

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

IN RE:

Case No. 50 2012 CP 004391 NB

ESTATE OF SIMON  
BERNSTEIN,  
Deceased.

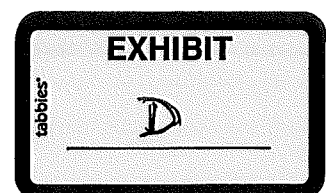
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**MOTION TO VACATE IN PART THE COURT'S RULING ON SEPTEMBER 7, 2016,  
AND/OR ANY SUBSEQUENT ORDER, PERMITTING THE ESTATE OF SIMON  
BERNSTEIN TO RETAIN ALAN ROSE AND PAGE, MRACHEK, FITZGERALD,  
ROSE, KONOPKA, THOMAS & WEISS, P.A AS LEGAL COUNSEL AND MOTION  
FOR EVIDENTIARY HEARING TO DETERMINE WHETHER ROSE AND PAGE,  
MRACHEK ARE DISQUALIFIED FROM REPRESENTING THE  
ESTATE DUE TO AN INHERENT CONFLICT OF INTEREST**

COMES NOW, Plaintiff WILLIAM STANSBURY, claimant and Interested Person in the Estate of Simon Bernstein, ("Stansbury"), and moves this Court for an Order: 1) vacating its ruling on September 7, 2016, or any court Order resulting therefrom, permitting the Estate of Simon Bernstein to retain attorney Alan Rose ("Rose") and the law firm of Page, Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A ("Page Mrachek") to represent the Estate of Simon Bernstein in *William E. Stansbury v. Ted Bernstein, et al*, Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida; and, 2) setting an evidentiary hearing to determine whether Alan Rose and Page Mrachek should be disqualified from representing the Estate due to an irreconcilable conflict of interest. As grounds, Plaintiff states as follows:

**I. Background Facts**

1. Stansbury filed a lawsuit styled *William E. Stansbury v. Ted Bernstein, et al*, Case No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida against Simon Bernstein ("Simon"), Ted Bernstein ("Ted") and several corporate defendants in August of 2012 to collect



compensation, and other damages due Stansbury arising out of an insurance business in which Stansbury, SIMON and TED were principals. Stansbury asserted claims against Simon and Ted both as agents of the corporate defendants and in their individual capacities (the claims against TED and the companies have settled). The Shirley Bernstein Trust was dropped as a Party.

3. The damages Stansbury claims are in excess of \$2.5 million. After the lawsuit was filed, SIMON BERNSTEIN passed away in September of 2012. The Estate of Simon Bernstein (the "Estate") was substituted as a party defendant. Ted Bernstein now serves as Trustee of the Simon Bernstein Amended and Restated Revocable Trust Agreement dated July 25, 2012 (the "Simon Trust"). The Simon Trust is the sole residuary beneficiary of the Estate.

4. At the time of Simon Bernstein's death, it was determined that there was a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") insuring his life. Simon was listed on the company records as the owner of the policy. Heritage represented that the death benefit was approximately \$1.7 million. Heritage records also indicated that on November 27, 1995 there was a beneficiary change for the policy to read: "LaSalle National Trust N.A., primary beneficiary and Simon Bernstein Ins. Trust dated 6/21/1995, contingent beneficiary." It was determined by Heritage that the primary beneficiary (LaSalle) no longer had an interest in the death benefit. At the time of Simon Bernstein's death, the trust document establishing this alleged contingent beneficiary trust was not and, to date, has not been found.

5. Supposedly the beneficiaries of the Insurance Trust were Ted Bernstein and his siblings, Lisa Sue Friedstein, Pamela Beth Simon, Jill Iantoni and Eliot Bernstein (the "Bernstein Children"). Whether they were, in fact, beneficiaries was just an "educated guess" by attorney Robert Spallina, who was counsel to the Bernstein Children. Under Florida law, if the Insurance Trust is no longer in existence, is lost, or if the insurance proceeds are not properly payable to

this alleged trust, the proceeds would be payable to the Defendant in this action, the Simon Bernstein Estate.

6. Because no trust document could be found, Heritage refused to pay the claim for the life insurance proceeds to anyone without a court order. The alleged Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case was removed to Federal Court), styled *Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95 v. Heritage Union Life Insurance Company*, Case No. 13 CV 3643, United States District Court for the Northern District of Illinois (the “Insurance Litigation”). A copy of the Amended Complaint (the “Complaint”) is attached as **Exhibit “1.”** In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still lost, and requiring an “educated guess” to ascertain its beneficiaries, nonetheless alleges that Ted Bernstein is the “trustee” of the Insurance Trust. No trust document exists establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. Ted Bernstein is also suing as Plaintiff in his own name, individually.

