IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No. 502014CP003698XXXXSB

Eliot Ivan Bernstein, Individually;

Eliot Bernstein in his capacity as Honorable Martin Colin

Natural Guardian of his Jury Trial Requested

minor children, Joshua, Jacob and Daniel;

and as beneficiary of the alleged Shirley

Bernstein Trust dated May 20, 2008, as

amended and Eliot Bernstein as Trustee of the

Eliot Bernstein Family Trust dated May 20,

2008,

Counter Plaintiff,

v.

Tescher & Spallina, P.A., and all Partners Associates and of Counsel;

Robert L. Spallina, Esq., Personally;

Robert L. Spallina, Esq., Professionally;

Donald R. Tescher, Esq., Personally;

Donald R. Tescher, Esq., Professionally;

Gutter Chaves Josepher Rubin Forman Fleisher Miller, P.A.;

Theodore Stuart Bernstein, Individually;

Theodore Stuart Bernstein, as alleged Trustee of the Shirley Trust;

Theodore Bernstein as Personal Representative of the Shirley Estate;

Lisa Sue Friedstein, Individually;

Jill Marla Iantoni, Individually;

Pamela Beth Simon, Individually;

Mark Manceri, Esq., Personally;

Mark Manceri, Esq., Professionally;

Mark R. Manceri, P.A., and all Partners, Associates and of Counsel;

Page, Mrachek, Fitzgerald & Rose, P.A., and all Partners Associates and of Counsel;

Alan B. Rose, Esq. – Personally;

Alan B. Rose, Esq. – Professionally;

Pankauski Law Firm PLLC, and all Partners, Associates and of Counsel;

John J. Pankauski, Esq. – Personally;

John J. Pankauski, Esq. – Professionally;

Kimberly Francis Moran – Personally;

Kimberly Francis Moran – Professionally;

Lindsay Baxley aka Lindsay Giles – Personally;

Lindsay Baxley aka Lindsay Giles – Professionally;

“Simon L. Bernstein Amended and Restated Trust Agreement” Dated July 25, 2012;

Simon Bernstein Trust Agreement Dated May 20th 2008;

Shirley Bernstein Trust Agreement Dated May 20th 2008;

The Estate of Simon Bernstein;

The Estate of Shirley Bernstein;

SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

SHIRLEY BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06;

SHIRLEY BERNSTEIN IRREVOCABLE TRUST AGREEMENT (2008);

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED 6/21/1995;

SIMON BERNSTEIN 2000 INSURANCE TRUST (dated August 15, 2000);

SHIRLEY BERNSTEIN 2000 INSURANCE TRUST (DATED AUGUST 15, 2000);

Trust f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012;

Trust f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012;

Trust f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 9/13/2012;

ELIOT BERNSTEIN FAMILY TRUST DATED MAY 20, 2008;

DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006;

DANIEL BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 049738;

JAKE BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

JOSHUA Z BERNSTEIN IRREVOCABLE TRUST 07-JUL-10 0497381;

John and Jane Doe’s (1-5000),

Counter Defendants,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**OBJECTION TO JOHN J. PANKAUSKI’S moTION, “PANKAUSKI LAW FIRM PLLC's mOTION TO WITHDRAW AS COUNSEL FOR TED BERNSTEIN.”**

COMES NOW, PRO SE[[1]](#footnote-1), Eliot Ivan Bernstein (“Eliot”) as Beneficiary and Interested Party both for himself personally and as Guardians for his three minor children of the alleged “Shirley Bernstein Trust dated May 20, 2008, as amended” (“Shirley Trust”) and as Trustee of the “Eliot Bernstein Family Trust dated 5/20/2008” and hereby files this “OBJECTION TO JOHN J. PANKAUSKI’S MOTION, “PANKAUSKI LAW FIRM PLLC'S MOTION TO WITHDRAW AS COUNSEL FOR TED BERNSTEIN” and in support thereof states, on information and belief, as follows:

1. That John Pankauski, Esq. and his law firm Pankauski Law Firm PLLC are both Respondents in the Estates of Simon and Shirley Bernstein and Defendants in two related Counter Complaints filed that relate to the Estates and Trusts of Simon and Shirley for Egregious Acts of Bad Faith with Unclean Hands, Attorney Malpractice, Civil Fraud and more.
2. In Pankauski law firm’s prayer for relief it states, “WHEREFORE, the Pankauski Law Firm, PLLC prays that it may withdraw without further responsibility, obligation, or liability in connection with this matter…”
3. That Pankauski Law Firm, PLLC is being charged with serious civil torts and criminal acts in these matters and may have huge responsibility, obligations and liabilities in connection with this matter and thus should be removed by the Court and not allowed to withdraw or be released in any way from any liabilities, past, present or future.
4. That Pankauski Law Firm, PLLC and John J. Pankauski failed to file Notice of Appearance as Attorney of Record that they were representing Ted Bernstein in this case and in what capacity(ies) they were representing him and thus removal versus withdrawal seems more appropriate as he never has entered Notice of Appearance on behalf of Ted, despite filing pleadings and attending multiple hearings as Ted’s counsel throughout the last year.
5. That Pankauski Law Firm, PLLC claims they had “irreconcilable differences” with their client Ted Bernstein, making this the fourth attorney at law to withdraw services for Ted for “irreconcilable differences.”
6. That Pankauski Law Firm, PLLC is alleged to have been involved in advancing a Fraudulent Scheme to change beneficiaries of the Shirley Bernstein Trust and Simon Bernstein Trust and more and therefore should not be discharged at this time until these matters are fully investigated and resolved but should be removed by the Court as Ted’s counsel.
7. That Pankauski Law Firm, PLLC and John Pankauski, Esq. has not provided any copies of his billing statements to beneficiaries and has sought no approval from the Court regarding his fees.

WHEREFORE, Eliot Ivan Bernstein requests that;

1. the Pankauski Law Firm, PLLC and John J. Pankauski not be allowed to withdraw as counsel but instead be removed by this Court from the proceedings,
2. the Pankauski Law Firm, PLLC be denied any relief from past, present or future responsibilities, obligations and liabilities in connection with this matter,
3. that Pankauski Law Firm, PLLC, be demanded to produce billing statements for their services rendered,
4. that Pankauski Law Firm, PLLC and John J. Pankauski, Esq. be sanctioned and reported to the proper authorities by this Court,
5. that Pankauski Law Firm, PLLC be required to post appropriate bonding, and,
6. any other relief this Court finds just and proper.

Dated, Friday, September 19, 2014.

Eliot Bernstein, Pro Se, Individually and as Legal Guardian on behalf of his minor three children.

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF SERVICE**

 I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, Friday, September 19, 2014.

Eliot Bernstein, Pro Se, Individually and as Legal Guardian on behalf of his minor three children

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Pleadings in this case are being filed by Plaintiff In Propria Persona, PRO SE, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Set 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."

In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal

Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits."

According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice. [↑](#footnote-ref-1)