partner Donald R. Tescher, Esq. (“TESCHER”) and THEODORE all stated was being sought to approve the

POST MORTEM TRUST replacement scheme. Up until this time ELIOT had no idea a legal action had been filed seeking the life insurance proceeds through a Breach of Contract Lawsuit scheme instead.

39. That on April 5, 2013, A. SIMON filed his complaint for Breach of Contract against Heritage Union Life Insurance Company in the Law Division of the Circuit Court of Cook County, Illinois, docket number 2013-L-003498.
40. That from April 5, 2013 when the Breach of Contract Lawsuit was filed, to 5/16/2013 when the case was transferred to this Court, to ELIOT'S service of the complaint on July 01, 2013, almost three months into Lawsuit, all of this information was intentionally secreted from ELIOT and his children's counsel Tripp Scott with scienter by A. SIMON et al.
41. That at ELIOT'S first appearance on September 25, 2013 at a hearing before Your Honor, it was learned that no valid legal binding copy of an executed Lost or Suppressed Trust was submitted in the Lawsuit and Your Honor demanded that A. SIMON produce something to show that the Plaintiff in fact existed almost six month after filing.
42. That A. SIMON then attempting to comply with this Court's demand for a qualified legal entity to be produced as a legitimate Plaintiff then scrambled to produce brand new evidence, which he produced in his Rule 26 disclosure documents. This "proof" came in the form of UNSIGNED, UNEXECUTED, UNDATED and UN-AUTHORED ALLEGED DRAFTS of a Lost or Suppressed Trust that were created on an unknown date, at an unknown place by an unknown author and the legally deficient alleged drafts do not all prove the existence of the Lost or Suppressed Trust and what legal language it contained therein.
43. That had ELIOT not become joined to the action by JACKSON it appears that this Fraud on US District Court to have a NONEXISTENT Plaintiff secure the life insurance death benefits

from the Court was almost complete, already having JACKSON rush to deposit the death benefits into this Court's Registry, despite the fact that the policy also somehow is LOST.

44. That amazingly, the insurance carriers and reinsurers alike appear to have LOST all executed and binding copies of Policy # 1009208 the Lost or Suppressed Policy and coincidentally and bizarrely the insurers and reinsurers have no copies of the executed Lost or Suppressed Trust either.

45. That according to SPALLINA in an email he sent,

**From:** Robert Spallina [rspallina@tescherspallina.com](mailto: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.

46. That this Lawsuit is based on nothing more than hot air, as it was filed with a NONEXISTENT PLAINTIFF THAT FILED A US FEDERAL LAWSUIT AGAINST A LIFE INSURANCE CARRIER THAT ALSO APPEARS TO NO LONGER EXIST FOR FAILURE TO PAY A DEATH CLAIM TO A NONEXISTENT TRUST ON A NONEXISTENT INSURANCE CONTRACT.



47. That the strange thing is the carrier paid the claim to this Court in a hurry, without giving ELIOT or others involved in the Lawsuit opportunity to protest such transfer, which should have never happened without a legally existing contract that the Court could assess the terms and conditions legally contained therein regarding the death benefit proceeds.
48. That JACKSON should not have paid the claim to the Court and instead started and immediate FRAUD investigation when they discovered insurance fraud and a missing Life Insurance Policy and then determined what and who the proper beneficiaries were and paid the claim accordingly.
49. That this mishandling of an insurance policy and an insurance trust appears no coincidence, especially when defendants A. SIMON, his brother defendant D. SIMON, their law firm The Simon Law Firm and his sister-in-law P. SIMON, were all responsible at various times to maintain the records of both the Lost or Suppressed Trust and the Lost or Suppressed Policy. THEY sold the policy, THEY maintained and administered the policy and trusts, THEY did an exhaustive search of their law firm's offices for the records, THEY searched their insurance agency records and ALLEGEDLY, after this exhaustive search THEY determined that the Lost or Suppressed Trust was LOST and no legal binding copies existed. THEY maintained this story when filing the fraudulent insurance claim and when filing this Lawsuit.
50. That ELIOT states that because THEODORE and P. SIMON were disinherited in the Estates and Trusts of S. BERNSTEIN, they have purposefully suppressed and denied the Lost or Suppressed Trust and the Lost or Suppressed Policy, in order to change the True and Proper Beneficiaries, which did not include them.



51. Now that Your Honor demands proof of the Lost or Suppressed Trust, magically documents appear that were never tendered to any party prior to Rule 26 disclosure in this Court, months after filing the Lawsuit.
52. That now their story attempts to shift and they claim there is legally qualified trust that has rights to death benefits, however we now must believe that documents that were discovered long after they claimed they had searched high and low for them and they did not exist appeared when the Court demanded proof of a qualified legal trust. What they produced are UNEXECUTED EXECUTED, UNDATED ALLEGED DRAFTS of the still Lost or Suppressed Trust, that have names handwritten in blank spots for D. SIMON to be a trustee and again these are unexecuted, undated and un-authored and provide very little in the way of legal validation of the Lost or Suppressed Trust that remains NONEXISTENT.
53. That this manufacturing of insufficient and highly questionable evidence may be more criminal acts by A. SIMON et al., created to cover up the fact that the Plaintiff did not exist at filing and still does not.
54. That the allegations against A. SIMON et al. regarding the fraudulent filing of this legally deficient Lawsuit are FELONY crimes, not merely attorney misconduct claims, including but not limited to, Insurance Fraud, Fraud on a US District Court, Fraud on an Illinois Circuit Court, Fraud on an Institutional Trust Company, Fraud on the Estate of S. BERNSTEIN'S Beneficiaries, Misprision of Felony and the filing of fraudulent pleadings with this Court that are technically within the Court's page limits but far outside State and Federal Law.
55. That if the benefits flowed to the True and Proper Beneficiaries or the Estate of S. BERNSTEIN when the beneficiaries are missing at the time of death, according to Florida law and therefore A. SIMON, D. SIMON, P. SIMON and THEODORE would get

NOTHING and ELIOT would get significantly more if it were passed through Estate to his family.

56. That A. SIMON claims,

Plaintiffs brought this litigation in good faith and in furtherance of their efforts to collect what is rightfully theirs and twenty-percent ELIOT'S. I represent the original Plaintiff, the Bernstein Trust, and four out of five of the adult children of Simon Bernstein. All of my clients are in agreement that their claims are consistent with the stated intent of Simon Bernstein with regard to the Policy proceeds.

57. That A. SIMON filed this baseless lawsuit hoping no one would catch on and the money would flow from HERITAGE to this Court, leaving them without having to prove beneficial interest or trusteeship to the carriers HERITAGE, JACKSON and RALIC, which was demanded or provide the requested Probate court order. With this Lawsuit and the transfer of the death benefit proceeds to this Court, all they had left to do was convert the monies from this Court's Registry to a NONEXISTENT Lost or Suppressed Trust and they were home free.

58. That A. SIMON in his Response now spends a lot of time stating ELIOT has shown no beneficial interest for him or his children in this Lawsuit to Your Honor. However, A. SIMON must know, as his Response tells how well he personally knows the life insurance business in a legal sense that in the event of a lost or missing policy the death benefits transfer to the Insured and are thus part of the Estate, where both ELIOT and his children are BENEFICIARIES and thus would be the legal beneficiaries of the Lost or Suppressed Policy proceeds. Again, if the proceeds flow to the Estate of S. BERNSTEIN then P. SIMON, D. SIMON and THEODORE and their lineal descendants are wholly excluded and therefore it

is the Plaintiffs of the NONEXISTENT trust that have shown no real legal beneficial interests.

59. That P. SIMON was so enraged with S. BERNSTEIN for disinheriting her that P. SIMON retained a lawyer, a one Tamar S. P. Genin, Esq. ("GENIN") at the law firm Heriaud & Genin, Ltd., to write her father a letter requesting she be put back into the Estates and Trusts and telling him what a bum he was and how she saved him, see Exhibit 2 - P. SIMON NOTE AND LAWYER LETTER TO HER FATHER.
60. That P. SIMON'S demand comes despite her receiving a living GIFT of the long established family businesses and properties worth millions of dollar that the other children did not get, which is the basis SPALLINA claims to GENIN for P. SIMON'S disinheritance.
61. That P. SIMON states in fact in her handwritten note,

January 2012

Dear Dad,

Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scoot [David Simon, Esq. proper name], Molly and Ted's family out of your will hurts us. **It has nothing to do with money.** [emphasis added] In fact, I think you need to take care of ELIOT, using a trustee, first and foremost.

The act of disinheriting a child is unheard of and unimaginable. It is outrageous and considered psychologically violent. I am hopeful you are not aware of this and that you will make the changes necessary.

Love Pam

62. That in the GENIN letter there is no mention of P. SIMON'S interest in the Lost or Suppressed Policy and in fact it is expressed that P. SIMON is to be considered pre-deceased

in the estate plans of her parents entirely. THIS WAS THE INTENT OF S. BERNSTEIN as of November 2011 and in fact GENIN states in her letter,

During my discussions with Mr. Spallina, he told me that you, Ted and your family lines were treated as "deceased" under your mother's trust because you and Ted were active in the businesses, and that each of you received a business as a gift from your parents. Mr. Spallina went on to say that your parents thought that they had adequately provided for you and Ted as a result of the gift of the business interests and that they wanted to provide for the other three children under their estate plan.

And later in the letter GENIN claims,

It is not the natural course to cut out certain family lines (Mr. Spallina agreed with me on this), and doing so 'could result in rifts between family lines for generations to come. I expect that this is not the type of legacy that your father would like to leave behind. In my experience, a child and that child's line are cut out only in extreme circumstances.

63. That P. SIMON and THEODORE, according to GENIN'S letter are depicted as having "independent wealth" and yet the letter fails to mention how P. SIMON, D. SIMON and A. SIMON all "worked" for S. BERNSTEIN straight out of college, for their WHOLE lives working in companies S. BERNSTEIN built and had virtually no other jobs. THEODORE had his own companies but it is believed those were lost when he filed for Bankruptcy<sup>5</sup> in 2004.

64. That GENIN'S strange account of P. SIMON'S life fails to state that it was S. BERNSTEIN'S inventive life insurance products that he invented and pioneered, for example, VEBA'S and Arbitrage Life Payment System, that led to the sales of a billion dollars in premiums through his companies, which gave THEODORE and P. SIMON their

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<sup>5</sup> THEODORE BANKRUPTCY INFORMATION  
<http://www.iviewit.tv/Theodore%20Bernstein%20Bankruptcy%20Information.pdf>

- SILVER SPOONED LIVES, including a Glencoe, Il. mansion to grow up in, limos to school, free rides on college for them and their kids, free cars, trips around the world, etc.
65. That S. BERNSTEIN is alleged in the GENIN'S letter to basically be destitute and a bum, who steals P. SIMON'S antique furniture to boot on his way to pasture in Florida and claims it was P. SIMON and her husband D. SIMON who built the company creating their "independent wealth."
66. That the story P. SIMON paints through her attorney at law's eyes is in fact delusional to the realities of P. SIMON'S life, where her father and mother spoiled her and all their children and gave P. SIMON the moon while living, not the other way around. Yet, the story is telling of the anger and hostility P. SIMON felt and may explain why she and THEODORE were demanding changes to the Beneficiaries be made shortly before his death or perhaps there are more dubious reasons as evidenced further herein.
67. That even when S. BERNSTEIN was considering making changes to stop the stresses heaped upon him by THEODORE and P. SIMON in May of 2012, the proposed changes still wholly excluded both THEODORE and P. SIMON from the Estate plans, in favor of their other children and therefore his intent again appears clear, to cut P. SIMON and THEODORE out of any estate plans, including any trusts and insurance.
68. When the Beneficiary changes were not made prior to S. BERNSTEIN'S death, it appears S. BERNSTEIN'S "intent" began to be changed POST MORTEM with a little help from his friends who FORGED and FRAUDULENTLY NOTARIZED documents in the Estate of SHIRLEY and allegedly FORGED and FRAUDULENTLY NOTARIZED documents in the Estate of SIMON. All of these alleged crimes were enabled and aided and abetted with the

help of THEODORE'S close business and personal friends, TESCHER and SPALLINA, whom THEODORE introduced to SIMON and SHIRLEY for Estate planning work.

69. That in this insurance fraud scheme now before this Court, TESCHER and SPALLINA initially were going to be aided in collecting the proceeds by P. SIMON'S friends at the insurance carrier who appeared willing to pay a claim expeditiously, without proof of beneficial interests, trusteeship and a valid legal trust document, as evidenced in SPALLINA'S correspondences already exhibited earlier herein.
70. That from the handwritten notes of S. BERNSTEIN on GENIN'S letter it is clear what S. BERNSTEIN thought of the account being told by GENIN, when he wrote alongside her account, "All B/S" thereby disputing all of her claims, including that P. SIMON was not gifted the companies in large part.
71. That P. SIMON desperately has her attorney GENIN claim for her that her father did not gift her and D. SIMON the company and GENIN claims,

However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business from your parents. Following is my understanding of the circumstances under which you obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation:"

S. BERNSTEIN writes emphatically in response to GENIN'S claim on the side her letter, "50% to Pam FREE!"

72. That GENIN'S letter also fails to state that S. BERNSTEIN was to be paid an additional consulting and non-compete agreement for \$4,000,000.00<sup>6</sup> to be paid over a number of years

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<sup>6</sup> September 28, 2001 Consulting Agreement S. BERNSTEIN and STP.

<http://www.iviewit.tv/20010928%20CONSULTING%20AGREEMENT%20SIMON%20AND%20STP.pdf>

and that P. SIMON and D. SIMON breached this agreement and that it was this breach that led to bad blood with her parents permanently.

73. That when S. BERNSTEIN did not get paid his consulting agreement and non-compete, which were an additional component of the buyout and was stiffed by P. SIMON and D. SIMON, they then told S. BERNSTEIN to sue them for his monies, as they already had the stock.

74. That at this point it is alleged that S. BERNSTEIN and SHIRLEY washed their hands of them until the day they died and considered them predeceased basically while alive but for brief encounters thereafter to see their granddaughter.

75. That in Estate plans from 2001 done by Proskauer Rose LLP ("PROSKAUER"), after failing to pay S. BERNSTEIN for the consulting agreement / non-compete, S. BERNSTEIN and SHIRLEY disinherited P. SIMON and her family in their Estate Plans. From PROSKAUER'S alleged 2001 alleged Will that was mysteriously inserted by an unknown party into the Probate court record in 2012, the following language is found,

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

76. That despite what A. SIMON claims the intent of S. BERNSTEIN was in 1995, it is apparent that his intent changed over the years and the last known information regarding his intent was to wholly exclude THEODORE and P. SIMON from the estate plans.

77. That A. SIMON claims,

Plaintiffs and I, as their counsel, verily believe that the claims they are asserting for the Policy proceeds are being brought in good



faith, and are well grounded in fact and law. One of the most important facts being that the Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/1995 was actually named a beneficiary of the Policy proceeds pursuant to the Policy. (See Beneficiary Designation attached to Adam Simon's affidavit as Exhibit "A", bates #BT000029- 030).

78. That A. SIMON is still trying to sell this Court a baseless story about a NONEXISTENT Trust that once upon a time may have been a beneficiary and even if it does not exist today to make a claim legally and that even if it did exist it is not listed according to the insurance carrier as a beneficiary at the time of S. BERNSTEIN'S death.

79. That A. SIMON fails to state that despite his claim that this Lost or Suppressed Trust once existed as a Beneficiary, none of that can be legally proven now, as not only is the trust lost or suppressed but because the Policy also is lost or suppressed and therefore no parties have produced to this point a legal or binding life insurance contract to prove or disprove his alleged claims he states are "well grounded in fact" of who the beneficiaries that are listed on the Lost or Suppressed Policy.

80. That the "well-grounded fact" appears to be based on the belief of what SIMON'S intent was in 1995 and not what it was when he passed, which either way is of little significance as his alleged intent is not what matters when the beneficiary is lost at the time of death according to Florida law.

81. That while A. SIMON and his clients, including a NONEXISTENT LEGALLY DEVOID OF STANDING AND LOST OR SUPPRESSED TRUST may "verily" believe they are Beneficiaries, their belief is not legally qualified and their standing is wholly in question as no documents legally support anything but that THEODORE and P. SIMON were considered



predeceased regarding the estate plans of S. BERNSTEIN, a further reason they should not be considered as eligible beneficiaries.

82. That A. SIMON claims,

ELIOT's purported claims made either on his own behalf or that of his children fail to include reference to any document recorded with the Insurer naming ELIOT, ELIOT's children, or any of Simon Bernstein's grandchildren as beneficiaries of the Policy.

83. That A. SIMON fails to inform the Court that when there is no legal beneficiary at the time of death of an insured in the state of Florida, the insurance proceeds are paid to the Insured's Estate and thus ELIOT does not need to name the Beneficiaries or have them listed on the Lost or Suppressed Policy to have claims to the proceeds via the Estate.

84. That the to be determined Beneficiaries of the Estates, in all possible scenarios, are ELIOT and/or his children or both. In every scenario of the Estate Beneficiaries, P. SIMON and THEODORE are wholly disinherited and their children may or may not have beneficial interests in the Estate based on the effects of the FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS and other document problems that are contested in the Wills and Trusts at this time and finally are further called into question due to recently admitted document problems claimed in TESCHER'S recent resignation letter that further confound matters for THEODORE and P. SIMON'S children.

85. That in defendant TESCHER'S resignation as Counsel letter in the Estates of S. BERNSTEIN and SHIRLEY, TESCHER has now suddenly identified two first amendments to the dispositive documents of SHIRLEY, one that has language in it regarding SHIRLEY'S Beneficiaries and one that only removes a beneficial interest of THEODORE'S wife, Deborah Bernstein's child, Matthew Logan. TESCHER claims he only knew of the one that

removed THEODORE'S wife's child and had never before seen the other one until January 2013, over two years after her death and did nothing about it until his resignation letter in January 2014 three years later. That this evidences again that two sets of documents may have existed, one that was the original documents signed by S. BERNSTEIN and SHIRLEY and another manufactured set attempting to change the Beneficiaries.

86. That TESCHER acknowledges the liabilities this creates in his resignation letter and he attempts to claim that this error is his reason for resignation but his reason will be shown to make no sense in light of new information discovered and evidenced herein.
87. That ELIOT has contested all of the documents that attempt to change the Beneficiaries in the Estates due to the FORGERY and FRAUDULENT NOTARIZATIONS already found, including a POST MORTEM FORGERY and other evidence that document tampering and other crimes have occurred in multiple other documents in the estates, including but not limited to, an Alleged 2012 Will and Amended Trust of S. BERNSTEIN allegedly signed only days before S. BERNSTEIN passed away.
88. That A. SIMON is the one that has not proved beneficial interest for his clients or proved a trusteeship in the Lost or Suppressed Trust and has shown no legally binding proof that the Lost or Suppressed Trust even exists and thus his clients and their opinions have no basis or standing to make any representations before this Court.
89. That to further their lack of basis and standing, the Lost or Suppressed Trust they claim is the CONTINGENT BENEFICIARY is not even the named Contingent Beneficiary on the Lost or Suppressed Policy according to JACKSON.
90. That furthering their lack of basis and standing is that ELIOT alleges that the PRIMARY BENEFICIARY still exists and this further limits and denies at the time of the filing of this

Lawsuit a claim being made by a Contingent Beneficiary. ELIOT claims the PRIMARY BENEFICIARY according to JACKSON is the SIMON BERNSTEIN TRUST N.A. aka Lost or Suppressed Trust 2.

91. That A. SIMON claims,

Most importantly, however, I shall demonstrate in this memorandum that ELIOT has failed to assert any facts showing that a conflict exists with regard to my representation of my clients in this case. Neither has ELIOT provided any factual record showing the existence of a conflict or any misconduct on my part.

92. That ELIOT has proven to this Court and this Court has acknowledged on its own that this Lawsuit was filed with a NONEXISTENT entity as Plaintiff, which is the beginning of the misconduct in this Lawsuit that merits A. SIMON'S disqualification as counsel and removal of the pleadings he filed. As to this date no legally binding evidence exists of a binding legal trust and thus the case must be dismissed on this basis alone and A. SIMON disqualified as an Attorney at Law that should have fact checked his "client" better before filing or not filed this baseless, vexatious, frivolous Lawsuit that attempts to convert assets of the Estate of S. BERNSTEIN to improper parties.

93. That A. SIMON has adverse interest in the matters, as he, his brother defendant D. SIMON and his law firm The Simon Law Firm will all be material and fact witnesses to the whereabouts of the Lost or Suppressed Trust and the Lost or Suppressed Policy. That he claims as well to be General Counsel for Defendant STP as well, may also render him incapable of impartial representation for any party.

94. That A. SIMON is alleged to have filed this fraudulent Breach of Contract Lawsuit to fraudulently abscond with the proceeds of the Lost or Suppressed Policy without giving notice to ELIOT, and ELIOT'S children's counsel, Tripp Scott that they were filing this

- Lawsuit. ELIOT had already demanded from SPALLINA, TESCHER, THEODORE and P. SIMON that any attempt to collect the proceeds in any proposed plan, since they claimed they had lost everything and were creating a POST MORTEM replacement trust, be made with the consent of himself and his children's counsel before insurance claims were filed.
95. That knowing that ELIOT wanted to review their scheme and have counsel approve it, A. SIMON, THEODORE, P. SIMON, SPALLINA, TESCHER and others filed this Lawsuit and intentionally secreted the filing from ELIOT and his children's counsel with intent to remove the asset from the Estate and convert and comingle it to themselves.
96. That ELIOT states that A. SIMON is not only conflicted and has adverse interests in the Lawsuit that make him a material and fact witness and participant in the matters with direct financial interest to gain for his family members, who would otherwise be excluded from the Lost or Suppressed Policy Proceeds but more the reasons he should be removed is that A. SIMON has allegedly participated in a Fraud on the Court, Fraud on an Insurance Carrier, Fraud on the Beneficiaries of the Estate of S. BERNSTEIN and more, all based on Prima Facie evidence of FELONY violations of State and Federal Laws that provide enough just cause to remove him immediately and report his conduct thus far to all the proper authorities both State and Federal, ethical and criminal, as required of Your Honor under Judicial Cannons and Attorney Conduct Codes.
97. That this Court can bet that with this much on the line personally and a possible prison sentence for the crimes, A. SIMON will now say or do anything to sway this Court from seeing the truth of what is now exposed as Fraud and in a last desperate attempt to avoid the germane issues, instead begin a smear campaign on ELIOT, which has already begun, exhibited by this toxic Response to the Motion to remove him as counsel and this is again

further cause for A. SIMON'S removal from representing any parties further in this baseless litigation that he filed to further a fraudulent Conversion and Comingling of Estate Assets to improper parties, including but not limited to, the benefit of his brother's brother-in-law THEODORE, his sister-in-law P. SIMON and he and his brother's law firm.

98. That another area A. SIMON has transgressed his oath as an Officer of this Court and law, is that he failed to report SPALLINA for filing a fraudulent insurance claim acting as the Trustee of the Lost or Suppressed Trust and this may be considered MISPRISION OF FELONY, as he was required to report such felony misconduct of another attorney at law to the proper authorities.

99. That this reporting to authorities seems pertinent when it is revealed that SPALLINA had filed a fraudulent claim that was DENIED by HERITAGE and which denial of the claim now serves as the breach of the insurance contract that A. SIMON claims in this Court. One must wonder why A. SIMON has neither sued SPALLINA for this alleged criminal insurance fraud nor reported him as required under Ethic Rules and Regulations and State and Federal Law.

100. That not only does A. SIMON fail in his duties as an Attorney at Law to report knowing felony misconduct of another Attorney at Law but he in fact, furthers the fraud by filing this Lawsuit and then claiming that SPALLINA and TESCHER have nothing to do with the Lawsuit, attempting to Aid and Abet SPALLINA and TESCHER'S crimes by covering them up in the Lawsuit. This again is just cause to REMOVE A. SIMON from representing any parties in this Lawsuit any further and force all the Plaintiffs to retain independent non-conflicted counsel to file further pleadings on their behalf or on behalf of the Lost or Suppressed Trust.

101. That ELIOT believes that once A. SIMON is removed from this Lawsuit, as an insider with direct interests for his immediate family in the outcome of this Lawsuit, the Plaintiffs will NOT be able to hire an independent law firm with no skin in the game tied to the Lost or Suppressed Policy that will continue this hoax of a Lawsuit and represent a Plaintiff that DOES NOT EXIST LEGALLY and continue this fraud.

102. That A. SIMON claims,

What makes the situation a bit more confusing is the fact that all of the pleadings for relief filed by my clients seek to claim the Policy proceeds on behalf of the Bernstein Trust or its beneficiaries, all FIVE children of Simon Bernstein. Our pleadings allege that ELIOT is a twenty percent beneficiary of the Bernstein Trust, so twenty percent of the Policy proceeds would inure to ELIOT. Conversely, ELIOT's pleadings fail to make any other coherent claim to the Policy proceeds on his own behalf or anyone else's for that matter.

