

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

IN RE: PROBATE DIVISION  
ESTATE OF SIMON L. BERNSTEIN CASE NO. 502012CP004391XXXXSB

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**CURATOR'S MOTION FOR INSTRUCTIONS**  
**REGARDING LIFE INSURANCE TRUST ISSUES**

COMES NOW, Curator, Benjamin P. Brown ("Curator"), by and through undersigned counsel, files this Motion for Instructions, 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. Pursuant February 18, 2014 Order on Petition for Resignation and Discharge, Tescher & Spallina provided the Curator with their files ("T&S Files").

3. Pursuant to an email request for documentation and a later May 12, 2014 Request for Production by Eliot Bernstein ("Eliot"), the T&S Files (minus documents designated by the Curator as privileged)<sup>1</sup> were produced to Eliot Bernstein on June 2, 2014.

4. Eliot located a document entitled Simon Bernstein 2000 Insurance Trust dated August 15, 2000 ("2000 Trust"), prepared by Proskauer Rose LLP ("Proskauer") attorney Albert Gortz, attached hereto as Exhibit A, and related e-mails from November 16-December 5 2012, attached hereto as Exhibit B<sup>2</sup> in the T&S Files, and has now requested that the Curator obtain a

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<sup>1</sup> Curator filed his privilege log regarding the T&S Files on June 1, 2014.

<sup>2</sup> Bearing bates stamp numbers TS004489-92.

wide variety of files from Proskauer as indicated in his emails of June 6 and 9-11, 2014 with Curator attached hereto as Composite Exhibit C. To the extent Proskauer's files are subpoenaed as related to the 2000 Trust, it would appear that any such subpoena should emanate from the Illinois Federal Court Case Number 1:13-CV-03643, *Simon Bernstein Irrevocable Trust Dated 6/21/95 v. Heritage Union Life Insurance Company*. The Curator, as Administrator Ad Litem, has provided Composite Exhibit C to the Estate's Illinois counsel to handle as appropriate in that actions. Regarding any other subjects, such subjects appear to be beyond the scope of the Letters.

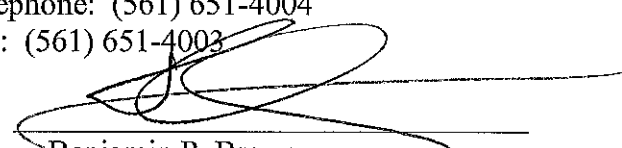
5. Additionally, Eliot has suggested that the Curator may have certain obligations to report Exhibit B to attorney disciplinary and criminal authorities, as set forth in the June 10-11, 2014 e-mails attached hereto as Composite Exhibit D.

6. 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 the Curator's authority and responsibilities.

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

**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 13<sup>th</sup> day of June, 2014.

MATWICZYK & BROWN LLP  
Attorney for Curator  
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Telephone: (561) 651-4004  
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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 <a href="mailto:arose@pm-law.com">arose@pm-law.com</a>	John J. Pankauski, Esq. Pankauski Law Firm PLLC 120 South Olive Avenue 7th Floor West Palm Beach, FL 33401 (561) 514-0900 <a href="mailto:john@Pankauskilawfirm.com">john@Pankauskilawfirm.com</a>	Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 6003 <a href="mailto:Lisa@friedsteins.com">Lisa@friedsteins.com</a> <a href="mailto:lisa.friedstein@gmail.com">lisa.friedstein@gmail.com</a>
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SIMON BERNSTEIN  
2000 INSURANCE TRUST

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law  
2255 Glades Road, Suite 340 West  
Boca Raton, FL 33431-7360



TS003892

TRUST AGREEMENT dated this 15 day of August, 2000, between SIMON BERNSTEIN, as Settlor, and SHIRLEY BERNSTEIN and ALBERT W. GORTZ, as Trustees.

1. As and for a gift, the Settlor hereby assigns and transfers to the Trustees and their successors (together, the "Trustees") the life insurance policies set forth in Schedule A annexed hereto, and the Settlor agrees to execute all such assignments and changes of beneficiary and to do such other acts and things as may be necessary in order to make the Trustees irrevocable absolute assignees of said life insurance policies. The Trustees shall hold said policies, together with any other property which may be received by them, in trust upon the terms and conditions set forth herein. This trust shall be known as the "SIMON BERNSTEIN 2000 INSURANCE TRUST."

2. (a) During the Settlor's lifetime, the Trustees shall hold the trust property, shall invest and reinvest the same, and shall pay so much of the income therefrom to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the Settlor's descendants, living from time to time, in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine, accumulating any balance of the income and adding the same to principal.

(b) During the Settlor's lifetime, the Trustees are further authorized and empowered, from time to time, to pay to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the

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BOCA RATON, FLORIDA 33431

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Settlor's descendants, living from time to time, such sums out of the principal of the trust (even to the extent of the whole thereof), in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine; provided, however, that the Trustees shall notify the Settlor's wife and each of the Settlor's descendants of their intention to make any distribution pursuant to this subdivision, whereupon the Settlor's wife and each of said descendants shall have the right (prior to such distribution) to withdraw principal pursuant to subdivision (c) of this Article 2 within thirty days after receipt of such notice.

