

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
CASE NO. 5021012CP004391XXXXSB

IN RE: ESTATE OF SIMON L. BERNSTEIN
_____ /

**CURATOR'S SECOND AMENDED PETITION FOR INSTRUCTION
REGARDING SCOPE OF INVOLVEMENT IN FLORIDA LITIGATION**

COMES NOW, Curator, Benjamin P. Brown ("Curator"), by and through undersigned counsel, files this Second Amended Petition for Instruction Regarding Scope of Involvement in Florida Litigation ("Motion"), and states as follows:

1. On February 25, 2014, this Court entered an Order on "Interested Person" William Stansbury's Motion for the Appointment of a Curator or Successor Personal Representative ("Order Appointing Curator"), appointing Benjamin P. Brown as Curator of the Estate of Simon L. Bernstein ("Estate"). On March 11, 2014, this Court entered Letters of Curatorship in Favor of Benjamin Brown ("Letters").

2. Litigation involving Simon L. Bernstein ("Decedent") was pending when the Decedent died (Case No. 502012CA013933, *William E. Stansbury v. Ted S. Bernstein, et al.*, (Palm Beach County Circuit Court)) (the "Florida Litigation").

3. The Letters of Curatorship authorize the Curator to appear in the Florida Litigation on behalf of the Estate and to evaluate discovery related to the Decedent for purposes of asserting objections and privileges.

4. On March 24, 2014, the Curator filed the Amended Petition for Instructions Regarding Scope of Involvement in the Florida Litigation, attached hereto as Exhibit A, requesting instructions on his involvement in the Florida Litigation.

5. On June 9, 2014, William Stansbury, the Plaintiff in the Florida Litigation, entered into a settlement agreement with Ted and the other Defendants¹ besides the Estate (“Settlement”), attached hereto as Exhibit B. Apparently, as a result of the Settlement, Ted, through his counsel, Alan Rose, Esq., will no longer be defending against Stansbury’s claims in the Florida Litigation.

6. On June 10 and 11, 2014, Eliot Bernstein (“Eliot”), contacted the Curator via emails, attached hereto as Exhibit C, and expressed concerns regarding the propriety of the Settlement. Eliot requested, *inter alia*, that the Curator notify the Court of his concerns.

7. The Estate will need counsel in the Florida Litigation. Defense of the Florida Litigation will cause the Estate to incur a significant expense. The continuation of the Florida Litigation with the Estate as the lone Defendant underscores the need for the appointment of a Personal Representative. The Curator and his law firm are not qualified to handle the Florida Litigation, due to its subject matter and the fact that a jury trial is demanded.

8. Accordingly, by this Motion, the Curator advises the Court and all persons on the certificate of service and e-filing list of the foregoing, and, in an abundance of caution, seeks instructions regarding authority to retain new counsel for the Estate in the Florida Litigation and/or take any other action.

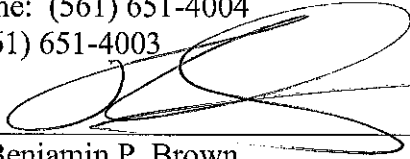
WHEREFORE, the Curator respectfully requests that this Court enter an Order providing instructions as described above, and for such other relief as this Court deems just and proper.

¹ Ted is the President and Manager of the corporate and limited liability company Defendants, respectively.

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail upon the parties listed on the attached service list, on this 13th day of June, 2014.

MATWICZYK & BROWN LLP
Attorney for Curator
625 N. Flagler Drive, Suite 401
West Palm Beach, FL 33401
Telephone: (561) 651-4004
Fax: (561) 651-4003

By: _____


Benjamin P. Brown
Florida Bar No. 841552

SERVICE LIST

Estate of Simon L. Bernstein

Palm Beach County Case No. 502012CP004391XXXXSB

| | | | |
|---|---|--|---|
| Max Friedstein 2142 Churchill Lane Highland Park, IL 6003 | Alan B. Rose, Esq. Page, Mrachek, Fitzgerald & Rose, P.A. 505 South Flagler Drive, Suite 600 West Palm Beach, Florida 33401 (561) 355-6991 arose@pm-law.com | John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 john@Pankauskilawfirm.com | Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com |
| Pamela Beth Simon 950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611 psimon@stpcorp.com | Irwin J. Block, Esq. The Law Office of Irwin J. Block PL 700 South Federal Highway Suite 200 Boca Raton, Florida 33432 ijb@ijblegal.com | Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com | Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 iviewit@iviewit.tv |
| Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com | Peter Feaman, Esquire Peter M. Feaman, P.A. 3615 Boynton Beach Blvd. Boynton Beach, FL 33436 pfeaman@feamanlaw.com | Eliot Bernstein 2753 NW 34th Street Boca Raton, FL 33434 iviewit@iviewit.tv | John P. Morrissey, Esq. 330 Clematis Street, Suite 213 West Palm Beach, FL 33401 john@jmorrisseylaw.com |
| Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com lisa.friedstein@gmail.com | William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 bill@palmettobaylaw.com | | |