103. That it is clear from P. SIMON'S note and GENIN'S letter that according to SPALLINA, in November 2011, P. SIMON and her lineal descendants were excluded 100% from the Estates and Trusts of both her mother and father and there is no mention of her interests to the Lost or Suppressed Policy or the Lost or Suppressed Trust and SPALLINA at that time in November 2011 makes no mention that she is an alleged 1/5<sup>th</sup> beneficiary of anything, in fact, according to GENIN'S account of P. SIMON'S life, she was told that P. SIMON and her lineal descendants were DISINHERITED entirely.

104. That it is clear that in the November 2011 conversations between P. SIMON'S attorney GENIN and SPALLINA, that only 3/5<sup>th</sup> of S. BERNSTEIN'S children were to be benefactors of the Estates and Trusts of S. BERNSTEIN and SHIRLEY, according to SPALLINA.

105. That what is not clear from SPALLINA'S conversations with GENIN is exactly why SPALLINA was informing P. SIMON'S attorney she had been disinherited and if this was done with the express consent of S. BERNSTEIN, whose heavy underlining of SPALLINA'S name in the GENIN letter may indicate he was perturbed by this possible violation of attorney/client privilege that may have enraged P. SIMON who then felt abused psychologically by this.
106. That SPALLINA'S informing P. SIMON of her disinheritance ended up so enraging P. SIMON and THEODORE that they began a boycott and abuse of S. BERNSTEIN to make him change his beneficiaries.
107. That SPALLINA may have intentionally caused this anger by informing P. SIMON'S counsel that she and THEODORE were cut of the Estates, as is evidenced in P. SIMON'S note that she feels this was an act of "Psychological Violence" against her and THEODORE and she demanded changes. It certainly appears strange that S. BERNSTEIN was not involved in these calls or referenced in the GENIN letter as being cognizant that SPALLINA was informing them of his last wishes and desires prior to any reading of the Will or his death. In fact by his notes on GENIN'S letter he was unaware of this conversation and what had been discussed at all.
108. That there is no evidence that the five children of S. BERNSTEIN were to be Beneficiaries of the Policy and in fact, the evidence that does exist after 1995 indicates that only 3/5<sup>th</sup> of the Bernstein children were to be Beneficiaries of the entire Estates and Trusts.
109. That A. SIMON claims,

My client's seek a court order which would allow for the distribution of the Policy proceeds according to the intent of Simon Bernstein. All of the potential ultimate beneficiaries of the Policy

proceeds are represented in the instant litigation. Four of these ultimate beneficiaries are my clients, and the fifth, ELIOT, has chosen to represent himself and pursue his own agenda, pro se.

110. That A. SIMON fails to see that the distribution of Policy proceeds which would allow for S. BERNSTEIN'S intent to be carried out cannot legally be proven any longer, as he and his clients claim the documents necessary to prove S. BERNSTEIN'S legal intent are lost or suppressed at this time. Therefore, where the beneficiary is not present at the time of death, it is not the intent of the Insured that directs the proceeds but rather they are paid to the Insured and then are facilitated through the estate of the insured to the Beneficiaries.
111. That since S. BERNSTEIN could have changed his mind and his intent on who the beneficiaries were up until death and the insurance carrier and SPALLINA claim he was considering changing the beneficiaries shortly before his unexpected and untimely death, his intent is murky even shortly before his death.
112. That ELIOT states that the intent of S. BERNSTEIN is not known, as the even in their account the beneficiary is lost and does not exist so the true intent of S. BERNSTEIN cannot be proven legally and thus is not sufficient to pay a death claim or award any proceeds to nonqualified nonexistent parties no matter what percentage of S. BERNSTEIN'S children want it to be in their favor, in efforts to deprive the Estate Beneficiaries who are legally entitled to the proceeds and which do not include THEODORE and P. SIMON.
113. That as for the statement that all the ultimate Beneficiaries are being represented in this Lawsuit, once again we return to why SPALLINA, the Estate Co-Personal Representative and Executor filed a claim on behalf of S. BERNSTEIN with HERITAGE in the first place, if the Beneficiaries of the Estate are not involved?



114. That the grandchildren of S. BERNSTEIN are not represented here at all and in a LOST beneficiary situation they would be possible Beneficiaries via the Estate of S. BERNSTEIN. Again, this is a false statement of fact by A. SIMON that attempts to make wholly unsupported claims of what A. SIMON believes to be the beneficiaries, not supported by any facts or legal documentation.
115. That those not represented with intent by A. SIMON include all TEN of S. BERNSTEIN'S grandchildren. That ELIOT states his children and the other seven grandchildren were intentionally left out of this Lawsuit when it was filed, to intentionally conceal the fact that they could be direct beneficiaries and not certain of their parents until after THEODORE and P. SIMON had absconded illegally with the proceeds from them. A. SIMON as an Attorney at Law knew and knows that the Estate of S. BERNSTEIN and the TBD Beneficiaries of the Estate were entitled to the benefits unless this Fraud on a US District Court using a NONEXISTENT ENTITY and more was successful in converting the Estate's life insurance asset to them outside the Estate and Estate Beneficiaries. That this False Statement of Fact that all parties are represented who have potential interests in the Lost or Suppressed Policy continues a Pattern and Practice of False Statements to this Court, with scienter.
116. That ELIOT did not choose to represent himself and his own agenda in this Lawsuit as A. SIMON claims, as ELIOT was not included in the parties represented in this Lawsuit originally and was purposefully misled and the information intentionally withheld from him by SPALLINA, THEODORE, P. SIMON and A. SIMON.
117. That A. SIMON in the last prior statement quoted above stated all parties were represented in these matters, yet ELIOT and his children were excluded and only 4/5<sup>th</sup> of S. BERNSTEIN'S children were part of this Lawsuit to begin with.

118. That ELIOT was sued as third party defendant by JACKSON and that is how he became represented in this Lawsuit, not through A. SIMON'S including him, as A. SIMON would have this Court now believe.

119. That in prior pleadings A. SIMON has stated that ELIOT owed the Estate monies that would somehow have been charged back against his interests in the Lost or Suppressed Trust, indicating they had intentions of taking the insurance monies of ELIOT'S and his children and using it as some form of **payback** to themselves, as if ELIOT was somehow a creditor of the Estate. ELIOT most likely would have received nothing after their deductions but a long road to recovering the monies.

120. That A. SIMON claims,

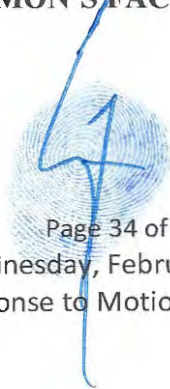
To avoid any appearance of a conflict and in furtherance of the goals of transparency, accuracy and finality, my clients and I would welcome having the ultimate distribution of the Policy proceeds occur under this court's supervision, i.e. with an accounting and vouchers being submitted to the court.

121. That the Policy proceeds should NOT be distributed under this Court's supervision at all and should be returned to HERITAGE who should then determine what to do with the proceeds according to Law, in the event of a Lost or Suppressed Trust and then further what to do when they have a Lost or Suppressed Policy.

122. That this Court should take no direction from A. SIMON, nor care what he wants done with the proceeds for he and his clients have established no beneficial interest in the Lost or Suppressed Policy.

**ELIOT COMMENTS ON A. SIMON'S FACTUAL BACKGROUND**

123. That A. SIMON claims,



“ELIOT’S Motion to Disqualify contains no factual support which would lead this court to disqualify me as counsel. ELIOT has not attached his own Affidavit to his motion. ELIOT has not attached an Affidavit of the Plaintiffs, other parties to this litigation, or any other witness in support of his motion. With that being said, I submit the following factual background regarding my representation supported with my attached Affidavit.”

124. That ELIOT states, as already cited herein and in prior pleadings, A. SIMON should first and foremost be DISQUALIFIED, SANCTIONED and reported to the proper ethical and legal authorities for filing this baseless, meritless, frivolous, toxic pleading and Lawsuit with no Plaintiff that legally exists.
125. That this FELONY MISCONDUCT to FRAUDULENTLY CONVERT and COMINGLE INSURANCE POLICY PROCEEDS to his clients, who lack standing, beneficial interest and trusteeship, and are not qualified legal beneficiaries of the Lost or Suppressed Policy insuring the life of S. BERNSTEIN and have delayed and stymied distribution of proceeds to the True and Proper Beneficiaries through these ongoing insurance fraud schemes, now using a US District Court to facilitate the crimes for over a year of failed attempts is more than sufficient evidence provided by ELIOT to disqualify A. SIMON and imprison him if found guilty.
126. That these allegations are not without merit, as the Court can plainly see, for approximately eight months this meritless Lawsuit has been without a qualified legal Plaintiff and A. SIMON has known this, especially as an Attorney at Law but he had not anticipated ELIOT finding out about his carefully concealed Lawsuit and challenging him on these matters before he could abscond with the proceeds for he and his family’s benefit.
127. That the Court should note that without this Fraud via the Court as host to the crime, wrapped in a legally devoid of standing Lawsuit, A. SIMON and his family members, brother D.

SIMON and sister-in-law P. SIMON would get NOTHING from the proceeds of the Lost or Suppressed Policy, as S. BERNSTEIN INTENDED.

128. That A. SIMON claims,

2) Since 1990, I have worked in a law firm with my brother, David B. Simon known as The Simon Law Firm. The Simon Law Firm has been named as a third-party defendant in the instant litigation by ELIOT.

129. That ELIOT states that The Simon Law Firm has been named as a third-party defendant in this matter for good and just cause, including but not limited to, for filing this fraudulent Lawsuit to commit a Fraud on the Estate Beneficiaries of S. BERNSTEIN, Insurance Fraud and more.

130. That A. SIMON, D. SIMON and P. SIMON, all work out of the same offices of STP Enterprises ("STP"), a company founded by S. BERNSTEIN and all worked for S. BERNSTEIN from the day they graduated college and all made boat loads of monies from S. BERNSTEIN'S insurance products he created, including but not limited to, VEBA 501(c)(9) Voluntary Employee Death Benefit Association plans that he was a Pioneer of and Arbitrage Life Payment System another product he pioneered and had intellectual property claims over.

131. That these innovative insurance products S. BERNSTEIN created led to him being one of the most successful insurance agents in the nation, having sold hundreds of millions of dollars of premium, making millions upon millions of commissions for the companies he owned and founded and was the largest producer of sales for, allowing him to provide for his children and grandchildren in extravagant style their entire lives.

132. That A. SIMON claims,

3) I have also worked as assistant general counsel for a life insurance brokerage owned by David B. Simon and Pamela B.

Simon named STP Enterprises, Inc. ("STP"). STP has been named as a third party defendant in the instant litigation by ELIOT.

133. That ELIOT states, this should also be cause for A. SIMON'S disqualification and sanctioning as he is **General Counsel** to a defendant STP in the Lawsuit **and** should have disqualified himself, as well as, he himself is a defendant and he also will be a material and fact witness to relevant matters in the Lawsuit and should **not** therefore be representing any other parties interests other than his own as a defendant.
134. That A. SIMON, out of respect for all that S. BERNSTEIN did for him from his youth onward should properly state that the company owned by his brother and sister-in-law was founded out of the hard work of S. BERNSTEIN who later abandoned STP when he gifted 50% of STP to P. SIMON and D. SIMON and arranged a buyout for the other 50%, which is alleged to have not been fully honored by P. SIMON and D. SIMON, leading, along with other issues to be discussed further herein, to the dissolution of a meaningful relation between P. SIMON, D. SIMON and both S. BERNSTEIN and SHIRLEY who felt betrayed by the breach of contract and washed their hands of them.
135. That S. BERNSTEIN may have considered their default on his consulting agreement and burning him for \$4,000,000.00 was a gift of the remaining interests in the business and further reason to exclude them from inheritance.
136. That A. SIMON claims,

4) I am currently representing the Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 (the "Bernstein Trust"), Ted Bernstein, as Trustee **and** individually, Pamela B. Simon (my sister-in-law), Jill Iantoni, and Lisa Friedstein as Plaintiffs. I am also representing those **parties** as counter, cross, or third party defendants where they have been named as parties by either ELIOT or Heritage Union. I am also representing The Simon Law Firm **and** STP as they have been named as third-party defendants by ELIOT.

137. That ELIOT asks how A. SIMON is representing a NONEXISTENT ENTITY the Lost or Suppressed Trust aka “Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95” and under what terms was his retainer agreement signed to prove he is qualified to represent that which does not exist? Who is paying him and how?
138. That ELIOT asks how is A. SIMON representing “Ted Bernstein” who does not exist legally, as his legal and proper name is alleged to be Theodore Stuart Bernstein.
139. That ELIOT states that where the NONEXISTENT PLAINTIFF, the Lost or Suppressed Trust DOES NOT LEGALLY EXIST, how A. SIMON can claim to represent a “Trustee,” “Ted,” of that NONEXISTENT LEGAL ENTITY. Under what terms and conditions has “Ted,” who does not legally exist, operate under as Trustee if the terms are lost?
140. That ELIOT has exhibited in prior pleadings that THEODORE has been operating in numerous false fiduciary capacities in the Estate of SHIRLEY and transacting dealings without proper authority for over a year, as was learned in the September 13, 2013 Hearing and the October 28, 2013 Evidentiary Hearing before Honorable Judge Martin Colin.
141. That ELIOT states that A. SIMON knew that SPALLINA impersonated himself as “Trustee” for the Lost or Suppressed Trust when filing his fraudulent insurance claim that this fraudulent Breach of Contract Lawsuit is based upon and SPALLINA acted in the fiduciary capacity of A. SIMON’S alleged client “Ted” and the Lost or Suppressed Trust and yet A. SIMON failed to notify this Court or the proper criminal authorities of this slight fraud on the alleged Lost or Suppressed Trust and the insurance company by SPALLINA.
142. That A. SIMON knew that “Ted” was not qualified to be Trustee of the Lost or Suppressed Trust when he filed his Lawsuit, as SPALLINA and THEODORE knew prior to filing that

the Trustee and Beneficiaries were at best an “educated guess” and as such not legally qualified.

143. That the fact that the Plaintiffs knew the Lost or Suppressed Trust had no legal standing is why the Plaintiffs and SPALLINA proposed creating a NEW POST MORTEM trust prior to filing this Lawsuit, where THEODORE stated he would volunteer to be “Trustee” of the NEW TRUST, based on his belief that he was Trustee of the Lost or Suppressed Trust.
144. That now suddenly A. SIMON tries to claim the Lost or Suppressed Trust does in fact have legal standing when factually it still does not because he was caught in the act in this Lawsuit by this Court, ELIOT and JACKSON, for not having a qualified legal Plaintiff when filing the Lawsuit and now he attempts to change the story and attempt to cure his deficiencies by claiming this Lost or Suppressed Trust somehow exists based on newly manufactured shoddy parole evidence that is not legally sufficient to qualify the Lost or Suppressed Trust as a Plaintiff.
145. That if Pro Se'r ELIOT were to have filed a Lawsuit with a non-existent Plaintiff and representing improper legal names of a Plaintiff, this Court and others could all laugh at ELIOT'S expense for his lack of legalese as a non-attorney and lack of fact checking, but when these deficiencies are accomplished by a self-proclaimed seasoned Attorney at Law, as A. SIMON self-professes to be in his Response, there again can be no excuse for these glaring pleading deficiencies, as even ELIOT knows that the Plaintiff must legally exist to be a qualified party to a lawsuit and to use proper legal names when filing a Lawsuit.
146. That A. SIMON claims,

5) The goal of all Plaintiffs I represent is to prosecute their claims to the Policy proceeds as set forth in their First Amended Complaint (Dkt. #73).

147. That A. SIMON represents Plaintiffs that do not legally exist in certain circumstances discussed already herein and the other Plaintiffs' claims lie under that NONEXISTENT LEGAL ENTITY too and thus DO NOT LEGALLY EXIST IN THESE MATTERS EITHER and thus have NO CLAIMS to the Lost or Suppressed Policy.

148. That A. SIMON claims,

6) The goal of all cross, counter or third-party defendants I represent is to defeat the counter-claims, cross-claims and/or third-party claims made against them by ELIOT.

149. That A. SIMON should also mention here that he also represents himself in these matters, Pro Se, purportedly both professionally and personally, if that is ethically possible and he represents all other Plaintiff's while a defendant in multiple capacities, which also includes his law firm as defendant.

150. That ELIOT is glad that the legally non-existent Plaintiffs A. SIMON represents, where two of them are also considered predeceased for all matters in the Estate of S. BERNSTEIN and thus should not be here as they are considered dead in these matters, are aligned to defeat ELIOT'S claims, yet they are not apparently aligned in defeating the claims of JACKSON, who also finds their lawsuit legally deficient as stated in the September 25, 2013 Hearing before this Court (the transcript fully incorporated by reference herein) and in their Counter Complaint.

151. That A. SIMON claims,

8) I have had no involvement with ELIOT's inventions, patents, business or personal life, outside of a limited time he was selling life insurance as an agent of STP at the same time I was working for STP in the 1990's.



152. That ELIOT states that this is not exactly true either, as the true story relating to A. SIMON, D. SIMON and P. SIMON'S involvement in ELIOT'S inventions in this "limited time" that ELIOT did have involvement them their actions had a profound and dangerous effect on both ELIOT, S. BERNSTEIN and the whole Bernstein family ever since. That ELIOT will now have to burden this Court with the truth to this apparently innocuous and out of place false statement to this Court by A. SIMON to set the record straight.

**THE FIRST BETRAYAL OF ELIOT BY FAMILY – THE P. SIMON FAMILY AND FOLEY CONNECTIONS**

153. That contrary to A. SIMON'S denial of extensive involvement with ELIOT'S inventions and stating to this Court that D. SIMON, A. SIMON, P. SIMON and The Simon Law Firm were in fact integrally involved with Iviewit's Intellectual Properties and given a large volume of highly confidential and highly sensitive information by both S. BERNSTEIN and ELIOT.
154. That this HIGHLY CONFIDENTIAL AND HIGHLY SENSITIVE information was shared it pertained to a moment in history when it was discovered that the Intellectual Properties of Iviewit's were attempting to be stolen by primarily the law firms S. BERNSTEIN and ELIOT had contracted and retained as Intellectual Property Counsel for Iviewit, namely PROSKAUER and their referred friends at Foley & Lardner LLP ("FOLEY").
155. That this HIGHLY CONFIDENTIAL and HIGHLY SENSITIVE information contained not only information regarding the thefts and other criminal acts but also contained information regarding the criminal, civil and ethical complaints ELIOT was filing in both State and Federal, Criminal and Civil venues against the rogue law firms. That D. SIMON and The Simon Law Firm were given this information to evaluate and help secure representative

counsel and work with authorities to prosecute the crimes and criminals and secure back the Intellectual Properties.

156. That ELIOT then tendered this highly privileged information to D. SIMON and The Simon Law Firm and here begins a betrayal that puts the entire Bernstein family at risk to this date and caused both S. BERNSTEIN and ELIOT to sour further in their relations with D. SIMON, A. SIMON, P. SIMON and The Simon Law Firm.

157. That D. SIMON stated he had good friends at the Hopkins & Sutter law firm from S. BERNSTEIN'S contacts there. Hopkins & Sutter had done volumes of work and enormous billable hours for S. BERNSTEIN in developing and protecting his innovative insurance programs, including the intellectual property work for the Arbitrage Life program, which required a mass of legal documentation necessary for these complex insurance plans and D. SIMON stated he would have his friends take a look at what could be done, including Intellectual Property work to protect Iviewit.

158. That ELIOT had started the Iviewit companies with S. BERNSTEIN. Initially, S. BERNSTEIN was a 30% shareholder in the Companies and Intellectual Properties and ELIOT was a 70% stake holder.

159. That alleges that Hopkins & Sutter (where President Barrack Obama worked for a time) then was sold or were otherwise acquired by FOLEY and both ELIOT and S. BERNSTEIN feared that with the acquisition of Hopkins & Sutter went all the private and confidential information of Iviewit regarding FOLEY that ELIOT and S. BERNSTEIN had given to D. SIMON and The Simon Law Firm.

160. That D. SIMON and P. SIMON then began an unexplained at the time course of action against both S. BERNSTEIN and ELIOT that with intent cost them their relationships with S.

BERNSTEIN and SHIRLEY and severely economically impacted both S. BERNSTEIN and ELIOT.

161. That ELIOT and S. BERNSTEIN were further dismayed at the possibility that D. SIMON had provided FOLEY with this inside information through HOPKINS, as suddenly, P. SIMON and D. SIMON have a surge in Net Worth and are alleged to have become high rolling Internet Stock Players, yet both reveling at the time in the fact that they did not believe in computers and did not have one on their desks, boasting of this to clients and bankers alike. Suddenly they were big in the stock market making amassing vast fortunes on many companies that were using ELIOT'S technologies, without paying royalties to ELIOT, as those royalties are alleged converted to both PROSKAUER and FOLEY illegally since that time.

162. That P. SIMON and D. SIMON, after FOLEY had acquired Hopkins & Sutter, further stopped paying ELIOT under his contract with defendant STP. When ELIOT stated he would notify clients and carriers of the breach of their contract and the risks STP had in failing to pay a six and half million dollar liability to ELIOT that could put STP out of business and cause the clients insurance policies to be jeopardized through lapse if the financing was ceased and instead of paying or working things out, STP, D. SIMON and The Simon Law Firm sued ELIOT instead for Defamation. The Lawsuit filed was titled,

**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
FOR PALM BEACH COUNTY, FLORIDA**

**CASE No. 50 2004A002166XXXXMB**

**“S.T.P. ENTERPRISES, INC. AND DAVID B. SIMON,  
PLAINTIFF,  
VS.**

Page 43 of 135

Wednesday, February 5, 2014

Reply to Response to Motion to Remove Counsel

**ELIOT I. BERNSTEIN AND "IVIEWIT," TECHNOLOGIES, INC.  
DEFENDANT."**

For the initial complaint please visit the URL @

<http://www.iviewit.tv/STP%20LAWSUIT/2004%2003%2004%20STP%20Lawsuit.pdf> ,

fully incorporated by reference herein.

163. That this Court should note here that the Simon Law Firm and D. SIMON and A. SIMON as partners filed this Lawsuit regarding the insurance business relation they had with ELIOT but then for some strange reason sued Iviewit, ELIOT's technology company that had nothing to do with the insurance agency breach of contract / defamation lawsuit matter, a small but relevant fact A. SIMON leaves out of his claim of limited involvement with Iviewit.
164. That when they breached ELIOT'S contract for no reason at the time, ELIOT stated he would notify Arbitrage related insurance carriers, clients and agents that D. SIMON and P. SIMON had violated an agreement with ELIOT where he was to be paid ¼ percentage point on ALL Arbitrage Life Premium sold in perpetuity, for his 20 year contribution to the family's business growth through his sales, marketing and computer systems efforts and the fact he was the largest salesman for the company, behind his father of course but it was close.
165. That at that time, S. BERNSTEIN was selling the business to P. SIMON and D. SIMON trusting that they would manage it well and take care of his long standing companies, his employees and agents, which slowly they drove everyone out that had built the company with S. BERNSTEIN.
166. That P. SIMON and D. SIMON were getting the stock and ownership of STP for administering and managing the businesses, basically counting the monies brought in by ELIOT, S. BERNSTEIN and their field forces and ELIOT was getting his ¼ pt. override and

sales agreement paid to his independent companies that guaranteed him a percentage of all funding raised for the Arbitrage program sold by any agent anywhere as his interest in the STP, as ELIOT had his own separate companies in California and really did not want to be a part of STP, other than selling for them and collecting what was agreed upon on the funding.

167. That from STP'S website, "S.T.P. Enterprises originated the A.L.P.S.™ in 1988 and has since funded over a billion dollars of premium. Headquartered in Chicago, S.T.P. Enterprises provides service to clients throughout the United States." That ELIOT'S ¼ pt. therefore would equate to approximately \$2,500,000 owed as of this date on the override and most of these funds were raised through ELIOT'S introductions from his close personal friends and business relations.

168. That P. SIMON and D. SIMON breached the contract it was thought initially, in order to drive ELIOT out of the family business and retain his interest and it worked. ELIOT lost all respect for D. SIMON, A. SIMON, The Simon Law Firm and P. SIMON and at this time it was not yet known that FOLEY had acquired Hopkins & Sutter.

169. That instead of paying ELIOT or settling the matter, ELIOT was forced to file on March 18, 2004 an Answer and Counter Complaint to their Defamation lawsuit against he and Iviewit Technologies, Inc., which can be found at the URL

<http://www.iviewit.tv/STP%20LAWSUIT/2004%2003%2018%20STP%20Answer%20to%200Complaint%20Filed.pdf>, fully incorporated by reference herein. ELIOT was wholly

surprised that they would bring Iviewit into the lawsuit, again ELIOT did not know quite yet that Hopkins & Sutter had folded in FOLEY.

170. That ELIOT had also inked the deal with STP with the anticipation of honoring his agreement with a one, John E. Cookman, Jr. ("COOKMAN") who was a Frank B. Hall agent

who led S. BERNSTEIN, ELIOT and STP, into top Wall Street banks at the TOP of the corporate hierarchy, COOKMAN'S father having been the CFO of Phillip Morris<sup>7</sup> for decades.