7. Ted Bernstein, as the putative “trustee” of the purported insurance trust and as Plaintiff in the Insurance Litigation, is actively pursuing litigation that is contrary to the best interests of the Simon Bernstein Estate. The Estate intervened in the Insurance Litigation to assert that it, not the Bernstein Children, is the proper beneficiary of the life insurance proceeds. (Interestingly, Ted Bernstein opposed the intervention of the Estate.) As such, the Estate is an adverse party to the Insurance Trust for which Ted Bernstein is identified as trustee. The Estate is now a Defendant where Ted Bernstein is a Plaintiff.

8. This is germane to this Motion because Alan Rose and the Page Mrachek law firm represent Ted Bernstein as Trustee of the Simon Trust. Additionally, as counsel for Stansbury recently discovered, Alan Rose also represents Ted Bernstein as his personal counsel in the

Insurance Litigation in Illinois and even made an appearance on behalf of Ted Bernstein, and made objections of record, in Ted Bernstein's deposition taken by counsel for the Estate! Therefore, Alan Rose is representing a Party adverse to the Estate of Simon Bernstein and cannot now represent the Estate of Simon Bernstein in a related action.

#### **I. Stansbury has standing to file this Motion**

9. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

(23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved . . . The meaning, as it relates to particular persons, may vary from time to time and must be determined according to the particular purpose of, and matter involved in, any proceeding.

10. Stansbury, as a claimant with a lawsuit pending against the Estate, has an interest in ensuring, to the extent possible, that the personal representative will effectively marshal the assets of the Estate in order to maximize the resources available to pay his and other claims. This includes an interest in ensuring that the Personal Representative retains outside counsel that will act in the best interests of the estate and its beneficiaries, claimants and creditors and will be free of conflicts of interest. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See, Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4<sup>th</sup> DCA 2004). *See also, Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.)* Stansbury is therefore an "interested person" with standing to bring to the court's attention Alan Rose's conflict of interest that should disqualify him from representing the estate in Stansbury's lawsuit.*

Moreover, an attorney hired by a personal representative is an agent of the personal representative and any conflicts of interest or adverse interest of the attorney are imputed to personal representative. Estate of Brugh, 306 So. 2d 599 (Fla. 2d DCA 1975); see also, § 733.6171(5), Fla. Stat. (an interested party has standing to challenge compensation paid to personal representative's agents, including his attorneys). Under § 733.602, Fla. Stat., a personal representative must use his authority "for the best interests of interested parties, including creditors." Id. Indeed, the fundamental responsibilities of a personal representative are to pursue all assets of the estate. Bookman v. Davidson, 136 So. 3d 1276 (Fla. 1st DCA 2014). An "interested party" may seek to remove a personal representative (or its agent) when the personal representative (or its agent) holds or acquires "conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole." See §§ 733.506, 733.504(9), Fla. Stat.

In the present case, Stansbury clearly has standing to challenge the personal representative's hiring of Alan Rose and his law firm because they have an inherent conflict of interest with the Estate which will interfere with the administration of the Estate. These attorneys currently represent Mr. Ted Bernstein, individually, in the Insurance Litigation that is directly opposed to the interests of the Estate and its beneficiaries, creditors and claimants. Specifically, these attorneys are currently seeking to keep assets from the Estate and to instead have the life insurance proceeds paid to their individual client, Ted Bernstein. The existence of this inherent adverse interest of these attorneys to the Estate preclude them from representing the Estate in this litigation. Indeed, Mr. Stansbury has been incurring significant expenses on behalf of the Estate in the Chicago litigation. It would be unconscionable to permit these attorneys,

who are litigating against the Estate in Chicago, to, at the same time, represent the Estate in this matter.

## **II. Alan Rose has a Conflict of Interest and Should Be Disqualified.**

11. When considering whether disqualification of an attorney is appropriate based on a conflict of interest, courts recognize that the Rules Regulating the Florida Bar govern. *See, Morse v. Clark*, 890 So.2d 496 (Fla. 5<sup>th</sup> DCA 2004).