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
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IN RE: ESTATE OF SIMON L. BERNSTEIN
_____ /

CURATOR'S AMENDED PETITION FOR INSTRUCTION
REGARDING SCOPE OF INVOLVEMENT IN FLORIDA LITIGATION

COMES NOW, Curator, Benjamin P. Brown ("Curator"), by and through undersigned counsel, files this Motion for Instruction Regarding Scope of Involvement in Florida Litigation ("Motion"), and states as follows:

1. On February 25, 2014, this Court entered an Order on "Interested Person" William Stansbury's Motion for the Appointment of a Curator or Successor Personal Representative ("Order Appointing Curator"), appointing Benjamin P. Brown as Curator. On March 11, 2014, this court entered Letters of Curatorship in Favor of Benjamin Brown ("Letters of Curatorship").

2. Litigation involving the Decedent was pending when the Decedent died (Case No. 502012CA013933 (Circuit Court, Palm Beach County, FL)) (the "Florida Case").

3. William Stansbury ("Stansbury"), Plaintiff in the Florida Case, filed a statement of claim as to the Florida Case on November 6, 2012. Robert Spallina, as Co-Personal Representative of the Estate, objected to the claim on February 5, 2013.

4. On March 4, 2013 Stansbury filed a Notice of Independent Action in the Estate regarding the Florida Case.



5. The Letters of Curatorship authorize the Curator to appear in the Florida Case on behalf of the Estate and to evaluate all discovery requests related to the Decedent for purposes of asserting objections and privileges on behalf of the Estate.

6. The Curator has no knowledge of the factual basis of the Florida Case beyond what has been alleged in the pleadings (to the extent any of such allegations are true).

7. The Curator believes that Co-Defendant Ted Bernstein in the Florida case has interests and positions substantially identical to those that would be asserted by the Estate in the Florida Case. Ted Bernstein also apparently was a business partner of the decedent in each of the entities named as Co-Defendants, and upon information and belief was primarily responsible for the management of those entities during the material time periods in the Florida Case. Ted Bernstein's counsel in the Florida Case is apparently representing each of the entity Co-Defendants as well.

8. The Order Appointing the Curator limits fee payments to the Curator to \$5,000.00 increments without Court approval.

9. Accordingly, the Curator seeks instructions regarding the Florida Case. Given the limitations imposed by this Court as to the Curator's fees and the Curator's limited knowledge of the Florida Case, the Curator suggests that the Court authorize the Curator to allow Ted Bernstein to take the lead in the litigation and, further, that the Curator may, in his discretion, simply monitor the proceedings as necessary to protect the Estate.

WHEREFORE, the Curator respectfully requests that this Court enter an Order providing instructions regarding the level of the Curator's involvement with respect to the matters described above, and awarding such other relief as this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail upon Alan Rose, Esq., Page Mrachek, 505 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401, arose@pm-law.com and mchandler@pm-law.com; John Pankauski, Esq, Pankauski Law Firm, 120 S. Olive Ave., Suite 701, West Palm Beach, FL 33401, courtfilings@pankauskilawfirm.com, Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, service@feamanlaw.com; Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434, iviewit@iviewit.tv; William H. Glasko, Esq., Golden Cowan, Palm Palmetto Bay Law Center, 17345 S. Dixie Highway, Palmetto Bay FL 33157, bill@palmettobaylaw.com, on this 24 day of March, 2014.

MATWICZYK & BROWN LLP

Attorney for Joel T. Strawn

625 N. Flagler Drive, Suite 401

West Palm Beach, FL 33401

Telephone: (561) 651-4004

Fax: (561) 651-4003

By:


Benjamin P. Brown

Florida Bar No. 841552

1 **SETTLEMENT AGREEMENT**

2
3 **This Settlement Agreement** (the "Agreement") is made and entered into this 9th day of
4 June, 2014, by and between the following, sometimes referred to hereafter collectively as the
5 "Parties" and individually as a "Party":
6

7 **William E. Stansbury**, sometimes referred to hereafter as the
8 "Plaintiff,"

9
10 - and -

11
12 **Ted S. Bernstein, individually; Ted S. Bernstein, as successor**
13 **Trustee to the Shirley Bernstein Trust Agreement dated**
14 **May 20, 2008 ("Shirley Bernstein Trust"); LIC Holdings, Inc.;**
15 **and Arbitrage International Management, LLC, f/k/a Arbitrage**
16 **International Holdings ("LIC"),** sometimes referred to hereafter
17 collectively as the "Defendants" and individually as a "Defendant."
18