171. That COOKMAN introduced S. BERNSTEIN to the heads of ABN, CHASE, FIRST INTERSTATE BANK and many others who ended up doing hundreds of millions of dollars of premium funding for STP and the Arbitrage Life Plan. COOKMAN too anticipated getting paid ¼ pt in the funding dollars he raised with S. BERNSTEIN and trusted S. BERNSTEIN when these deals were made for STP between them.
172. That once P. SIMON and D. SIMON took control of the companies however and breached their contract with ELIOT, COOKMAN also was deprived of his anticipated percentage of ½ of ELIOT'S ¼ point override.
173. That ELIOT was to get this percentage in perpetuity in addition to all his contracted commissions for his nationwide sales force that were created wholly from his own company that was initially run from his college garage and moved thereafter to his garage in California where he set up shop after college. That this small sales force then sold California's Billionaires and Multimillionaires to boot, see URL @ <http://www.iviewit.tv/inventor/clientlisting.htm> for ELIOT'S client list, giving great name recognition to the STP products and all of this provided a massive growth for STP. This factual account of events is quite opposite the unsupported claims that P. SIMON'S lawyer GENIN recants in her letter of how STP grew due to P. SIMON'S and D. SIMON'S administrative skills in basically counting the money others made and acquiring S. BERNSTEIN'S company.

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<sup>7</sup> <http://www.nytimes.com/1982/08/22/obituaries/john-e-cookman72-is-dead-was-a-philip-morris-executive.html>

174. That ELIOT Counter Claimed for approximately the six and a half million dollars owed him to date at that time and after review of the Complaint and Counter Complaint, the Judge hearing the case advised D. SIMON'S counsel that he should negotiate a settlement with ELIOT as ELIOT had provided the Court with adequate proof of a contract and that it appeared he would win a judgment for their breach and they should settle.
175. That it should be noted that the amount that was owed to ELIOT was the amount P. SIMON and D. SIMON, according to GENIN'S letter, paid S. BERNSTEIN for his interest in STP.
176. On or about that same time, S. BERNSTEIN contacted ELIOT and asked that he withdraw the Counter Complaint, which S. BERNSTEIN had advised ELIOT to file in the first place to get his contract honored and now S. BERNSTEIN asked ELIOT to cease pursuing the lawsuit.
177. That S. BERNSTEIN claimed to ELIOT, as SHIRLEY'S health was of concern at the time and stated the family fighting was killing her. ELIOT promptly ceased further action and washed his hands of D. SIMON, P. SIMON and A. SIMON.
178. That S. BERNSTEIN promised ELIOT that he would leave him ample amounts through his inheritance to cover his losses and that he would pay ELIOT amounts he needed as necessary while alive, if necessary and later when it became necessary S. BERNSTEIN honored his agreement with ELIOT.
179. That on or about this same time, P. SIMON and D. SIMON breached their Consulting and Non-Compete with S. BERNSTEIN that was part of his buyout of STP and left him, like they did ELIOT with the option of suing them to recover or walk away from them. The resulting rift between the Simon family and S. BERNSTEIN lasted until both S. BERNSTEIN and SHIRLEY died, with almost no contact or business dealings thereafter.



180. That both ELIOT and S. BERNSTEIN washed their hands and S. BERNSTEIN tore his cloth and disinherited them, stating they were to be disinherited as if predeceased, where in Orthodox Judaism the disinheriting of a child is to mourn ones child as if deceased, strikingly the language both S. BERNSTEIN and SHIRLEY used in their dispositive estate documents when disinheriting P. SIMON and THEODORE and their lineal descendants as predeceasing them in 2008 and stating they had given them enough.
181. That the real reason for the baseless Defamation Lawsuit became apparent as ELIOT learned of FOLEY'S acquisition of Hopkins and Sutter after ELIOT was pressing D. SIMON to know what had happened with the HIGHLY CONFIDENTIAL and HIGHLY SENSITIVE INFORMATION that D. SIMON had brought them and once learning of the acquisition asking who had the information and where it went brought on this sudden and inexplicable breaching of both S. BERNSTEIN and ELIOT'S contracts with STP for no apparent other reason. D. SIMON refused to tell ELIOT where the information went or return the information on request.
182. That the Defamation Lawsuit was to smear ELIOT and make him out to be slandering and defaming them and the language used in the Defamation Lawsuit was similar to the language their new friends at FOLEY and PROSKAUER were using at that same time, as they were trying the same slander / defamation defense against ELIOT in defense of the criminal and civil actions ELIOT had taken against their law firms in both state and federal venues once he discovered their Intellectual Property and other crimes.
183. That this whole Defamation Lawsuit scheme blew up in their faces and The Simon Law Firm, A. SIMON and D. SIMON gave up their frivolous and slanderous claims against ELIOT when the judge told them that ELIOT would prevail in Court and they had better

settle, after the judge had reviewed ELIOT'S Counter Complaint and the accompanying factual evidence submitted with it and reviewed their claim of Defamation as deficient.

184. That despite ELIOT having the judge in his court, he walked away from the Lawsuit due to his father's request due to his mother's health concerns and they did not pursue their cause of action because like this Breach of Contract Lawsuit it was baseless and their Defamation Lawsuit was dismissed.
185. That once aligned with FOLEY, D. SIMON, P. SIMON and A. SIMON'S motives to breach their contracts with S. BERNSTEIN and ELIOT were cleverly concealed and it was not until ELIOT and SIMON learned of FOLEY'S acquisition of Hopkins & Sutter and that all of the HIGHLY SENSITIVE AND HIGHLY CONFIDENTIAL information that had been tendered to Hopkins Sutter partners is presumed to have been acquired as well.
186. That shortly thereafter, death threats were made to ELIOT and he and his wife CANDICE had to flee Florida overnight, literally, taking the grandchildren from SIMON and SHIRLEY overnight and going into hiding for months living in hotels incognito in California and Las Vegas, to prepare the Federal and State Complaints.
187. That ELIOT and S. BERNSTEIN did not know that FOLEY and PROSKAUER may have acquired a wealth of information about their intentions from their own family members actions and that this is how they learned of ELIOT'S intentions and were compelled to levy a death threat to him if he continued to pursue civil and criminal actions against PROSKAUER and FOLEY.

**THE SECOND BETRAYAL OF ELIOT & S. BERNSTEIN BY FAMILY --  
THEODORE BERNSTEIN SELLOUT AND FRIENDING OF PROSKAUER**

188. That Iviewit took a dramatic and overnight destruction of sorts and suddenly a whole new direction was taken in a fight to secure the Intellectual Properties and protect ELIOT from life threatening danger heaped upon him for his efforts to expose the corruption of these firms and their crimes that wages on today and may have a hand in these proceedings as well.
189. That ELIOT was informed when seeking to secure \$25 Million for the Private Placement Memorandum and Investment from AOLTW/Warner Bros. that the patents on file with the patent office were not the patents that Iviewit's patent attorneys and others had distributed to AOLTW/Warner Bros. as part of the patent disclosures. That it appeared according to AOLTW/Warner Bros. counsel that Iviewit's former patent counsel was patenting patents for Iviewit inventors in their own names and other unauthorized persons names and misleading potential investors with what was on file at the US Patent Office.
190. That this information regarding the USPTO filings was further found to be true and ELIOT began to formulate criminal and civil actions against the perpetrators from the law firms, when a one, Brian G. Utley ("UTLEY"), former President of Iviewit who was referred by PROSKAUER, came unannounced to visit ELIOT in California and threatened ELIOT that if he exposed the crimes committed by him and the attorneys from PROSKAUER and FOLEY they would kill him and to watch out for he and his family's backs when he returned to Florida. That ELIOT filled out complaints with the Long Beach FBI and the Rancho Palos Verdes, Ca. PD after the threats were made.
191. That UTLEY made the threat on behalf of his friends at FOLEY and PROSKAUER and the question became who tipped them off that ELIOT was on to them and formulating complaints and at this time D. SIMON refused to speak with ELIOT, refusing to answer what

had happened with his “friends” at Hopkins and Sutter that he had taken this highly sensitive material to and began instead to harm ELIOT in business and more.

192. That UTLEY and Christopher Clarke Wheeler (“WHEELER”) of PROSKAUER brought into Iviewit, their good friend from their IBM day’s together, FOLEY’S patent counsel, a one William Dick (“DICK”), former head of IBM’S far eastern patent pooling division to fix the patents that were found deficient that were previously done by Rubenstein and his partner, a one Raymond Anthony Joao, Esq. (“JOAO”), who simultaneously put approximately 90+ patents in his name after taking disclosures from ELIOT.
193. That instead of fixing the Intellectual Properties as they were retained to do, FOLEY was found furthering the fraud and putting IP now into UTLEY’S name and creating two sets of virtually identical patents with different inventors and creating identically named companies to create a corporate shell and patent shell scheme to steal the Intellectual Properties<sup>8</sup>.
194. That FOLEY’S patent applications have been suspended by the USPTO for several years pending USPTO Office of Enrollment and Discipline investigations<sup>9</sup> in combination with FBI investigations that have all turned into corruption stalled investigations<sup>10</sup> with missing agents and files and more.

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<sup>8</sup> April 21, 2004 Letter to Iviewit Shareholders and Directors regarding the Fraud Uncovered at the United States Patent & Trademark Office and the Corporate Fraud discovered.  
<http://www.iviewit.tv/CompanyDocs/2004%2004%2021%20Director%20Officer%20Advisory%20Board%20and%20Professionals%20.pdf>

<sup>9</sup> Iviewit Patent Suspension Notice  
<http://www.iviewit.tv/CompanyDocs/USPTO%20Suspension%20Notices.pdf>

<sup>10</sup> May 20, 2013 IVIEWIT LETTER TO US DOJ OFFICE OF INSPECTOR GENERAL MICHAEL E. HOROWITZ  
<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/2013-0520%20FINAL%20Michael%20Horowitz%20Inspector%20General%20Department%20of%20Justice%20SIGNED%20PRINTED%20EMAIL.pdf>

195. That it was also learned from AOLTW/Warner Bros. attorneys that Iviewit was in an Involuntary Bankruptcy<sup>11</sup> and a Billing Litigation<sup>12</sup> with PROSKAUER for a billing dispute before Judge Jorge Labarga<sup>13</sup> that was in progress and no one had mentioned this to AOLTW/Warner Bros. when soliciting investment funds or to Wachovia who was soliciting

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<sup>11</sup> Involuntary Bankruptcy Files

<http://www.iviewit.tv/CompanyDocs/Utley%20Reale%20Hersh%20RYJO%20Bankruptcy%20nonsense.pdf>

<sup>12</sup> Proskauer v Iviewit CA 01 04671 AB

<http://www.iviewit.tv/Proskauer%20v%20Iviewit%20CA%2001%2004671%20AB%20Case%20Files.pdf>

<sup>13</sup> ELIOT notes to this Court that the Probate Court Judge Martin Colin, states in his Florida Bar resume that he Labarga was his mentor and ELIOT has been pursuing Labarga since the early 2000's when he allowed the fraud on his Court to continue and favored PROSKAUER in a lawsuit that will soon be appealed based on newly discovered evidence of Fraud on the Court that took place in that lawsuit. <http://www.palmbeachbar.org/judicial-profiles/judge-martin-colin> , fully incorporated by reference herein.

That for the docket of this Lawsuit "PROSKAUER ROSE LLP V IVIEWIT.COM,INC" Case No. 502001CA004671XXCDAB and please note the docket entry at the end of the case files removed from Court @ [www.courtcon.co.palm-beach.fl.us/pls/jiwp/ck\\_public\\_qry\\_doct.cp\\_dktrpt\\_frames?backto=P&case\\_id=502001CA004671XXCDAB&begin\\_date=&end\\_date=](http://www.courtcon.co.palm-beach.fl.us/pls/jiwp/ck_public_qry_doct.cp_dktrpt_frames?backto=P&case_id=502001CA004671XXCDAB&begin_date=&end_date=)

It should be noted that somehow Judge Labarga has been replaced on the case by, JUDGE THOMAS H BARKDULL III.

That ELIOT further states that Labarga was the beginning of ALL the problems ELIOT has had with the legal system since, as attempts to cover up the Labarga Lawsuit and the many legal problems with how the case was handled, it was then found that the Florida Bar and New York Disciplinary Departments had been infiltrated by PROSKAUER lawyers who acted illegally in blocking complaints against their law firms and well, from there, the rest of the story is online at [www.iviewit.tv](http://www.iviewit.tv) and the headlines recently posted at the Iviewit site homepage speak for themselves about the recent discovery that ELIOT'S RICO and ANTITRUST lawsuit and other related cases have been intentionally interfered with to OBSTRUCT JUSTICE and DENY ELIOT and Other Related Cases Due Process and these crimes are alleged to have occurred in the recent press articles by the heads of the New York Supreme Court Department Disciplinary Departments and other high ranking public officials. For the full recent articles, see the URL @ [www.iviewit.tv/20140205EXPOSECORRUPTCOURTARTICLES.pdf](http://www.iviewit.tv/20140205EXPOSECORRUPTCOURTARTICLES.pdf)

That ELIOT is not stating Judge Martin Colin is involved in these matters or has had conversations at any time with Labarga regarding Iviewit and the Estates of SIMON and SHIRLEY, ELIOT is just pointing out the apparently coincidental relationship discovered and ELIOT will be asking Judge Colin to answer these questions about if he was being mentored during the Iviewit years with Labarga or has spoken to him ever about it and to declare if he now has adverse interests with the Estate cases of SIMON and SHIRLEY due to the fact that the FORGERY and FRAUDULENTLY NOTARIZED documents and those posited with his Court by SIMON while dead by Officers of his Court, now makes him a material and fact witness as his name is also on documents admitted to the Court by SIMON while deceased.

That one could say that Labarga's rise to recently elected Chief Justice of the Florida Supreme Court on January 30, 2014, started after the Proskauer v. Iviewit case was thrown and after his involvement in the Florida Recount of Bush v. Gore and may owe much of his rise to ELIOT.

the PPM without even a footnote regarding a Billing Lawsuit or Involuntary Bankruptcy action.

196. That ELIOT, the Board of Directors and Management had never heard of these legal actions and even more shockingly it appeared that these Iviewit companies were somehow represented by counsel that no one knew of or had retained. It was not learned until later that all of the following companies had been formed, some with Iviewit's consent and others without any knowledge of the real Iviewit companies and where involved in these actions;

- i. Iviewit Holdings, Inc. – DL,
- ii. Iviewit Holdings, Inc. – DL (yes, two identically named)
- iii. Iviewit Holdings, Inc. – FL (yes, three identically named)
- iv. Iviewit Technologies, Inc. – DL
- v. Uviewit Holdings, Inc. - DL
- vi. Uview.com, Inc. – DL
- vii. Iviewit.com, Inc. – FL
- viii. Iviewit.com, Inc. – DL
- ix. I.C., Inc. – FL
- x. Iviewit.com LLC – DL
- xi. Iviewit LLC – DL
- xii. Iviewit Corporation – FL
- xiii. Iviewit, Inc. – FL
- xiv. Iviewit, Inc. – DL
- xv. Iviewit Corporation

197. That later it would turn out that there were duplicate named corporations that were in possession of Intellectual Properties that were almost identical to Iviewit's but better and in the wrong parties names, filed with the USPTO by FOLEY and PROSKAUER and the real Iviewit companies that had IP filed intentionally deficient.

198. That in both the Involuntary Bankruptcy and the Proskauer Billing Lawsuit discovered both Plaintiffs filed these legal actions with no contracts or retainers signed with the companies they sued, in effect they sued the wrong companies it appeared. Only later was it learned that



the companies they sued were mirror companies to the real Iviewit companies and stolen Intellectual Properties had been assigned to them. Proskauer for example, sued several companies and their retainer was not with any of them. All they had to do was get rid of the real Iviewit companies, get rid of ELIOT and his family and they were home free, until like in this Lawsuit, they were caught in the act arm deep in the cookie jar. Once they were discovered a campaign of terror was begun on ELIOT to deny him due process wherever he had gone and obstruct any chance of Justice, a do or die situation for them.

199. That PROSKAUER had worked on the Wachovia Private Placement exclusively with UTLEY and FOLEY and they had failed to mention these legal actions in the PPM and these dual Intellectual Properties in others names to investors, potential investors or the Board of Directors.
200. That ELIOT then went to war in the courts to protect his and S. BERNSTEIN'S Intellectual Properties to stop the royalties being converted to the rogue lawyers and law firms and they definitely had a monetary advantage from ELIOT'S technology royalties that they instantly began collecting as their own through a variety of patent pooling schemes that tie and bundle ELIOT'S technologies in Violation of Sherman and Clayton and all those Antitrust Laws and where these law firms were composed of thousands of lawyers who stood, and still stand, in risk of losing everything if ELIOT is successful in prosecuting them and gaining the royalties owed now for a decade and half and sweeping their ill-gotten gains in his RICO.
201. That FOLEY and PROSKAUER now however had inside information regarding whom ELIOT and S. BERNSTEIN had been working with at State and Federal Agencies across the country, what legal strategies were being laid and with what agencies and whom within them



were working on the cases and this severely comprised their efforts to prosecute PROSKAUER and FOLEY and put everyone involved at risk.

202. That ELIOT filed a host of criminal and civil actions, for a listing of actions, see the URL @ <http://iviewit.tv/CompanyDocs/INVESTIGATIONS%20MASTER.htm> and due to the inside information that had been obtained by FOLEY, suddenly all of their efforts became corruption stalled. Then it was discovered that several of the attorney ethics complaints filed by ELIOT had been illegally handled by Proskauer partners who had infiltrated state agencies, including The Florida Bar and the New York Supreme Court Disciplinary Departments, in efforts to deny due process by obstruction through directly handling the complaints filed against their firms.
203. That after exposing PROSKAUER attorneys at law in rigging bar complaints in Florida and New York, which led to a Court Order<sup>14</sup> for Investigation of the deceased PROSKAUER Partner Steven C. Krane (former New York Bar Association President and Departmental Disciplinary Kingpin), PROSKAUER Partner Kenneth Rubenstein (head of PROSKAUER'S Patent Department founded after learning of ELIOT'S technologies and Rubenstein is also the sole Patent Evaluator for the largest infringer of ELIOT'S technology, MPEGLA, LLC) and former Chief Counsel of the New York Supreme Court Departmental Disciplinary Committee First Department, Thomas Cahill, things really heated up.

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<sup>14</sup> Court Order for Investigation of Krane, Cahill and Rubenstein

<http://iviewit.tv/CompanyDocs/2005%2001%2010%20DiGiovanna%20Krane%20NY%20SUPREME%20COURT%20SECONDD%20DEPT%20CERT.pdf>

204. That ELIOT at this time was then elevating the Florida Public Office corruption complaints involving Judge Jorge Labarga and the Florida Bar straight into the United States Supreme Court<sup>15</sup>.

205. That on the way to file such Supreme Court challenge of the Public Office corruption that had ensued, a very real car BOMB<sup>16</sup> went off in the Minivan of ELIOT'S family vehicle only a few hours before ELIOT'S wife and children were to take possession of it.



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<sup>15</sup> For the Supreme Court Filing regarding these matters please reference the following URL @ <http://iviewit.tv/supreme%20court/index.htm>

**IN THE SUPREME COURT OF THE UNITED STATES**

**ELIOT I. BERNSTEIN, Petitioner,**

**v.**

**THE FLORIDA BAR, et al.,\***

**Respondents.**

On Petition for Writ of Certiorari to the Florida Supreme Court

Petition's FOR: WRIT OF CERTIORARI; EXTRAORDINARY WRIT; HABEAS corpus; writ of prohibition and writ of mandamus

In Forma Pauperis

Eliot I. Bernstein - Pro Se

<sup>16</sup> FBI Letter re Minivan's "SPONTANEOUSLY COMBUSTING" and blowing up ELIOT'S MINIVAN and cars next to it @ <http://iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf>



206. That the second alleged selling out of ELIOT by a family member of ELIOT and S. BERNSTEIN begins with the car bombing where THEODORE was the last person to have had possession of the vehicle and had it towed when the battery died to the first auto body shop where the Minivan was first robbed and stripped of all the wiring in the vehicle, yet as the pictures show at the URL

<http://www.iviewit.tv/Image%20Gallery/auto/Auto%20Theft%20and%20Fire%20Master%20Document.pdf> (pages 11 & 12), the radio and tv were left in the vehicle and only the wiring was stripped, indicating possible removal of listening devices that had been planted in the vehicle, as the FBI had recently begun investigating the Iviewit matters.

207. That as indicated in the attached recently published articles regarding the wiretapping of ANDERSON and the legally related cases to hers in efforts to obstruct justice, including the illegal wiretapping of sitting Judges and Attorneys at Law who were involved in cases exposing the corruption, the theory gains more probable cause.

208. That after learning that Senator John Sampson, former head of the New York Democratic Party and Chairman of the NY Senate Judiciary Committee was threatened and then took bribes to cover up corruption in the courts, after holding hearings with ELIOT, ANDERSON and many others, including sitting Judges, regarding their complaints against Public

Officials, all of these surreal events make sense, especially for ELIOT, his wife and his children, who are at the center of all this.

209. That after the robbery of the Minivan, it was then strangely towed to another shop where it was to be repaired and left ELIOT'S wife CANDICE filing with the Supreme Court of the United States to expose the corruption on her bicycle in the pouring FLORIDA rain with two banker boxes full of filings for the Supreme Court and no car to deliver them or do anything else.
210. That when CANDICE was contacted finally to pick up the Minivan after months in the shops, only hours before Candice and the babies were to be in the car, it blew up and it is alleged by fire investigators that a police officer's radio frequency when passing by the vehicle in the early hours of the morning may have inadvertently set off the bomb prematurely, that it was stated that that the officer videotaped much of the after effects of the explosion and resulting car fires.
211. That THEODORE'S involvement was further learned to be strange when ELIOT told FBI and other investigators that THEODORE had the vehicle towed by AAA to the first shop but it was later learned from AAA who called ELIOT directly after being contacted by the authorities and claimed that on the way to pick up the vehicle after dispatching a tow truck, THEODORE had called AAA and cancelled his membership and cancelled the tow request and had changed the tow operator, who turned out to be a large client of a one, Gerald R. Lewin, CPA ("LEWIN"), who was the person who had referred Iviewit's technologies to PROSKAUER and his close personal friend, the estate planner for the Boca Raton, FL office of PROSKAUER, a one Albert Gortz ("GORTZ").

212. That LEWIN and GORTZ are two of the central alleged RICO conspirators who started this whole mess for ELIOT, his entire family and this world and it was later learned that ELIOT was not first inventor who this ring had attempted to heist Intellectual Properties from and that PROSKAUER'S WHEELER, FOLEY'S DICK and IBM'S UTLEY had worked together in efforts immediately prior to joining Iviewit to attempt to steal inventions from a billionaire Florida philanthropist, a one Monte Friedkin, of Diamond Turf Equipment Company.

213. That most of the Iviewit allegations against the PROSKAUER and FOLEY law firms and their past history of attempted IP theft can be found in ELIOT'S Amended Complaint in his RICO and ANTITRUST @

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf> , fully incorporated by reference herein.

214. That ELIOT further states that PROSKAUER was contracted to do estate plans for S. BERNSTEIN and ELIOT prior to learning of the Intellectual Property thefts to put the Iviewit stocks they owned directly into their children's names and S. BERNSTEIN'S grandchildren's names, prior to the anticipated IPO, so that the growth would accumulate in the children and grandchildren's names, instead of in ELIOT and S. BERNSTEIN'S names who would then have the burden of transferring the stocks to the children at death or sooner at the higher value.

215. That in that estate planning work that S. BERNSTEIN did, way back in 2000-2001 with PROSKAUER, P. SIMON and her lineal descendants were already considered to be predeceased and disinherited, as about this time D. SIMON and P. SIMON had breached



their buyout terms with S. BERNSTEIN and he again was done with them financially after they breached their agreements with him in the transfer of the companies.

216. That strangely enough and you thought it could not get stranger, an “EXHIBIT 1” is inserted into the record of S. BERNSTEIN’S Estate in 2012, along with an alleged 2012 Will he allegedly signed only days before his death, yet they are not bound together in any way and this alleged “Exhibit 1 Will” (see URL @ <http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121010%20WILL%20EXHIBIT%20DATED%202000%20DONE%20BY%20PROSKAUER%20ROSE.pdf> , fully incorporated by reference herein) is prepared ALLEGEDLY by PROSKAUER on August 15, 2000.

217. That the exhibited and docketed PROSKAUER 2000 S. BERNSTEIN Will is not attached or referenced in the 2012 alleged Will prepared by SPALLINA and TESCHER and has absolutely NO relation to any other document in the docket<sup>17</sup>, but yet, it clearly shows that P. SIMON had already been disinherited way back then. Further, it raises the brow as to why this was inserted into the 2012 Estate record in the first place and by whom, as the filing party is mysteriously not listed in the docket or on the document.

218. That no such Exhibit is in SHIRLEY’S docket<sup>18</sup>, which is strange since S. BERNSTEIN and SHIRLEY apparently did mirror Wills and Trusts in 2008.

219. That it should be noted here that PROSKAUER and TESCHER and SPALLINA apparently are closely related in business and personally with PROSKAUER Partners directly tied to the

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<sup>17</sup> Simon Bernstein Docket, Judge David E. French @

<http://www.iviewit.tv/Simon%20Bernstein%20Docket%20Judge%20David%20E%20French.htm> , fully incorporated by reference herein.