(c) In each calendar year (including the year in which the trust is first funded), with respect to any addition to principal,

(1) The Settlor's spouse is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to the fair market value of the property added to principal (valued as of the date the addition is made),

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to the Settlor's spouse (determined on the date the addition is made, after taking into

account all prior gifts to the Settlor's spouse by such individual and assuming that in the case of any such individual other than the Settlor, his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code,

and

(B) the amount from prior years (if any) that remains subject to his or her power of withdrawal.

(2) If the aggregate additions to the trust made in said year exceed the amount that the Settlor's spouse may withdraw pursuant to paragraph (1) of this subdivision (c), each of the Settlor's descendants, living from time to time, is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to,

(I) a) the fair market value of the property added to principal (valued as of the date the addition is made),

reduced by,

b) the amount subject to the power of withdrawal of the Settlor's spouse pursuant to paragraph (1) of this subdivision (c),

divided by,

(II) the number of the Settlor's descendants having a power of withdrawal under this paragraph (2) immediately after the addition is made,

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to such descendant (determined on the date the addition is made, after taking into account all prior gifts to said descendant by the individual making that addition and assuming that his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code),

and

(B) the amount from prior years (if any) that remains subject to said descendant's power of withdrawal.

(3) Said rights of withdrawal may be exercised only by written notice to the Trustees and any such withdrawals shall be made out of additions to principal made during the current year, and, to the extent that those additions are insufficient, out of the balance of the principal. The Trustees shall notify the Settlor's spouse and each of the Settlor's descendants, living from time to time, in writing of his or her power of withdrawal with respect to each addition within fifteen days after the date the addition is made.

(4) (A) Each beneficiary's power of withdrawal in any calendar year shall lapse at the end of that year to the extent of,

(i) the amount described in Section 2514(e) of the Code (which, if expressed as a percentage of the fair market value of trust principal, shall be that percentage determined as of the end of the year in question), combining, for this purpose, the fair market



values of the principal of the trust under this Agreement and of all other trusts as to which the beneficiary may have a power of withdrawal,

reduced (but not below zero) by,

- (ii) the amounts by which the beneficiary's powers of withdrawal with respect to each such trust shall have lapsed at the end of that year (assuming that, with respect to each beneficiary, his or her powers of withdrawal as to each such trust, including this trust, shall lapse in the order in which the trust granting such power was created).

(B) Each beneficiary's power of withdrawal shall lapse in its entirety, (i) upon the beneficiary's death, or (ii) upon the Settlor's death if any part of the principal of the trust is includable in the Settlor's gross estate for Federal estate tax purposes.

(5) Notwithstanding the foregoing, any individual making an addition to the principal shall have the right, by written instrument delivered to the Trustees when the addition is made, with respect to any power of withdrawal that otherwise would be created as a result of said addition, (A) to exclude any beneficiary from exercising his or her power of withdrawal that would otherwise be created, (B) to increase (but not exceeding the amount of his or her addition) or decrease the amount subject to any beneficiary's power of withdrawal, or (C) to change the period during which any beneficiary's powers of withdrawal may be exercised.

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3. Upon the death of the Settlor, the then principal of the trust shall be held by the Trustees in further separate trust to pay the income therefrom in quarterly or more frequent installments to the Settlor's wife during her life.

The Trustees are authorized and empowered, from time to time, to pay to the Settlor's wife such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees, in their absolute discretion, deem in her best interests.

Upon the death of the Settlor's wife, the then principal of the trust shall pass to such of one or more of the Settlor's descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as the Settlor's wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon the Settlor's death if the Settlor's wife predeceases the Settlor, said principal shall be divided into shares, per stirpes, for such of the Settlor's children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, provided, however, that any share so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty shall be disposed of as provided in Article 4 of this Agreement.

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4. All shares or portions above or below directed to be set aside for a grandchild or more remote descendant of the Settlor and directed to be disposed of as provided in this Article 4 shall be held by the Trustees in further separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as the Trustees deem necessary or advisable, accumulating any balance of the income and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

The Trustees are authorized and empowered, from time to time, to pay to the beneficiary such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees shall deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for the beneficiary's then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of the Settlor and who has

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descendants then living, or, in default thereof, for the Settlor's then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of the Settlor who is then the beneficiary of a trust under this Article 4 shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article 4 shall be disposed of as provided in this Article 4.

5. The Trustees shall have the power, in their absolute discretion, at any time or from time to time: to apply for and to purchase contracts of insurance on the life of the Settlor; to make premium payments out of the income or principal on any policy of life insurance held by them hereunder; to exercise any of the rights or options with respect to any policy of life insurance held by them hereunder, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy, applying dividends against premiums or purchasing paid up additions, and exercising options with respect to conversion, surrender or payment of death proceeds.

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6. If ALBERT W. GORTZ ceases to be qualified as a Trustee hereunder, the Settlor's daughter PAMELA BETH SIMON shall be entitled to qualify as successor Trustee in his place.

The Trustees from time to time qualified hereunder are authorized and empowered to designate one or more co-Trustees and, subject to the foregoing, a sole surviving Trustee at any time qualified hereunder is authorized and empowered to designate one or more successor Trustees to succeed himself or herself; provided, however, that the Settlor may not serve as a Trustee hereunder and that the Settlor's wife may not serve as a sole Trustee hereunder, and, provided further, that JEANNIE BERNSTEIN shall never be designated as or serve as a Trustee of any trust created hereunder.