19
20 Whereas, there is currently pending in the Fifteenth Judicial Circuit Court in and for Palm
21 Beach County, Florida (referred to hereafter as the "Trial Court"), Case No. 50 2012 CA 013933
22 MB AA, an action entitled *William E. Stansbury v. Ted S. Bernstein, et al.*, referred to hereafter
23 as the "Lawsuit";

24
25 Whereas, by this Agreement Plaintiff is settling and dropping some of the Defendant
26 Parties to this Action, but is maintaining this action against the Defendants that are not included
27 in this Agreement;

28
29 Whereas, each Party is represented by counsel, recognizes his or its respective rights
30 and obligations, and is desirous of settling – fully and finally – the Lawsuit as well as any and all
31 claims and counterclaims which were or could have been brought in the Lawsuit;

32
33 Whereas, prior to signing this Agreement, each Party had an opportunity to and in fact
34 has had counsel review this Agreement and explain that Party's rights and obligations under,
35 and the legal effect of, this Agreement;

36
37 Whereas, the Parties have signed this Agreement of their own free will and volition, with
38 full recognition and understanding of their respective rights and obligations under, and the legal
39 effect of, this Agreement;

40
41 Now Therefore, for and in consideration of the following covenants and agreements, or
42 other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and
43 conclusively established, the Parties covenant and agree as follows:

- 44 1. **Recitals:** The foregoing recitals are true and correct.
45



Handwritten initials, possibly "WS" and "TB", in black ink.

46 2. **Nothing In This Agreement To Act As Admission:** Neither this Agreement nor
47 anything in it shall act as or constitute an admission by any Party that any Party, or any of their
48 respective past or present officers, directors, shareholders, members, agents, employees,
49 independent contractors, agents, accountants or attorneys, committed any wrongful act, or
50 violated or breached the terms of any agreement or duty owed, whether statutory or otherwise.
51

52 3. **Binding and Enforceable Agreement:** Each Party waives and relinquishes any
53 ~~and all rights, under principles of law and equity, to rescind, vacate, or otherwise challenge this~~
54 Agreement (including its making or enforceability), including but not limited to duress, coercion,
55 unilateral mistake, mutual mistake, fraud in the inducement, or breach of any obligations or
56 duties which any Party owed, or may have owed, any other Party from the beginning of the
57 world to the date of this Agreement, arising under statutory or common law, or rule of
58 procedure, including but not limited to disclosure or discovery obligations in any litigation
59 between or among the Parties.
60

61 4. **Settlement of Lawsuit:** In consideration of the mutual agreement to drop
62 parties and execute releases, the Parties hereto agree as follows:
63

64 4.1. Ted Bernstein, LIC and all parties to this Agreement agree that William
65 Stansbury may retain as his sole property (i) any and all commission or renewal checks which
66 are payable to William Stansbury and which have been received by him to date, which he
67 represents to be approximately \$439,000 and which has been deposited into the Peter Feaman
68 Trust Account; and (ii) any and all commission renewal checks which are payable to William
69 Stansbury and which are received by him in the future, all of which shall be forever the sole
70 property of William Stansbury.
71

72 4.2. William Stansbury agrees that as to any other commission or renewal
73 checks which are not payable to William Stansbury but payable to any other current or former
74 employee of LIC, received in the past or future, shall be forever the sole property of LIC and
75 William Stansbury waives any claim of entitlement to any percentage of such monies or checks.
76

77 4.3. The Parties, through their respective counsel in the Lawsuit, within seven
78 days of the execution of this Agreement, William Stansbury shall file a Notice of Dropping
79 Parties With Prejudice against Ted Bernstein and The Shirley Bernstein Trust. The Parties,
80 through their respective counsel in the Lawsuit, further agree that within three days of that filing,
81 the Parties shall prepare and file with the Trial Court a Stipulation of Dropping Parties and
82 Dismissal With Prejudice of All Claims and Counterclaims Between and Among Them (along
83 with a proposed Order of Dismissal With Prejudice) providing that the Lawsuit shall be
84 dismissed with prejudice, with all Parties (including Ted and the Shirley Bernstein Trust) bearing
85 its own attorneys' fees and costs. The Notices and Stipulation filed hereunder shall have no
86 effect on the actions and claims action against the Defendants that are not included in this
87 Agreement.
88

89 5. **General Release From Plaintiff to the Defendant Releasees:** Plaintiff hereby
90 remises, releases, acquits, satisfies, and forever discharges each of the Defendants named