<sup>18</sup> SHIRLEY Docket, Judge Martin Colin @

<http://www.iviewit.tv/SHIRLEY%20BERNSTEIN%20DOCKET%20JUDGE%20MARTIN%20COLIN.htm>, fully incorporated by reference herein.

Iviewit matters, see the URL @ <http://www.jewishboca.org/news/2012/03/04/pac/caring-estate-planning-professionals-to-honor-donald-r.-tescher-esq.-at-mitzvah-society-reception-on-march-27/> and [http://blacktiemagazine.com/Palm\\_Beach\\_Society/David\\_Pratt.htm](http://blacktiemagazine.com/Palm_Beach_Society/David_Pratt.htm) , both fully incorporated by reference herein.

220. That it is alleged that S. BERNSTEIN was horrified by the possibility of THEODORE'S possible involvement in the car bombing. After the bombing, while S. BERNSTEIN and SHIRLEY were doing their replacement of PROSKAUER'S estate plans with Tescher & Spallina, P.A., who THEODORE brought into S. BERNSTEIN and SHIRLEY'S lives claiming that if S. BERNSTEIN did his estate planning work with them, THEODORE, who was just recovering from a bankruptcy he filed, would get substantial amount of referrals of insurance clients from Tescher & Spallina, P.A. and he did. S. BERNSTEIN and SHIRLEY then disinherited THEODORE and again P. SIMON and their lineal descendants in the 2008 plans.
221. That TESCHER sits on Boards of Charities THEODORE started and recently dissolved.
222. That it is alleged that SPALLINA and TESCHER who are close personal friends with THEODORE tipped off THEODORE of his disinheritance, in breach of S. BERNSTEIN and SHIRLEY'S attorney client privileges with them and again as with P. SIMON'S attorney GENIN, by disclosing this fact they may have enraged THEODORE.
223. That THEODORE on or about the time of the bombing became suddenly an overnight millionaire and went from filing bankruptcy to a four million dollar home on the intercostal and ocean in Boca Raton, FL., "new car, caviar, four star daydream" of sorts.
224. That ELIOT alleges this was THEODORE'S payoff from his new best friends LEWIN and the estate planner at PROSKAUER, GORTZ, in return for selling out ELIOT. Similar to



what D. SIMON and P. SIMON had done with their close friends at Hopkins Sutter that then got acquired strangely by FOLEY with all of ELIOT'S evidence and information against FOLEY leading to their new found "independent wealth."

225. That immediately after S. BERNSTEIN was deceased, in the first estate meeting with ELIOT, his siblings and TESCHER and SPALLINA, THEODORE and SPALLINA both boasted of their tight friendship with GORTZ and LEWIN and volunteered to call them regarding some missing estate documents and the IVIEWIT stock ELIOT had immediately began asking where it was.
226. That THEODORE introduced S. BERNSTEIN to the Sir Allen Stanford banking group, now infamous for the second largest PONZI scheme in the United States, only second to the Bernard Madoff Ponzi.
227. That ELIOT states that behind both alleged "Ponzi" schemes is PROSKAUER who had the most clients in Madoff<sup>19</sup> and where recently many of the alleged client victims of Madoff are now being found to have been co-conspirator feeder funds and the courts are allowing suits to proceed against them.
228. That PROSKAUER was also found behind the scenes in the SEC and other investigatory failures to prosecute both Madoff and Stanford.

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<sup>19</sup> Madoff Proskauer Group Discussion – Greg Mashberg et al.  
<http://www.proskauer.com/files/Event/1e0d8a8c-e42f-436c-a89f-2128cbccfb30/Presentation/EventAttachment/aec49c40-363c-4e75-b536-2355d2233897/MadoffCaseDiscussion.pdf>

229. That **PROSKAUER** is being sued by the Court Appointed Receiver in the Stanford matters for **Conspiracy** and more for **PROSKAUER'S** part in the architecting of the Stanford "Ponzi."<sup>20</sup>
230. That **ELIOT** alleges and interceded in the Stanford SEC action<sup>21</sup> claiming that both Stanford and Madoff are actually elaborate **MONEY LAUNDERING** schemes that were set up by **PROSKAUER** and others to launder the stolen royalties of **ELIOT** and other monies these law firms were making from other schemes they are involved in.
231. That in efforts to save his family it is alleged that **S. BERNSTEIN** contacted **LEWIN** and others and negotiated some form of peace agreement based on if you attempt to murder my son or harm his or our family again, **S. BERNSTEIN** would, along with others similarly situated, expose them and their crimes.
232. That **S. BERNSTEIN** was then introduced to the Stanford Ponzi bankers, whom he may have already known from Iviewit's dealings with Wachovia Securities, who **PROSKAUER** and others brought to Iviewit and where some are alleged to have transferred to Stanford, then to JP Morgan and Oppenheimer and **S. BERNSTEIN** stayed with these brokers throughout their transitions.
233. That **S. BERNSTEIN** and **THEODORE** are suddenly healthier on their net worth's to the tune of tens of millions and **ELIOT** is rescued by **S. BERNSTEIN** where he was living with his mother-in-law, as **ELIOT, CANDICE** and their three boys moved in with Ginger Stanger

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<sup>20</sup> February 08, 2012 "Stanford Trial Drags Former Proskauer, Chadbourne Partner Back into Spotlight" The AmLaw Daily.

<http://amlawdaily.typepad.com/amlawdaily/2012/02/tom-sjoblom.html>

<sup>21</sup> February 29, 2009 Intervener in Stanford

<http://www.iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/2009-0225%20USDC%20Northern%20TX%20Filing%20RE%20SEC%20STANFORD%20I.pdf>

and her daughter, in a less than a 500 ft. sq apartment located in Red Bluff, CA, yes, 7 people in a two bedroom, one shower shoe box, after the car bombing and while S. BERNSTEIN tried to work things out.

234. That for a few years while things were starting to pick up in ELIOT'S RICO and ANTITRUST, as the Honorable Shira A. Scheindlin related ELIOT and other public office corruption cases to a WHISTLEBLOWER lawsuit of a HEROIC and PATRIOTIC, Attorney at Law, yes, there actually are fabulous brave attorneys at law left and she qualifies as one of most powerful Whistleblowers of our time. That her whistleblowing exposed how Wallstreet melted down due to systemic corruption by Attorneys at Law, at the highest levels of the Court system and why none of them have been arrested and the money they have stolen has not been recovered. A criminal network operating inside government and penetrating virtually the entire judicial system, from US Attorneys, to DA'S, to ADA'S, to heads of the Departmental Disciplinary Committees, to Governor's and Attorney General's, all in a massive corruption scheme that had disabled JUSTICE. Her name, Christine C. Anderson, Esq. ("ANDERSON") and prior to meeting ANDERSON at her hearing and testifying with her before the New York Senate Judiciary Committee in hearings held on Public Office corruption and where all of this was engraved in the Federal Court Record and Judiciary Committee record for history. ELIOT, prior to ANDERSON, considered himself brave and heroic but this woman, this ethical and morally upright woman was a disciplinary ethics marvel, a role model for attorneys at law who blew ELIOT and CANDICE'S minds and the whole courtroom at the hearing with her detailed revelation of the corruption.
235. That the transcript of ANDERSON Hearing from her Lawsuit in the Southern District that ELIOT'S RICO is related to, Case No. 07cv09599 "Anderson v The State of New York, et

al.” hereby incorporated by reference herein, proves beyond fascinating as ANDERSON peels the onion reaching deep into the heart of the corruption by naming names, including the “CLEANER” from the New York Supreme Court attorney regulatory agency the First Department Departmental Disciplinary Committee, a one Naomi Goldstein, who whitewashed complaints for favored lawyers and law firms and lawyers in a variety of government outposts. ANDERSON exposes Thomas Cahill, one of the defendants ELIOT was pursuing for denying him due process and obstructing his complaints to aid and abett PROSKAUER, Chief Counsel of the disciplinary department, who ELIOT had filed a complaint against and he was ordered for investigation by a panel of five Justices of the New York Supreme Court Appellate Division First Department.

236. That ANDERSON states the corruption scheme operated with a select group of corrupted law firms, whose lawyers revolved through government offices to cover any crimes that were alleged against them. At the top of prosecutorial and ethics offices these criminals disguised as attorneys at law in government posts seized control of these departments and no complaints against them or their friends received due process from anywhere the public citizen harmed by them turned. Wonder why no one has gone to jail for Wallstreet crimes that have been committed almost wholly by corrupted lawyers who architected these crimes against our nation and populace and other countries worldwide and none of the guilty parties arrested and jailed and not a dollar of the stolen monies recovered by the soft, if not wholly overtaken and impotent Department of Injustice. Monies stolen from little old ladies and babes mouths through complex legal schemes to rig markets and more and virtually every American through their schemes have been harmed in significant ways, including but not limited to, deflated homes where they took a 50% loss in home values from intentional

rigging of the home markets, intentional market crashes that have wiped out half of peoples retirement accounts, libor and prime rate fixing that manipulated loan rates on virtually every loan on the books, subprime crap sold worldwide as AAA grade investments, derivatives (should be called delusionals) inflating asset values over 30 times in some instances and parceling them to unsuspecting investors and virtually all of these legally complex schemes required Attorneys at Law to create them. Attorneys at Law were behind the schemes and profiting off the destruction of our country, betting against the country to fail after rigging it to fail and where they are guilty and now the whole world knows it and people are starting to demand their monies. Yet, no courts or prosecutors have been successful in recovering these trillions of dollars from stolen by a handful of what appear to be CRIMINALS DISGUISED AS ATTORNEYS AT LAW and PUBLIC OFFICIALS, including a handful of corrupt judges and politicians, at the top in most instances.

237. That if this Court wants answers to these questions of why there is no JUSTICE in certain courts and regulatory agencies in America today and discover how they disabled then ask ANDERSON and Hon. Judge Scheindlin and dig deeper than the surface of the Iviewit and ANDERSON Lawsuits, read the transcripts of her trial, learn why she is one of the most significant Whistleblowers in history, a true super hero and Scheindlin my other for allowing it into recorded history. These women represent Lady Justice to ELIOT and “whose consciences are as true to duty as the needle to the pole”<sup>22</sup> in defending the Justice system.

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<sup>22</sup> Ellen G. White – “The greatest want of the world is the want of men—men who will not be bought or sold, men who in their inmost souls are true and honest, men who do not fear to call sin by its right name, men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall.” Education, p. 57, c 1903, 1952, The Ellen G. White Publications; Pacific Press Publishing Association.

238. That after ANDERSON lost her trial, most Honorable Judge Scheindlin came back into the court after the jury had disbanded and shockingly read into the record that the main defendant in ANDERSON'S case, the Chief Counsel of the Departmental Disciplinary Committee of the New York Supreme Court First Department, Thomas Cahill, had perjured his testimony in court in a dramatic ending twist. Yet, what an opening for ANDERSON and the related cases for appeal, combined now with the fact that they were targeted and their rights violated to OBSTRUCT JUSTICE and DENY THEM DUE PROCESS, of course, appeals will be made once the cancer can be removed from the courts, in order to allow fair and impartial due process. Scheindlin's dismissal was not the end for ANDERSON and the related cases, just the beginning of the end of the corruption.
239. That the recent revelations that contracts taken out by the heads of the Disciplinary Departments of the Supreme Court of New York on ANDERSON, the related cases and others, that MISUSED JOINT TERRORISM TASK FORCE FUNDS AND RESOURCES to target these civilian non-combatants and through VIOLATIONS OF THE PATRIOT ACT, for political agendas began total surveillance, wiretapping, email tapping and more with the INTENT to shut down their efforts at DUE PROCESS and PROCEDURE through OBSTRUCTION OF JUSTICE and interfering with their rights to preclude them from being prosecuted is all UNBELIEVABLE but true. Until of course you throw the "E Factor" or "Eliot Factor" into the equation, which explains everything when nothing makes sense.
240. That further UNBELIEVABLE but true is that it was also learned that illegal wiretapping and obstructions were being made against sitting Judges who, perhaps like Scheindlin, were allowing cases to move forward that exposed the internal corruption. That with the threats on US Senator Sampson who also was exposing this MASS OF GOVERNMENT

CORRUPTION by rogue Attorneys at Law and other high ranking government officials and the admission that he then took bribes to cover it up, well perhaps one can better understand why Scheindlin may have been forced to dismiss the cases or bribed but ELIOT believes the former is true for it appears she has unshakeable integrity, ELIOT witnessed it in her Court at the ANDERSON trial.

241. That after the CAR BOMBING, S. BERNSTEIN and ELIOT had agreed that ELIOT would distance himself from family and friends while S. BERNSTEIN tried to work something out to take the heat off their family and find out what was going on.
242. That ELIOT states S. BERNSTEIN and he then spoke and S. BERNSTEIN had arranged an Advanced Inheritance Agreement and as mentioned it had conditions, where ELIOT had to promise certain items in return for steady income to provide for his family.
243. That after being off the grid and working to prepare the Federal RICO and ANTITRUST and with no way to contact family and friends for help without putting them and their families in harm's way, except for some other brave/crazy/patriotic/heroic souls who became toxic helping ELIOT survive, there were not many options, as car bombs scare off even the most rational and make getting a job damn near impossible. In fact, when each time you start your car with your wife and children in the car, you can't imagine, it's a stressful job in and of itself.
244. That S. BERNSTEIN then did an alleged deal to save ELIOT'S life and S. BERNSTEIN gets Stanford accounts and has ELIOT sign the Advanced Inheritance Agreement that then protected ELIOT and his children with a steady income and a fully paid for home in the children's names and all expenses paid. The conditions, ELIOT must pull out references to THEODORE, D. SIMON, IANTONI, and FRIEDSTEIN'S husband Jeffrey Friedstein ("J.



- FRIEDSTEIN”) of Goldman Sachs (“GOLDMAN”) from all web references (other than already so named in filed criminal and civil actions) and pull them out of future actions.
245. That S. BERNSTEIN also asked ELIOT to do the same for LEWIN. Further, ELIOT had to promise not to sue his family members in the RICO, including D. SIMON, P. SIMON, THEODORE, FRIEDSTEIN & GOLDMAN regarding the information he had regarding their involvement leading up to the bombing and again, at this time, ELIOT had been eating food scraps and avoiding help from friends or family, except those brave few who acted patriotically in support without concern to the risks and there was very little choice.
246. That for example of what happens when one tries to help and support ELIOT and his family, one only need to look at a recent Ninth Circuit Court Case Nos. 12-35238, 12-35319 and its predecessor case, UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON Case No. 3:11-cv-00057-HZ, The Honorable Marco A. Hernandez, OBSIDIAN FINANCE GROUP, LLC, ET AL., Plaintiffs-Appellees and Cross-Appellants, v. CRYSTAL COX, Defendant-Appellant and Cross-Appellee, to see how the courts are being misused against anyone trying to help ELIOT and expose the court and public office corruption.
247. That Cox has been reporting on the Ivewit story and ANDERSON Lawsuit and related cases for several years now and has become the victim of mass smear campaign that has harassed and defamed her, the posse headed by Attorneys at Law.
248. That the recent reversal of the lower court in favor of Cox illustrates how a win for Cox and Free Speech in the Appeals Court had a very negative impact on Cox, as the court used the pulpit to make slandering and defamatory statements about Cox, without a single shred of evidence to support their claims stating she had committed the crime of extortion, which Cox has never been accused of, tried for or convicted of.

249. That Cox's attorney, the esteemed Eugene Volokh, requested a rehearing<sup>23</sup> to clarify and set straight the record and get the defamatory statement of the Ninth Circuit stricken from the opinion. That Cox had prepared a Pro Se submission that included more details of how this defamation has spread to now hundreds, if not thousands of different sources from blogs to mainstream media in just a few short weeks since the decision, which can be found at the URL, <https://docs.google.com/document/d/1Sfa6KPy3ur6pBOcUF64CfvRfKM-n0ASMWhpUPC4G43Q/edit> , fully incorporated by reference herein.
250. That the Court should note that the Ninth Circuit stated she "apparently" was involved in extortion in the past, with no proof or conviction of such, yet when Reuter's reported on the decision they left off the word apparently so as to publish that the Ninth Circuit stated she had committed extortion, not "apparently" had.
251. That the Court should note that the Obsidian Attorneys attempted to then add ELIOT as a DEFENDANT in the case, months after the case was decided against Cox and already was on appeal, which Judge Hernandez dismissed only hours after receiving the Motion to include ELIOT. Yet, ELIOT remains on the docket<sup>24</sup> listed as a Defendant, making it appear he has a judgment of \$2,500,000.00 against him too, as if he lost the case that he was never entered into legally or a part of. Yes, just more strange events around the historically epic

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<sup>23</sup> In the United States Court of Appeals for the Ninth Circuit Nos. 12-35238, 12-35319  
OBSIDIAN FINANCE GROUP, LLC, ET AL., Plaintiffs-Appellees and Cross-Appellants, v. CRYSTAL COX, Defendant-Appellant and Cross-Appellee.

Eugene Volokh, Mayer Brown LLP UCLA School of Law

<https://docs.google.com/file/d/0Bzn2NurXrSkib1NraEFFb1Rac2M/edit?pli=1>

and

<https://docs.google.com/file/d/0Bzn2NurXrSkiVy02aEJN0VWZig/edit?pli=1>

<sup>24</sup> Obsidian Docket @

<http://ia600403.us.archive.org/9/items/gov.uscourts.ord.101036/gov.uscourts.ord.101036.docket.html> (Docket Entries 136-138)

inventions deemed “The Holy Grail” by others, some foolish enough to then try and steal them, more evidence of the “E Factor” at work.

252. That with the signing of the Advanced Inheritance Agreement, SHIRLEY and S. BERNSTEIN again had medical malady news and ELIOT and CANDICE who were set to buy a home in EUREKA, CA (as this was an additional gift that came to the children with the terms of the AIA inked) asked S. BERNSTEIN and SHIRLEY if they thought it safe to return to Boca Raton, FL to be with them so that SHIRLEY and S. BERNSTEIN could be with their grandchildren again, as it would be very difficult for them to fly out often and visit their grandchildren so far away with their health conditions.
253. That despite the inherent dangers to ELIOT, CANDICE and the grandchildren moving back to the lions den and despite everyone agreeing that it was not safe, ELIOT and CANDICE decided it was more important to bring the grandchildren back to SHIRLEY and SIMON, as these CRAZY events, including attempted and threatened MURDER of ELIOT and his family had already ripped the grandchildren away from them overnight each time and with no warning, due first to the DEATH THREATS and then the CAR BOMB.
254. That upon returning to Florida, SHIRLEY and S. BERNSTEIN were so overwhelmed that ELIOT and CANDICE would risk so much to bring them their grandchildren back they arranged for a home to be purchased for ELIOT’S children and family, owned through an LLC that S. BERNSTEIN set up in the children’s names. A home that ELIOT’S children own to protect it from ELIOT’S many enemies. SHIRLEY, who was very sick at the time well she just flipped lid, forgot her cancer and totally remodeled the home from ground up, inside and out, fully decorated in her exquisite style and made it ready to live in from the

moment ELIOT and family moved in, from engraved towels for the kids, beds, furniture, it was perfect.

255. That ELIOT had never taken very much from his FATHER and MOTHER that was not earned or a loan through his 100% owned companies, all loans repaid. ELIOT rejected the silver spoon seeing it as poison and wanted to build a kingdom of his own for his princess, like his FATHER had, building from ground zero up. With the Iviewit inventions S. BERNSTEIN and SHIRLEY could not have been prouder, as mentioned, S. BERNSTEIN was the Chairman of the companies and spent much of his time at Iviewit offices.
256. That when moving back to Florida, instead of choosing a much larger more expensive home that they were considering, ELIOT and CANDICE chose a much lower priced home behind a beautiful private school, Saint Andrews, which again, weeks before school started S. BERNSTEIN and SHIRLEY had another surprise, for taking the smaller home came tuition paid school for the three boys at Saint Andrews through high school, a gift to the boys who had just come from almost four years of Top Ramen, Food Stamps, WIC and tight quarters.
257. That later S. BERNSTEIN and SHIRLEY would notify ELIOT, CANDICE and others that they had prepaid college for all three boys and fully funded their educations for four years of college but that appears missing from the Estate, at the moment.
258. That after returning home to Florida everything seemed to be going incredibly well, whatever S. BERNSTEIN worked out with LEWIN et al., ELIOT was left alone for the most part by the lions all around him. That is up until the Sir Robert Allen Stanford Ponzi ("STANFORD PONZI") blew wide open and the Bernard Madoff links to PROSKAUER were exposed.
259. That here is where this epic piece of history takes yet another turn and S. BERNSTEIN and SHIRLEY become outraged that much of their investment funds were suddenly frozen in

STANFORD and panic set in that this could have devastated the family like the Madoff victims.

260. That ELIOT filed an intervener in Case Name: "Securities and Exchange Commission v. Stanford International Bank Ltd et al Case Number: 3:09-cv-00298-N" and S. BERNSTEIN called him shortly thereafter and stated that if ELIOT would remove his pleading and withdraw as Trustee of his children's Stanford accounts then things might get better for the family sooner than later but ELIOT had to act fast.
261. That ELIOT agreed to remove his STANFORD PONZI pleading in part, the part that stated ELIOT was suing on behalf of his children's accounts but it was agreed that ELIOT would leave in his claims with the court that the STANFORD PONZI was actually a money laundering scheme architected by PROSKAUER to launder ELIOT and others stolen royalties and monies, already at that time the royalties converted were in the tens to hundreds of billion dollars and the Madoff and the STANFORD PONZI'S were only two of the Ponzi's they were running.
262. That it was learned that STANFORD and MADOFF were also being used to buy off politicians and other government insiders, who had overnight accounts in the STANFORD and MADOFF PONZI schemes for doing "favors."
263. That shortly after ELIOT withdrew his STANFORD PONZI interpleader through a formal filing with the Court, S. BERNSTEIN recovered almost all his monies back instantly, which were primarily his blue chips and other safe investments that were brokered through STANFORD.
264. That the only monies he lost and are still frozen were from bogus Certificate of Deposits that were the bane of the STANFORD PONZI and litigations were started by S. BERNSTEIN to

recover these funds and supposedly the litigations are assets in the Estate of S. BERNSTEIN, although not listed on the inventories supplied by SPALLINA and TESCHER.

265. That it is believed that S. BERNSTEIN lost 1-2% of his portfolio holdings in the CD'S of STANFORD, approximately two million dollars, although SPALLINA and TESCHER have failed to provide any information to the beneficiaries regarding the litigations, again failing Probate Rules and Statues as ALLEGED Co-Personal Representatives of the Estate of S. BERNSTEIN and soon to be officially REMOVED as Co-Personal Representatives and Counsel in all Bernstein related matters.

266. That it is believed that S. BERNSTEIN began to speak with state and/or federal authorities regarding STANFORD and the relations to Iviewit and here is where trouble may have begun for S. BERNSTEIN.

**THE THIRD BETRAYAL OF ELIOT AND S. BERNSTEIN BY FAMILY – THE FRIEDSTEIN FAMILY AND THE GOLDMAN CONNECTION**

267. That Lisa Friedstein's husband, Jeffrey Friedstein ("J. FRIEDSTEIN") and his father, Sheldon Friedstein ("S. FRIEDSTEIN") were at ground floor when the Iviewit's inventions were discovered. J. FRIEDSTEIN was in fact an inventor listed on a patent application with ELIOT for remote controlled low bandwidth video, similar to that used in today's drone and surveillance military applications.

268. That J. FRIEDSTEIN signed an NDA for GOLDMAN and took all information of Iviewit's Intellectual Properties to them and began introducing clients to Iviewit, many who signed various stages of contracts with Iviewit.

269. That GOLDMAN was preparing for the anticipated IPO after the Wachovia PPM was secured and everything was going well, in fact, the FRIEDSTEIN'S and IANTONI'S were

initial investors in Iviewit both with a 5% interest. That IANTONI and her husband both worked for Iviewit until it was blown apart after discovering the Intellectual Properties were being stolen.

270. That when it was discovered that FOLEY was involved in the Intellectual Property thefts things took a turn for the worse with ELIOT'S relation with J. FRIEDSTEIN and he abandoned Iviewit and later it was learned that S. FRIEDSTEIN had close ties to FOLEY and suddenly GOLDMAN and the FRIEDSTEIN'S shut ELIOT down, refusing to even take calls regarding the royalties their clients owed, who were almost all using the technologies already and the breaches of contract this constituted.
271. That later, ELIOT sent GOLDMAN letters demanding they honor their contracts with Iviewit and demanded their clients that were using Iviewit's technologies after disclosures with ELIOT and other agreements cease and desist and GOLDMAN refused to even return the calls and letters and ELIOT was preparing complaints against them for their breaches.
272. That ELIOT'S contacting GOLDMAN was to also try and prevent their inclusion in criminal and civil actions ELIOT was filing at the time and when J. FRIEDSTEIN and S. FRIEDSTEIN would not respond to ELIOT, ELIOT contacted the heads of GOLDMAN and demanded a response.
273. That after being barraged with whining from FRIEDSTEIN and J. FRIEDSTEIN to S. BERNSTEIN and SHIRLEY about ELIOT'S contacting Goldman's senior management and auditors, ELIOT'S parents asked him to pull GOLDMAN out of any further actions and protect his sister's family from backlash from GOLDMAN and ELIOT so complied with his parents' wishes in efforts to maintain peace in the family and backed away from GOLDMAN until this day.