Rule 4-1.7(a) provides:

**(a) Representing Adverse interests.** Except as provided in subdivision (b), a lawyer must not represent a client if:

- (1) the representation of 1 client will be directly adverse to another client; or
- (2) there is a substantial risk that the representation of 1 or more clients will be materially limited by lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

12. As the court in *Morse* stated:

The existing client rule is based on the ethical-concept requirement that a lawyer should act with undivided loyalty for his client and not place himself or herself in a position where a conflicting interest may affect the obligation of an ongoing professional relationship. It is difficult to imagine how a lawyer could appear in court one day arguing vigorously for a client, and then face the same client the next day and vigorously oppose him in another matter, without seriously damaging their professional relationship. Such unseemly conduct, if permitted, would further erode the public's regard for the legal profession. *Id.* at 498

13. The fact that Alan Rose has a conflict of interest is beyond question. It has recently been discovered, however, that Alan Rose represents Ted Bernstein as personal counsel in the Insurance Litigation filed in Chicago. Rose appeared as counsel for Ted Bernstein in the Chicago Insurance Litigation when Ted Bernstein is an adverse Party to the Simon Bernstein Estate. Rose participated and interposed objections in Ted Bernstein's deposition taken by James Stamos, the attorney hired by the Estate to pursue the life insurance benefits on its behalf. Excerpts from the deposition establishing Rose's representation of Ted Bernstein and showing

Rose's participation in the deposition adverse to the Estate are attached hereto as **Composite Exhibit "2."**

14. Under Rule 4-1.7(a) of Rules Regulating the Florida Bar, the representation of one client, Ted Bernstein, in his action seeking to deprive the Estate of \$1.7 million (the Insurance Litigation), is directly adverse to Rose's representation of the Estate in this lawsuit.

15. Due to the existence of the conflict of interest by Alan Rose, the entire Page, Mrachek firm is similarly disqualified. *See* Rule 4-1.10(a) of Rules Regulating the Florida Bar.

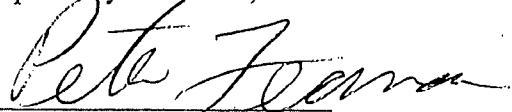
WHEREFORE, William Stansbury requests that this court:

A. Vacate its ruling on September 7, 2016 (or any Order resulting therefrom) that permits the Estate of Simon Bernstein to retain Alan Rose and Page, Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, P.A. as legal counsel to represent the Estate of Simon Bernstein in Stansbury's lawsuit;

B. Set an evidentiary hearing to determine the existence of the conflict of interest;

C. Award Stansbury his costs herein expended, and such other relief as this court deems just and proper.


Respectfully submitted,

  
Peter M. Feaman

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded via e-mail service through the Florida E-portal system to: Alan Rose, Esq., Mrachek, Fitzgerald Rose, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, [arose@pm-law.com](mailto:arose@pm-law.com) and [mchandler@pm-law.com](mailto:mchandler@pm-law.com); Eliot Bernstein, 2753 NW 34<sup>th</sup> Street, Boca Raton, FL 33434, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv); Brian O'Connell, Esq., Ciklin Lubitz Martens & O'Connell, 515 North Flagler Drive, 20<sup>th</sup> Floor, West Palm Beach, FL 33401, [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com); John P. Morrissey, Esq., 330 Clematis Street, Suite 213, West Palm Beach, FL 33401, [john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com); Lisa Friedstein, [lisa@friedsteins.com](mailto:lisa@friedsteins.com), 2142 Churchill Lane, Highland Park, IL 60035; Jill Iantoni, [jilliantoni@gmail.com](mailto:jilliantoni@gmail.com), 2101 Magnolia Lane, Highland Park, IL 60035, on this 7<sup>th</sup> day of October, 2016.

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By:   
Peter M. Feaman  
Florida Bar No. 0260347



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

SIMON BERNSTEIN IRREVOCABLE )  
INSURANCE TRUST DTD 6/21/95, )  
by Ted S. Bernstein, its Trustee, Ted )  
Bernstein, an individual, )  
Pamela B. Simon, an individual, )  
Jill Iantoni, an individual and Lisa S. )  
Friedstein, an individual. )

Plaintiff, )

v. )

HERITAGE UNION LIFE INSURANCE )  
COMPANY, )

Defendant, )

----- )  
HERITAGE UNION LIFE INSURANCE )  
COMPANY )

Counter-Plaintiff )

v. )

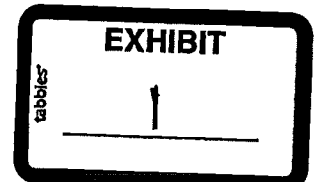
SIMON BERNSTEIN IRREVOCABLE )  
TRUST DTD 6/21/95 )

Counter-Defendant )

and, )