91 herein, specifically including all entities listed on the Corporate Organization Chart attached as
92 Exhibit "A" and Ted Bernstein's spouse (collectively referred to as the "Defendant Releasees"),
93 of and from any and all, and all manner of, claims, actions, causes of action, suits, debts, sums
94 of money, accounts, reckonings, contracts, controversies, agreements, promises, damages, and
95 demands whatsoever, in law or in equity, which Plaintiff had or now has, or which any successor
96 or assign of Plaintiff hereafter can, shall or may have, against any of the Defendant Releasees
97 for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the
98 world to the date of this Agreement, whether known or unknown, direct or indirect, vested or
99 contingent. Without limiting the generality of the foregoing, this Release includes the release of
100 any and all claims, rights, and causes of action, of any type or kind whatsoever, which were or
101 could have been raised or asserted by Plaintiff against the Defendant Releasees in the Lawsuit.
102 Notwithstanding the foregoing, Plaintiff expressly excludes from the effect of this Release and
103 does not release the Defendant Releasees from the terms and conditions of this Agreement.
104

105 **6. General Release from Defendants to the Plaintiff Releasees:** Each of the
106 Defendants hereby remises, releases, acquits, satisfies, and forever discharges Plaintiff ,
107 specifically including each of Plaintiff's past and present agents, insurers, servants, employees,
108 and spouse (collectively referred to as the "Plaintiff Releasees"), of and from any and all, and all
109 manner of, claims, actions, causes of action, suits, debts, sums of money, accounts,
110 reckonings, contracts, controversies, agreements, promises, damages, and demands
111 whatsoever, in law or in equity, which each Defendant had or now has, or which any successor
112 or assign of each Defendant hereafter can, shall or may have, against any of the Plaintiff
113 Releasees for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning
114 of the world to the date of this Agreement, whether known or unknown, direct or indirect, vested
115 or contingent. Without limiting the generality of the foregoing, this Release includes the release
116 of any and all claims, rights, and causes of action, of any type or kind whatsoever, which were
117 or could have been raised or asserted by each Defendant against the Plaintiff Releasees in the
118 Lawsuit. Notwithstanding the foregoing, each Defendant expressly excludes from the effect of
119 this Release and does not release the Plaintiff Releasees from the terms and conditions of this
120 Agreement.
121

122 **7. No Press Releases.** No press releases shall be issued by any Party, or on any
123 of their behalf, concerning this settlement or this Agreement.
124

125 **8. Attorneys' Fees:** Each Party will be responsible for paying its own attorneys'
126 fees, costs and expenses arising out of or connected with the Lawsuit, including but not limited
127 to the preparation and execution of this Agreement.
128

129 **9. Paragraph Headings:** The headings of the paragraphs of this Agreement are
130 inserted only for the purpose of convenience of reference and shall not be deemed to govern,
131 limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this
132 Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.
133

134 **10. Parties:** This Agreement, as well as the obligations created and the benefits
135 conferred hereunder, shall be binding on and inure to the benefit of the Parties as well as their

136 personal representatives, heirs, past and present representative officers, directors, agents,
137 attorneys, accountants, insurers, employees, and any subsidiary, affiliated and parent
138 corporations, collateral corporations, or other business entities controlled directly or indirectly by
139 the Parties. Each Party hereby represents and warrants, with respect to any and all claims and
140 counterclaims which were or could have been asserted in the Lawsuit against the other Party,
141 that: (a) no other person or entity is entitled to assert any such claims or counterclaims against,
142 or to recover any monetary, declarative, injunctive, equitable, or any other form of relief from,
143 ~~the opposing Party; and (b) no Party has assigned, transferred, hypothecated, or in any other~~
144 way disposed of all or any portion of any of claims or counterclaims which were or could have
145 been asserted in the Lawsuit against the opposing Party.

146
147 11. **Authority:** Each person signing this Agreement on behalf of a Party represents
148 and warrants that he or she has full power and authority to enter into this Agreement and to
149 fully, completely, and finally settle the Lawsuit, including but not limited to any and all claims and
150 counterclaims which were or could have been asserted in the Lawsuit.

151
152 12. **Governing Law, Venue and Personal Jurisdiction:** This Agreement shall be
153 governed by, and construed in accordance with, the laws of the State of Florida applicable to
154 contracts executed in and to be performed in that state and without regard to any applicable
155 conflicts of law. In any action between or among the Parties hereto arising out of or relating to
156 this Agreement or any of the transactions contemplated by this Agreement: (i) each Party
157 irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of
158 the Trial Court, and (ii) each Party irrevocably consents to service of process by first class
159 certified mail, return receipt requested, postage prepaid.