An individual Trustee shall cease to be qualified as Trustee hereunder if he or she is under a legal disability or if by reason of illness or mental or physical disability, in the written opinion of two doctors then practicing medicine, he or she is unable to manage his or her affairs. Each Trustee acting hereunder hereby waives any doctor-patient privilege that may exist and authorizes said doctors to release all medical information that may be requested by the Trustees acting hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

No bond or other security shall be required for any reason whatsoever of any Trustee named herein or designated as herein provided.

7. The Trustees hereunder shall have the following discretionary powers in addition to those conferred by law:

(a) To make any payment or distribution (required or authorized under this Agreement) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard to the income tax basis of property allocated to any beneficiary.

(b) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article, so long as they, in their absolute discretion, deem it advisable.

(c) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable, without regard to any duty to diversify or, except with respect to any trust for the benefit of the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of an interest in any form of partnership or corporation or through any other form of participation or ownership.

(d) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but the Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to any trust hereunder.

(e) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(f) Severally to resign, by delivering to any successor or co-Trustee written notice of such resignation, to take effect at such date as said resigning Trustee may specify in said notice, without necessity for prior accounting or judicial approval.

(g) Severally to authorize, by instrument in writing, any person or corporation, including any co-Trustee, bank or trust company, to act in the place of said Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Trustee.

(h) To credit to principal or income or to apportion between them in such manner as they deem advisable any distributions from partnerships, any extraordinary, wasting or liquidating dividends, any dividends payable in the stock of the corporation paying the dividend or payable in the stock of another corporation and any so-called "capital gains dividends" declared by investment companies or investment trusts.

(i) To charge to principal or income or to apportion between them any ordinary or extraordinary expenses in such manner as they deem advisable.

(j) To determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money.

(k) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute and extending beyond the duration of the trusts herein), exchange, grant options to lease or to

buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder.

(l) To borrow such sums as they deem advisable for the proper administration of the trusts and to give security therefor.

(m) With respect to any property distributable absolutely to an infant remainderman: in their absolute discretion, to retain possession of and manage the same during his or her minority, with all the rights, powers and compensation of Trustees hereunder, and from time to time to apply so much of the income and principal thereof to the use of said infant as they deem advisable, accumulating any balance of the income and adding the same to principal at convenient intervals; upon said infant's attaining majority (or sooner death), the then principal and any accumulated income shall be distributed to said infant (or his or her estate); this power shall not affect the vesting of said property in said infant.

(n) In determining the amount of income or principal applicable to the use of an infant, to disregard the duty or ability of the parent or parents of said infant to support said infant; and to make payment of any income or principal, applicable to the use of or payable to an infant, (1) to the Guardian (qualified in any jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her Guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act and to select age twenty-one for termination of custodianship, or (4) to apply the same for his or her benefit; the receipt of such Guardian, parent or Custodian or the evidence of the application of such income or principal shall be a full discharge to the Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of the Settlor's grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(o) To remove any of the property held hereunder to or from any jurisdiction; to change the situs of administration of any trust hereunder from one jurisdiction to another and to elect the law of such other jurisdiction to govern the same.

(p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held hereunder in exchange for securities thereof.

(q) To set apart out of the income of the trusts herein (or out of the income of corporations of which the trusts



own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as the Trustees, in their absolute discretion, shall deem advisable.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make all necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person or by proxy.

(t) To the extent permitted by law, to register any of the property held hereunder in their names as Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(u) To lend such sums out of the income (other than of any trust for the benefit of the Settlor's spouse that qualifies for the marital deduction under either Federal or State law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that under no circumstances may any loan be made to the Settlor.

(v) To exercise any settlement option with respect to the proceeds of any policy of life insurance payable to them as beneficiaries and, in the event of any controversy concerning the payment of such proceeds (or any other controversy with the insurer), to compromise any claim they may have, without the necessity of court approval; to receive such sums as may become payable to them as beneficiaries of any policy of life insurance, with authority to execute all necessary receipts and releases to the insurer, and, upon being advised of the death of the insured, to make efforts to collect such sums as may appear to be due them, without any obligation to institute suit or maintain any litigation to collect the proceeds of any such policy unless in possession of funds sufficient for that purpose or unless indemnified to their satisfaction for attorneys' fees, costs, disbursements and other expenses and liabilities to which they may be subjected by reason of such action; provided, however, that the Trustees may utilize any property held by them hereunder to pay expenses incurred in connection with enforcing the payment of any such sums due them. Any insurer issuing such policy shall, upon payment of the proceeds to the Trustees, be released

and discharged of any obligation to see that such proceeds are applied as provided in this Agreement and of any further liability to the Trustees or to any beneficiary hereof.

(w) To guarantee loans made to any beneficiary hereunder.

(x) To trade on margin (but only with the approval of the Settlor's spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, the Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

8. (a) All the powers granted in this Agreement may be exercised after the termination of the trusts in connection with the proper administration and distribution thereof.

(b) Except as otherwise provided in subdivision (c) of Article 7 of this Agreement, this Agreement shall be governed by and its validity, effect and interpretation determined by the laws of the State of Florida.

(c) This Agreement shall be irrevocable.

