

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT COURT ILLINOIS

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

Plaintiff,)

v.)

HERITAGE UNION LIFE INSURANCE)
COMPANY,)

Defendant.)

-----)
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.)
-----)

Case No. 13-cv-03643

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

Reply to Tescher and Spallina
Motion to Dismiss

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

POTENTIAL BENEFICIARIES¹:

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

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD); JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD); DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD); ALEXANDRA BERNSTEIN (TED ADULT CHILD); ERIC BERNSTEIN (TED ADULT CHILD); MICHAEL BERNSTEIN (TED ADULT CHILD); MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD); MOLLY NORAH SIMON (PAMELA ADULT CHILD); JULIA IANTONI – JILL MINOR CHILD; MAX FRIEDSTEIN – LISA MINOR CHILD; CARLY FRIEDSTEIN – LISA MINOR CHILD;

REPLY TO MOTION TO DISMISS FILED BY TESCHER AND SPALLINA

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, some that do not legally exist at this time 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 Litigant².

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.

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

REPLY TO MOTION TO DISMISS FILED BY TESCHER AND SPALLINA

REPLY TO I. and II. INTRODUCTION & BACKGROUND

1. That Robert L. Spallina, Esq. (“SPALLINA”) and Donald R. Tescher, Esq. (“TESCHER”), waste more time, energy and resources of this Court, ELIOT’S and other collateral damage parties to this vexatious, frivolous, fraudulent and toxic lawsuit that is part of a continuing and ongoing Pattern and Practice of FRAUD, committed by TESCHER, SPALLINA, Theodore Stuart Bernstein (“THEODORE”) and others. Crimes involving the recent arrest and prosecution of Tescher & Spallina, P.A. (“TSPA”) Legal Assistant and Notary Public, Kimberly Moran (“MORAN”) for admitted FORGERY (including POST MORTEM FORGERY of S. BERNSTEIN’S name) and admission of ALTERING DOCUMENTS in the Estate of SHIRLEY, POST MORTEM, by Attorney at Law SPALLINA. Crimes enacted to change beneficiaries of S. BERNSTEIN’S Estate and Convert and Comingle funds to improper beneficiaries. See exhibits at the following URL’S, fully incorporated by reference herein.

i. Palm Beach County Sheriff Office (“PBSO”) Supplemental Report – SPALLINA ADMITS ALTERING TRUST DOCUMENTS

www.iviewit.tv/20140131PBSOReport.pdf

ii. Palm Beach County Sheriff Office – FORGERY AND FRAUDULENT NOTARIZATION, INCLUDING POST MORTEM FOR S. BERNSTEIN – MORAN ARRESTED AND CONVICTED.

www.iviewit.tv/20140122MoranCriminalCaseDocs.pdf

iii. TSPA and TESCHER RESIGNATION LETTER @

<http://www.iviewit.tv/20140114%20Tesch%20and%20Spallina%20Resignation%20Letter%20as%20PR%20in%20estates%20of%20Simon%20and%20Shirley.pdf>

- iv. Orders Dismissing TESCHER and SPALLINA as counsel and as Executors / Personal Representatives of the Estate of S. BERNSTEIN and SHIRLEY and DENIAL OF THEODORE AS SUCCESSOR EXECUTOR AND PR IN THE ESTATE OF S. BERNSTEIN –

www.iviewit.tv/20140218SignedOrdersDischargeTeschSpallinaRejectionTedSuccessor.pdf

- v. MOTION TO: (I) HALT "YE OLE HAT TRICK "FOR DESIGNATION OF SUCCESSOR PERSONAL REPRESENTATIVES, APPOINT CURATOR IN INTERIM, APPOINT CORPORATE TRUSTEE AND PR AND PETITIONER AS CO-CURATOR, CO-PERSONAL REPRESENTATIVE AND COTRUSTEE IN ESTATES AND TRUSTS