160
161 13. **Enforcement Action:** In the event any Party brings an action to enforce any of
162 the provisions of this Agreement, the Party prevailing in any such action shall be entitled to
163 recover, and the losing Party shall be obligated to pay, the reasonable attorneys' fees and costs
164 incurred in such proceeding, including attorneys' fees and costs incurred in any appellate
165 proceedings. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY**
166 **ENFORCEMENT PROCEEDING, ACTION, OR LITIGATION ARISING OUT OF, DIRECTLY**
167 **OR INDIRECTLY, THIS AGREEMENT.**

168
169 14. **PARTICIPATION OF MEDIATOR IN PREPARING SETTLEMENT PAPERS:**
170 **THE PARTIES ACKNOWLEDGE THAT BRIAN F. SPECTOR, WHO SERVED AS THE**
171 **MEDIATOR IN THE LAWSUIT (THE "MEDIATOR"), ASSISTED THE PARTIES'**
172 **RESPECTIVE COUNSEL IN PREPARING THIS AGREEMENT (INCLUDING ANY EXHIBITS).**
173 **EACH PARTY HEREBY ACKNOWLEDGES THAT: (A) THE MEDIATOR IS NOT ANY**
174 **PARTY'S LAWYER, (B) EACH PARTY LOOKED SOLELY TO THE PARTY'S OWN**
175 **COUNSEL FOR ADVICE CONCERNING THE ADVISABILITY OF ENTERING INTO, AND**
176 **THE LEGAL EFFECT OF, THIS AGREEMENT, (C) THE MEDIATOR, CONSISTENT WITH**
177 **STANDARDS OF IMPARTIALITY AND PRESERVING PARTY SELF-DETERMINATION, MAY**
178 **HAVE PROVIDED INFORMATION DURING THE MEDIATION THAT THE MEDIATOR WAS**
179 **QUALIFIED BY TRAINING OR EXPERIENCE TO PROVIDE BUT HAS NOT PROVIDED OR**
180 **GIVEN ANY LEGAL ADVICE, AND (D) AT ALL TIMES DURING THE MEDIATION,**

181 INCLUDING THE PREPARATION AND EXECUTION OF THIS AGREEMENT, THE
182 MEDIATOR ACTED WITHIN THE SCOPE OF THE MEDIATION FUNCTION IN GOOD FAITH,
183 WITHOUT MALICIOUS PURPOSE, AND NOT IN A MANNER EXHIBITING WANTON AND
184 WILLFUL DISREGARD OF HUMAN RIGHTS, SAFETY, OR PROPERTY. FINALLY, EACH
185 PARTY AGREES TO INDEMNIFY THE MEDIATOR AND HOLD THE MEDIATOR
186 HARMLESS AGAINST CLAIMS OF ANY TYPE OR KIND WHICH MIGHT BY ASSERTED BY
187 ANYONE AGAINST THE MEDIATOR ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE
188 MEDIATOR'S PARTICIPATION IN THE PREPARATION AND EXECUTION OF THIS
189 AGREEMENT, AS WELL AS ANY EXHIBITS HERETO.

190
191 15. **Joint Work Product:** This Agreement shall be deemed the joint work product of
192 all Parties and their respective counsel, and all Parties shall be considered the drafters of this
193 Agreement. Any rule of construction to the effect that any ambiguities are to be construed
194 against the drafting party shall not be applicable in any interpretation of this Agreement.

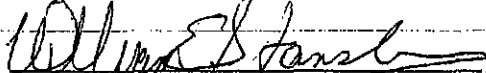
195
196 16. **Severability:** Except as provided in paragraph 18, if any provision of this
197 Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation,
198 such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or
199 invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given
200 full force and effect so far as possible. If any provision of this Agreement may be construed in
201 two or more ways, one of which would render the provision invalid or otherwise voidable or
202 unenforceable and another of which would render the provision valid and enforceable, such
203 provision shall have the meaning which renders it valid and enforceable.

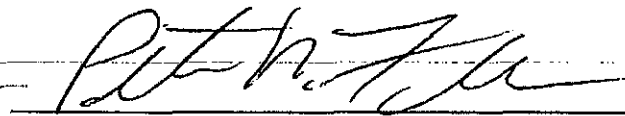
204
205 17. **Entire Agreement:** This Agreement contains the full and complete agreement
206 between and among the Parties, and there are no oral or implied agreements or understandings
207 not specifically set forth herein. No other Party, or agent or attorney of any other Party, or any
208 person, firm, corporation or any other entity has made any promise, representation, or warranty,
209 whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter
210 hereof, to induce the execution of this Agreement. No signatory has executed this Agreement in
211 reliance on any promise, representation, or warranty not contained herein. No modifications of
212 this Agreement may be made except by means of a written agreement signed by each of the
213 Parties. Finally, the waiver of any breach of this Agreement by any Party shall not be a waiver
214 of any other subsequent or prior breach. From time to time at the request of any of the Parties
215 to this Agreement, without further consideration and within a reasonable period of time after
216 request hereunder is made, the Parties shall execute and deliver any and all further documents
217 and instruments and to do all acts that any of the Parties to this Agreement may reasonably
218 request which may be necessary or appropriate to fully implement the provisions of this
219 Agreement.