FIRST ARLINGTON NATIONAL BANK )  
as Trustee of S.B. Lexington, Inc. Employee )  
Death Benefit Trust, UNITED BANK OF )  
ILLINOIS, BANK OF AMERICA, )  
Successor in interest to LaSalle National )  
Trust, N.A., SIMON BERNSTEIN TRUST, )  
N.A., TED BERNSTEIN, individually and )  
as purported Trustee of the Simon Bernstein )

Case No. 13 cv 3643  
Honorable Amy J. St. Eve  
Magistrate Mary M. Rowland



Irrevocable Insurance Trust Dtd 6/21/95,  
and ELIOT BERNSTEIN )  
)  
)

Third-Party Defendants. )  
)  
)

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ELIOT IVAN BERNSTEIN, )  
)  
)

Cross-Plaintiff )  
)  
)

v. )  
)  
)

TED BERNSTEIN, individually and )  
as alleged Trustee of the Simon Bernstein )  
Irrevocable Insurance Trust Dtd, 6/21/95 )  
)  
)

Cross-Defendant )  
)  
)

and, )  
)  
)

PAMELA B. SIMON, DAVID B.SIMON, )  
both Professionally and Personally )  
ADAM SIMON, both Professionally and )  
Personally, THE SIMON LAW FIRM, )  
TESCHER & SPALLINA, P.A., )  
DONALD TESCHER, both Professionally )  
and Personally, ROBERT SPALLINA, )  
both Professionally and Personally, )  
LISA FRIEDSTEIN, JILL IANTONI )  
S.B. LEXINGTON, INC. EMPLOYEE )  
DEATH BENEFIT TRUST, S.T.P. )  
ENTERPRISES, INC. S.B. LEXINGTON, )  
INC., NATIONAL SERVICE )  
ASSOCIATION (OF FLORIDA), )  
NATIONAL SERVICE ASSOCIATION )  
(OF ILLINOIS) AND JOHN AND JANE )  
DOES )  
)  
)

Third-Party Defendants. )  
)  
)

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**PLAINTIFFS' FIRST AMENDED COMPLAINT**

**NOW COMES** Plaintiffs, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, and TED BERNSTEIN, as Trustee, (collectively referred to as "BERNSTEIN TRUST"), TED BERNSTEIN, individually, PAMELA B. SIMON, individually, JILL IANTONI, individually, and LISA FRIEDSTEIN, individually, by their attorney, Adam M. Simon, and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, ("HERITAGE") states as follows:

**BACKGROUND**

1. At all relevant times, the BERNSTEIN TRUST was a common law irrevocable life insurance trust established in Chicago, Illinois, by the settlor, Simon L. Bernstein, ("Simon Bernstein" or "insured") and was formed pursuant to the laws of the state of Illinois.
2. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon Bernstein, and issued by Capitol Bankers Life Insurance Company as policy number 1009208 (the "Policy").
3. Simon Bernstein's spouse, Shirley Bernstein, was named as the initial Trustee of the BERNSTEIN TRUST. Shirley Bernstein passed away on December 8, 2010, predeceasing Simon Bernstein.
4. The successor trustee, as set forth in the BERNSTEIN TRUST agreement is Ted Bernstein.
5. The beneficiaries of the BERNSTEIN TRUST as named in the BERNSTEIN TRUST Agreement are the children of Simon Bernstein.

6. Simon Bernstein passed away on September 13, 2012, and is survived by five adult children whose names are Ted Bernstein, Pamela Simon, Eliot Bernstein, Jill Iantoni, and Lisa Friedstein. By this amendment, Ted Bernstein, Pamela Simon, Jill Iantoni and Lisa Friedstein are being added as co-Plaintiffs in their individual capacities.

7. Four out five of the adult children of Simon Bernstein, whom hold eighty percent of the beneficial interest of the BERNSTEIN TRUST have consented to having Ted Bernstein, as Trustee of the BERNSTEIN TRUST, prosecute the claims of the BERNSTEIN TRUST as to the Policy proceeds at issue.

8. Eliot Bernstein, the sole non-consenting adult child of Simon Bernstein, holds the remaining twenty percent of the beneficial interest in the BERNSTEIN TRUST, and is representing his own interests and has chosen to pursue his own purported claims, pro se, in this matter.

9. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the "VEBA") from Capitol Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

10. At the time of the purchase of the Policy, S.B. Lexington, Inc., was an Illinois corporation owned, in whole or part, and controlled by Simon Bernstein.

11. At the time of purchase of the Policy, S.B. Lexington, Inc. was an insurance brokerage licensed in the state of Illinois, and Simon Bernstein was both a principal and an employee of S.B. Lexington, Inc.