(II) EXTEND TIME TO CHOOSE SUCCESSORS, AND

(III) MOTION FOR EMERGENCY HEARING FOR EMERGENCY DISTRIBUTIONS TO THREE MINOR CHILDREN IN COURT'S CUSTODIAL CARE AND PETITIONER AND HIS WIFE CANDICE

www.iviewit.tv/20140224MotionforAppointmentSuccessorPRSimon.pdf

2. That SPALLINA and TESCHER have been removed from the Estates and Trusts of S. BERNSTEIN and SHIRLEY and have been involved and admitted to involvement in, **FORGERY, FRAUD, FRAUDULENT NOTARIZATIONS, ALTERING DOCUMENTS POST MORTEM IN THE ESTATES TO CHANGE BENEFICIARIES** and more.
3. That SPALLINA and TESCHER make claims that they do not belong in this lawsuit and seek to dismiss the cross complaint based on lots of mumbo jumbo citing this or that law or case, yet this whole lawsuit begins with the FELONY CRIMINAL ACT of INSURANCE FRAUD committed by SPALLINA who filed a FRAUDULENT INSURANCE CLAIM (see URL @

<http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121101%20Heritage%20Claim%20Form%20Spallina%20Insurance%20Fraud.pdf> , hereby incorporated by reference in

entirety) while IMPERSONATING A CORPORATE TRUST COMPANY, IMPERSONATING A CORPORATE TRUST COMPANY TRUSTEE and IMPERSONATING A TRUSTEE/BENEFICIARY of the Lost or Suppressed Trust, in efforts to CONVERT and COMINGLE the life insurance policy proceeds to his law firms trust account, as all evidenced in the URL above. SPALLINA was AIDED and ABETTED BY MORAN and others in filing the FRAUDULENT CLAIM with HERITAGE, all evidenced in ELIOT'S prior pleadings.

4. That SPALLINA filed a FRAUDULENT INSURANCE CLAIM, acting in a variety of FRAUDULENT ROLES as evidenced, including acting an alleged Trustee of an alleged Lost or Suppressed Trust claimed to be the Contingent Beneficiary of the insurance policy and simultaneously acting as the Primary Beneficiary by impersonating a corporate trust company, LaSalle National Trust, N.A. and acting as Trustee of LaSalle National Trust, N.A.
5. That the Court should note that no party to date has produced a copy of the Lost or Suppressed Trust that filed this lawsuit as Plaintiff and thus the Lawsuit continues without a legal entity as Plaintiff having filed the action.
6. That the alleged Trustee of the Lost or Suppressed Trust was originally SPALLINA when the FRAUDULENT INSURANCE CLAIM was filed and then when this FRAUDULENT BREACH OF CONTRACT lawsuit was instigated the Trustee of the Lost or Suppressed Trust changed from SPALLINA to THEODORE.
7. That the Amended Complaint submitted now tries and change the Plaintiffs from the Lost or Suppressed Trust and Theodore of Trustee of such Lost or Suppressed Trust, to individual

Plaintiffs, due to the lack of a legal Plaintiff with standing originating the Original Complaint and in efforts to cover the Fraud uncovered by ELIOT in the filing of the Lawsuit by a non-existent entity.

8. That the Court should note again that no party has produced a copy of the life insurance policy that is the subject CONTRACT in this BREACH OF CONTRACT Lawsuit, including the insurance companies. In other words, what we have here is a precedence setting Breach of Contract Lawsuit filed without a contract put forth that was breached and filed by a non-existent Plaintiff.
9. That in the last hearing before this Court, Attorney at Law Alexander Marks, Esq. ("MARKS") on behalf of Jackson National Life Insurance Company ("JACKSON") claimed that they tendered a Sample Contract for production in this Lawsuit but admitted that they failed to provide the actual life insurance contract to ELIOT and this Court. Instead they provided a sample contract that does not provide ELIOT or this Court with information necessary to ascertain if the death benefit amount tendered to this Court is correct or if the beneficiaries alleged by the parties, which varies according to JACKSON and Plaintiffs are correct or if in fact the language in the Lost or Suppressed Policy was in fact breached.
10. That SPALLINA'S FRAUDULENT claim was denied by the carrier and reinsurer and SPALLINA was directed to seek a Florida Probate Court Order to approve the beneficiary scheme he was proposing to the carrier, as the proceeds according to Florida law should legally flow to the Estate of S. BERNSTEIN in the event there is no legal beneficiary at the time of the insured's death, which there was not.
11. That these efforts to CONVERT and COMINGLE funds to improper beneficiaries is similar to the Fraud, Conversion, Comingling and more that SPALLINA already has admitted to in