274. That S. BERNSTEIN and SHIRLEY were gravely disappointed with J. FRIEDSTEIN and S. FRIEDSTEIN'S betrayal of ELIOT and the Ivewit companies and from that point forward S. BERNSTEIN, SHIRLEY'S and ELIOT'S relationship with the entire Friedstein family became strained forward.
275. That one cannot understand how this can happen by one's own family, until one lives through events such as these but it became obvious that PROSKAUER and FOLEY are the ones pulling the strings and making allies with ELIOT'S siblings to turn against him but money can buy off a lot of people and ELIOT does not blame his siblings for their actions but rather pities them.

**THE FOURTH BETRAYAL OF ELIOT AND S. BERNSTEIN BY FAMILY**

**THEODORE, P. SIMON AND FRIEDSTEIN ATTEMPT TO STEAL THE INHERITANCE OF ELIOT'S FAMILY AND DISMANTLE THE ESTATE PLANS OF S. BERNSTEIN AND SHIRLEY.**

**THE ALLEGED, NOT BY ELIOT BUT BY THEODORE, MURDER OF S. BERNSTEIN**

276. That S. BERNSTEIN may have been set up from the point the STANFORD PONZI was exposed, to get rid of him before he talked to the authorities by the same folks who wanted to get rid of his son.
277. That the series of events leading up to and immediately after his death speak volumes to this theory and how ELIOT'S enemies, FOLEY and PROSKAUER, may have recruited further THEODORE and P. SIMON to aid in their efforts to silence and destroy S. BERNSTEIN and then ELIOT and his wife and children.
278. That the question of if S. BERNSTEIN was murdered was raised shortly before he died and immediately thereafter THEODORE and others accused S. BERNSTEIN'S companion of

MARITZA of murdering him. Was S. BERNSTEIN murdered and if so was it by his companion who had nothing to gain or was it premeditated and planned to make it look like Murder if something came back or anyone caught on and have already in the waiting a patsy to hang.

279. That P. SIMON'S note to her father, attached to her letter written by her attorney GENIN, recanting P. SIMON'S delusional account of her and S. BERNSTEIN'S lives together, it is asserted that P. SIMON, THEODORE, IANTONI and FRIEDSTEIN, in November 2011 all had "independent wealth" and both the note and letter to S. BERNSTEIN state that ELIOT needed to be protected first and foremost in the Estates and Trusts of S. BERNSTEIN and SHIRLEY.
280. That further, GENIN claims that P. SIMON and D. SIMON built the companies from S. BERNSTEIN saving this poor dilapidated man from ruins and since they took over the businesses were doing great. Yet, "it's strange it's so very very very strange"<sup>25</sup> that just months later, in a May 2012 meeting, THEODORE and P. SIMON were trying to force SIMON to change the Estate plans and asking ELIOT to give up his interests in the Estates to include their children and ELIOT agreed to go along with whatever S. BERNSTEIN wanted but those demands to change the Beneficiaries never appear to have legally taken place and the abuse by ELIOT'S siblings of S. BERNSTEIN heated up after May 2012 and lasted until his dying day.
281. That P. SIMON and THEODORE in the May 2012 meeting to discuss the proposed agreement stated and SPALLINA confirmed that THEODORE and P. SIMON were both suddenly doing horrible in the businesses they had acquired due to this or that market

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<sup>25</sup> Terry Reid - Season Of The Witch Lyrics | MetroLyrics

condition and therefore why they were demanding to be re-inherited in the Estates of S. BERNSTEIN and SHIRLEY.

282. That if ELIOT, IANTONI and FRIEDSTEIN were willing to share their inheritances in the Estates with the grandchildren first needed to be assessed and in principal they agreed to do anything their father decided to do and this would end the abuse of S. BERNSTEIN, such a deal.
283. That in exchange for be re-inherited they would stop their campaign of terror on S. BERNSTEIN that had started almost immediately after he lost SHIRLEY, the love of his life and the torture of their father by withholding their children, his grandchildren from him, with their “tough love” aka elder abuse scheme would end and they would leave him and his companion, a one Maritza Rivera Puccio (“MARITZA”) alone from further abuse.
284. That if THEODORE and P. SIMON had “independent wealth” at the time GENIN wrote the letter in November 2011, only six months earlier what happened by January 2012 to change them to needing to be included in an Estate that they claim is only a few million dollars, what happened to their “independent wealth” in such a short time.
285. That according to P. SIMON’S lawyer GENIN’S unsupported by documentation account of S. BERNSTEIN, he was nothing without P. SIMON when she saved him from ruins and put him to pasture with enough to retire on years earlier, so sick he could no longer work according to her lawyer GENIN’S account of the events. So what was P. SIMON really after at that time since she had “independent wealth” and claimed it was not about the money?
286. That the account written from GENIN’S perspective of P. SIMON’S life with her father were claimed to be a factual account of event but GENIN prequalified her factual account of the events by starting her letter with the following caveat, “Following is my [GENIN’S]

understanding of the circumstances under which you [P. SIMON] obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), **which I understand can be supported by documentation.**" [Emphasis Added] In other words, the facts expressed were based on NO documentation or evidence that the attorney at law had seen or reviewed, so they are assumed facts with no evidence to back them up or not really a factual account at all.

287. That ELIOT states that P. SIMON is clearly attempting to establish a false record of fact through her attorney at law's eyes, so as to give it legal authority despite that the account is not based on evidence, in efforts to claim she was not gifted anything and thus should be included back into the Estates.

288. That P. SIMON'S intent appears clear, to claim that she was gifted nothing, her father was a bum that she took of care and therefore she was not compensated while S. BERNSTEIN and SHIRLEY were living and attempting to establish a legal right back into the Estates distribution claiming she was not gifted anything but forgetting to state that she owed S. BERNSTEIN four million dollars that she breached her contract on.

289. That ELIOT does say a "kernel" of truth emerges when she claims that S. BERNSTEIN, after the failed buyout and loss of his \$4,000,000.00 in consulting fees, began to sell insurance in Florida and competed with STP by selling Arbitrage Life through his own deals, with his agents, wholly excluding P. SIMON. S. BERNSTEIN claiming they had breached the contract and therefore had no legal rights thereunder to stop him from competing. However, it is interesting how GENIN'S account of S. BERNSTEIN and P. SIMON'S business dealings fails to mention this and instead states he was pilfering their clients because he was a low life of sorts.

290. That in year 2007 S. BERNSTEIN took in addition to a salary of \$252,622.00 a shareholder share of current income of LIC Holdings, Inc. of 33% of \$11,601,040.00 (86% cash distribution) or \$3,867,013.33 for a total \$4,119,635.33. Not bad for a bum who P. SIMON'S attorney GENIN accuses of stealing P. SIMON'S antique furniture and being to ill to work.
291. That in year 2008 S. BERNSTEIN took a salary of \$3,756,298.00. Not bad for a retired bum with a bad heart and hepatitis according to GENIN'S letter who was living off the fat and gratuity of P. SIMON'S good graces.
292. That in 2007-2008 S. BERNSTEIN took home a total **\$7,875,933.33**. Yet, according to THEODORE and SPALLINA in hearings before Hon. Judge Colin, only four years later the entire net worth of the Estates was only ESTIMATED at four million dollars, again, estimated because no accountings of the Estate and Trust values have been provided to the beneficiaries, in violation of Probate Rules and Statutes.
293. That in the May 2012 meeting SPALLINA stated that THEODORE was suddenly needing to be re-inherited because his businesses were not doing well, despite his having "independent wealth" according to GENIN only months earlier, again SPALLINA selling the story to ELIOT, IANTONI and FRIEDSTEIN.
294. That THEODORE in the year 2007 THEODORE took in addition to a salary of \$2,274,632.00 a shareholder share of current year income of 45% of the \$11,601,040.00 (86% cash distribution) or \$5,220,468.00 for a total of \$7,495,100.00.
295. That in 2008 THEODORE took a salary of \$5,225,825.00.
296. That in 2007-2008 THEODORE took home a total of **\$12,720,925.00**. That THEODORE then claiming in May of 2012 that he was broke seems that THEODORE either is a

spendthrift, drug addict or gambler, who lost it all and he suddenly needed back into the Estate or does he have another more sinister motive.

297. That in 2007-2008 ELIOT took home a total of \$0.00, lives in a \$350,000.00 home that his children own and his children received \$10,000.00 to \$15,000.00 a month stipend from S. BERNSTEIN that initially was tied to the Advance Inheritance Agreement to support basic living expenses, all necessary due to the harassment and attempted murder of ELIOT and his family that has made their lives hell since.
298. That these funds kept ELIOT supported to work on protecting S. BERNSTEIN and his Intellectual Properties and protect his family from harm and another BOMB by pursuing those trying to harm him. ELIOT has worked night and day, twenty hours every day as if in a trench war fighting the dirty bastards to protect his family and so giving them hell in the process.
299. That what is true from P. SIMON'S lawyer GENIN'S account is that after his recovery from his quadruple bypass in 1987 and other heart fixes, S. BERNSTEIN was on full disability and could no longer act in the same capacity in his companies as an executive and he invited P. SIMON and D. SIMON into the companies to take over the day to day management and operations that he had done for years in addition to his sales capacity.
300. That S. BERNSTEIN then focused on primarily sales and raising capital and traveled the country closing insurance sales and massive banking Arbitrage deals that made him and the companies millions annually and S. BERNSTEIN continued to feed his flock well, including A. SIMON, D. SIMON and P. SIMON who had marble offices with full staff and high paying salaries straight out of college. When he sold out the companies to P. SIMON and D. SIMON he never anticipated their total betrayal.

301. That unlike GENIN'S account of how the family business grew, it was primarily from ELIOT, his college buddies and his agents nationwide efforts, who did most of the sales, did all the marketing packages, wrote the insurance comparison software, wrote the underwriting system software, did the banking introductions that brought in hundreds of millions dollars and more.
302. That S. BERNSTEIN frequented California from Florida quite often from 1987-1997 during his alleged "retirement" and sickness to close some of ELIOT'S biggest clients and deals, he never left a meeting without an Application Signed or Financing Secured and he traveled incessantly throughout the country closing accounts for his entire field force and mentoring them all.
303. That after ELIOT introduced S. BERNSTEIN to COOKMAN they closed hundreds of millions of dollars of Arbitrage Premium Financing from the largest banks in the world, which again produced massive revenues for the companies P. SIMON was gifted in large part and the MASSIVE GROWTH of STP was from ELIOT and S. BERNSTEIN'S closing of the Jumbo Banking Deals and the ensuing sales of the insurance financed with these dollars. STP was soon managing nearly a billion dollars of premium and making a pretty penny on the spread of the total arbitrage pool of funds, plus the insurance premium commissions and trust fees charged.
304. That this breadwinner and leading insurance agent in the nation who earned millions a year in income through the 2000's, as he had done in the 90's, 80's and 70's, is the same poor, un-reputable, antique furniture stealing, client pilfering, disabled with heart disease and hepatitis, put out to pasture and retired by his loving daughter's good graces father of P. SIMON, GENIN describes, with no supporting documentation of her claims. This wretch of



a man whose loving daughter also further purchased his MAGNIFICENT MILE condominium on Oak and Michigan Avenue in the heart of the Chicago as a favor to him when he moved to Florida and where she even paid top dollar from her “independent wealth.”

305. That it is alleged that S. BERNSTEIN changed his beneficiaries prior to death in both he and SHIRLEY’S Estates from ELIOT, IANTONI and FRIEDSTEIN to his ten grandchildren but ELIOT claims these proposed changes in May of 2012 were never completed and that the abuse of S. BERNSTEIN by his 4 other children and 7 other grandchildren that was to cease when the changes were made never in fact ceased to his dying day and therefore that deal was breached before it was ever made and S. BERNSTEIN appears never to have legally made any changes, until after he was deceased with a little a help from POST MORTEM forged and fraudulently notarized documents that he posited with the court while dead.
306. That ELIOT alleges when the changes were not made, THEODORE and P. SIMON became more enraged, when only weeks before S. BERNSTEIN died, THEODORE was still demanding that the changes be made and fights ensued over this only weeks before he died, with SPALLINA being called in to try and further leverage S. BERNSTEIN to make the changes.
307. That S. BERNSTEIN only weeks before his death, at the same time he is alleged to have made the changes to he and SHIRLEY’S beneficiaries, was sued by a one, William Stansbury (“STANSBURY”), now a creditor to the Estate of S. BERNSTEIN who has tried to intervene in this Lawsuit and whose main complaints in his Lawsuit are from the acts of THEODORE not S. BERNSTEIN. STANSBURY claims THEODORE took millions of

dollars owed to him and swindled him out of stock in a company he owned shares of with THEODORE and S. BERNSTEIN.

308. That ELIOT alleges that S. BERNSTEIN thought STANSBURY had been paid and was very hurt by the Lawsuit filed only weeks before his sudden and unexpected death. However, upon closer inspection of the books, it is alleged that S. BERNSTEIN found that not only had THEODORE taken STANSBURY'S money that was supposed to be reserved but that THEODORE might have been taking his money too and this may have led to his seeking audits of OPPENHEIMER accounts and more.
309. That it is alleged that fights broke out over the STANSBURY Lawsuit and S. BERNSTEIN'S refusal to make changes to the Estate plans between THEODORE and S. BERNSTEIN and that weeks before his death, S. BERNSTEIN suddenly and overnight uprooted from the offices he shared with THEODORE and opened a new venture with his secretary, Diana Banks' ("D. BANKS") husband, Scott Banks ("S. BANKS") and created a new company he was in the process of funding with \$250,000.00 of startup capital called Telenet Systems LLC ("TELNET"), another assets of the Estate of S. BERNSTEIN that was not inventoried or handled properly according to Probate Rules and Statutes.
310. That S. BERNSTEIN called ELIOT and CANDICE to come help set up TELNET and offered them a piece of the pie if they would get the sales force going and his companion MARITZA was also to share in the company and work there.
311. That S. BERNSTEIN expressed that he was afraid of THEODORE and expressed that THEODORE may have taken the money from both him and STANSBURY and he was fearful of THEODORE'S violent behavior and increasing pressure on him to make changes to his Estates.

312. That on or about the time of the STANSBURY Lawsuit and the alleged changes to the Beneficiaries, only a few weeks before his death, S. BERNSTEIN began having a strange brew of health problems that were inexplicable according to several of his doctors that he saw during that time, all who began giving him new medications and altering his other daily medications and running test after test, with no diagnosis determined prior to his death.
313. That S. BERNSTEIN began a death spiral of sorts, suddenly hallucinating and swelling up like balloon with screaming headaches that drove him to have a brain scan only a few weeks prior to his death and again no one could figure out why he was melting down, what the source of the problem was.
314. That on September 12, 2012 S. BERNSTEIN was brought to the hospital in the early morning and throughout the day his condition was undetermined. First he was diagnosed as possibly having had a heart attack. After extensive testing for a heart attack it was determined that he did not have a heart attack. By nightfall, the doctor handling his case stated that he absolutely did not have a heart attack, there were no markers indicating such from the tests and instead thought he might have West Nile Virus or some other unknown infectious disease, as S. BERNSTEIN'S readings on certain of his tests were still off the chart, indicating that something was still wrong but again no specific diagnosis was offered.
315. That the Doctor stated S. BERNSTEIN was however stable, his heart was fine and that he would have to spend a day or two in the hospital being tested by the infectious disease folks and the family should all go home and get some rest and he would see us in the morning. MARITZA stayed with him to comfort him.

316. That very early the next morning of September 13, 2012, only a few hours after leaving S. BERNSTEIN, ELIOT was woken by a call from the hospital to come over immediately as his father was being resuscitated.
317. That five minutes later ELIOT showed up at the hospital to find MARITZA in the waiting room crying, she had been escorted out of his room as someone had told the hospital that S. BERNSTEIN may have been being poisoned and that it may have been MARITZA.
318. That ELIOT went to the ICU door and at first they refused to let him in while S. BERNSTEIN lay dying feet away until security arrived due to the alleged murder through poison that was called in.
319. That ELIOT was then let in to the room but it was too late, S. BERNSTEIN despite several attempts to revive him then died within the hour, never regaining consciousness.
320. Most bizarre is that when ELIOT'S brother THEODORE and sisters IANTONI and FRIEDSTEIN arrived and P. SIMON was called in Israel, they all decided that no more lifesaving efforts should be made, claiming that S. BERNSTEIN would not want to be revived and tried to have the doctors cease working to revive their father.
321. That since S. BERNSTEIN had put ELIOT in charge at the hospital that day, ELIOT refused to give up on his father, as he was not on life support and a decision to pull the plug being made seemed inappropriate as this was far from that scenario, these were lifesaving efforts not life support decisions. That ELIOT'S siblings claimed that S. BERNSTEIN would have wanted them to give up as he had nothing left to live for, it truly was surreal.
322. That ELIOT refused and allowed the doctor and nurses to continue their life saving efforts until the doctor determined that it was over, not his siblings. In fact his siblings were chanting to S. BERNSTEIN as he lay dying that he should he die and join SHIRLEY where

he would be happier than alive, ELIOT and the attending nurse were so outraged with this bizarre behavior that the nurse had them escorted out of the room until after he was pronounced dead.

323. That MARITZA was threatened at the hospital as S. BERNSTEIN lay dying by ELIOT'S siblings who were there, who told her that she had better be gone from S. BERNSTEIN'S home before they arrived or else. ELIOT was sent by THEODORE immediately after S. BERNSTEIN died to his home, claiming MARITZA was there alone and could be robbing S. BERNSTEIN'S home and to go watch over her. That when ELIOT and CANDICE arrived at S. BERNSTEIN'S home, MARITZA had packed a small bag of her clothes and was sitting crying, afraid to stay at the home and despite ELIOT telling her to stay, she felt her life in danger from ELIOT'S siblings and left without most of her personal possessions.
324. That as ELIOT was leaving the hospital he ran into Rachel Walker ("WALKER") in the parking lot and she was returning from S. BERNSTEIN'S house with a large parcel of documents that she stated she was bringing to THEODORE and stated they were Estate Documents that THEODORE sent her to get from the home. These documents were never inventoried and perhaps may explain why Trusts and Insurance Policies are now missing, when ELIOT requested copies from THEODORE and SPALLINA they refused to give him an inventory of them or provide copies.
325. That part of the documents THEODORE and SPALLINA claimed to have from the documents WALKER removed was a contract of sorts and a check for MARITZA that they stated they would never pay and would not turn it over to ELIOT or MARITZA. In fact, when the Sheriff arrived later and they accused MARITZA of Murder, THEODORE did not

mention or turn over this contract, which could have provided a motive for their allegation that she murdered him???

326. That immediately following S. BERNSTEIN'S death early that morning, THEODORE demanded that an autopsy<sup>26</sup> be conducted and then later contacted the Palm Beach County Sheriff's Office to report a possible MURDER<sup>27</sup> of S. BERNSTEIN, allegedly according to THEODORE, WALKER and others, the Murder was committed by MARITZA who was poisoning S. BERNSTEIN by switching the pills in his medication with unknown substances.
327. That it should be noted that recently the Coroner has reopened the autopsy after ELIOT contacted him and questioned some of the basis of his report and recently began a heavy metal poison screening and the results are still in processing at this time as indicated in his report exhibited herein.
328. That it should be noted that the Palm Beach County Sheriff's office has been contacted regarding the fact that the alleged Murder they responded to that day was wrongly classified<sup>28</sup> in the intake report as exhibited herein.
329. That after seizing Dominion and Control of the Estates the day S. BERNSTEIN died, SPALLINA and THEODORE immediately sealed off the premises of S. BERNSTEIN and

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<sup>26</sup> SIMON BERNSTEIN AUTOPSY INFORMATION

<http://www.iviewit.tv/SIMON%20BERNSTEIN%20AUTOPSY%20INFORMATION%20CASE%20NUMBER%2012-0913%20Michael%20Bell.pdf>

<sup>27</sup> PALM BEACH COUNTY SHERIFF OFFICE REPORT OF POSSIBLE MURDER OF S. BERNSTEIN, note the case is booked as medical records check???

<http://iviewit.tv/20120913%20Palm%20Beach%20County%20Sheriff%20Office%20Incident%20Report%20-%20Sim.pdf>

<sup>28</sup> CORRESPONDENCES WITH PALM BEACH COUNTY SHERIFF AND FLORIDA STATE ATTORNEY REGARDING QUESTIONS IN HANDLING OF ALLEGED MURDER CASE AND ESTATE CRIMES ALLEGED.

<http://iviewit.tv/20120913%20Sheriff%20Report%20Alleged%20Simon%20Murder%20and%20Follow%20Up.pdf>

began operating as fiduciaries but refused to provide the Estate documents to prove their fiduciary capacities to the Beneficiaries.

330. That this refusal to tender documents to the Beneficiaries became a cat and mouse game, whereby ELIOT for several months tried to get the documents owed to him and/or his children as Beneficiaries but was unsuccessful.
331. That ELIOT was then forced to retain counsel just to get documents and when they arrived in January of 2013 they were incomplete and evidence of FORGERY and FRAUD was apparent in many of the documents.
332. That in May 2013, after reviewing the documents, ELIOT filed a Petition<sup>29</sup> in the Estates of both SIMON and SHIRLEY claiming that the Estate was being looted and that there appeared to be FORGED and FRAUDULENTLY NOTARIZED documents.
333. That it was later discovered that documents in the Estate of SHIRLEY had been forged and fraudulently notarized by Tescher & Spallina's legal assistant/notary public, a one Kimberly Moran ("MORAN"). MORAN has been arrested and awaits sentencing.
334. 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 and Forgery as the Attorney at Law.

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<sup>29</sup> "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE." Filed in both estates. [www.iviewit.tv/20130506PetitionFreezeEstates.pdf](http://www.iviewit.tv/20130506PetitionFreezeEstates.pdf) 15th Judicial Florida Probate Court and [www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf](http://www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf) US District Court Southern District of New York, Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.



335. 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 as acting 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.
336. That in an October 28, 2013 Evidentiary Hearing in the re-opened Florida Probate Estate action of SHIRLEY based on FORGED and FRAUDULENTLY NOTARIZED documents submitted by MORAN and held before Hon. Judge Martin H. Colin, it was learned that THEODORE had been acting in fiduciary capacities that he did not have legal standing prior, again similar to what is happening with the claims that he is "Trustee" of the Lost or Suppressed Trust, including acting as Personal Representative / Executor and Trustee for the estate of SHIRLEY for a year, when no Letters had been issued to him prior and he took no legally required steps to notify any beneficiaries of his alleged and assumed Fiduciary roles he undertook and transacted multiple fraudulent transactions in so doing.
337. 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 successor Personal Representatives or Executors were elected or appointed by the court after SIMON died and therefore at the September 13, 2013 and October 28, 2013 hearings before Judge Colin, no one represented the estate, as no Successors were chosen after the DECEASED SIMON closed the Estate.

338. That Tescher & Spallina P.A. acting as SIMON'S counsel for him POST MORTEM posited these fraudulent documents on behalf of SIMON and failed to notify the court that SIMON, the Personal Representative / Executor and Trustee was DECEASED. This identity theft of a deceased person continued for four months, using SIMON to file documents to close SHIRLEY'S estate, instead of simply notifying the court of his death and electing successors to legally close the estate. All of these events further support a Pattern and Practice of Continuing and Ongoing Frauds to seize Dominion and Control of the Estates to begin looting the Estates of SIMON and SHIRLEY and deny the True and Proper Beneficiaries their inheritances.
339. That in an October 28, 2013 Evidentiary Hearing and September 13, 2013 Hearing in the Florida Probate Court, THEODORE and SPALLINA claimed that the ESTIMATED total net worth of the estates was FOUR MILLION DOLLARS, as they have never provided full and accurate accountings and inventories.
340. That in the October 28, 2013 Evidentiary Hearing, Judge Colin released to ELIOT an Inventory<sup>30</sup> in S. BERNSTEIN'S estate that had not been published to the Beneficiaries and sealed in the Court record of Judge French's court. Immediately thereafter TESCHER and SPALLINA amended S. BERNSTEIN'S Inventory<sup>31</sup> to include a missing approximately million dollars of assets.
341. That these adjustments were made after ELIOT filed criminal and civil complaints for millions of dollars of SHIRLEY and SIMON'S personal property that has gone missing and

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<sup>30</sup> SIMON INITIAL INVENTORY  
<http://www.iviewit.tv/20130611%20Inventory%20Simon.pdf>

<sup>31</sup> SIMON AMENDED INVENTORY  
<http://www.iviewit.tv/20131230%20Amended%20Inventory%20Simon.pdf>

was not inventoried, including \$700,000.00 of Jewelry and a paid in full BENTLEY that were not inventoried in her Estate. Mysteriously, these assets do not appear on either SHIRLEY or S. BERNSTEIN'S inventory, vanishing into thin air.

