

Eliot Ivan Bernstein

From: Alan Rose <ARose@mrachek-law.com>
Sent: Thursday, March 10, 2016 9:42 AM
To: iviewit@iviewit.tv; iviewit@gmail.com
Cc: tedbernstein@gmail.com
Subject: Confidential -- 7020 Lions Head Lane & Lions Head Land Trust

Eliot:

You are interfering the sale of 7020 Lions Head Lane ("Property") and further damaging your children and others. The only people who suffer harm from your actions are your father's grandchildren, including the three born to you.

The people "helping" you, like William Elwood "Bill" Stansbury are not helping you. Mr. Stansbury became your father's enemy when he sued him in 2012, before your father died. Mr. Stansbury now claims that your father committed fraud (meaning he is calling your father a liar) and his goals are to maximize his recovery against the Estate, which means less money for the beneficiaries. That you and he seem so closely aligned is troubling; even more so when Kevin Hall stated that he received the Lions Head deed from Mr. Stansbury. That would put Mr. Stansbury at the start of everything you are doing regarding Lions Head.

As you know, the Court found that there was no evidence to support the outrageous allegations you have tossed around against your mother's chosen Trustee, Ted Bernstein. Your fantastical "claims" and "allegations" have been rejected; you should honor the Court's ruling. You also should honor the Court's ruling approving the sale of the Lions Head property. Instead, you persist with nonsense posted on the Internet about all of these issues.

As to Lions Head, at this time we are sending this information solely to you. If it gets on the Internet, you alone are the source. Please don't do that. Moreover, please remove and cause Ms. Cox to remove everything you guys have posted and cease all of what you, Kevin Hall, Cox and others may already have done.

You and/or your team of "investigator" and "bloggers" pulled from the public records a recorded deed and traced the ownership to Lions Head Land Trust ("Trust"). That is the owning entity, and its Trustee is "Lions Head Land Trust, Inc." ("LHLT, Inc."). You contacted the incorporator of LFLT, Inc., despite the injunction, knowing she was involved in the transaction as part of the buyer. You provided us with proof of this through a 40 minute tape-recorded conversation in which you are clearly speaking to directly to the incorporator. So there is no doubt what we allege is accurate.

PLEASE PURGE YOUR CONTEMPT BY CEASING WHAT YOU ARE DOING AND DELETING THE LIONS HEAD POSTS.

Information on the buyer, including the HUD-1, will be provided to the beneficiaries after the hearing for the court to consider appropriate confidentiality limitations to respect the privacy of the buyers. This was a condition of the buyers and their counsel once they became aware of your cyber-harassment tactics. Your efforts over the past two weeks have accomplished nothing other than (i) confirming that the buyer's concerns were legitimate; and (ii) causing additional damages to the beneficiaries, including your children, beyond the \$238,000 in damages caused by the delays you created.

As you might imagine, due to your involvement and what you have been doing to people, the buyer wanted nothing to do with you and the nonsense you post on the internet. The biggest surprise is that the buyer would close at all, but perhaps they believed you were only angry at your parents for disinheriting you and your brother for being the messenger of that bad news. Certainly, people with the wealth to live in St. Andrews Country Club want nothing to do with you. So the buyer did what many people seeking privacy do, used the Trust to hold title. But you and your team could not honor their wishes for privacy, nor could you comply with the clear directives of the Court.

Your first mention of this was in your 132-page injunction motion filed on the afternoon of February 24th in Illinois (which was immediately denied the next morning), even though the deed was recorded on February 1st. You discovered the publicly known information: The Shirley Bernstein Trust sold the house at [7020 Lions Head Lane](#) for \$1.1 million to Lions Head Land Trust, by its Trustee the Lions Head Land Trust, Inc. The purchase and sale contract which the court approved, including the concessions necessitated by your dilatory actions, was redacted to remove the names of Mr. and Mrs. Mitchell Huhem, the occupants of the home and the beneficiaries of the Lions Head Land Trust they created for privacy purposes.

That is usual, customary and quite commonplace in the sale of million-dollar properties. (Even the home you live is owned by an entity for which you have no ownership or control.) The contract was assigned by the Huhems to a land trust – similar to what your parents did with both the Aragon condo and the St. Andrews home, as well as the home you live in for free (to the detriment of the beneficiaries of the Simon Trust). Many people use land trusts to hold title to real estate. If your comrade Ms. Cox is not aware of the commonplace of such arrangements, perhaps you should question the veracity of her claim that she is "a real estate expert."