(d) In any judicial proceeding involving any trust hereunder and in any non-judicial settlement of the account of a Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(e) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether said life beneficiary or said person died first, then, for the purposes of this Agreement, said person shall be deemed to have died before said life beneficiary.

(f) Upon the commencement of the trusts herein and upon the death of an income beneficiary, or any other termination of the trusts herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which the Trustees are authorized in their discretion to accumulate shall be added to principal.

(g) Any income or principal payable to a beneficiary hereunder may, in the discretion of the Trustees, be applied by them for the benefit of said beneficiary.

(h) Notwithstanding any provision in this Agreement to the contrary, any power (including discretionary powers) granted to the Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause the Settlor's estate to lose all or part of the tax benefit afforded the Settlor's estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to any trust for the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, (1) subdivisions (h), (i), (j), (p), and (q) of the preceding Article of this Agreement and subdivision (f) of this Article shall not apply, and (2) the Settlor's spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(i) Any Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Trustee(s).

(j) With respect to any Trustee who is interested, in his or her individual capacity, in any firm or corporation in which the Settlor's estate or any trust hereunder may have an interest, said Trustee may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but, if one or more of said Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of said trust shall be made by said disinterested Trustee(s).

(k) A person from time to time qualified as Trustee hereunder shall not be disqualified from purchasing assets of the trust, provided (1) said purchaser shall not participate as Trustee in the decisions of the Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Trustee(s); and (2) in fixing said price, conditions and terms said other Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Trustee.

(l) The Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of said Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of said Trustees has no such interest, then as to all such matters the decision of the trusts hereunder shall be made by said disinterested Trustee(s).

(m) During the minority of any beneficiary, notice of his or her right to withdraw principal from a trust hereunder shall be given to and such right shall be exercisable on his or her behalf by his or her natural or legal guardian, his or her conservator, or his or her committee (in each case, other than the Settlor); provided, however, that no such notice shall be given to or exercisable by JEANNIE BERNSTEIN in any capacity as such beneficiary's natural or legal guardian, conservator, committee, parent or Custodian.

(n) The Settlor or any other person may from time to time add assets to the principal of the trusts hereunder, provided only that said assets are acceptable to the Trustees.

(o) All testamentary powers of appointment granted in this Agreement shall be exercisable only by specific reference to this Agreement and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the power holder or his or her estate or his or her creditors or the creditors of his or her estate.

(p) Notwithstanding the provisions of Article 4 of this Agreement, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article 4.

(q) Whenever property is directed to be held in a trust hereunder, the Trustees are authorized and empowered to establish two or more separate trusts for such property, with said trusts to have identical provisions, to the end that the

Federal generation-skipping transfer tax inclusion ratio, as defined in Section 2642(a) of the Code, of each trust will be either zero or one after allocation of the Settlor's available GST exemption pursuant to Section 2631 of the Code. The Trustees are further authorized and empowered to make different tax elections with respect to each such separate trust (including the allocation of the Settlor's available GST exemption), to invest such trusts in the same or different manners, to exercise any and all discretionary powers granted to them hereunder with respect to such separate trusts in the same or different manners, and to take any and all other actions consistent with the fact that such trusts are separate entities. The Settlor recommends (but does not direct) that no distribution of principal be made to a beneficiary from his or her trust(s) with a generation-skipping transfer tax inclusion ratio of zero until the trust(s) for his or her benefit with a generation-skipping transfer tax inclusion ratio of one shall first have been exhausted.

(r) Wherever in this Agreement property is directed to be added to an existing trust for a descendant of the Settlor hereunder, the Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(s) If, at any time, there shall be a trust created under the Settlor's Will, the Will of the Settlor's spouse or a trust created by the Settlor or the Settlor's spouse (or both of them) during the Settlor's lifetime, for the same beneficiaries and subject to the same provisions as a trust under this Agreement (or as a trust intended to be created under this Agreement), or if there shall be more than one trust under this Agreement for the same beneficiaries and subject to the same provisions, the Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code) to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the

provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(t) Wherever the context permits, the word "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(u) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be taken or reached by any legal or equitable process in satisfaction thereof, it being the Settlor's intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(v) In no event shall any addition to the trust be made less than thirty days before the end of any calendar year.

(w) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of this Agreement) in effect at the date of this Agreement, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(x) In determining whether or not to exercise any discretionary power to pay income or principal of any trust hereunder, the Trustees may, but shall not be required to, (1) with respect to the trust created under Article 3 of this Agreement, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

(y) The Trustees must own each policy of insurance purchased by the Trustees or contributed to the trust. The Trustees shall have no liability or responsibility for any loss resulting from the failure of any insurance company and inability to pay its claim under any insurance policy purchased by the Trustees. The Trustees shall have the power to borrow any sum in accordance with the provisions of any such insurance contracts; however, the Trustees shall be under no obligation to invest any cash value accumulated in any life insurance policy owned by the trust regardless of the investment yield on such value within the policy as compared to the net investment yield which could be

obtained outside the policy. Except as expressly provided otherwise herein, the Trustees shall be under no duty or obligation to exercise any benefit, option or privilege granted by any insurance policy and the Trustees shall not be liable or accountable to anyone for the exercise or non-exercise of any such benefit, option or privilege, including the ability to borrow against the cash values to obtain a higher investment yield outside the policy.