342. That ELIOT has filed grand theft reports on the missing jewelry and insurance claims may also have to be made against the homeowner's policy for the losses, although it is believed that P. SIMON, IANTONI and FRIEDSTEIN removed the items from the home of S. BERNSTEIN shortly after SHIRLEY'S death when S. BERNSTEIN was still heavily grieving and medicated. That while he was unaware of what they were doing they took the SHIRLEY'S jewelry and her other personal property and shipped it to their homes in Chicago, later claiming they were protecting the assets from people who they thought would steal them.
343. That when they were confronted about where the jewelry went after S. BERNSTEIN passed away, they then claimed S. BERNSTEIN now had given all the jewelry to them as gifts, yet the jewelry was not listed on the inventory of SHIRLEY or SIMON as required by Probate Rules and Statutes, then transferred to S. BERNSTEIN who could have then gifted it as he saw fit. S. BERNSTEIN stated it was only borrowed by them and would have to be returned when he died as assets of the Estate to be distributed to the True and Proper Beneficiaries and those he and SHIRLEY bequeathed certain items to, which again did not include P. SIMON who orchestrated the theft of the jewelry, the last time she saw her father before he died almost two years later.
344. That the estimated net worth of the Estates is only an estimate as no financials have been tendered to the Beneficiaries in violation of Probate Rules and Statutes and the four million dollar estimate appears far short of known assets, including but not limited to,

- i. a fully paid for Condominium that S. BERNSTEIN had listed at \$2,195,000.00 when he died,
- ii. a fully paid for home residence, which had an alleged minimal line of credit and was listed at \$3,200,000.00 by S. BERNSTEIN shortly before he died in 2012,
- iii. life insurance worth at minimum from the Lost or Suppressed Policy of allegedly \$1,700,000.00,
- iv. IRA's of another approximate \$2,000,000.00, and,
- v. JP Morgan accounts with another minimum amount of \$2,500,000.00 in just one account.

345. This Court can see already that the estimates stated in the hearings before the Probate court were far short of factual data already known and estimates from other sources have revealed that the net worth of S. BERNSTEIN was between 42-100 MILLION dollars.

346. That in the Amended Inventory, they now claim that ELIOT'S children's house is suddenly an asset of S. BERNSTEIN'S that somehow was forgotten to be included in the original inventory. This claim that there is a mortgage owed to S. BERNSTEIN that was unknown somehow before when they did the original inventory comes despite the fact that SPALLINA and TESCHER had done all the real estate transactional work for the home including the mortgage and therefore they knew about the mortgage.

347. That ELIOT claims that S. BERNSTEIN took the mortgage to himself as a line of protection on the home from ELIOT'S enemies that TESCHER and SPALLINA were to abandon and forgive the mortgage after his death.

348. That once arrests were being made of TESCHER and SPALLINA'S Legal Assistant / Notary Public MORAN and TESCHER and SPALLINA were being accused by Judge Colin of

committing enough crimes to be bestowed with Miranda Warnings, they began a campaign that continues to today to EXTORT ELIOT, in efforts to shut him down before he further exposes them and works with authorities and this Court to have them imprisoned.

349. That this mortgage to S. BERNSTEIN now became a tool to try and deny ELIOT of his home by misusing the mortgage and making the threat that if ELIOT did not cooperate with them and take what they gave him with no questions or counsel and continued to demand documents and accountings and contacted attorneys and make further waves they would foreclose on his home and evict him and reclaim his home.
350. That even more bizarre, is that a Mortgage on ELIOT'S home does exist with a one, Walter Sahm ("SAHM"), who had sold the home to S. BERNSTEIN as part of a business buyout S. BERNSTEIN did with SAHM so as SAHM and his wife Patricia could retire and the deal involved SAHM keeping a \$100,000.00 note on the home, as further protection against ELIOT'S enemies.
351. That interest was paid annually for years and when ELIOT received his inheritance in total, SAHM was to be paid off according to S. BERNSTEIN.
352. That when ELIOT demanded documents and retained counsel, SPALLINA told ELIOT'S children counsel that ELIOT needed to take the insurance monies now subject to this Lawsuit as they intended or else his children's house would be foreclosed on by SAHM, who SPALLINA stated was threatening foreclosure if his \$100,000.00 was not paid in full.
353. That SAHM was not threatening foreclosure, in fact, he was trying for months to simply get paid his annual interest or have it rolled over to the next year but was avoided by THEODORE and SPALLINA, who he believed were the Managers of BFR as he was not informed by them that CRAIG of OPPENHEIMER was acting as Manager at the time.

354. That SAHM became distraught at the avoidance and was forced to retain counsel to try and collect and prior to being forced to foreclose, he contacted ELIOT and informed him that SPALLINA and THEODORE were avoiding him and forcing him into a foreclosure situation. SAHM sent ELIOT over the information and correspondences<sup>32</sup> regarding the mortgage interest and when ELIOT confronted CRAIG, THEODORE and SPALLINA, it appears that in a matter of days the issue was resolved.
355. That SPALLINA claimed there was a \$365,000.00 mortgage on the home that also had to be paid to prevent foreclosure and when pressed to disclose what bank the Mortgage was with and where the foreclosure documents were, SPALLINA at first claimed he was unsure who it was with.
356. That ELIOT pressed SPALLINA on the phone with others present to find out who this mortgage was with and when he got the file, he stated it was a mortgage to S. BERNSTEIN and again, what was strange was that Tescher & Spallina P.A. had done the Mortgage through their law firm so how did he act initially like he did not know who the mortgage holder was.
357. That ELIOT'S children home is owned by Bernstein Family Realty, LLC ("BFR") a company S. BERNSTEIN formed for ELIOT'S children<sup>33</sup> and then wrapped it further in trusts for the children, again protecting the asset over and over.
358. That BFR has been hijacked<sup>34</sup> since S. BERNSTEIN passed away by THEODORE, SPALLINA and employees of Oppenheimer Trust Company ("OPPENHEIMER").

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<sup>32</sup> SAHM MORTGAGE INFORMATION AND LETTER TO JANET CRAIG OF OPPENHEIMER  
<http://www.iviewit.tv/20130927%20Walter%20Sahm%20Letter%20and%20Note%20information%20Craig%20Letter.pdf>

<sup>33</sup> BFR OPERATING AGREEMENT, ETC.  
<http://www.iviewit.tv/BFR%20BFH%20BFI%20RECORDS.pdf>

OPPENHEIMER is alleged to be involved through former employees of the STANFORD PONZI who are THEODORE'S close personal friends and they transferred to J.P. Morgan and OPPENHEIMER after the arrest of the STANFORD PONZI employees began.

359. That it was learned that S. BERNSTEIN may have contacted OPPENHEIMER shortly before his death, demanding accountings of his accounts, as he felt monies were missing and ELIOT has requested information from OPPENHEIMER but has received no reply.
360. That Janet Craig ("Craig") of OPPENHEIMER was nominated as Manager of BFR by SPALLINA, after it was learned that SPALLINA had been directing the use of BFR funds out an account that was in S. BERNSTEIN'S name, months after he was dead. After ELIOT notified the bank that S. BERNSTEIN was deceased, the bank, shocked to find out and more shocked that S. BERNSTEIN'S accounts were being accessed POST MORTEM, froze the account and demanded to speak with the Personal Representatives / Executors, TESCHER and SPALLINA.
361. That SPALLINA did not follow the operating agreement of BFR, which would have forced a vote of the Members (ELIOT'S children and ELIOT as Guardian) to elect a new Manager and with no authority, SPALLINA directed her to become Manager.
362. That SPALLINA then told ELIOT that the monies in the Legacy Bank account that was frozen was being transferred to a new BFR account with OPPENHEIMER and CRAIG would be acting as Manager of BFR to pay the bills and expenses of his family as intended by S. BERNSTEIN and had being paid for years prior.

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<sup>34</sup> Reply to letters from THEODORE and TESCHER regarding the hijacking of BFR and the EXTORTION of ELIOT.  
<http://www.iviewit.tv/20131229EIBResponseToTedBernsteinandDonaldTeschereEmergencyDistributions.pdf>



363. That SPALLINA shortly thereafter stated that there was only a little money left in the BFR account and SPALLINA again directed CRAIG to now use Trust funds that had been set aside by S. BERNSTEIN and SHIRLEY while living for ELIOT'S children's education to now pay the bills and expenses from. Again, ELIOT alleges SPALLINA had no authority to so direct CRAIG to misuse these school trust funds or appoint her Manager of BFR and when pressed for accounting of the Legacy account to evaluate what had been taken after S. BERNSTEIN'S death ELIOT was refused this information regarding his children's company BFR.

364. That SPALLINA stated that this misuse of the children's trusts that were funded while S. BERNSTEIN and SHIRLEY were alive was a temporary fix while he organized the Estate assets for distribution and that monies used from the children's trusts would be replaced and replenished when the monies from the Estates were available and the money would then flow into BFR from the Estate and Trust Funds that were to be established to pay the bills and expenses as intended by his parents.

365. That SPALLINA bled these accounts dry and when CRAIG requested that SPALLINA replenish and replace the funds, at about the same time authorities were knocking on his door about the FORGED and FRAUDULENTLY NOTARIZED documents and more, he said no and virtually cut funds off from ELIOT and his family overnight, which has caused continuing and ongoing severe financial and emotional hardships for ELIOT and his three minor children for the last five months. These funds paid for groceries, medical supplies, school, school supplies and more that overnight were all ceased and ELIOT was then told he either take the monies from their schemes and give up his complaints or else he would basically starve.

366. That this leveraging of ELIOT despite the fact that the alleged dispositive documents state,

4. Education. The term "education" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

6. Needs and Welfare Distributions. Payments to be made for a person's "Needs" means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's "Welfare" means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

367. That ELIOT would not need Welfare or Education Support if the assets of the Estates were distributed timely and without evidence of FORGERY and FRAUD that now delays the final distributions and the delays caused by this insurance fraud scheme before this Court, each

crime alleged and those proven are wholly due to the acts of the fiduciaries responsible to the beneficiaries who have intentionally caused these delays with scienter. Yet, even though these financial problems have been caused by their acts directly, they still have refused to continue the payments to ELIOT'S family, despite having been requested repeatedly to distribute EMERGENCY interim distributions until the matters can be resolved, when the monies could then be deducted from final distributions. There is more than enough monies in the Estates and Trusts to fully cover these expenses for several years but instead they have chosen without warning or notice to play games with the expenses, cutting off food and utilities and hoping they would starve ELIOT and his family in order to force them to drop their claims against them.

368. That CRAIG then allegedly resigned as Manager of BFR and upon THEODORE and SPALLINA'S request turned over the Manager position to THEODORE who volunteered for the job, again, despite the fact that the Operating Agreement of BFR calls for a vote by the Members, which would be ELIOT'S three children or their Guardian, which never happened.
369. That CRAIG turned over the Manager position to THEODORE already knowing of the allegations ELIOT was levying against THEODORE & SPALLINA in the courts.
370. That THEODORE recently has begun claiming to vendors that despite being copied on a letter from CRAIG stating she turned the BFR Manager position over to THEODORE that he does not know what she is talking about and he is not the Manager, yet continues to open the BFR bills that are sent to his address and paying those he determines necessary when he wants and if he is not the Manager what authority is he acting under in so doing this.

371. That SPALLINA had no business making CRAIG Manager or directing her to use the children's school trust funds to pay expenses and both of them refuse to answer under what authority they acted.
372. That once in control of BFR, THEODORE and SPALLINA instantly began to apply financial pressure to ELIOT and his family, despite the fact that the dispositive documents call for Welfare payments to beneficiaries when needed and despite the fact that the delays in inheritance is due to the alleged criminal acts of the alleged fiduciaries of the Estates, TESCHER, SPALLINA and THEODORE, aided and abetted by MORAN and others.
373. That in fact, recently the home security was shut off first and then the homeowners insurance<sup>35</sup> was not paid and for an asset of the estate that they now claim on the Amended Inventory of S. BERNSTEIN via the mortgage to S. BERNSTEIN as a personal property asset of SIMON'S to be divided by the five children. SAHM'S note when renewed in 2013 by CRAIG and paid had a stipulation that homeowners insurance was required, again perhaps they are attempting to force SAHM to foreclose or take other action to protect his investment and all in efforts to harm ELIOT and his three minor children.
374. That this lack of duty and care by the ALLEGED fiduciaries of ELIOT'S home, which they now claim an personal property assets of S. BERNSTEIN and failure to maintain insurance and security of the premises puts the Estate Beneficiaries at massive risk if the home was robbed, burnt down or someone got hurt. Is this neglect as fiduciaries or is this calculated to further harm ELIOT and his family, including his three minor children?

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<sup>35</sup> January 25, 2014 Oppenheimer and Theodore Letters regarding homeowners insurance.  
<http://www.iviewit.tv/20140125OPPENHEIMER%20CRAIG%20RE%20LAPSE%20HOMEOWNERS%20UPDATE.pdf>

375. That in fact, ELIOT has been shut down from his \$10,000.00-\$15,000.00 a month for expenses to virtually \$0.00 since THEODORE hijacked BFR.
376. That the reason SPALLINA, THEODORE and P. SIMON want to now lowball the Estates and Trusts and SUPPRESS AND DENY ALL FINANCIAL INFORMATION OWED TO THE BENEFICIARIES is to further loot the Estates of the assets and claim there was nothing there by the time anyone figured out their schemes. This is why they have suppressed and denied virtually all of the financial and other information in the Estates from the True and Proper Beneficiaries for now over three years in SHIRLEY'S Estate and approximately sixteen months in S. BERNSTEIN'S Estate, in total disregard of Probate Rules and Statutes.
377. That ELIOT states that the intent of TESCHER, SPALLINA, THEODORE, P. SIMON, D. SIMON, A. SIMON and FRIEDSTEIN is to thwart the last wishes of S. BERNSTEIN and SHIRLEY and convert the monies that they have NO interests in otherwise to themselves. Not because they are in need of the monies but specifically to interfere with ELIOT'S inheritance and harm ELIOT'S efforts regarding monetizing his Intellectual Properties and pursuing those that have converted the royalties through a mass of criminal acts.
378. That their plan it is alleged, once S. BERNSTEIN died, was to seize Dominion and Control of the Estates through a series of alleged Fraudulent and Forged documents and attempt to change the Beneficiaries of the Estates POST MORTEM to include THEODORE, P. SIMON and their lineal descendants and dilute ELIOT and deny him of his inheritance.
379. That to achieve this they committed a series of frauds on the Beneficiaries of the Estate and Fraud on the Probate Court to try and change the Beneficiaries and thereby dilute ELIOT'S inheritance and steal off with as much of the assets as they could, leaving ELIOT and his

family nothing or a very small amount, all while providing no accountings. That for over a year and half they have looted the Estates through their ALLEGED fiduciary roles, failing virtually all Probate Rules and Statutes and at the same time trying to sell the story that S. BERNSTEIN and SHIRLEY, who gave their children the world were bums and had nothing but for what P. SIMON'S good graces had afforded them.

380. That P. SIMON and THEODORE are not doing this because they need the monies, as GENIN claims they have "independent wealth" as of November 2011 and P. SIMON claims in her note to S. BERNSTEIN in January 2012 that "Dad... it is not about the money." So what is it really about then, if not the money? The whole scheme is about further harming ELIOT and suppressing and harassing him for their friends and bedfellows at PROSKAUER and FOLEY, who THEODORE and P. SIMON have sided with against their own family for their own self-interests and further harm ELIOT and his children and deny him his inheritance to further hamper his efforts at bringing them all to Justice.

381. That the pressure is on and with the revelations about the Obstruction of Justice, Wiretapping of Judges, Misuse of Joint Terrorism Task Force Funds and Resources and Violations of the Patriot Act in the ANDERSON and related cases, it is only a matter of time until the cases are appealed properly. Since the time the stories were released and the crimes exposed the pressures on ELIOT'S family has magnified greatly and they are in even more danger.

382. That once THEODORE, TESCHER and SPALLINA seized Dominion and Control of the Estates they systematically began to unravel the Estate plans of S. BERNSTEIN and SHIRLEY designed mainly to protect ELIOT and his children and this Breach of Contract Lawsuit is one of those assets trying to be stolen off with.

383. That this unwinding of Estate plans is part of how they are trying to unwind S.

BERNSTEIN'S Lost or Suppressed Trust and Lost or Suppressed Policy in this Court and prior with the insurance carriers involved, all in efforts to thwart the true Beneficiaries of S. BERNSTEIN'S policy and his intent, which was to give everything to ELIOT, who had never asked for much until his life was in danger and to protect ELIOT and his grandchildren from the forces S. BERNSTEIN knew were trying to murder him.

384. That ELIOT contacted the Palm Beach Sheriff Office to investigate a boatload of State and Federal offenses being committed in the Estates by the Alleged Fiduciaries, starting with the FORGED and FRAUDULENTLY NOTARIZED documents in the Estate of SHIRLEY and the Fraud on the Probate Court and True and Proper Beneficiaries. These are some of the "kernels" of truth A. SIMON refers to as "document irregularities and/or notarial misconduct" and ELIOT refers to them more accurately and truthfully as ADMITTED FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS, SIX COUNTS to be exact, including one document that was FORGED and NOTARIZED POST MORTEM for S. BERNSTEIN that he then while still deceased allegedly posited with the Probate Court as if alive.

385. That ELIOT has asserted all of the following criminal and civil acts to State and Federal authorities regarding the activities of the Plaintiffs, SPALLINA, TESCHER, MANCERI, MORAN, BAXLEY and others for investigation and ruling,

- i. Alleged Murder of S. BERNSTEIN. That THEODORE on the day S. BERNSTEIN died ordered the Sheriff to the home of S. BERNSTEIN, CASE NUMBER 12121312 PALM BEACH COUNTY SHERIFF and on information and belief the Sheriff contacted was referred to THEODORE by his "lawyers." The incident was listed in



the Official Report as a call for a “395.3025(7)(a) and/or 456.057(7)(a)”<sup>36</sup> Medical information.” ELIOT has recently sought clarification of how either of these codes applies to what the Officers responded to, which was an alleged MURDER of S. BERNSTEIN. ELIOT was also amazed by the lack of care and failure to secure evidence in the matter by PBSO and THEODORE informed ELIOT that his “friends” at the law firms he contacted would take care of these matters at the higher up levels at PBSO later and this was just an initial intake.

That THEODORE also contacted the Coroner’s office on the day S. BERNSTEIN died, again through referrals from his “lawyer friends” to report that S. BERNSTEIN was POISONED and MURDERED by his companion and demanded an Autopsy.

Where recently the autopsy, CASE NUMBER: 12-0913 Palm Beach Medical Examiner Office, has been reopened to run a poison screening heavy metal tests on S. BERNSTEIN over a year after he died. The tests are still in processing and what is fascinating is that poison tests were not initially run by the Coroner’s office, despite the fact that they had been notified that S. BERNSTEIN may have been poisoned by his companion MARITZA. Again, THEODORE initially claimed that his friends he contacted at the law firms he was working with would make sure everything was done properly.

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<sup>36</sup> Title XXIX PUBLIC HEALTH Chapter 395 HOSPITAL LICENSING AND REGULATION 395.3025 Patient and personnel records; copies; examination. —

(7)(a) If the content of any record of patient treatment is provided under this section, the recipient, if other than the patient or the patient’s representative, may use such information only for the purpose provided and may not further disclose any information to any other person or entity, unless expressly permitted by the written consent of the patient. A general authorization for the release of medical information is not sufficient for this purpose. The content of such patient treatment record is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

ii. Extortion of ELIOT. That Plaintiffs and others have been involved in attempts to hijack companies of ELIOT'S family left as part of his and his children's inheritance, which companies have paid the home and expenses of ELIOT and his family for many years. That recently THEODORE and SPALLINA have fraudulently taken over the Companies, which receive the bills and expenses for ELIOT'S family home and started a campaign of terror and extortion of ELIOT and his children, tampering with the bills and shutting down utilities, food and schooling of ELIOT'S family, without notice or authorization. As ELIOT does not get the bills, they are sent to THEODORE'S address and ELIOT is not Manager of BFR, he has no authority to even contact the vendors, leaving ELIOT and his family helpless and in the dark for almost five months as to what bills THEODORE would pay and which he would not, leaving ELIOT with no notice when utilities were being shut off for lack of payment and no recourse to do anything about it.

See ELIOT Letters to THEODORE and SPALLINA et al. at the URL @

<http://www.iviewit.tv/20131229EIBResponseToTedBernsteinandDonaldTescherReEmergencyDistributions.pdf> , these letters provide in detail what is going on regarding the Extortion of ELIOT by his own siblings.

That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a

**“NOTICE OF EMERGENCY MOTION TO FREEZE  
ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED  
AND ACKNOWLEDGED NOTARY PUBLIC FORGERY,  
FRAUD AND MORE BY THE LAW FIRM OF TESCHER &  
SPALLINA, P.A., ROBERT SPALLINA AND DONALD  
TESCHER ACTING AS ALLEGED PERSONAL  
REPRESENTATIVES AND THEIR LEGAL ASSISTANT  
AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION  
FOR INTERIM DISTRIBUTION DUE TO**

**EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE.”**

[www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf](http://www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf), hereby incorporated by reference in entirety herein.

- iii. That A. SIMON leaves out of his account the FELONY misconduct of TESCHER, SPALLINA, THEODORE and MANCERI, that Judge Martin Colin stated he had enough evidence at the hearing of their criminal acts to read them Miranda Warnings, for their filing months of closing documents in SHIRLEY’S Estate with S. BERNSTEIN acting as Personal Representative/Executor while he was dead and other Felony acts Judge Colin became aware of through the hearings. Where ELIOT is pursuing criminal charges with State and Federal authorities currently for these and a host of other crimes related to the looting of S. BERNSTEIN and SHIRLEY’S Estates of an estimated Forty Million Dollars or more.
- iv. Perjury and False Statements in Official Proceedings. ELIOT has notified authorities of several counts of perjury and false official statements against Moran for conflicting statements in official investigations regarding her forgeries and fraudulent notarizations, with different stories in her sworn statement to the Florida Governor Rick Scott’s Notary Public Investigators, her statements to PBSO and her lawyer’s statement on her behalf at the October 28, 2013 Evidentiary Hearing held in her honor in the Probate court proceedings,

- v. That SPALLINA and MANCERI also made false statements to Judge Colin in the hearings and ELIOT is working with authorities regarding these crimes.
- vi. Forgery. ELIOT filed charges against Moran and later she admitted she forged documents for six parties, including one for S. BERNSTEIN POST MORTEM. While the Florida State Attorney and PBSO failed to file charges of FORGERY against MORAN initially, despite her confession of such crime, after learning of other crimes, including the alleged Insurance Fraud taking place upon this Court, new reviews of the investigation and charges are underway currently.
- vii. Fraudulent Notarizations. ELIOT filed charges against MORAN and later she admitted she had fraudulently notarized documents for six parties, including one for S. BERNSTEIN POST MORTEM.
- viii. Fraudulent Notarizations and alleged Forgery, against a one, Lindsay Baxley (“BAXLEY”).
- ix. Fraud on the Probate Court.
- x. Filing False official documents filed in the Probate Court and Obstruction. ELIOT is working with authorities regarding these crimes committed by SPALLINA and TESCHER.
- xi. Personal and Real Property Theft and Conversion. ELIOT is working with authorities and filed charges against SPALLINA, TESCHER, MANCERI, THEODORE, MORAN, BAXLEY, P. SIMON, IANTONI and FRIEDSTEIN for these crimes, including but not limited to, new evidence in approximately \$1,000,000.00 of jewelry stolen from the Estates that was not reported in inventories

of SIMON and/or SHIRLEY and were removed from the estate by THEODORE, P. SIMON, IANTONI and FRIEDSTEIN.

- xii. Conspiracy. ELIOT is working with authorities regarding Conspiracy charges against SPALLINA, TESCHER, MANCERI, THEODORE, MORAN, BAXLEY, P. SIMON, D. SIMON, A. SIMON, CRAIG, MANCERI, IANTONI and FRIEDSTEIN.
- xiii. Identity Theft. ELIOT is working with authorities regarding the Identity Theft of SIMON POST MORTEM, against SPALLINA, TESCHER and MORAN.
- xiv. Mail and Wire Fraud. ELIOT is working with authorities regarding Mail and Wire Fraud against SPALLINA, TESCHER, MORAN and BAXLEY.
- xv. Insurance Fraud. ELIOT is working with this Court and has contacted authorities to file formal charges for Insurance Fraud against SPALLINA and MORAN.
- xvi. Fraud on an Institutional Trust Company. ELIOT has contacted authorities to file formal charges for Institutional Trust Company fraud by SPALLINA and MORAN.
- xvii. RICO Conspiracy. That ELIOT will relate all of these crimes to ELIOT'S RICO and ANTITRUST Lawsuit when he appeals the case due to the Obstructions recently uncovered, as the main defendants in that case are involved in all of these new criminal acts in the Estates and ELIOT alleges this is all in efforts to shut down ELIOT and cause harm upon his wife and three minor children and deny them of funds that will be used to help further expose and topple the RICO defendants.
- xviii. Tax Fraud – as THEODORE signed tax forms for the sale of the Condominium as the Personal Representative / Executor of the Estate when at the time he was not appointed as such and had no authority to transact the sale in this capacity.