220
221 18. **Bankruptcy Contingency:** In the event of the filing of any voluntary bankruptcy
222 petition by any ~~the~~ settling Defendant Party or the entry of an order for relief is entered in any
223 involuntary bankruptcy proceeding filed against any settling Defendant Party (hereafter the
224 "Bankrupt Party") within the applicable statutory preference period, this Agreement shall be void
225 ab initio at the option of Plaintiff. In such event, the Parties agree that the parties shall be

226 returned to the status quo including the refiling of the claims, which will not be opposed by any
227 of the Parties, and the statutes of limitations applicable for any Party's claims against the other
228 Parties shall be tolled as of the date of this Agreement forward. Plaintiff who has or may have
229 claims against the Bankrupt Party will be entitled to assert such claims in the bankruptcy action
230 and have the right to seek to have the claims declared non-dischargeable.
231

232 **WILLIAM E. STANSBURY**

233 
234 _____
235 William E. Stansbury
236



Attorneys for William E. Stansbury
in accordance with Fla.R.Civ.P. 1.730(b)

239 **TED S. BERNSTEIN**

240 
241 _____
242 Ted S. Bernstein



Alan B. Rose
Mrachek, Fitzgerald, Rose, Konopka,
Thomas & Weiss, P.A.
Attorneys for Ted S. Bernstein, Individually and as
successor Trustee to the Shirley Bernstein Trust
Agreement dated May 20, 2008, on behalf of
the Trust in accordance with Fla.R.Civ.P. 1.730(b)

243 **Individually and as successor Trustee**
244 **to the Shirley Bernstein Trust**
245 **Agreement dated May 20, 2008,**
246 **on behalf of the Trust**

250 **LIC HOLDINGS, INC.**

251 By: 
252 _____

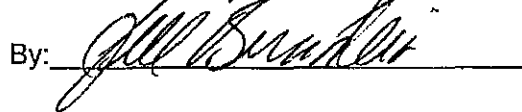


Alan B. Rose
Mrachek, Fitzgerald, Rose, Konopka,
Thomas & Weiss, P.A.
Attorneys for LIC Holdings, Inc.
in accordance with Fla.R.Civ.P. 1.730(b)

254 **TED BERNSTEIN**
255 _____
256 Print Name Signed Above

257 Its: **PRESIDENT**
258 _____
259 Indicate Office/Title

262 **ARBITRAGE INTERNATIONAL**
263 **MANAGEMENT, LLC**

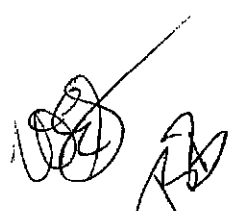
264 By: 
265 _____



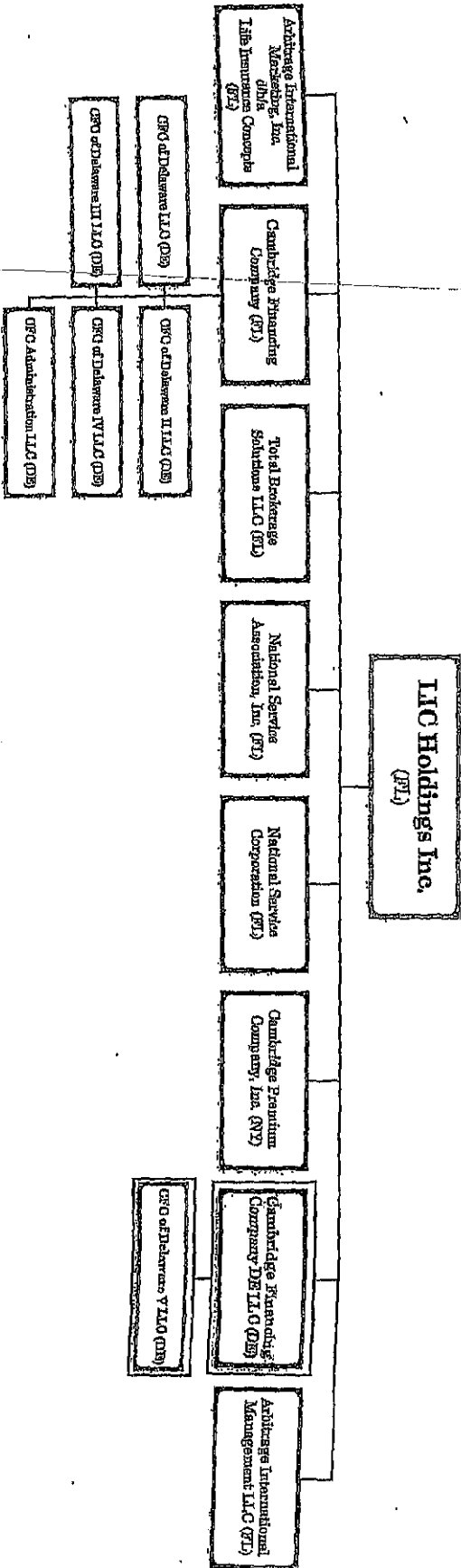
Alan B. Rose
Mrachek, Fitzgerald, Rose, Konopka,
Thomas & Weiss, P.A.
Attorneys for Arbitrage International Management,
LLC in accordance with Fla.R.Civ.P. 1.730(b)