(z) The Trustees shall be responsible for the proceeds of the policies only when, as and if collected by them, and the Trustees shall not be liable or accountable to anyone if, because of default in premium payments, failure of the insurance company or for any other reason whatsoever, the policies, or any of them, shall lapse or be otherwise uncollectible. The Trustees shall not be deemed, because of this trust, to have entered into any covenant to keep any insurance policies in force.

(aa) In determining the amount of any power to withdraw principal that may lapse under this Agreement, the Trustees may rely upon the written statement of the Trustees of any other trust to which this Agreement refers as to the fair market value of the principal thereof at the end of any year and shall have no duty to inquire as to the correctness of such statement.

(bb) Wherever reference is made in this Agreement to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

9. The term "descendants" as used in this Agreement shall specifically exclude the Settlor's daughter PAMELA BETH SIMON and her descendants. The Settlor has 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.

10. The Trustees hereby accept the trust herein and

agree to carry out the provisions hereof and faithfully to perform and discharge all of their duties as Trustees.


IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

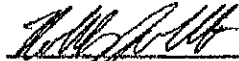
Signed, sealed and delivered in the presence of the following persons, each of whom also signed as a witness in the presence of the Settlor

  
GEORGE S. KARIGIANIAN

Print Name 33 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

  
SIMON BERNSTEIN, Settlor (L.S.)



Robert Jacobowitz

Print Name 2415 NW 32nd St.

Address Boca Raton, FL



signed, sealed and delivered  
in the presence of the following  
persons, each of whom also signed  
as a witness in the presence of  
the Trustee

George D. Karibjanian  
GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

Robert Jacobowitz  
Robert Jacobowitz

Print Name 2415 NW 32nd St

Address Boca Raton, FL

(L.S.)  
SHIRLEY BERNSTEIN, Trustee

signed, sealed and delivered  
in the presence of the following  
persons, each of whom also signed  
as a witness in the presence of  
the Trustee

George D. Karibjanian  
GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

Robert Jacobowitz  
Robert Jacobowitz

Print Name 2415 NW 32nd St

Address Boca Raton, FL

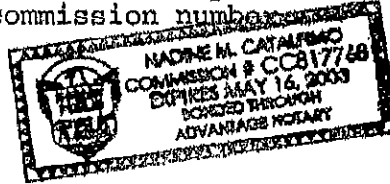
(L.S.)  
ALBERT W. GORTZ, Trustee

STATE OF FLORIDA        )  
                                  )    SS.:  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of August, 2000 by SIMON BERNSTEIN, who is  
personally known to me or has produced \_\_\_\_\_ as  
identification.

*Madine M. Catalano*

Notary Public (Affix Seal)  
My commission expires:  
My commission number:

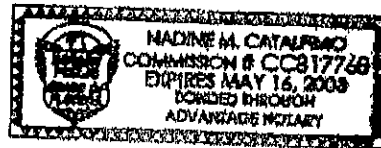


STATE OF FLORIDA        )  
                                  )    SS.:  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of August, 2000 by SHIRLEY BERNSTEIN, who is  
personally known to me or has produced \_\_\_\_\_  
as identification.

*Madine M. Catalano*

Notary Public (Affix Seal)  
My commission expires:  
My commission number:

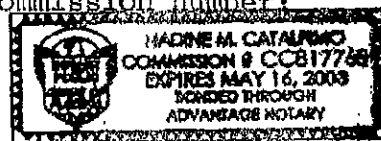


STATE OF FLORIDA        )  
                                  )    SS.:  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of August, 2000 by ALBERT W. GORTZ, who is  
personally known to me or has produced \_\_\_\_\_  
as identification.

*Madine M. Catalano*

Notary Public (Affix Seal)  
My commission expires:  
My commission number:



SCHEDULE A  
TRUST AGREEMENT dated the 4th day  
of August, 2000, between  
SIMON BERNSTEIN, as Settlor,  
and SHIRLEY BERNSTEIN AND  
ALBERT W. GORTZ, as Trustees

The following life insurance policies:

Lincoln Benefit Life Company, Policy No.: U0204204

Capitol Bankers Life Insurance Company,  
Policy No.: 1009208

**Robert Spallina**

---

**From:** Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]  
**Sent:** Wednesday, December 05, 2012 6:01 PM  
**To:** Robert Spallina; Pam Simon  
**Cc:** Simon David Scooter; Simon Pam  
**Subject:** RE: Proceeds

OK Robert, we understand and I will distribute the document to each of my siblings this evening if I can get to it, otherwise tomorrow morning for sure.

---

**From:** Robert Spallina [mailto:rspallina@tescherspallina.com]  
**Sent:** Wednesday, December 05, 2012 10:24 AM  
**To:** Pam Simon  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** RE: Proceeds

Eliot is represented and I can send nothing to him directly. If you all want to send it to him then by all means do so. Keep in mind that he is likely to send it to his attorney anyway. I will leave it to your discretion.

**From:** Pam Simon [mailto:pambsimon@icloud.com]  
**Sent:** Wednesday, December 05, 2012 9:58 AM  
**To:** Robert Spallina  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** Re: Proceeds

Hi Robert Did you send to Eliot yet - prob a good start.