12. At the time of issuance and delivery of the Policy, CBLIC was an insurance company licensed and doing business in the State of Illinois.

13. HERITAGE subsequently assumed the Policy from CBLIC and thus became the successor to CBLIC as "Insurer" under the Policy and remained the insurer including at the time of Simon Bernstein's death.

14. In 1995, the VEBA, by and through LaSalle National Trust, N.A., as Trustee of the VEBA, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee, as primary beneficiary of the Policy, and the BERNSTEIN TRUST as the contingent beneficiary.

15. On or about August 26, 1995, Simon Bernstein, in his capacity as member or auxiliary member of the VEBA, signed a VEBA Plan and Trust Beneficiary Designation form designating the BERNSTEIN TRUST as the "person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and the Adoption Form adopted by the Employer".

16. The August 26, 1995 VEBA Plan and Trust Beneficiary Designation form signed by Simon Bernstein evidenced Simon Bernstein's intent that the beneficiary of the Policy proceeds was to be the BERNSTEIN TRUST.

17. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.

18. On or about the time of the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon Bernstein, individually.

19. From the time of Simon Bernstein's designation of the BERNSTEIN TRUST as the intended beneficiary of the Policy proceeds on August 26, 1995, no document was submitted by Simon Bernstein (or any other Policy owner) to the Insurer which evidenced any change in his intent that the BERNSTEIN TRUST was to receive the Policy proceeds upon his death.

20. At the time of his death, Simon Bernstein was the owner of the Policy, and the BERNSTEIN TRUST was the sole surviving beneficiary of the Policy.

21. The insured under the Policy, Simon Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

22. Following Simon Bernstein's death, the BERNSTEIN TRUST, by and through its counsel in Palm Beach County, FL, submitted a death claim to HERITAGE under the Policy including the insured's death certificate and other documentation.

### COUNT I

#### **BREACH OF CONTRACT**

23. Plaintiff, the BERNSTEIN TRUST, restates and realleges the allegations contained in ¶1-¶22 as if fully set forth as ¶23 of Count I.

24. The Policy, by its terms, obligates HERITAGE to pay the death benefits to the beneficiary of the Policy upon HERITAGE'S receipt of due proof of the insured's death.

25. HERITAGE breached its obligations under the Policy by refusing and failing to pay the Policy proceeds to the BERNSTEIN TRUST as beneficiary of the Policy despite HERITAGE'S receipt of due proof of the insured's death.

26. Despite the BERNSTEIN TRUST'S repeated demands and its initiation of a breach of contract claim, HERITAGE did not pay out the death benefits on the Policy to the BERNSTEIN TRUST instead it filed an action in interpleader and deposited the Policy proceeds with the Registry of the Court.

27. As a direct result of HERITAGE's refusal and failure to pay the Policy proceeds to the BERNSTEIN TRUST pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds \$1,000,000.00.

WHEREFORE, PLAINTIFF, the BERNSTEIN TRUST prays for a judgment to be entered in its favor and against Defendant, HERITAGE, for the amount of the Policy proceeds on deposit with the Registry of the Court (an amount in excess of \$1,000,000.00) plus costs and reasonable attorneys' fees together with such further relief as this court may deem just and proper.

## COUNT II

### DECLARATORY JUDGMENT

28. Plaintiff, the BERNSTEIN TRUST, restates and realleges the allegations contained in ¶1-¶27 above as ¶28 of Count II and pleads in the alternative for a Declaratory Judgment.

29. On or about June 21, 1995, David Simon, an attorney and Simon Bernstein's son-in-law, met with Simon Bernstein before Simon Bernstein went to the law offices of Hopkins and Sutter in Chicago, Illinois to finalize and execute the BERNSTEIN TRUST Agreement.

30. After the meeting at Hopkins and Sutter, David B. Simon reviewed the final version of the BERNSTEIN TRUST Agreement and personally saw the final version of the BERNSTEIN TRUST Agreement containing Simon Bernstein's signature.

31. The final version of the BERNSTEIN TRUST Agreement named the children of Simon Bernstein as beneficiaries of the BERNSTEIN TRUST, and unsigned drafts of the BERNSTEIN TRUST Agreement confirm the same.

32. The final version of the BERNSTEIN TRUST Agreement named Shirley Bernstein, as Trustee, and named Ted Bernstein as, successor Trustee.

33. As set forth above, at the time of death of Simon Bernstein, the BERNSTEIN TRUST was the sole surviving beneficiary of the Policy.