LHLT, Inc., the Trustee of the Trust, was formed with an incorporator whose name was identified in Sunbiz records. Neither Ted nor anyone else on your mother's side of this sale knew or needed to know about the buyer. Many corporations are formed by an unaffiliated incorporator, who thereafter has no involvement in the company. This company was formed June 6, 2015, near the expected closing date until you derailed everything with your All Writs Petition.

The Huhems are and have always been the equity holders of Lions Head Land Trust, which qualifies them and them alone to membership in the Club. Any assertion that the Buyer entity is not real or that there is some problem in a transaction reviewed and approved by my client, a title company, and an elite country club board is silly.

In this case, the incorporator was a person named Ochoada. A corporation may be incorporated by anyone (§[607.0201](#)), and obviously the buyers used someone other than themselves to try to avoid you. Whoever that person is, she is of no consequence to you except for the fact that your contacting and harassing her may be contempt of the [May 6th](#) Order and likely will cost the Trust, and thus your kids, money. You forget that without the efforts of numerous hardworking people, the sale would not occurred and your mothers trust, which will benefit your kids, would not have received the substantial

proceeds from the sale. We implore you to remove from the internet and all blogs any mention of Ms. Ochoada and the names of the Buyers.

Ms. Cox also is misinformed as to the registered agent of the land trust. As is customary when creating a new business entity, a registered agent must be designated. Here, LHLT designated ISL, Inc. as registered agent and ISL's address is listed as its corporate address (again, all normal activities). ISL appears to be one of the many companies which routinely does so. (Some of your own now-inactive iViewit companies chose to use CT Corporate Systems and Corp. America for similar services.) Contrary to your research, when one googles "ISL, Inc. at 1540 Glenway" it is an active corporation named Incorporating Services, Ltd, Inc., a *Delaware* corporation operating nationally and actively registered in Florida. I have never heard of them, but am sure it is just a company which provide incorporating services like one you have used in the past. You would be well served to leave these people alone as well. And again, I am surprised Ms. Cox could not find it and incorrectly claimed it did not exist. ISL, Inc. exists as does LHLT, Inc. and the Trust.

There may be liens on the property before or after closing. They are of no concern to your Mother's Trust because the Buyers accepted title with the liens in place.

There was some property damage requiring repair before closing. The original contract called for an "as is" closing but for your delays. The costs were avoidable if you had not filed the "All Writs", but once the issues were discovered before Shirley's Trust could deliver clear title, we had to deal with them. The Buyer escrowed money greater than the Deposit and full cost of all repairs, and agreed to pay all of the remediation repairs costs other than \$25,000, so the buyer handled the repairs. The house was obviously going to close immediately after your appeals were rejected, which occurred around January 8, 2016, and we closed January 15th.

Having the buyer handle the repairs SAVED money because neither Ted nor I had to be involved, and it was going to be the buyer's house. Any unpaid liens are not our concern, because title passed subject to those liens, again saving the Shirley Trust money.

Your Mother's Trust had a large mortgage loan, taken out by your mother and/or father, which was paid off as part of the closing. You alone caused extra interest to accrue on that loan, as part of the \$238,000 in damages you caused. As far as this closing, there was no new mortgage that I am aware of.

Yes, there was a title policy. Your actions caused significant attorneys' fees and cost to be unnecessarily incurred obtaining that policy. What would have been routine and simple in any other matter not involving you became a major undertaking, again at the expense of your children and the other beneficiaries. I doubt LHLT has a mortgage, as this was an all-cash deal and the funds were put in escrow last summer.

Title was conveyed by a warranty deed signed by the specific person your mother chose to be the successor trustee of her trust, in accordance with all requirements of Florida law.

Yes, I witnessed the Deed. I watched your mother's Trustee sign it, as he was authorized to do by Court order. You should be thankful for the actions of your mother's trustee and his professionals, not attacking all of them.

That a title insurance policy was issued by a leading company, after there was a FINAL and NON-APPEALABLE ORDER from the Court, tells any real estate expert that this was a routine real estate transaction. Almost routine, except for your interference.