386. That this Court must see that this Lawsuit is not about a Lost or Suppressed Trust and Policy but about the possible MURDER of S. BERNSTEIN, possibly SHIRLEY, and of torturous interference with an expected inheritance in efforts to further harm and destroy ELIOT, CANDICE and their three children.
387. That the inventions that A. SIMON claims he has little involvement in are actually the ELEPHANT IN THIS COURTROOM that A. SIMON wears atop his head and brought into this three ring circus in this Courtroom that HE created. A. SIMON'S denial of his involvement other than in a limited scope is yet another false and misleading claim to this Court and where ELIOT does not recall having accused A. SIMON of involvement in Iviewit in this Court, so what prompted his making this claim to this Court is unknown and perhaps it was a confession of sorts. ELIOT thanks A. SIMON for opening this portal here, as it exposes what this Lawsuit is really about and suddenly the Elephant atop his head is apparent to everyone but A. SIMON and the Plaintiffs.
388. That ELIOT understands sibling rivalry, envy and jealousy well, as ELIOT is a proud recipient of three decades of psychoanalysis primarily with a one Dr. Erwin Angres<sup>37</sup>, who studied under Anna Freud and other greats, whom also did over four decades of psychoanalysis of both S. BERNSTEIN and SHIRLEY five days a week for virtually all of it.

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<http://www.psychiatrictimes.com/articles/memoriain>

[http://books.google.com/books?id=MSpMJzNSepwC&pg=PA413&lpg=PA413&dq=dr+erwin+angres&source=bl&ots=bj8NAA\\_87t&sig=BrJCshzi2xsBnx-LPcM9bEJCX4Y&hl=en&sa=X&ei=eePoUri-FMXokQe82oCgBw&ved=0CEwQ6AEwBQ#v=onepage&q=dr%20erwin%20angres&f=false](http://books.google.com/books?id=MSpMJzNSepwC&pg=PA413&lpg=PA413&dq=dr+erwin+angres&source=bl&ots=bj8NAA_87t&sig=BrJCshzi2xsBnx-LPcM9bEJCX4Y&hl=en&sa=X&ei=eePoUri-FMXokQe82oCgBw&ved=0CEwQ6AEwBQ#v=onepage&q=dr%20erwin%20angres&f=false) (his works in Autism were of special concern to him, having a son who is highly savant)

389. That why is this important? Because the therapy sought by S. BERNSTEIN and SHIRLEY for almost five decades of their lives and three of ELIOT'S, is because they have a mental disease that runs through the family genealogy, called mental abuse.
390. That when SHIRLEY was only 19, mental abuse from her mother was causing her mental breakdowns, newly married and pregnant with THEODORE, she became over traumatized by her mother, who had mentally abused her throughout her childhood and blamed her and her sister for the untimely death of their father and abused them every day after he passed, a real "Mommy Dearest" who SHIRLEY often referred to her as. Her mother constantly berating her further for marrying S. BERNSTEIN was driving her insane.
391. That SHIRLEY and S. BERNSTEIN both had abusive and restrictive families and both vowed to break the bad bloodlines and not spread the disease to their children and so began their long road of analysis not only to emerge from the damaged child psyches one inherits, as with the old adage, one who was abused will most likely become the abuser that it hates and they vowed to shield and protect their children from this disease.
392. That through analysis they began to learn psychotherapeutic Judo of sorts and began combatting the disease by learning to cope with past abuse, distancing themselves from further abuse, going to therapy to control the abuse so they did not harm their children, not letting the abusers (their mothers) near the children to abuse them without close supervision, arming their children with therapy so that if they cracked and the abuse came out the children would not be affected, provide tools to understand and combat the disease so as not internalize it and MOST IMPORTANTLY, provide UNCONDITIONAL LOVE to nurture them.



393. That THEODORE, P. SIMON, ELIOT, IANTONI and FRIEDSTEIN were all afforded this luxury of therapy with the best individual therapists to make sure they did not catch the disease ELIOT'S parents wanted stamped out of their bloodline.
394. That ELIOT went voluntarily for over three decades to therapy and was never diagnosed with any neurosis or psychosis or took any pill or treatment other than analysis and loved it so much he studied it and got his degree in Psychology. THEODORE went for a few years and then never returned. IANTONI went to therapy for a few years and is well adjusted. FRIEDSTEIN went for a while and later for other treatments. P. SIMON never went and actually abhorred that her parents went and she despised their best friend and ELIOT'S, Dr. Angres, constantly belittling him, as P. SIMON denied that the family had any problems or abuse in their past and she considered herself fine and above the need for therapy, often referring to therapists as quacks.
395. That both THEODORE and P. SIMON spent considerable time with their grandmothers and by the time the younger children were born both S. BERNSTEIN and SHIRLEY had ceased contact with their mothers but it may have been too late for THEODORE and P. SIMON and they may have been effected in their early years.
396. That S. BERNSTEIN and SHIRLEY at the end of their lives were saddened by the turn of events with THEODORE and P. SIMON, especially in regards to their close relations with Ivewit defendants and other acts they had done to harm ELIOT. Both of ELIOT'S parents stated to ELIOT that the fault was their own for not mandating that all of their children had gone to therapy.
397. That SHIRLEY feared her mother may have poisoned THEODORE and P. SIMON with the abuse disease in the early years of their lives, before SHIRLEY learned psychoanalytical

Judo to combat her mother and protect her children from them. SHIRLEY did not learn to completely distance her children from her mother until after ELIOT was born, when SHIRLEY had completely broken down and her therapist suggested almost a total break from her mother and to not let the children near her either. ELIOT recalls virtually no interaction with his grandmothers other than for High Holiday events, where S. BERNSTEIN and SHIRLEY hovered over whenever her mother approached at these limited family functions.

398. That this is important information to this Lawsuit because this Court can better see how the actions of THEODORE and P. SIMON against their father, mother and brother happened, yet it is not truly their fault, it is a bloodline thing and the only way to cure it is thorough analysis. This theorem if true, that therapy can free one from this mental molestation that starts in infancy and manifests later in life with a strong dose of unconditional love that can replace the abuse, then the theory would be proven that one can therefore pave the way to a bloodline free of mental madness and thereby erase it from the bloodline.

399. That this disease does not leave bruises on the body as it is transmitted insipidly through abusive mental acts that destroy infant psyches retarding the growth of the individual mentally and the effects are exhibited in mean and incomprehensible acts done to one's family members and others.

400. That in ELIOT'S parents case, a real test case of this strategy to combine Therapy and Unconditional Love to stamp out the disease, in two out of five of the children the abusive bloodline seems to be broken and that is not bad odds. That this unique way of curing the problem may in fact have created the genius of ELIOT that has now affected the entire world and brought us into a new and fabulous information age through G-d given technologies,

which he owes all to his father and mother, who protected him from the monsters of the past and allowed him to be free of the disease that had taken so much from them.

401. That this break in the diseased bloodline allowed ELIOT to see further a better future for all people, to help those suffering from abuse by learning from and scribing the journey of his parents out of their hells, ELIOT'S mother and father request ELIOT to document these events for the world.
402. That ELIOT also scribed the effect it had on him, which appeared to make him unique as well and he learned to help many others who are similarly situated in childhood hells and in honor of his parents gift of a life free of abuse and filled with Unconditional Love (and trust me ELIOT tested more than any child ever) ELIOT created a Thought Journal, a mini-internet of sorts, long before the Internet existed and using wormed facsimile machines built into computer boards so that people could fax their Thoughts on how to change the world and save the planet for the children of all creatures by coming together as one planet, one people, one resource in efforts to offset the damages that their greed infested blinded parents were doing with disregard to their futures and the future of all generations.
403. That in fact, long before Iviewit, THEODORE had threatened to sue ELIOT with his close friend and bedfellow Kenneth Solomon, Esq. ("SOLOMON") if ELIOT did not cease and desist with the dissemination of the Thought Journal<sup>38</sup>, as THEODORE felt it was about him somehow. SOLOMON shortly thereafter was blamed almost exclusively for the collapse of Laventhol & Horwath, the 9<sup>th</sup> largest accounting firm in the world at the time, which caused a massive loss to thousands of CPA's who had sold their firms to Laventhol and whose lives

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<sup>38</sup> THOUGHT JOURNAL  
<http://iviewit.tv/Thought%20Journal.htm>

were shattered when the pensions and retirements were seized in the collapse due to his fraudulent activities with young boys in the Chicago area.

404. That finally in this long retort to what appeared an innocuous claim by A. SIMON regarding ELIOT'S inventions, ELIOT claims that therapy can be proven to work, as when his father died, the first thing ELIOT did was to contact SPALLINA and TESCHER and demand to know where S. BERNSTEIN'S Iviewit stock holdings<sup>39</sup> and patent interests were and the claims in the ongoing RICO & ANTITRUST Lawsuit, as well. ELIOT wanted to know how they were being distributed to the family, as S. BERNSTEIN had stated to ELIOT that SPALLINA and LEWIN had all the necessary information.

405. That ELIOT specifically recalled that S. BERNSTEIN'S last wishes expressed to ELIOT were that his grandchildren and children, including THEODORE and P. SIMON were to share equally his original 30% interest.

406. That ELIOT had persuaded his father to make all of his family a part of the inventions and share in the royalties when they are recovered and not continue any bad blood. This three decades of psychoanalytic therapy and unconditional love combination, tied to a B.S. in Psychology from Madison, WI., is what makes the difference in the mental health of one who has an abusive gene in his past that does not let it affect him and that cannot draw him in.

407. That ELIOT is proud to report that his three children appear unaffected by the abusive gene that used to run through the bloodline, they have never seen it or felt, yet ELIOT would love to give them the gift of the therapy one day, just in case and because it is something everybody benefits from. Today's rival to this treatment plan is to just dope up children on

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<sup>39</sup> ELIOT and SPALLINA IVIEWIT STOCK CORRESPONDENCES.  
[www.iviewit.tv/SPALLINA IVIEWIT CORRESPONDENCES.pdf](http://www.iviewit.tv/SPALLINA%20IVIEWIT%20CORRESPONDENCES.pdf)

pharmaceuticals and numb them of the pain, making them less resilient to the abuse, more exposed to the abuser and just cover up of the pain allowing it to still rule one's life just in a haze.

408. That SPALLINA then denied any knowledge of Iviewit and stated he hardly knew a thing about ELIOT despite having made intricate estate plans with S. BERNSTEIN for ELIOT. SPALLINA claimed he called both LEWIN and GORTZ and they knew nothing about Iviewit either. As the exhibited correspondences between SPALLINA and ELIOT show however, LEWIN and GORTZ knew everything about Iviewit, including their being defendants in the RICO and ANTITRUST and had far more involvement then they claimed, including have created the companies, distributed the stock in certain cases and more.
409. That ELIOT would typically not pursue his siblings with these trite trivialities in the wake of the Billion Dollar battles<sup>40</sup> he is in, against much larger monsters but ELIOT was not the one who manufactured any of these current legal actions, including in this Court or the Probate courts and thus he is forced to respond and with the whole truth, including this part of the dirty family secret, exposing it for what it is and how it has enabled the events before this Court.
410. That ELIOT'S technologies now over a decade and half old are the backbone technologies to over 90 PERCENT of Internet Traffic in the form of video and graphics transmitted that would not be possible without them. From a recent Cisco report,

Highlights

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<sup>40</sup> AT&T Settlement Offer Proposal

<http://www.iviewit.tv/20120412%20Settlement%20Offer%20ATT%20Floyd%20Joao.pdf>

It would take an individual over 5 million years to watch the amount of video that will cross global IP networks each month in 2017. Every second, nearly a million minutes of video content will cross the network in 2017.

Globally, consumer Internet video traffic will be 69 percent of all consumer Internet traffic in 2017, up from 57 percent in 2012. This percentage does not include video exchanged through peer-to-peer (P2P) file sharing. The sum of all forms of video (TV, video on demand [VoD], Internet, and P2P) will be in the range of 80 to 90 percent of global consumer traffic by 2017.

Internet video to TV doubled in 2012. Internet video to TV will continue to grow at a rapid pace, increasing fivefold by 2017. Internet video to TV traffic will be 14 percent of consumer Internet video traffic in 2017, up from 9 percent in 2012.

Video-on-demand traffic will nearly triple by 2017. The amount of VoD traffic in 2017 will be equivalent to 6 billion DVDs per month.

Content Delivery Network (CDN) traffic will deliver almost two-thirds of all video traffic by 2017. By 2017, 65 percent of all Internet video traffic will cross content delivery networks in 2017, up from 53 percent in 2012.

Globally, mobile data traffic will increase 13-fold between 2012 and 2017. Mobile data traffic will grow at a CAGR of 66 percent between 2012 and 2017, reaching 11.2 exabytes per month by 2017.

Global mobile data traffic will grow three times faster than fixed IP traffic from 2012 to 2017. Global mobile data traffic was 2 percent of total IP traffic in 2012, and will be 9 percent of total IP traffic in 2017.

Annual global IP traffic will surpass the zettabyte threshold (1.4 zettabytes) by the end of 2017. In 2017, global IP traffic will reach 1.4 zettabytes per year, or 120.6 exabytes per month. Global IP traffic will reach 1.0 zettabytes per year or 83.8 exabytes per month in 2015.

Global IP traffic has increased more than fourfold in the past 5 years, and will increase threefold over the next 5 years. Overall, IP traffic will grow at a compound annual growth rate (CAGR) of 23 percent from 2012 to 2017.

([http://www.cisco.com/en/US/solutions/collateral/ns341/ns525/ns537/ns705/ns827/white\\_paper\\_c11-481360\\_ns827\\_Networking\\_Solutions\\_White\\_Paper.html](http://www.cisco.com/en/US/solutions/collateral/ns341/ns525/ns537/ns705/ns827/white_paper_c11-481360_ns827_Networking_Solutions_White_Paper.html), fully incorporated by reference herein.)

411. That without ELIOT'S technology these numbers would be approximately 90% less and that equates to enormous royalties for Internet Video alone. Without ELIOT'S technology, low bandwidth cell video would be 0% and even this royalty owed ELIOT and S. BERNSTEIN is not the end of the total owed, as the technologies apply to virtually the entire video and imaging content creation and distribution software and hardware made universally.

412. That A. SIMON claims,

9) I verily believe that ELIOT's third-party claims filed against me, David Simon and The Simon Law Firm were filed for the improper purpose of attempting to manufacture a basis for ELIOT's motion to disqualify.

413. That ELIOT claims that for the mere fact that A. SIMON filed the complaint with all the following defects to begin with before ELIOT arrived on the scene, this Court has enough reasons and violations to disqualify him on these alone on this Court's own motion, for filing,

- i. without a qualified legal Plaintiff, the Lost or Suppressed Trust,
- ii. without a legal Trustee of the NONEXISTENT Trust,
- iii. with an improperly named ALLEGED Trustee "Ted" of the Lost or Suppressed Trust,
- iv. with an apparently NONEXISTENT Defendant HERITAGE, which Your Honor so eloquently pointed out in the January 13, 2014 hearing before this Court,
- v. on behalf of an ALLEGED Contingent Beneficiary, while knowing the Primary Beneficiary exists and making efforts to conceal this from this Court and ELIOT and others,
- vi. for a breach of a contract filed with this Court based upon the denial of an alleged fraudulent insurance claim filed by SPALLINA and MORAN, with SPALLINA acting as Trustee for A. SIMON'S clients the Lost or Suppressed Trust and "Ted,"
- vii. for failing to notify all the known possible beneficiaries of the Lost or Suppressed Policy of this Lawsuit and instead secreting it with intent to perpetrate a fraud on the True and Proper Beneficiaries,



- viii. for failing to notify authorities of SPALLINA and MORAN'S felony misconduct constituting alleged MISPRISION OF FELONY(IES) and more.

That these reasons were all manufactured by A. SIMON, not ELIOT.

414. That A. SIMON claims,

10) Despite these manufactured claims and because my interests as a third-party defendant are aligned with the parties I represent, I remain steadfast in my belief that there is no conflict in this case.

415. That ELIOT claims this statement appears to state that while he admits that he is conflicted because as a defendant he aligns with other defendants, he therefore is not conflicted in representing the other defendants his interests are aligned with making his representation impartial and conflicted and ELIOT is missing something here or this is an admission and denial in the same breath.

416. That A. SIMON claims,

11) I have had approximately three contacts with attorney, Robert Spallina and possibly one contact with attorney, Donald Tescher. Those contacts focused on obtaining a copy of Tescher and Spallina's file relating to the matters involved in the above captioned litigation.

417. That ELIOT questions why he would not have contacted SPALLINA regarding the fraudulent insurance claim filed by him impersonating his client and since he based his breach of contract on the failed claim it seems questionable as to why he was not more familiar with this aspect of his Lawsuit before filing it.

418. That A. SIMON claims,

12) I had no involvement with Tescher and Spallina's representation of the Estates of Simon or Shirley Bernstein, or

Tescher and Spallina's legal representation of Simon or Shirley Bernstein prior to their deaths.

419. That ELIOT states he never said A. SIMON did.

420. That A. SIMON claims,

14) It is my understanding that the alleged misconduct in the probate of the Estates involved document irregularities and/or notarial misconduct.

421. That this false statement to cover the arrest of the Notary Moran for FELONY misconduct in creating FORGED documents etc. tries to minimize the truth instead of embrace what is already factual information that these were FELONY crimes. That further, the misconduct he is aware of through ELIOT'S pleadings is far greater than these six documents that were forged, in fact they are only a part of much larger fraud on the Estate Beneficiaries as already described herein and in ELIOT'S prior pleadings.

422. That A. SIMON claims,

17) I never had custody or control of the Wills, Trusts or insurance policies of Simon or Shirley Bernstein including the Bernstein Trust Agreement.

423. That ELIOT states that A. SIMON would not have searched his Law Firms Offices for these documents as stated in his Amended Complaint if he never had possession, these are more reasons he will be called as a material and fact witness in these matters creating Adverse Interests.

424. That A. SIMON claims,

18) I am unaware of the existence of any facts or circumstances which would prevent me from continuing my representation of all of my clients and myself, free from any conflict of interest or other disqualifying factor.

(See Affidavit of Adam M. Simon attached hereto and made a part hereof as Exhibit I.)

425. That ELIOT states it would be hard for one to find oneself guilty and turn oneself in, so I am not sure what his belief matters to this Court and this sounds like a self-vindication of sorts and ELIOT will await Your Honor's call on any other disqualifying factors present.

**ELIOT COMMENTS ON A. SIMON'S STANDARD OF REVIEW**

426. That A. SIMON claims,

ELIOT has failed to set forth a standard of review in his motion. In case law cited herein, court's are required to base their findings of fact regarding a motion to disqualify on evidentiary hearings, or at a very minimum sworn affidavits. ELIOT has attached no sworn affidavit to his motion and has shown no reasonable cause for an evidentiary hearing. Thus, there are no facts of record regarding my representation nor any disqualifying factors. Absent a factual record, this court cannot make the requisite finding of facts for ELIOT to prevail on his motion. For this reason alone, ELIOT's motion must be denied.

But, the following guidance is instructive regarding how a court should view a motion to disqualify:

"...we also note that disqualification, as a prophylactic device for protecting the attorney/client relationship, is a drastic measure which courts should hesitate to impose except when absolutely necessary. A disqualification of counsel, while protecting the attorney/client relationship also serves to destroy a relationship by depriving a party of representation of their own choosing. (citations omitted) We do not mean to infer that motions to disqualify counsel may not be legitimate and necessary; nonetheless, such motions should be viewed with extreme caution for they can be misused as techniques of harassment. Freeman v. Chicago Musical Instrument Co., 689 F.2d 715, 721 (7th Cir. 1982)."

In a separate opinion, the court put it this way:

Disqualification is a drastic measure that courts should impose only when absolutely necessary. Mr. Weeks, as the movant, has the burden of showing facts requiring disqualification. Weeks v. Samsung Heavy Industries Co., Ltd. 909 F.Supp. 582 (N.D. Ill., 1996)

In Freeman, supra, the court rejected movant's motion to disqualify because the movant failed to provide a factual record to determine whether the attorney at issue in that case knew confidential information regarding the opposing party that would justify disqualification. In

Weeks, supra, the court ultimately rejected movant's motion to disqualify because the movant's grounds for disqualification were based on "bald assertions unsupported by either an affidavit or evidence." Weeks, 909 F.Supp. at 583.

427. That whether ELIOT filed his Motion properly or not is not of concern until this Court determines if A. SIMON filed this Lawsuit properly in the first place. The Court should act on its own Motion to dismiss this Lawsuit and award a default judgment against Plaintiffs for filing a frivolous Lawsuit. That if this Court needs an Affidavit, please so state and ELIOT will waste more time and money responding to this hoax of a Lawsuit.

428. That A. SIMON claims,

A. ELIOT'S Third-Party claims and motion to disqualify violate Fed. R. Civ. Pro. 11 in that they were filed for improper purposes and are not well grounded in fact or law. Fed. R. Civ. P. 11(b) provides in pertinent part as follows: Representations to the Court. By presenting to the court a pleading, written motion, or other paper – whether by signing, filing, submitting, or later advocating it  
an attorney or unrepresented party certifies that to the best of his knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:  
(1) It is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;  
(2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or establishing new law;  
(3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigations or discovery;  
and  
(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

429. That ELIOT has filed his claims based on factual information chalk full of evidentiary support evidencing that this Lawsuit is a Fraud on this Court and Fraud on the Beneficiaries

of S. BERNSTEIN'S Estate. That ELIOT will also rely on the entire arguments for dismissal of Defendant JACKSON'S well stated legal grounds at the January 13, 2014 Hearing and hereby incorporates that Hearings transcript and Alexander "Alex" David Marks, Esq. brilliant and reasons and rational for tossing this Lawsuit stated in perfect legalese and of course, Your Honor's own demand for proof of a valid Plaintiff, Trustee and Defendant in the Lawsuit as solid grounds for dismissal and disqualification.

430. That A. SIMON claims,

On December 22, 2013, I sent a letter to ELIOT reminding him that the court had previously admonished him regarding a motion to disqualify and the requirement for such a motion to comply with Rule 11. I further stated my belief that his motion to disqualify and strike pleadings violated Rule 11, and I provided an opportunity for him to withdraw the motion. Despite the warnings he received, ELIOT has chosen to pursue his motion.

431. That ELIOT does not recall the Court admonishing him regarding a motion to disqualify and perhaps the Court can refresh ELIOT'S memory. ELIOT does however remember Your Honor admonishing A. SIMON for filing a lawsuit without a legally qualified Plaintiff and growing weary at the attempts to now manufacture one from thin air. Again, since A. SIMON is conflicted in his multiple roles, acting as a defendant, counsel and self-counsel, his self-aggrandized opinions matter little and his "warnings" and veiled threats matter less. ELIOT threw the letter in the garbage after reading it, for what it was worth.

432. That A. SIMON claims,

B. ELIOT'S motion is devoid of a factual record and thus his motion is not well grounded in fact. Although it is difficult to discern from his motion, ELIOT seems to be arguing that the complaint I filed on behalf of my clients is groundless and baseless. If that were so, ELIOT has opportunities to attack the pleading, but instead he has chosen to attack me.

ELIOT asserts that my involvement in alleged misconduct relating to the probate of his parents' estates (the "Estates") prohibit me from representing my clients. ELIOT'S motion is full of libelous innuendo but devoid of any facts that illustrate misconduct or any participation in the probate proceedings on my part.

In contrast, my attached affidavit contains my sworn denials of any involvement in the probate matters in Palm Beach County, including any involvement in alleged misconduct.

Absent a factual record from which this court can render a decision, ELIOT'S motion must fail.

433. That ELIOT has not attacked A. SIMON, he has stated multiple grounds for his disqualification and reporting to State and Federal Authorities for a host of Felonious acts.

434. That A. SIMON claims,

C. ELIOT'S motion fails to set forth a legal standard or authority necessary for the court to grant the relief he has requested. Thus, his motion is not well grounded in law.

ELIOT's third-party claims, counterclaims, and motion to disqualify and strike pleadings, merely recite ELIOT's theories and positions but fail to establish that there are a set of facts which exist that would entitle him to the relief he demands as a matter of law. Instead of setting out the facts and law for the court, he proffers theory and innuendo, stating that this is "my position" and then asking the court to investigate and figure out whether his "position" has any merit.

435. That ELIOT has established that when there is no beneficiary at the time of death, the law mandates the proceeds of the insurance policy are paid to the Insured and therefore all the Estate Beneficiaries are established as beneficiaries and would have been paid long ago without these continued and ongoing schemes to defraud HERITAGE, JACKSON, this Court and the Estate Beneficiaries, through scheme after failed scheme.

436. That A. SIMON claims,

D. ELIOT's counterclaim was manufactured for the improper purpose of disqualifying me and denying my client's their choice of counsel. In so doing, he is attempting to needlessly increase the expense of litigation.

As noted in Freeman, supra, granting a motion to disqualify “destroys a relationship by depriving a party of representation of their own choosing”. The clients I represent in this matter have chosen to act jointly, in large part, to efficiently prosecute their common claims while reducing the associated legal fees and costs. ELIOT’s efforts appear to be targeted to increase the expense and time needed for all parties to resolve this matter.