34. Following the death of Simon Bernstein, neither an executed original of the BERNSTEIN TRUST Agreement nor an executed copy could be located by Simon Bernstein's family members.

35. Neither an executed original nor an executed copy of the BERNSTEIN TRUST Agreement has been located after diligent searches conducted as follows:

- i) Ted Bernstein and other Bernstein family members of Simon Bernstein's home and business office;
- ii) the law offices of Tescher and Spallina, Simon Bernstein's counsel in Palm Beach County, Florida,
- iii) the offices of Foley and Lardner (successor to Hopkins and Sutter) in Chicago, IL; and
- iv) the offices of The Simon Law Firm.

36. As set forth above, Plaintiffs have provided HERITAGE with due proof of the death of Simon Bernstein which occurred on September 13, 2012.

WHEREFORE, PLAINTIFF, the BERNSTEIN TRUST prays for an Order entering a declaratory judgment as follows:

- a) declaring that the original BERNSTEIN TRUST was lost and after a diligent search cannot be located;
- b) declaring that the BERNSTEIN TRUST Agreement was executed and established by Simon Bernstein on or about June 21, 1995;
- c) declaring that the beneficiaries of the BERNSTEIN TRUST are the five children of Simon Bernstein;



- d) declaring that Ted Bernstein, is authorized to act as Trustee of the BERNSTEIN TRUST because the initial trustee, Shirley Bernstein, predeceased Simon Bernstein;
- e) declaring that the BERNSTEIN TRUST is the sole surviving beneficiary of the Policy;
- f) declaring that the BERNSTEIN TRUST is entitled to the proceeds placed on deposit by HERITAGE with the Registry of the Court;
- g) ordering the Registry of the Court to release all of the proceeds on deposit to the BERNSTEIN TRUST; and
- h) for such other relief as this court may deem just and proper.

### COUNT III

#### RESULTING TRUST

37. Plaintiffs restate and reallege the allegations contained in ¶1-¶36 of Count II as ¶37 of Count III and plead, in the alternative, for imposition of a Resulting Trust.

38. Pleading in the alternative, the executed original of the BERNSTEIN TRUST Agreement has been lost and after a diligent search as detailed above by the executors, trustee and attorneys of Simon Bernstein's estate and by Ted Bernstein, and others, its whereabouts remain unknown.

39. Plaintiffs have presented HERITAGE with due proof of Simon Bernstein's death, and Plaintiff has provided unexecuted drafts of the BERNSTEIN TRUST Agreement to HERITAGE.

40. Plaintiffs have also provided HERITAGE with other evidence of the BERNSTEIN TRUST'S existence including a document signed by Simon Bernstein that designated the BERNSTEIN TRUST as the ultimate beneficiary of the Policy proceeds upon his death.

41. At all relevant times and beginning on or about June 21, 1995, Simon Bernstein expressed his intent that (i) the BERNSTEIN TRUST was to be the ultimate beneficiary of the life insurance proceeds; and (ii) the beneficiaries of the BERNSTEIN TRUST were to be the children of Simon Bernstein.

42. Upon the death of Simon Bernstein, the right to the Policy proceeds immediately vested in the beneficiary of the Policy.

43. At the time of Simon Bernstein's death, the beneficiary of the Policy was the BERNSTEIN TRUST.

44. If an express trust cannot be established, then this court must enforce Simon Bernstein's intent that the BERNSTEIN TRUST be the beneficiary of the Policy; and therefore upon the death of Simon Bernstein the rights to the Policy proceeds immediately vested in a resulting trust in favor of the five children of Simon Bernstein.

45. Upon information and belief, Bank of America, N.A., as successor Trustee of the VEBA to LaSalle National Trust, N.A., has disclaimed any interest in the Policy.

46. In any case, the VEBA terminated in 1998 simultaneously with the dissolution of S.B. Lexington, Inc.

47. The primary beneficiary of the Policy named at the time of Simon Bernstein's death was LaSalle National Trust, N.A. as "Trustee" of the VEBA.

48. LaSalle National Trust, N.A., was the last acting Trustee of the VEBA and was named beneficiary of the Policy in its capacity as Trustee of the VEBA.

49. As set forth above, the VEBA no longer exists, and the ex-Trustee of the dissolved trust, and upon information and belief, Bank Of America, N.A., as successor to LaSalle National Trust, N.A. has disclaimed any interest in the Policy.

50. As set forth herein, Plaintiff has established that it is immediately entitled to the life insurance proceeds HERITAGE deposited with the Registry of the Court.