267 **TED BERNSTEIN**
268 _____
269 Print Name Signed Above

270 Its: **MANAGER**
271 _____
272 Indicate Office/Title



Corporate Organization Chart



WS-00372

IFC OWNERS: TERRY B. JONES, JR., SIMON BENNETT, WILLIAM S. HANBY

[Handwritten signature]

Linda McDaniel

From: Ben Brown
Sent: Wednesday, June 11, 2014 12:56 PM
To: Eliot Ivan Bernstein
Cc: Ben Brown
Subject: RE: Spallina Fraud in Bernstein Estate and more.

Eliot-

Regarding the ethical rules, it seems that should be addressed with Judge Colin when the motion is heard. I am not aware of any requirement to involve criminal authorities where an attorney fails to disclose the existence of a trust document to a named beneficiary and in a federal court proceeding, but that will be addressed in the motion.

Regarding Stansbury, I believe a settlement has been signed, but do not have a copy. I have requested a copy.

The motion regarding Stansbury will include your e-mails below and point out what you are saying about settlement funds. However, unlike in probate cases, in regular civil cases there is no motion to approve a settlement that is made so I do not know of any opportunity (or mechanism as put below) to object and stop a settlement.

The e-mails I have attached to the motions for instructions are the only e-mails (other than e-mails where additional persons are copied or recipients) that have been provided. We plan to attach additional e-mails to upcoming motions for instructions, since that is better and considerably less time consuming than trying to paraphrase or quote portions.

Finally, and respectfully, in order to get these motions drafted, filed and set for hearing, and attend to other pressing matters in other cases, I am forced to take an e-mail break (so to speak).

Regards,

Ben Brown, Curator

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From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

Sent: Wednesday, June 11, 2014 12:26 PM

To: Ben Brown

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; tourcandy@gmail.com; Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Undisclosed List

Subject: FW: Spallina Fraud in Bernstein Estate and more.

Ben, I was referring to the ethical cannons of the attorney conduct code that require lawyers to report known misconduct of other attorneys at law to both the state bar and criminal authorities. I believe the knowledge you have of Spallina et al. crimes in these matters makes you duty bound to report on behalf of your client, the estate and your oath. I think Judge Colin may also have Judicial Cannons/Oath that require same, so perhaps we should seek his instructions on this and who is responsible to report all this to whom. I too do not feel obligated to further report as now competent attorneys and judges are aware of these crimes and have the documents and I have expended considerable resources already to start that process, even though I am not obligated by any ethical or judicial canons to do so. The other beneficiaries are mainly minors, who are conflicted with their guardian parents in some instances and unrepresented in others, also makes me uncomfortable that they are unable and blocked from asserting their rights and do not know how to notify authorities etc. and relying on guys like you and Colin to do what is required.

I have provided all the documents in production to the IL court and gave them to IL counsel as well.

As for Stansbury, has a settlement been signed already?

Do you consider Simon's interest in the companies to be an asset of the estate, I know LIC Holdings was also added to the Amended Inventory done by Spallina, after he knew he was in trouble for the Forgeries and Fraud. Simon had interests in monies that Stansbury is retaining in his settlement allegedly, which traditionally flowed from Stansbury back to the companies Si owned and then were divided out to Simon, Ted and 15% to Stansbury. I was suggesting that Simon's interests/commissions (an Estate assets after death I believe) may be being used to cover Ted as an individual's liability. My question, without any of the documents here now for the companies Si owned or his interests, including the missing executed buy sell the production docs refer to and all records missing from production entirely on these companies, is the estate responsible to negotiate his interests in those monies separate from Ted. Again, Ted, who is alleged to have done most of the bad acts and has wholly in every scenario been disinherited from both my mother and father's estates and trusts, has an incentive to settle with Stansbury and shift liabilities to the Estate and use monies that may be partially or wholly owed to Simon instead. Thus the Estate should object to the settlement or be there representing Simon's and the estates potential interests until we can get all the documents.

Do you know the amount Stansbury settled for or what his claims have been reduced by for the Estate and other parties still in this mess?

Please let me know of any of my communications that have been shared in the past with any parties and when or how or any that are shared in the future with any parties, thanks, Eliot.