the Estate of SHIRLEY, as admitted to by SPALLINA in the Palm Beach County Sheriff Office ("PBSO") Report exhibited already herein, whereby SPALLINA alleges to PBSO that he altered Trust Documents to change beneficiaries POST MORTEM of S. BERNSTEIN and SHIRLEY to favor he and his legal Partner Tescher's business partner and close personal friend, THEODORE, who had been excluded from the Estates of S. BERNSTEIN and SHIRLEY along with his sister P. SIMON.

12. That this Lawsuit for Breach of Contract is based on the DENIAL of the FRAUDULENT CLAIM filed by SPALLINA and his felony convicted Legal Assistant/Notary Public MORAN with HERITAGE UNION LIFE, which was filed via MAIL and WIRE from Boca Raton, FL to Jacksonville, IL. This would appear to make TESCHER and SPALLINA and MORAN indispensable parties to this Lawsuit and the alleged crimes that took place in IL.
13. That TESCHER and SPALLINA are now **FORMER** Co-Personal Representatives/Executors of the Estate of S. BERNSTEIN and where they should have been a party to this case all along on behalf of the Estate beneficiaries. Instead, knowing of this Lawsuit and the attempt to Convert the proceeds to improper parties and having alleged fiduciary powers over the Estate of S. BERNSTEIN, they instead hid this Lawsuit from certain beneficiaries with intent, to the disadvantage of certain beneficiaries and to the advantage of others. Once this Lawsuit was filed they tried to distance themselves and hide as if they knew nothing about this Lawsuit, even refusing to accept a Waiver of Service and forcing more resources to be extended hunting them down. As alleged former Executors/Personal Representatives for S. BERNSTEIN'S Estate they did not voluntarily join this Lawsuit on behalf of the Estate beneficiaries who are alleged to be six minor children and others to protect their beneficial interests or protect the interests of the Estate of S. BERNSTEIN.

14. That there is now a new interim Curator that was appointed by Judge Martin Colin for the Estate of S. BERNSTEIN, a one Benjamin Brown, Esq. ("BROWN"). ELIOT believes that BROWN will be making an appearance in this matter shortly on behalf of the Estate of S. BERNSTEIN. The Estate the legal beneficiary according to the State of Florida, whereby if there is no beneficiary at time of death, the proceeds are paid to the Insured's Estate.
15. That SPALLINA and TESCHER make false and defamatory claims to this Court about ELIOT personally and ELIOT'S intents and actions in this Lawsuit that are both insulting and untrue and based on lies. This appears to be there Modus Operandi in the courts at first, similar to how they acted while perpetrating Fraud on the Florida Probate Court and the Estate of S. BERNSTEIN beneficiaries. For instance, after hiding from service they now claim to this Court that ELIOT is trying to merge the Estates of SHIRLEY and S. BERNSTEIN into this Lawsuit in the Federal Court to somehow compensate for what they claim is ELIOT'S losses in the probate court as a part of their Motion to Dismiss. However, ELIOT has made no such claims or efforts in his pleadings to try and merge the Probate cases of SHIRLEY and S. BERNSTEIN into this Court and factually instead has tried to have this Lawsuit dismissed and the insurance matters returned to the proper Probate Court for adjudication as an Estate asset.
16. That ELIOT has only brought to light in this Lawsuit through his pleadings, supplanted with Prima Facie evidence to his claims, the multiple felony criminal acts, prosecuted in some instances, admitted to in others and under ongoing investigations done by TESCHER, SPALLINA, MORAN et al.
17. That these FELONY ACTS committed in the Probate Courts are directly related to the LOOTING of the Estates of S. BERNSTEIN and SHIRLEY and have relevance to this