51. Alternatively, by virtue of the facts alleged herein, HERITAGE held the Policy proceeds in a resulting trust for the benefit of the children of Simon Bernstein and since HERITAGE deposited the Policy proceeds the Registry, the Registry now holds the Policy proceeds in a resulting trust for the benefit of the children of Simon Bernstein.

WHEREFORE, PLAINTIFFS pray for an Order as follows:

- a) finding that the Registry of the Court holds the Policy Proceeds in a Resulting Trust for the benefit of the five children of Simon Bernstein, Ted Bernstein, Pamela Simon, Eliot Ivan Bernstein, Jill Iantoni and Lisa Friedstein; and
- b) ordering the Registry of the Court to release all the proceeds on deposit to the Bernstein Trust or alternatively as follows: 1) twenty percent to Ted Bernstein; 2) twenty percent to Pam Simon; 3) twenty percent to Eliot Ivan Bernstein; 4) twenty percent to Jill Iantoni; 5) twenty percent to Lisa Friedstein
- c) and for such other relief as this court may deem just and proper.

By: s/Adam M. Simon

Adam M. Simon (#6205304)  
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Attorneys for Plaintiffs and Third-Party  
Defendants

*Simon L. Bernstein Irrevocable Insurance Trust  
Dtd 6/21/95; Ted Bernstein as Trustee, and  
individually, Pamela Simon, Lisa Friedstein  
and Jill Iantoni*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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

Plaintiff,

6 v.

Case No. 13 cv 3643

7 HERITAGE UNION LIFE INSURANCE  
COMPANY,

8

Defendant,

9

10 HERITAGE UNION LIFE INSURANCE  
COMPANY,

11

Counter-Plaintiff

12

v.

13

SIMON BERNSTEIN IRREVOCABLE  
INSURANCE TRUST DTD 6/21/95

14

Counter-Defendant

15

and,

16 FIRST ARLINGTON NATIONAL BANK  
as Trustee of S.B. Lexington, Inc.

17

Employee Death Benefit Trust,  
UNITED BANK OF ILLINOIS, BANK OF

18

AMERICA, Successor in interest to  
LaSalle National Trust, N.A., SIMON

19

BERNSTEIN TRUST, N.A., TED BERNSTEIN,  
individually and as purported Trustee

20

of the Simon Bernstein Irrevocable  
Insurance Trust Dtd 6/21/95, and

21

ELIOT BERNSTEIN

22

Third-Party Defendants.

23  
24

25

0002

1 ELIOT IVAN BERNSTEIN,

2

Cross-Plaintiff

v.

3



3 TED BERNSTEIN, individually and as  
4 alleged Trustee of the Simon Bernstein  
Irrevocable Insurance Trust Dtd  
5 6/21/95,  
Cross-Defendant

6  
and,

7  
8 PAMELA B. SIMON, DAVID B. SIMON, both  
Professionally and Personally, ADAM  
SIMON, both Professionally and Personally,  
9 THE SIMON LAW FIRM, TESCHER & SPALLINA,  
P.A., DONALD TESCHER, both Professionally  
10 and Personally, ROBERT SPALLINA, both  
Professionally and Personally, LISA  
11 FRIEDSTEIN, JILL IANTONI, S.B. LEXINGTON,  
INC. EMPLOYEE DEATH BENEFIT TRUST, S.T.P.  
12 ENTERPRISES, INC., S.B. LEXINGTON, INC,  
NATIONAL SERVICE ASSOCIATION (OF FLORIDA),  
13 NATIONAL SERVICE ASSOCIATION (OF ILLINOIS),  
AND JOHN AND JANE DOES

14  
Third-Party Defendants.

15 \_\_\_\_\_ /  
16

17 DEPOSITION OF  
TED BERNSTEIN  
18 Taken on behalf of the Estate of Simon Bernstein

19  
20 DATE TAKEN: May 6, 2015  
TIME: 5:06 p.m. - 8:15 p.m.  
21 PLACE: 2385 N.W. Executive Center Drive  
Boca Raton, Florida

22  
23  
24 Stenographically Reported by:  
25 Lisa Gropper, R.P.R., F.P.R.

0003

1 APPEARANCES

2

ON BEHALF OF TED BERNSTEIN:

3

4 ADAM M. SIMON, ESQ.  
THE SIMON LAW FIRM  
303 East Wacker Drive

5 Suite 2725  
Chicago, Illinois 60601

6

ALAN B. ROSE, ESQ.