From: Ben Brown [mailto:bbrown@matbrolaw.com]
Sent: Wednesday, June 11, 2014 11:52 AM
To: Eliot Ivan Bernstein
Cc: Ben Brown
Subject: RE: Spallina Fraud in Bernstein Estate and more.

Eliot-

I know I have emphasized this to you previously, and no doubt you know this but I wanted to mention it again in an abundance of caution- the e-mails you send to me are not privileged.

Regarding your inquiry, I have not contacted any authorities. Respectfully, I do not read the Curatorship Letters to authorize expenditure of Estate funds on trying to obtain criminal prosecutions. I believe Judge Colin was clear on May 23rd that the Curator is not authorized to expend Estate funds to pursue matters that interested persons in the Estate can pursue themselves.

I have notified Jim Stamos, Estate Illinois counsel, and provided him with the documents. He and I discussed the issue, and since the Estate is not a party yet, he advises there is no obligation to provide those documents to the other parties in Illinois or the judge yet. Once the Estate is made a party, those documents will be provided and Mr. Stamos will take the actions he feels are appropriate in representing the Estate.

Regarding the Stansbury mediation, the Estate did not enter into a settlement with Mr. Stansbury and is not involved in the settlement agreement, and the Estate's liability, if any, is only for whatever acts Simon may have committed. If there is liability for something Ted did, or LIC did, then Stansbury cannot obtain a judgment or collect against the Estate for damages caused by that conduct. I am not aware of any mechanism whereby the Estate can prevent co-Defendants in the Stansbury case from settling Stansbury's claims against them pending a separate investigation on where the settlement funds came from. I am also not aware of any mechanism for notifying Judge Blanc as you suggest.

With that said, I will have to make a motion to obtain counsel for the Stansbury litigation, because I believe that as a result of the settlement Stansbury reached with co-Defendants, Mr. Rose will not be appearing in that case any longer, and I am not qualified to handle the case. I will set that motion for hearing and of

course you can raise your points and concerns at that time. I believe the main reason that Mr. Stansbury does not want to settle with the Estate is the prospect of the Estate receiving the \$1.7M in insurance proceeds.

We are working on the motion, and will get it filed and noticed for hearing ASAP.

Regards,

Ben Brown, Curator

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From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

Sent: Tuesday, June 10, 2014 4:57 PM

To: Ben Brown

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; tourcandy@gmail.com; Elliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.; Undisclosed List

Subject: Spallina Fraud in Bernstein Estate and more.

Ben, on top of the alleged insurance fraud information, have you contacted authorities about the admissions of former PR's that they illegally and Feloniously altered estate documents to convert benefits to improper parties? If so, please inform me of your efforts and also have you contacted Detective Miller at PB Sheriff Office of these felony acts of another attorney at law in these matters, as he has ongoing investigations but is not aware of these documents at this time.

Further, I am not sure negotiating settlements and having hearings with people centrally tied to these criminal acts and events as alleged conspirators who aided and abetted these frauds is proper at this time without full investigations conducted first. I was shocked to learn that settlement conferences occurred whereby Ted is settling personally using funds that appear to possibly be the Estates funds through my father's interests in the companies whose funds are being used to settle Ted's personal liabilities. This would allow Ted out and leave the Estate exposed to pay any balance to creditors for crimes that are alleged to have been done mainly by Ted and possibly without my father's knowledge and that may have led to his possibly being murdered when my dad discovered them. In fact, the Estate's interests in these companies still remains a mystery and therefore anything to do with settling with former employees or use of funds by Ted for personal liabilities prior to knowing everything seems almost further fraud. Ted has wholly ignored my father and the Estates interests and requests for information and further there now appears to have been a signed (if you

believe anything the former PR's say or have produced) buy sell and the terms are unknown and the documents appear missing from the files. Based on all these factors I hope if the Estate is involved in any settlement of the lawsuit it has objected to any settlements of Ted's personal liabilities unless he can prove that they are 100% his personal assets on not those of any companies or trusts, etc. that the Estate may have interests in. Please do notify Judge Blanc of all of these issues immediately.

Keep in mind that Ted filed an investigation with PBSO alleging my father's girlfriend had murdered him and the coroner is running poison tests to check since they were not done but with all the fraud and forgery coming from other parties, not his girlfriend it seems that if something did happen it was from others trying to blame his girlfriend as the fall girl. From the production documents you sent it also appears that my sister Pam was also beating the drum that my father's girlfriend Maritza had murdered him. Therefore, until all aspect of the crimes can be fully investigated it seems odd that people would settle for the estates or trusts or not protect all interests of my father's, especially not knowing if they are settling with people in good faith, who can legally act in those capacities and which could be further injure the beneficiaries and interested parties of the Estate. Perhaps the Estate should seek instructions on this from Colin and Judge Blanc. Eliot

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