Lawsuit by exhibiting an Ongoing Pattern and Practice of CRIMINAL ACTIVITY taking place with assets of the Estate of S. BERNSTEIN through a variety of crimes, including this Fraudulent Breach of Contract Lawsuit attempting to Convert and Comingle a life insurance benefit to the Plaintiffs of this Lawsuit and not the true and proper beneficiary of the life insurance policy, which again in a missing beneficiary situation as claimed by the Plaintiffs, the beneficiary would be the Estate of S. BERNSTEIN and not the Plaintiffs.

18. That the insurance contract is an asset of the Estate of S. BERNSTEIN, which has been attempted to be Converted in no less than three fraudulent attempts to Convert the policy to improper parties, now in part through this FRAUD ON A US DISTRICT COURT by using a Breach of Contract Lawsuit steeped in Fraud that has already illegally Converted and Comingled the death benefit of the Policy into this Court's Registry versus into the Estate of S. BERNSTEIN.
19. That the Estate of S. BERNSTEIN and the Beneficiaries of the Estate are indispensable parties to this action that should have been represented from the start, if not for the fact that those who were charged with representing the Estate (TESCHER and SPALLINA) were directly involved in the nexus of the crimes, as is the case in the instant Lawsuit.
20. That these insurance matters of the Estate of S. BERNSTEIN are before this Court due to SPALLINA, MORAN, THEODORE, A. SIMON, P. SIMON, D. SIMON, IANTONI and FRIEDSTEIN attempting to move the Estate asset, the Insurance Policy on the life of S. BERNSTEIN outside the Estate and failing to notify or represent the Estate Beneficiaries in efforts to Convert and Comingle the proceeds before they were aware of this Lawsuit. The Court should note that ELIOT had nothing to do or any knowledge of this Lawsuit or the

filing of this Lawsuit as claimed in TESCHER and SPALLINA'S baseless Motion to Dismiss.

21. That ELIOT did not try to bring these matters to a US District Court in a Breach of Contract Lawsuit as TESCHER and SPALLINA claim to this Court, it was the ILLEGAL actions of their law firm TSPA, TESCHER, SPALLINA, MORAN, THEODORE et al. that has caused these matters to come before this Court and ELIOT has every right to file a Cross Claim and seek damages, as he and his children are alleged beneficiaries of the Estate of S. BERNSTEIN who have been deprived for over a year and half of this asset.

REPLY TO III. THIS COURT SHOULD DISMISS TESCHER & SPALLINA FROM THIS LAWSUIT

A. Eliot's Third-Party Complaint Is Unrelated To The Original Complaint

22. That ELIOT has liabilities to both him and his children who are entitled to the policy proceeds through the Estate of S. BERNSTEIN and not through Plaintiffs FRAUDULENT BREACH OF CONTRACT lawsuit, which in fact currently has no legal valid Plaintiff or legal valid Contract that has been made part of the Lawsuit and whereby the Lawsuit is instead based on a FRAUDULENT INSURANCE CLAIM filed by TESCHER, SPALLINA, TSPA, MORAN et al.
23. That for their alleged criminal misconduct in filing the FRAUDULENT INSURANCE CLAIM that forms the basis of this FRAUDULENT BREACH OF CONTRACT Lawsuit, TESCHER, SPALLINA, TSPA, MORAN et al. all were properly served this Lawsuit and should be parties based on their direct involvement in the matters that occurred in the State of Illinois that they instigated.
24. That ELIOT has claimed that HERITAGE paid this Court funds in their interpleader action based on the Lost or Suppressed Policy that has not been produced at this time by any party

and therefore while ELIOT appreciates HERITAGE'S willingness to pay death benefits on a policy they have failed to produce, this payment that subverts the Estate beneficiaries is not acceptable. ELIOT has demanded this Court to return the funds immediately to HERITAGE as they were Converted and Comingled into this Court's Registry improperly and perhaps illegally and without a valid contract with which to pay upon, making this Lawsuit even more surreal.