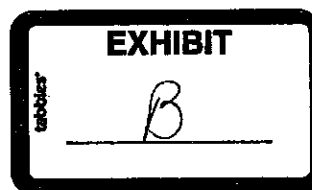
On Dec 3, 2012, at 1:35 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Yes – but Eliot’s counsel will probably hold things up

**From:** Pam Simon [mailto:pambsimon@icloud.com]  
**Sent:** Monday, December 03, 2012 12:12 PM  
**To:** Robert Spallina  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** Re: Proceeds

Hi Robert - scooter will send you but can you send out for signatures? Thanks

On Dec 3, 2012, at 9:48 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:



Please have him send me the document for my review and copy all. I want to make sure we have an agreement among all before I speak to the carrier.

**From:** Pam Simon [<mailto:pambsimon@icloud.com>]  
**Sent:** Sunday, December 02, 2012 7:39 AM  
**To:** Robert Spallina  
**Cc:** Ted Bernstein; Simon David Scooter; Simon Pam  
**Subject:** Re: Proceeds

Hi Robert - can you call Scooter as he has a copy of the document you can circulate for signatures to release the proceeds. 312-909-0369 Thx

On Nov 19, 2012, at 12:14 PM, "David (Scooter) Simon" <[dsimon@stpcorp.com](mailto:dsimon@stpcorp.com)> wrote:

May be available to achieve Si's intended results through waiver and settlement agreement.

Please have Mr. Spallina call my cell phone 312 909 0369

On Nov 19, 2012, at 1:11 PM, "Pam Simon" <[pambsimon@icloud.com](mailto:pambsimon@icloud.com)> wrote:

Is the 2000 trust an irrevocable trust?

On Nov 19, 2012, at 11:57 AM, Robert Spallina <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)> wrote:

We are not responding to them with the document from 2000. We discussed that and you are carved out under that document. We need to find the 1995 trust ASAP

**From:** Pam Simon  
[\[mailto:pambsimon@icloud.com\]](mailto:pambsimon@icloud.com)  
**Sent:** Monday, November 19, 2012 12:56 PM  
**To:** Ted Bernstein  
**Cc:** Robert Spallina  
**Subject:** Re: Proceeds

Pls send the executed trust document before u respond to heritage

On Nov 19, 2012, at 9:13 AM, Ted  
Bernstein  
<[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)>  
wrote:

Highly unlikely they  
will use another trust -  
what is SOP when  
doc can't be found?

Ted Bernstein  
561-988-8984

Sent from my  
Samsung Galaxy  
Note™

----- Original  
message -----  
Subject: RE: Proceeds  
From: Robert Spallina  
<[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>  
To: Pam Simon  
<[pambsimon@icloud.com](mailto:pambsimon@icloud.com)>  
CC: RE: Proceeds

Heritage responded  
back that they need a  
copy of the trust  
instrument.  
We do not have a  
copy and the only  
executed trust  
document that we  
have  
in which the policy is  
listed as an asset is  
the 2000 trust  
prepared by  
Al Gortz.

-----Original  
Message-----

From: Pam Simon  
[mailto:pambsimon@  
icloud.com]  
Sent: Friday,  
November 16, 2012  
2:35 PM  
To: Robert Spallina  
Cc: Bernstein Ted  
Subject: Proceeds

Hi Robert - any word  
on the proceeds ?  
Need help? Pam

**Linda McDaniel**

---

**From:** Ben Brown  
**Sent:** Wednesday, June 11, 2014 12:17 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Ben Brown  
**Subject:** RE: New Life Insurance Trust

Eliot-

I do not have the original. If they told Ms. Yates they don't have any files after she requested them, making an additional request is unlikely to do much good. I will add this to the list of motions for instructions to make, because essentially you are asking the Curator/Estate to subpoena Proskauer's records regarding matters that appear to go beyond the scope Letters of Curatorship. Note that it is likely Proskauer would assert the attorney client privilege as to any files where Simon was not the client (if they had any files).

Regards,

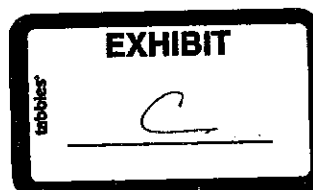
Ben Brown, Curator

Benjamin P. Brown, Esq.  
625 North Flagler Drive  
Suite 401  
West Palm Beach, Florida 33401  
P: (561) 651-4004, ext. 13  
F: (561) 651-4003  
bbrown@matbrolaw.com

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-----Original Message-----

**From:** Eliot Ivan Bernstein [mailto:[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)]  
**Sent:** Tuesday, June 10, 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](mailto:tourcandy@gmail.com); Eliot I. Bernstein, Inventor ~ Iviewit Technologies, Inc.  
**Subject:** RE: New Life Insurance Trust