437. That it appears A. SIMON is admitting that he is conflicted but claiming ELIOT made the conflicts somehow.

438. That ELIOT does intend to deprive Plaintiffs of conflicted counsel and does not think they will be able to retain non-conflicted counsel that will pursue this frivolous, vexatious, felonious and harassing Lawsuit. That the Court should bear in mind that THEODORE, according to JACKSON, was advised by counsel prior to A. SIMON that he had no basis in law to file this action and this is why he turned to his conflicted brother-in-laws law firm who has substantial interest to gain from this Lawsuit.

439. That A. SIMON claims,

E. ELIOT’S counterclaim and motion were manufactured for the improper purposes of harassment and attempting to cause harm to my reputation and those of my clients.

ELIOT is currently utilizing this same abusive litigation tactic in the Probate proceedings in Palm Beach County, FL. On or about January 2, 2014, ELIOT filed a motion in the probate estate of Simon Bernstein styled as follows:

**MOTION TO:**

- (I) **STRIKE ALL PLEADINGS OF MANCERI AND REMOVE HIM AS COUNSEL;**
- (II) **FOR EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE;**
- (III) **FOR FULL ACCOUNTING DUE TO ALLEGED THEFT OF ASSETS AND FALSIFIED INVENTORIES;**
- (IV) **NOT CONSOLIDATE THE ESTATE CASES OF SIMON AND SHIRLEY BUT POSSIBLY INSTEAD DISQUALIFY YOUR HONOR AS A MATTER OF LAW DUE TO DIRECT INVOLVEMENT IN FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS FILED BY OFFICERS OF THIS COURT AND APPROVED BY YOUR HONOR DIRECTLY;**



- (V) **THE COURT TO SET AN EMERGENCY HEARING ON ITS OWN MOTION DUE TO PROVEN FRAUD AND FORGERY IN THE ESTATE OF SHIRLEY CAUSED IN PART BY OFFICERS OF THE COURT AND THE DAMAGING AND DANGEROUS FINANCIAL EFFECT IT IS HAVING ON PETITIONER, INCLUDING THREE MINOR CHILDREN AND IMMEDIATELY HEAR ALL PETITIONER'S PRIOR MOTIONS IN THE ORDER THEY WERE FILED.**

(See excerpts from ELIOT'S 68 page motion in the Probate proceedings in Palm Beach County, attached to Adam Simon's Affidavit as Exhibit B, at p.2).

In the motion, ELIOT demands from the probate court a myriad of relief including not only disqualifications of a number of attorneys, but also the judge, himself. ELIOT's motions are designed to harass the court, and its officers. Where there has been alleged misconduct in the probate proceedings it is my understanding that such misconduct has been reported to both the authorities and the court.

440. That ELIOT'S efforts to remove the conflicted and feloniously acting counsel in the estate courts has paid off, as Attorneys at Law, SPALLINA, TESCHER and MANCERI have all resigned as counsel and submitted Withdrawal of Counsel papers to the courts. SPALLINA and TESCHER are further withdrawing as Co-Personal Representatives / Executors.
441. That the FELONY misconduct discovered was only reported to authorities through ELIOT and CANDICE'S excellent forensic work and discovery of FORGERY and FRAUDULENT NOTARIZATIONS, it is not like anyone came forward and confessed.
442. That A. SIMON claims,

One of the main reasons ELIOT files such motions is in an attempt to freely slander and libel anyone whom he confronts that does not do what he says when he says its. In his motion, ELIOT states about my client, Ted Bernstein, and Tescher and Spallina, the former attorneys or Simon and Shirley Bernstein and their Estates as follows:

12. That due to the Proven and Admitted Felony acts already exposed and being prosecuted, the ongoing alleged criminal acts

taking place with the Estates assets, the fact that Spallina and Tescher are responsible not only for their alleged criminal acts involving Fraud on this Court and the Beneficiaries but are wholly liable for the FELONY acts of Moran of FORGERY and FRAUDULENT NOTARIZATIONS, is just cause for all of the fiduciaries of the Estates and Trusts and counsel thus far be immediately removed, reported to the authorities and sanctioned by this Court. This disqualification and removal is further mandated now as Theodore, Spallina, Manceri and Tescher all have absolute and irrefutable Adverse Interests now with Beneficiaries and Interested Parties, especially Petitioner who is attempting to have them prosecuted further for their crimes and jailed and all their personal and professional assets seized through civil and criminal remedies and their reputations ruined for their criminal acts against his Mother and Father's Estates and Trusts." (emphasis added.)

(See Exhibit B attached to Adam Simon's Affidavit at par. 12). ELIOT'S bold-faced, glaring description of his own malicious intent proves beyond doubt his contempt for the judicial system, officers of the court, and members of his own family. ELIOT even has the audacity to demand from the probate judge, that he rule on all of ELIOT'S previously filed and pending motions in the "order they were filed." (See Exhibit B at pg. 2 of 68, attached to Adam Simon's Affidavit).

443. That ELIOT neither retracts nor redacts any of these claims as they are true but notes that A. SIMON is defaming and slandering him by stating this is ELIOT'S intent when defamation and slander are defensible with TRUTH and ELIOT has only told the truth in these matters and all matters to the best of his ability. A. SIMON as with this whole Lawsuit has provided nothing but hot air, false statements and insufficient pleadings and now seasoned with an assault on ELIOT.

444. That ELIOT does intend on dragging those involved in the heist of the Estates assets through their violations of their Attorney Conduct Codes and State and Federal Law through the mud and further have them incarcerated for their felonious misconduct and disbarred to prevent this from happening to others.



445. That ELIOT claims if A. SIMON feels defamed or slandered as an Attorney at Law why has he not taken legal action against ELIOT. Otherwise this claim is more hot air and an attempt to slander and defame ELIOT without reason or merit and further cause for removal.

446. That A. SIMON claims,

In ELIOT's motion to disqualify and strike pleadings pending before this court, ELIOT states in pertinent part as follows: Defendant, A. SIMON, can no longer be unbiased either as counsel for himself or others, especially where there is adverse interest in the matter that could put him behind bars for felony crimes alleged herein, that he is a central party to." (Dkt. #58 at Par. 70). ELIOT spews such false allegations with malicious intent and to cause harm. I, for one, can no longer permit ELIOT to wreak havoc in this litigation free from fear of any meaningful sanction. Which is why, if the court denies ELIOT's motion to disqualify me, I shall file a separate motion seeking sanctions from the Court that will include, but are not limited to, withdrawal of ELIOT's filing privileges absent leave of the court for each pleading and/or motion he desires to file in this matter in the future.

447. That A. SIMON should worry not about sanctioning ELIOT with his superpowers but worry more about being sanctioned for filing a Lawsuit so void of legal standing as to make it precedent setting as an example of what not to do when filing a Lawsuit taught in Law School 101. That this Lawsuit may also be precedent setting and model for the Law School 201 class on Ethics and how Lawsuits can be misused for criminal acts by Attorneys at Law through toxic, frivolous, vexatious abuse of process pleadings that may land them in jail. A. SIMON should worry more that this Fraud on a US District Court to commit Insurance Fraud will land him in prison soon than ELIOT'S filing privileges he so desperately wishes to revoke and avoid.

448. That the Court should note that what spews from A. SIMON throughout his response has not one factual example of anything he claims, while he dodges all allegations in the ELIOT'S

filing to remove him for his wrongdoings in filing this Lawsuit that is filled with factual Prima Facie evidence of the crimes alleged against A. SIMON and other defendants.

449. That A. SIMON claims,

G. ELIOT'S motion is styled as a motion to disqualify and strike pleadings actually seeks relief well beyond that. ELIOT, in his motion to disqualify and strike pleadings seeks a myriad of relief from this court far too extensive to regurgitate in full. Suffice to say however, that his demand for \$8 million from me, in a motion to disqualify, provides additional irrefutable evidence that he has filed this motion for an improper purpose. The number \$8 million is tossed about by ELIOT with total disregard for me or this court because he does so without a shred of evidence to support it.

450. That ELIOT has sought eight million dollars of damages, as the Lost or Suppressed Policy Appears to be \$2,000,000.00. Since no policy has been provided to prove this amount for certain it is only an assumption at this time and could in fact be much larger. Since no beneficiaries can be proven on the actual Policy, as that information appears suppressed and denied, again apparently 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, I guess S. BERNSTEIN could have left it all to CANDICE, as SPALLINA claims immediately prior to his death S. BERNSTEIN had requested beneficiary change forms and was intending to

change the beneficiary to an unknown party. ELIOT will consider seeking leave to amend the complaint another \$2,000,000.00 for this potential.

451. 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 issues like this, it is treble damages emotionally and for the disgrace to ELIOT'S parents good name and good fortunes blessed upon their children, damaged by this toxic Lawsuit filed by A. SIMON and beyond what money damages can repair or relief this Court can grant.

452. That A. SIMON claims,

ELIOT's prayers for relief also demand that this court order all children and grandchildren of Simon Bernstein to seek their own separate counsel. Such a demand is designed solely to increase the cost and expense of this litigation beyond the point of any rational economic sense. Again, ELIOT makes these demands purportedly on behalf of relatives whom are not represented in this litigation, because they were not named by the Insurer in its interpleader action nor by any other party to the litigation. Also, neither ELIOT nor any of the relatives purportedly represents can offer any evidence or documentation that would support a claim to the Policy proceeds. That would explain their absence in this case.

453. That A. SIMON again fails to see that the Estate of the Insured is paid the proceeds when no beneficiary is present at time of death and here we are over a year after time of death and A. SIMON fumbles in Court to try and build a legally qualified beneficiary and has failed again and again to put forth any legal proof of his clients beneficial interests in the Lost or Suppressed Policy. With no legal Plaintiff and no legal Defendant in his Lawsuit the clients claims are WORTHLESS and ELIOT and the grandchildren who are beneficiaries of the Estates would be the beneficiaries of the Policy without such nonsense and paid long ago.

454. That A. SIMON knew all this being a seasoned Attorney at Law but choose to conceal these facts from the Court and the Estate beneficiaries with scienter.

455. That A. SIMON claims,

H. ELIOT'S motion violates the Northern District's Local Rules, LR 7.1 in that it exceeds page limitations without leave of the court.

LR 7.1. Briefs: Page Limit

Neither a brief in support of or in opposition to any motion nor objections to a report and recommendation or order of a magistrate judge or special master shall exceed 15 pages without prior approval of the court. Briefs that exceed the 15 page limit must have a table of contents with the pages noted and a table of cases. Any brief or objection that does not comply with this rule shall be filed subject to being stricken by the court.

ELIOT'S motion is over twice the length permitted by LR 7.1 and it was filed without leave of the court. In addition, the motion also contains over 125 pages of exhibits. Most of

ELIOT'S motion is devoted to the probate proceedings in Palm Beach County, Florida as opposed to the issues in the case at bar. In fact all of ELIOT's pleadings in this matter violate this rule.

ELIOT's 34 page motion to disqualify with over 120 pages of exhibits is likely the shortest pleading he has filed in this matter to date. For violating LR 7.1, ELIOT's motion should be stricken by the court.

456. That ELIOT prays that this is not the only defense, for he should not worry about page length violations when his whole Lawsuit is a violation not only of this Court's rules but of STATE and FEDERAL FELONY LAWS and based upon an Insurance Fraud Scheme.

#### **ELIOT'S COMMENTS ON A. SIMON'S CONCLUSION**

457. That A. SIMON claims,

ELIOT, as movant, had the burden of establishing the facts showing that the drastic remedy of disqualifying me as attorney for my clients is required in this instance. ELIOT failed to proffer any factual record in support of his motion. ELIOT also failed to articulate any legal authority supporting his motion and the myriad of relief he requests from this court. For all the foregoing reasons,

this court should deny ELIOT'S motion to disqualify and strike pleadings, in its entirety.

458. That ELIOT has said enough to have A. SIMON disqualified and arrested for FELONY FRAUD and more.

459. That if this Court so deems it necessary for ELIOT to more formally file a proper legal pleading to remove A. SIMON, than ELIOT seeks guidance from the Court in what is necessary to formalize and fix his Motion and allow time to Amend properly and fit all these crimes alleged into the page limits.

Wherefore, for all the reasons stated herein, ELIOT prays this Court remove A. SIMON from any legal representations for others before this Court and Disqualify him and remove all pleadings as improperly filed on behalf of a nonexistent legal entity, demand proof of his retainer agreement with the Lost or Suppressed Trust to act on its behalf and the rule a Default Judgment in favor of ELIOT. 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

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

Dated: Wednesday, February 5, 2014



### Certificate of Service

The undersigned certifies that a copy of the foregoing Reply to Response to Motion to Remove Counsel was served by ECF to all counsel, and E-mail on Wednesday, February 5, 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](mailto: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](mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com)

Lisa Sue Friedstein  
2142 Churchill Lane  
Highland Park IL 60035  
[Lisa@friedsteins.com](mailto:Lisa@friedsteins.com)  
[lisa.friedstein@gmail.com](mailto:lisa.friedstein@gmail.com)

Jill Marla Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035  
[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)  
[Iantoni\\_jill@ne.bah.com](mailto:Iantoni_jill@ne.bah.com)

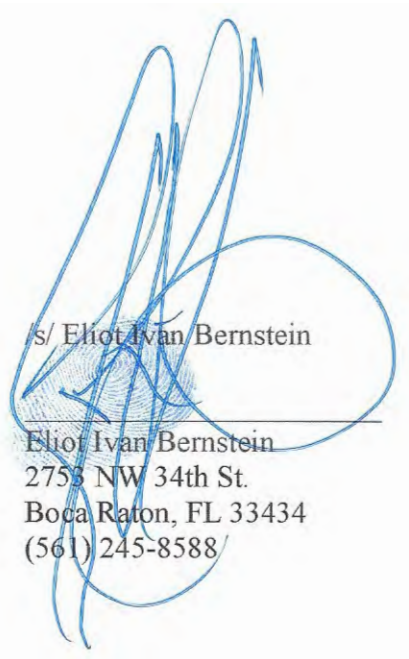
Pamela Beth Simon and  
S.T.P. Enterprises, Inc.,



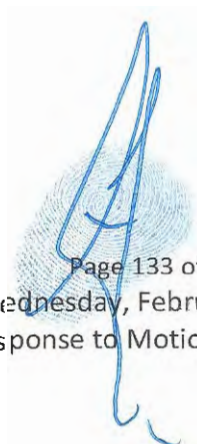
S.B. Lexington, Inc. Employee Death Benefit Trust,  
SB Lexington, Inc.,  
National Service Association, Inc. (of Illinois)  
303 East Wacker Drive  
Suite 210  
Chicago IL 60601-5210  
[psimon@stpcorp.com](mailto:psimon@stpcorp.com)

David B. Simon and  
The Simon Law Firm  
303 East Wacker Drive  
Suite 210  
Chicago IL 60601-5210  
[dsimon@stpcorp.com](mailto:dsimon@stpcorp.com)

Adam Simon and  
The Simon Law Firm  
General Counsel STP  
303 East Wacker Drive  
Suite 210  
Chicago IL 60601-5210  
[asimon@stpcorp.com](mailto:asimon@stpcorp.com)



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



**EXHIBIT 1 - SPALLINA INSURANCE CLAIM FORM**



LAW OFFICES  
**TESCHER & SPALLINA, P.A.**

Boca Village Corporate Center I  
1055 TECHNOLOGY WAY, SUITE 720  
BOCA RATON, FLORIDA 33431

ATTORNEYS  
DOMINIC R. TESCHER  
ROBERT L. SPALLINA  
LAUREN A. GAYARI

TEL: 561-997-7008  
FAX: 561-597-7308  
TOLL FREE: 888-997-7008  
WWW.TESCHERSPALLINA.COM

SECRETARY  
DIANE DUNN  
KIMBERLY MORAN  
SUZANN 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 20.

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 aggravating 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**

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

<b>CLAIMANT INFORMATION</b>			
9. Claimant Name (Last, First, Middle): If trust, please list trust name and complete Trustee Certification section. <i>Simon Bernstein Irrevocable Insurance Trust</i>			
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			

<b>CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)</b>			
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.**  
 C-0812F Life Claimant Statement, Rev. 12-14, 1/25/2011 Page 1

00086600, 0002713





CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

30086860 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.

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

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):

- 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 2005) for submission to the Internal Revenue Service.

Name of Trust: Simon Bernstein Irrevocable Insurance Trust
Date of all Amendments:
Printed Name of Trustee(s): Robert L. Spallina
Signature: [Handwritten Signature]
Date of Trust Agreement: 06/01/1995
Trust Tax ID Number: 65-6478910

Spallina signs as trustee = FRAUD

**Heritage Union Life Insurance Company**

P.O. Box 1600, Jacksonville, FL 32251  
Phone 800-825-0003 Fax 803-333-4936  
Visit us at [www.insurance-servicing.com](http://www.insurance-servicing.com)

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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

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 Claimant's 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.

JCK001262

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 2012-10-14-10.38.59.016241T01

JULIE - DTHCLM - CLLEGAL - CLIENT - Updateable

- 1009208 - - BERNSTEIN - SIMON - 18 - SRD300014031

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: SMCD00L      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: 000000  
Begin Time: 16:47:32      DTM Job Name:  
User Id: SMCD00L      DTM Return Code:  
Workstation Id:      DTM Task Name:  
Business Area: JULIE      DTM Next Task:  
Type: DTHCLM      End Date: 2013-01-17  
Status: CUREVIEW      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: JWALKR      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

**Heritage Union Life Insurance Company**

P.O. Box 1600, Jacksonville, FL 32251

Phone 800-825-0003 Fax 803-433-4936

Visit us at [www.insurance-servicing.com](http://www.insurance-servicing.com)

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November 29, 2012

LASALLE NATIONAL TRUST N.A.  
C/O ROBERT SPALLINA, ATTORNEY AT LAW  
4855 TECHNOLOGY WAY STE 770  
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 requested 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) P. Department of Insurance Notification  
Life Claimant Statement No RAA

JCK001290

LAW OFFICES  
**TESCHER & SPALLINA, P.A.**

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

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

SUPPORT STAFF  
 DIANE DUSTIN  
 KIMBERLY MORAN  
 SUZANN TESCHEL

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

December 6, 2012


VIA FACSIMILE: 803-333-4936

Attn: Broc  
 Claims Department  
 Heritage Union Life Insurance Company  
 1275 Sandusky Road  
 Jacksonville, FL 32031

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

Dear Broc:

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

RLS/km

Enclosures



From: (351) 397-7002  
Kinross Motor  
TESSCHER & SPALLINI  
4855 Technology Way  
Suite 120  
BOCA RATON, FL 33431

Origin ID: PHKA

FedEx  
Express  
Danes



1/23/12 2:40:32 PM

Ship Date: 21DEC12  
Ship Wgt: 1.9 LB  
CAD: 1344276/NET3300

Delivery Address: [REDACTED]

SHIP TO: (800) 825-0603

BILL SENDER

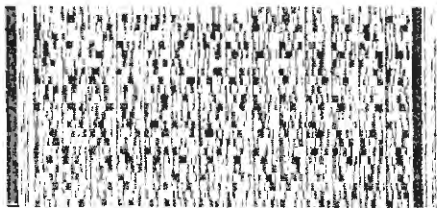
Claims Department  
Heritage Union Life Insurance Compa  
1275 Sandusky Road

JACKSONVILLE, IL 62651

Ref # Bernstein 11107 508  
Invoice #  
PO #  
Dept #

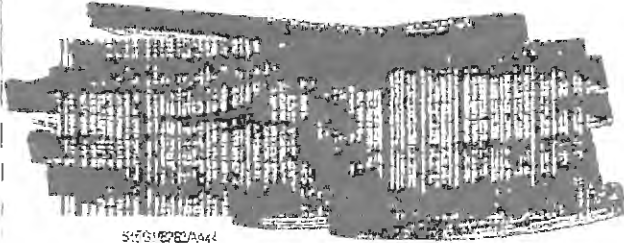
MON - 24 DEC AA  
STANDARD OVERNIGHT

TRK# 7943 7521 3807  
[920]



SH SPIA

62651  
IL US  
STL



54514262AA4


JFK001308

## Eliot Bernstein

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**Subject:** FW: Call with Robert Spallina tomorrow/Wednesday at 2pm EST

**From:** Robert Spallina [<mailto: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. 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.  
TESCHER & SPALLINA, P.A.  
4855 Technology Way, Suite 720  
Boca Raton, Florida 33431  
Telephone: 561-997-7008  
Facsimile: 561-997-7308  
E-mail: [rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at [www.tescherspallina.com](http://www.tescherspallina.com)

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**EXHIBIT 2 --  
P. SIMON NOTE AND LAWYER LETTER TO HER FATHER**



TEXT OF PAM'S NOTES 1 & 2

January 2012

Dear Dad,

Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scoot [David Simon, Esq. proper name], Molly and Ted's family out of your will hurts us. It has nothing to do with money. In fact, I think you need to take care of ELIOT, using a trustee, first and foremost.

The act of disinheriting a child is unheard of and unimaginable. It is outrageous and considered psychologically violent. I am hopeful you are not aware of this and that you will make the changes necessary.

Love Pam

January 2012

Dear Dad,

Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scott, Melly, and Ted's family out of you will hurt us. It has nothing to do with money. In fact, I think you need

to take care of Eliot, using a trustee,  
first and foremost.

The act of disempowering a child is  
unkind and unimaginable. It is  
cruel and considered psychologically  
violent. I am hopeful you are not  
aware of this and that you will  
make the changes necessary.

Love,  
Jim

# Heriaud & Genin, Ltd.

Attorneys At Law

161 North Clark Street - Suite 3200

Chicago, Illinois 60601

Fax: (312) 616-1808

Tamar S.P. Genin  
(312) 616-1806  
tspg@hgtrustlaw.com

Simon's hand notes and  
underlines on the document.

November 28, 2011

Ms. Pamela B. Simon  
950 North Michigan Avenue  
Apt. 2603  
Chicago, Illinois 60611

Dear Pam:

Please accept my apologies for my delay in sending you this letter. I had meant to send it to you soon after we spoke about my discussions with your parents' estate planning attorney, Robert Spallina. I know that it came as a shock when I told you that I was informed by Mr. Spallina that you, Ted and your respective family lines have not been provided for under your parents' estate plan and that your other three siblings have been provided for. Therefore, I thought that this follow-up letter was important.

As you may recall, I wrote to Mr. Spallina to request copies of your mother's Will, Trust and related financial information so that we could factor in a projected value of your remainder interest in your mother's Trust and analyze whether we should make any revisions to your and Scooter's estate plan in light of your mother's passing. We followed up with him after not receiving the requested information. In the end, I received an email from him in which he wrote "Please call me."

During my discussions with Mr. Spallina, he told me that you, Ted and your family lines were treated as "deceased" under your mother's trust because you and Ted were active in the businesses, and that each of you received a business as a gift from your parents. Mr. Spallina went on to say that your parents thought that they had adequately provided for you and Ted as a result of the gift of the business interests and that they wanted to provide for the other three children under their estate plan. I listened to what Mr. Spallina said. However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business interest from your parents.

So to Pam FREE

Following is my understanding of the circumstances under which you obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation:

- You and Scooter "stepped-in" and took over the running of Si's businesses (including SB Lexington, Cambridge Associates and others) following your father's open heart surgery at Northwestern in February of

all  
B/S



1987, where he also contracted Hepatitis C and was told that he could no longer work full time. Following this, Si moved full time to Florida. He traveled to Israel later that year and contracted pneumonia.

- Upon reviewing the books, you and Scooter realized that Si's businesses were failing, an employee was stealing money and Si owed millions of dollars in unpaid bills and unpaid debt. In addition, you were receiving call after call from various banks asking for repayment.
- At that time, the ALPS was in its infancy. The promoter/agency was Cambridge Associates, owned 50% by Dov Kahana and 50% by Si with the positive arbitrage owned 25% by each of Cambridge, KGN, Bruce Nickerson and Scooter.
- In August 1988, Dov was exposed by you, and you and Scooter bought out Dov's 50% share for \$3,300/month for 3 years and re-formed STP to own and market the ALPS.
- The first ALPS funding was on October 25, 1988. Even though your father was not involved in the day-to-day operations of STP, and you and Scooter were buying out Dov, your father insisted on owning a 50% share in STP, with each of you and Scooter receiving a 25% share.
- To protect your reputation and save Si from bankruptcy, you and Scooter decided to work 7 days a week and to forgo receiving most of your share of the net income from the business for a number of years to turn Si's situation around. During this time, however, your father continued to receive his 50% share of the net income and had his debt re-financed and re-paid by STP.
- Ultimately you and Scooter were compelled to buy your father out because he was doing business in Florida on behalf of others in a manner that was jeopardizing the relationships that you and Scooter had made through your efforts. You and Scooter paid top dollar (\$6.5 million) to buy out your father's interest after the two of you had turned STP into a success. Although neither you nor Scooter thought that such a large sum was reasonable, you felt good knowing that it should take care of him and your mother for life.
- Just months after you purchased your father's interest in STP, you discovered that your father was doing business in direct competition with STP and utilizing STP information on his web page.

In addition, I recall based on our discussions that you and Scooter decided to help your parents by purchasing their Chicago condominium after they decided to move to St. Andrews. I understand that the two of you paid above full price with no