25. That ELIOT would not take the interpleader funds as this would be to participate knowingly in fraudulent activities and this Fraud is why ELIOT has a right to Cross Claim against the parties who participated in this FRAUDULENT ACTIVITY.

REPLY TO - B. There Is No Subject-Matter Jurisdiction

26. That ELIOT is not asking this Court to Probate a Will or Administer an Estate as claimed by TESCHER and SPALLINA and this is more false and misleading information. ELIOT is merely asking this Court to return the Estate asset of the life insurance policy death benefit back to HERITAGE, who should not have paid any funds without a contract and to improper beneficiaries. Without this FRAUDULENT BREACH OF CONTRACT Lawsuit architected by SPALLINA, MORAN, THEODORE et al. the asset would be safely in the Estate to be distributed according to the Estate plans of S. BERNSTEIN to the true and proper beneficiaries, not the Plaintiffs in this ludicrous and baseless Lawsuit.
27. That ELIOT is not certain if TESCHER and SPALLINA are sane in the rest of their claims regarding ELIOT'S assertions against them in the Probate Courts of S. BERNSTEIN and SHIRLEY in FLORIDA, as ELIOT'S efforts to remove these criminals disguised as Attorneys at Law has resulted in,

- i. the ARREST of their legal assistant and notary public for admitted FORGERY and FRAUDULENT NOTARIZATIONS, made POST MORTEM in efforts to change beneficial interests in the Estates to improper and illegal parties,
- ii. the discovery that SPALLINA and TESCHER used S. BERNSTEIN POST MORTEM to act as Executor of the Estate while dead, failing to notify the Court he was deceased, leading Judge Martin Colin to claim from this Fraud on his Court that he had enough evidence to read THEODORE, SPALLINA and TESCHER their Miranda Warnings and where criminal complaints remain ongoing in these matters,
- iii. the admission by SPALLINA to the Palm Beach County Sheriff that he FRAUDULENTLY altered Estate documents to change the beneficiaries illegally,
- iv. the removal of SPALLINA and TESCHER as Counsel in ALL capacities in the Estate matters of both S. BERNSTEIN and SHIRLEY and
- v. the removal of SPALLINA and TESCHER as Executors / Personal Representatives in the Estate of S. BERNSTEIN.

REPLY TO - C. This Court Should Abstain From Hearing the Third-Party Complaint

28. That ELIOT did not file this Lawsuit and his Cross Claim has nothing to do with the parallel litigation filed by A. SIMON and THEODORE based on HERITAGE'S failure to pay on the FRAUDULENT INSURANCE CLAIM filed by SPALLINA, MORAN et al., in efforts to Convert the proceeds outside of the Estate of S. BERNSTEIN, where they were directed to get a Court Order from the Probate Court to approve of their beneficiary scheme proposed on the Fraudulent Insurance Claim form and therefore the proper parties should be charged with bringing this Lawsuit fraudulently and parallel to the Estate litigation.