Ben, the Proskauer documents are challengeable on several grounds, it is not the point however at this time but I would not spend a great deal of time on what they say yet. The first point that must be dealt with is that a massive fraud has occurred by suppressing and denying this document with intent and scienter from courts, carriers, the estate, the estate beneficiaries, etc, while Spallina went and filed a claim as Trustee of the 1995 "lost" trust. The collusion to suppress the document appears from the document production the Estate has provided me to be with Spallina, Tescher, members of the insurance company, Pam, Ted and others to suppress and deny the document to convert the benefits to improper parties while trying to jimmy up a 1995 trust. Spallina knew of the alleged 2000 trust all along, even on 11.11.12 when he filed the claim under the 1995 trust he knew he was not the Trustee as he claims to have never had or seen this document. He also allegedly drafted the 2008 and 2010 alleged will and trusts knowing and never mentioning the 2000 trust, which appears to be more fraud and more questions about the documents they have tendered under production for the Wills and Trusts. All the files and correspondences of their production look like further fraud and still none are originals so we must be trying to find where all those are and who destroyed them or however they were misappropriated and by whom. Also, Ted and Adam Simon then filed in the IL Federal and State courts hiding this information the entire time from the Courts, as a massive fraud on the court. Once we get through the fraud we may find more answers on road to truth about what Si really did and who the ultimate beneficiaries are and under what scenario and controlling documents. Do you have an original of that 2000 document and if not can you contact Proskauer? Although Proskauer told Christine Yates I believe that they did not have trust documents any longer as they claim to have fired my dad as a client, while it appears however that they still have files on my father and mother as indicated in their letters you sent me, so ask Proskauer for their whole files and everything relating to Simon, Shirley, Eliot, Candice and iviewit. I think communications should come through Proskauer's counsel as they appear in the middle of the fraud and have other conflict problems with me and my father, please inquire and inform me to whom their independent counsel will be in responding to these matters. Thanks ~ Eliot

-----Original Message-----

From: Ben Brown [mailto:bbrown@matbrolaw.com]  
Sent: Tuesday, June 10, 2014 11:21 AM  
To: Eliot Ivan Bernstein  
Cc: Ben Brown  
Subject: RE: New Life Insurance Trust

Eliot-

OK, thank you for clarification.

I have provided the documents to Illinois counsel and Peter Feaman. The existence of the 2000 Trust would apparently mean the Estate may not have any claim to the proceeds-- its beneficiaries are you and your siblings except for Pam. So it is important information for Peter, since Stansbury is paying for the Estate to intervene in Illinois to seek the proceeds.

Do the 2008 documents revoke the 2000 Trust? If not, they shouldn't have any effect on it. Has there been any discussion in the Illinois case about the 2000 Trust?

Regards,

Ben Brown, Curator/AAL

Benjamin P. Brown, Esq.  
625 North Flagler Drive

Suite 401  
West Palm Beach, Florida 33401  
P: (561) 651-4004, ext. 13  
F: (561) 651-4003  
bbrown@matbrolaw.com

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tax advice contained in this communication is not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding U.S. tax penalties.

-----Original Message-----

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

Sent: Monday, June 09, 2014 5:30 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.

Subject: RE: New Life Insurance Trust

Ben, I believe from the record it is the same policy number and company was originally Capital Bankers. See attached Affidavit from Insurance Company explaining transitions. Also, note 2nd attachment and that this shows that they were suppressing this 2000 trust from carriers, courts, etc. with intent to defraud parties. Eliot

-----Original Message-----

From: Ben Brown [mailto:bbrown@matbrolaw.com]

Sent: Monday, June 9, 2014 1:49 PM

To: Eliot Ivan Bernstein

Cc: Ben Brown

Subject: Re: New Life Insurance Trust

Eliot-

I will study more closely in the AM, but I am confused- the e-mails, which I saw when reviewing the TS documents for privilege, definitely relate to the Heritage Union Life Insurance Company policy that is the subject of the Illinois federal case, but the 2000 Trust appears to relate to other two policies, one of which is the Capital Bankers Life policy your e-mail references.

I'm not aware that the HU policy is the same as the CB policy; what am I missing?

I was planning on sending the emails you attached to Chicago Estate counsel once the federal court permits intervention (assuming it is permitted).

Regards,

Ben Brown, Curator/AAL

Benjamin P. Brown, Esq.  
625 N. Flagler Drive, Suite 401  
West Palm Beach, FL 33401  
T: (561) 651-4004, ext. 13  
F: (561) 651-4003

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S. tax advice contained in this communication is not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding U.S tax penalties.

On Jun 6, 2014, at 4:59 PM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

> Ben, while surfing through the documents you produced I stumbled onto  
> an

executed insurance trust for Simon from Aug 15, 2000 with Proskauer Rose that deals with the Capital Bankers Life Policy that is on trial in IL.

There also are some other very incriminating documents showing how it has been purposely and with scienter suppressed and denied from the record, see attached. This new trust of 2000 would supersede as beneficiary any alleged lost 1995 trust and I think that the 2000 trust is then latter superseded by the 2008 documents but we can get to that later. However, there are also documents attached herein where Spallina is purposely suppressing this 2000 Trust document with Pam because she is cut out of it and this seems to imply a series of State and Federal crimes to convert the funds illegally to improper parties with intent. Spallina and others knew of this 2000 Trust and never informed beneficiaries/interested parties/creditors/Federal Court or Estate Court when then filing insurance claims and state and federal civil complaints. Keep in mind that Spallina filed the insurance claim stating he was trustee of the lost 1995 trust initially, while having the 2000 insurance trust in his possession that he knew superseded it and knew the alleged trust was lost and that he could not be beneficiary/trustee . I also wonder why these documents and correspondences were suppressed in the Rule 26 disclosures by Adam Simon in the Il court, especially where he is one of the people corresponding regarding the trust and policy and thus had these in his possession, I am sure it may be because one document accuses him of filing the IL case without consent of the trust or trustee of the lost trust (if that makes any sense). I am not sure how the Federal Judge Amy St. Eve will look upon this suppression or Colin but the Estate should immediately notify both courts of these documents and the possible CRIMINAL acts and CIVIL torts this represents. I also believe the Estate should immediately notify the Probate Court and the FBI, as these crimes involve a mass of interstate fraud, insurance fraud, estate fraud, etc. Let me know if you will notify all of the courts and proper legal authorities and submit these records ASAP to all courts involved on behalf of the Estate as it would appear you would be obligated to.