So, now that the sale has closed and you learned the name of the buyer, you might wonder what should you do with the fact that your parents' home was sold to Lions Head Land Trust or that Mr. Huhem has died. **The answer should be nothing, for several reasons.** Putting aside all of the legal and moral reasons, you should do nothing because that is in the best interests of your children. If you at all care about your children (or care about your nieces and nephews), that is the only rational course of action. Your actions already have cost the beneficiaries collectively \$238,000 lost on the sale of the home, and any continued interference will keep costing more money. You certainly should stop interfering with all of the hardworking people who assisted in this transaction, including the lawyers and title company, so that there might be something left to distribute to your kids.

Mr. Hall advised Ms. Ochoada that the house was worth \$4 million and someone stole the other \$3 million. That is untrue. The Court approved a sale at \$1.1 million, representing the fair market value. With all you have put this Trust and the Trustee through, you still seem disillusioned by facts and by the truth. The house sat on the market for nearly 4 years; it was shown nearly 100 times by the international real estate brokerage firm selected by your father, with virtually no potential buyers showing interest; and finally along came someone who liked it enough to offer seven figures, all cash. The final contract price was the highest amount offered by far, and could have closed within a week, generating \$238,000 more than ultimately received. The condition of the house was poor at the time your father died, and it remained poor. The house was and is older and appears dated; it in no way resembles the brand new or completely renovated, high-quality houses for sale at higher prices within that community. You had five weeks to find any witness to support your inflated beliefs as to the property's value. Neither you, William Elwood Stansbury, Crytsal Cox, Marc Garber, Catherine Proschotska Rogers, nor Michelle M. Mulroney of Venable, nor any of your other "friends" or "supporters" came up with any appraisal or witness to testify in support of you. At the end of those five weeks, you did not produce a single piece of evidence from any source that the house was worth more than the offer we secured. Because the property was sold at the fair market value, by definition and obviously by the facts and circumstances, any continued "ranting and raving" or "investigation" is pointless. You caused a delay for nothing. Your delay cost the beneficiaries close to a quarter million dollars.

If you care about your children, you will stop what you are doing. You are under a court order to stop interfering with this sale:

All beneficiaries and persons subject to the jurisdiction of this Court, including Eliot Bernstein, are ordered to take no action to interfere with or otherwise hinder or delay the sale of the House.

The buyer chose to hold title through a trust for privacy, and obviously in this case, to avoid any interference from you and your crew. By digging into the ownership of the property, calling the incorporator of Lions Head, emailing documents to Crystal Cox, and publicizing this transaction, you have violated and are continuing to violate the pending order. We will enforce all valid court orders and expect you to do so as well, on the penalty of contempt. Your actions also likely will cost the Trust the \$25,000 indemnity required as a condition to close in January 2016, as noted in the Motion to Modify Sale, which you opposed:

INJUNCTIVE PROTECTION AND/OR LIMITED INDEMNITY FOR ATTORNEYS' FEES. Seller agrees to file a motion, and participate in any hearing set by the Court, at Seller's sole expense, seeking a permanent injunction after the closing to bar and prevent Eliot Bernstein and those acting in concert with him from having any contact of any kind with the Buyers, including no contact by mail, email or telephone; to forbid Eliot from attempting to learn their identities; to forbid Eliot from publishing or publicizing their identities anywhere in the world, including online or anywhere on any internet website, webpage, blog or otherwise; and to enjoin Eliot from filing any action against Buyers anywhere in the world (the "Injunction"). If successful, thereafter upon request of Buyer, Seller will take necessary and reasonable action to enforce the Injunction.

That language came from the Buyers, who wanted to make sure you never had any contact of any kind with them, *for obvious reasons*. That means that you shall have no contact by mail, email or telephone; shall never attempt to learn their identities; shall never publish or publicize their identities anywhere in the world. So these current actions by you and your crew, which cannot change the sale, serve only to further damage the beneficiaries. We reserve the right to seek surcharge against the inheritances of your children for the damages you have caused and continue to cause. We will hope to immediately resolve those and other issues with a newly-appointed guardian who will be responsible to protect the interests of your children, from you.

The sale issues are set for hearing [on April 8th](#). If you withdraw all of the internet blogs you posted and agree to keep the information confidential, and cease mentioning the Huhems, Lions Head Land Trust or anyone else affiliated with them, we will provide you with the sale transaction documents and everyone can avoid the need for further hearings.

We have no interest in seeking contempt proceedings against you. We seek nothing from you other than for you to obey the Court and cease the cyber-harassment. If you persist, there will be a hearing and the Trust will seek all available relief from the Court.

Alan B. Rose
Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A.