29. That ELIOT still has rights to sue those parties who contrived and participated in the FRAUD ON A US DISTRICT COURT, INSURANCE FRAUD and FRAUD ON THE ESTATE OF S. BERNSTEIN'S BENEFICIARIES for the damages caused thus far.
30. That ELIOT did not file his complaint in relation to his pending actions before the Florida Probate Courts, which have already DESTROYED THE INTEGRITY OF TESCHER, SPALLINA, THEODORE et al. for a number of alleged and proven CRIMINAL ACTIVITIES in those courts but instead filed his Cross Claim after he was served this Lawsuit as a Third Party Defendant by HERITAGE and JACKSON. The reason ELIOT did not know of this Lawsuit when it was filed was because of the INTENTIONAL ACTS of SPALLINA, TESCHER, THEODORE, Pamela Beth Simon ("P. SIMON"), Adam M. Simon, Esq. ("A. SIMON"), Jill Marla Iantoni ("IANTONI") and Lisa Sue Friedstein ("FRIEDSTEIN") to SECRET the Lawsuit from ELIOT and his children's counsel with INTENT to DEFRAUD THEM.
31. That once ELIOT was notified of this FRAUD ON A US DISTRICT COURT in efforts to CONVERT and COMINGLE an asset of the Estate of S. BERNSTEIN, ELIOT replied timely and filed his Cross Complaint seeking damages against those involved in this FRAUD.

REPLY TO - D. No Personal Jurisdiction Over Tescher & Spallina

32. That this Court has jurisdiction over TSPA, TESCHER and SPALLINA, as the Lawsuit begins with a fraudulent insurance claim TSPA, TESCHER, SPALLINA, MORAN et al. submitted to HERITAGE in Jacksonville, Illinois, via Mail and Wire. The Breach of Contract claim is based on the DENIAL of this FRAUDULENT INSURANCE claim filed in

Jacksonville, Illinois, so it is hard to imagine how their argument works legally that they have no involvement in Illinois in these matters.

33. That this Court has jurisdiction over TSPA, TESCHER and SPALLINA because the Fraudulent Breach of Contract Lawsuit was filed in US District Court in the Northern District of Illinois in conspiratorial efforts to evade a Florida Probate Court. That at the time of filing of this Lawsuit both TESCHER and SPALLINA were alleged Executors/Personal Representatives before that Court and knew the Insurance Policy was an asset of the Estate of S. BERNSTEIN that they were supposed to be protecting. Instead, they committed criminal acts in Illinois to complete the FRAUD without noticing the Florida Probate Courts or beneficiaries and therefore as these acts were all done in Illinois it would appear they are under the jurisdiction of this Illinois Court.
34. That TESCHER and SPALLINA are indispensable parties to this Lawsuit as they are central alleged conspirators of the alleged FRAUD on this Court, the Florida Probate Court, Fraud on the Estate Beneficiaries of S. BERNSTEIN, Insurance Fraud on HERITAGE, Fraud on LaSalle National Trust Company, N.A. and more.

**REPLY TO - E. Eliot's Third-Party Complaint Does Not State a Claim
Upon Which Relief Can Be Granted**

35. That ELIOT states that he has provided this Court enough Prima Facie Evidence and other exhibits in his prior Motions, which more than beyond a reasonable doubt prove his assertions and claims that a variety of FRAUDS have taken place in both the Insurance Claim filed by TSPA, TESCHER, SPALLINA, MORAN et al. and in the filing of this FRAUDULENT US DISTRICT COURT BREACH OF CONTRACT LAWSUIT emanating from the original FRAUDULENT INSURANCE CLAIM.

36. That ELIOT will rely on this Court to determine if he has properly stated enough claims and put forth enough valid and true evidence to support those claims to put those who have committed these FRAUDS, with knowledge and scienter, in prison and award ELIOT damages.
37. That if this Court does not think ELIOT, acting PRO SE, has not filed a proper pleadings and a proper Cross Claim or failed to state a claim properly, that this Court allow ELIOT to seek leave to amend where necessary.
38. That this Court can act on its own motion to award ELIOT counsel in these matters forward, as ELIOT is informis pauperis and severely economically impacted by the delay of over a year and half of these insurance proceeds and his family's inheritances directly due to the actions of those involved in this FRAUD ON YOUR HONOR'S COURT, FRAUD ON HERITAGE and FRAUD ON THE BENEFICIARIES OF THE ESTATE OF S. BERNSTEIN and these costs can later be paid through damages and surcharge by the responsible parties who instigated this FRAUDULENT LAWSUIT in the first place.
39. That due to these criminal acts already acknowledged and admitted to by Attorneys at Law involved in the Estate of S. BERNSTEIN and SHIRLEY to change beneficiaries illegally, bonding should also be forced on the parties involved in perpetrating this Fraud.