>

> Hope you have a great weekend!!! Eliot

>

>  
> Eliot I. Bernstein  
> Inventor  
> Iviewit Holdings, Inc. - DL  
> 2753 N.W. 34th St.  
> Boca Raton, Florida 33434-3459  
> (561) 245.8588 (o)  
> (561) 886.7628 (c)  
> (561) 245-8644 (f)  
> [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)<<mailto:iviewit@iviewit.tv>>  
> <http://www.iviewit.tv><<http://www.iviewit.tv/>>

>  
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>  
> <20140606 New Insurance Trust and Documents from Ben Brown  
> Production.pdf>

## Linda McDaniel

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**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Friday, June 06, 2014 4:59 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.  
**Subject:** New Life Insurance Trust  
**Attachments:** 20140606 New Insurance Trust and Documents from Ben Brown Production.pdf

Ben, while surfing through the documents you produced I stumbled onto an executed insurance trust for Simon from Aug 15, 2000 with Proskauer Rose that deals with the Capital Bankers Life Policy that is on trial in IL. There also are some other very incriminating documents showing how it has been purposely and with scienter suppressed and denied from the record, see attached. This new trust of 2000 would supersede as beneficiary any alleged lost 1995 trust and I think that the 2000 trust is then latter superseded by the 2008 documents but we can get to that later. However, there are also documents attached herein where Spallina is purposely suppressing this 2000 Trust document with Pam because she is cut out of it and this seems to imply a series of State and Federal crimes to convert the funds illegally to improper parties with intent. Spallina and others knew of this 2000 Trust and never informed beneficiaries/interested parties/creditors/Federal Court or Estate Court when then filing insurance claims and state and federal civil complaints. Keep in mind that Spallina filed the insurance claim stating he was trustee of the lost 1995 trust initially, while having the 2000 insurance trust in his possession that he knew superseded it and knew the alleged trust was lost and that he could not be beneficiary/trustee. I also wonder why these documents and correspondences were suppressed in the Rule 26 disclosures by Adam Simon in the IL court, especially where he is one of the people corresponding regarding the trust and policy and thus had these in his possession, I am sure it may be because one document accuses him of filing the IL case without consent of the trust or trustee of the lost trust (if that makes any sense). I am not sure how the Federal Judge Amy St. Eve will look upon this suppression or Colin but the Estate should immediately notify both courts of these documents and the possible CRIMINAL acts and CIVIL torts this represents. I also believe the Estate should immediately notify the Probate Court and the FBI, as these crimes involve a mass of interstate fraud, insurance fraud, estate fraud, etc. Let me know if you will notify all of the courts and proper legal authorities and submit these records ASAP to all courts involved on behalf of the Estate as it would appear you would be obligated to.

Hope you have a great weekend!!! Eliot

Eliot I. Bernstein  
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## Linda McDaniel

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**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Wednesday, June 11, 2014 1:13 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:** RE: Spallina Fraud in Bernstein Estate and more.

Ben, Understood re the break as I too have to prepare and yesterday was an utter waste of time with rescheduling. In re the ethical rules and criminal acts, I was mainly talking not only about the concealment of the document from the beneficiaries but the courts and the insurance company with intent. Then Spallina's filing a claim as the Trustee of the 1995 Trust when he possessed the 2000 trust, which is now clear intentional fraud based on the admissions in the production documents that he neither had the 1995 trust (and therefore had no evidence he was trustee) and simultaneously he as intentionally concealing the 2000 Trust from the carrier initially to convert the proceeds illegally to improper parties, acting as the former PR of the Estate. Also, Adam Simon and Ted filing the lawsuit in Fed court knowing this too as part of a Fraud on the US Fed Court and IL state Court. I also meant when speaking of reportable crimes his admission that he changed Estate documents to convert the inheritances to improper parties with intent and sent that document to a number of people to perpetrate the illegal distributions. Perhaps, in the civil case you can object to the settlement once the estate is properly represented, I will also look into that. Were all parties represented at the settlement? Thanks – Eliot – See you tomorrow and thank you again.

---

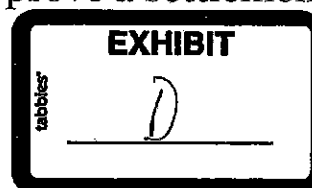
**From:** Ben Brown [mailto:bbrown@matbrolaw.com]  
**Sent:** Wednesday, June 11, 2014 12:56 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Ben Brown  
**Subject:** RE: Spallina Fraud in Bernstein Estate and more.

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

Benjamin P. Brown, Esq.  
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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](mailto: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](mailto:tourcandy@gmail.com); Eliot 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

Eliot I. Bernstein

Inventor

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