REPLY TO - IV. CONCLUSION

40. That ELIOT could go on for hundreds of pages with more evidence than already submitted in prior pleadings illustrating INSURANCE FRAUD and FRAUD ON CORPORATE TRUSTEES by SPALLINA in his original claim form but fears the ire of this Court in violating page limits or failing to state a claim or perhaps more aptly stating way to many claims, taking note that he has been chastised by the Court for these minor court infractions,

while Officers of this Court and Defendants (where many are Attorneys at Law) are breaking numerous FELONY CRIMINAL ACTS, INCLUDING FRAUD IN AND UPON THIS US DISTRICT COURT BY CRIMINALS DISGUISED AS ATTORNEYS AT LAW, FRAUD ON INSURANCE COMPANIES, FRAUD ON TRUST COMPANIES and filing WHOLLY IMPROPER PLEADINGS with NON EXISTENT PLAINTIFFS, IMAGINARY TRUSTEE PLAINTIFFS, IMAGINARY CONTRACTS SUED UPON in efforts to commit FRAUD UPON THE TRUE AND PROPER BENEFICIARIES OF THE ESTATES AND TRUSTS OF S. BERNSTEIN and more.

41. That ELIOT on the other hand has broken some page rules and violated some legalese in filings as he is Pro Se but can assure this Court that first and foremost he has followed the Ten Commandments and has been truthful, acted with integrity and put forward legitimate documentation and exhibits to the best of his Pro Se abilities to prove his claims. With superior knowledge of the law, the attorneys at law and others on the other side of this Baseless, Vexatious, Frivolous and Fraudulent Lawsuit, have acted in egregious bad faith and with unclean hands, violating a number of Commandments, masses of civil torts, criminal acts and ethical violations in the filing of this Lawsuit.
42. That ELIOT will trust Your Honor's honor and know that TSPA, these two rogue attorneys at law, TESCHER and SPALLINA to disgrace my Father and Mother last wishes, acting in conspiracy with THEODORE and P. SIMON who were disinherited, absolutely need to be indispensable party and defendants in this Lawsuit, as they are the central conspirators who initiated this whole FRAUD and are liable for much of the damages to those they have committed this fraud upon and thus in essence they are the life of the party too.

Wherefore, for all the reasons stated herein, ELIOT prays this Court reject TESCHER and SPALLINA'S FRIVOLOUS and VEXATIOUS Motion to Dismiss. Further, ELIOT requests this Court Sanction and Report TESCHER and SPALLINA for their violations of Attorney Conduct Codes and State and Federal Laws. 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. Finally, while not properly pled, ELIOT requests this Court act on its own Motion, after taking Judicial Notice of the Criminal Activities of Attorneys at Law TESCHER and SPALLINA in creating this mess in both of my parents Estates and this Court, along with others acting as Officers of this Court (i.e. A. SIMON) and consider Ordering ELIOT Counsel on a Pro Bono basis if everyone does not want him to violate rules he does not know about being that he is not a lawyer. Otherwise, ELIOT apologizes in advance for not knowing all the rules of filing pleadings, which if he did, he would be a lawyer.

Respectfully submitted,

/s/ Eliot Ivan Bernstein

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

Dated: Monday, March 10, 2014

Certificate of Service

The undersigned certifies that a copy of the foregoing REPLY TO MOTION TO DISMISS FILED BY TESCHER AND SPALLINA was served by ECF to all counsel, and E-mail on Monday, March 10, 2014 to the following parties:

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Monday, March 10, 2014

REPLY TO MOTION TO DISMISS FILED BY TESCHER AND SPALLINA

Email

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