7 MRACHEK, FITZGERALD, ROSE, KONOPKA,  
THOMAS & WEISS, P.A.

8 505 South Flagler Drive  
Suite 600

9 West Palm Beach, Florida 33401

10

ON BEHALF OF THE ESTATE OF SIMON BERNSTEIN:

11

JAMES J. STAMOS, ESQ.

12 KEVIN P. HORAN, ESQ.

STAMOS & TRUCCO, LLP

13 One East Wacker Drive

Suite 300

14 Chicago

12 that's what you're asking. I didn't object.

13 MR. STAMOS: Well, our position, for the  
14 record, is that you may not selectively employ the  
15 privilege.

16 Q So my question is, was this an attorney-client  
17 communication, as far as you were concerned?

18 A In every communication I had with Robert  
19 Spallina, I would expect that that privilege was there.

20 MR. ROSE: This is Alan Rose, just for the  
21 record, since I'm Mr. Bernstein's personal counsel.  
22 He's not asserting the privilege as to  
23 communications of this nature as responded in your  
24 email. He's asserting privilege to private  
25 communications he had one-on-one with Robert  
0064

1 Spallina, who he considered to be his counsel.  
2 That's the position for the record and that's why  
3 the privilege is being asserted.

4 Continue.

5 MR. STAMOS: No, I understand that. It's just  
6 that our position is that, if one has an  
7 attorney-client relationship, in particular with  
8 regard to discussions concerning a particular  
9 topic, the privilege is waived when you do not  
10 maintain the privilege with respect to certain  
11 communications and you do with others, and that's  
12 our position. So --

13 MR. ROSE: Okay. But for the record, since  
14 you're going to argue this in Illinois potentially,  
15 in every piece of litigation, certain things that  
16 you communicate with your lawyer eventually find  
17 their way into pleadings or communication with the  
18 other side. That does not mean that private  
19 communication you have one-on-one with your lawyer  
20 about various things when you're seeking legal  
21 advice on a confidential basis are not privileged.  
22 That's the sole basis upon which the privilege is  
23 being asserted and it's going to continue to be  
24 asserted.

25 MR. STAMOS: Can we proceed?

0065

1 MR. ROSE: Absolutely. Thanks.

2 MR. STAMOS: Got it.

3 Q (By Mr. Stamos) In any event, looking at  
4 Exhibit 11, this was a -- whatever it says, this was an

17 owner of this policy and that I think he was learning  
18 about the -- the chain of -- of ownership of the policy  
19 from the very beginning and its iterations over time  
20 when -- after speaking with the insurance company.

21 Q Did you understand this to be that  
22 Mr. Spallina was told by the insurance company that  
23 there was a break in title and beneficiary designation?

24 A Well, I -- I'm -- only because I'm reading  
25 what he said. I don't know what he assumed that meant,  
0069

1 but I'm assuming from what I'm reading that he is saying  
2 that there was some break there.

3 Q And this was in response to your email from --  
4 it looks like --

5 Well, it looks like the times are a little bit  
6 odd there. I'm not sure why that is.

7 A Right.

8 Q I wonder if one is eastern time and one is  
9 central time?

10 A Between me and Robert?

11 Q Yeah. Could that have been possible?

12 A Anything's possible, but unlikely, I think.

13 Q Well, in any event, when you received that,  
14 did you understand what he was talking about?

15 A At the time, I probably did not.

16 Q Now, looking at Exhibit 16, please.

17 (Exhibit 16 was marked for identification.)

18 Q Do you know who Mr. Welling is, before I ask  
19 you any questions about the document?

20 A I believe that he was someone connected to the  
21 insurance company.

22 Q I'd like you, if you will, to take a moment  
23 and read Exhibit Number 12 -- I'm sorry, Exhibit  
24 Number 16, back to front, and then I want to ask you  
25 some questions about it. It's not all that long.

0070

1 A So you'd like me to read all the pages in the  
2 email?

3 Q Yeah.

4 A Okay.

5 Q Just take a moment to read it. The messages  
6 are actually pretty brief.

7 MR. ROSE: While he's looking at that, I'd  
8 just state for the record that TS5253, at the  
9 bottom, clearly supports the assertion of the



10 privilege.

11 MR. STAMOS: In as much as it includes Scott  
12 Welling on it, I'd have a hard time understanding  
13 how that supports the existence of a privilege,  
14 but --

15 MR. ROSE: Okay.

16 Q (By Mr. Stamos) Have you had a chance to read  
17 that yet, Mr. Bernstein?

18 A Yes. I'm -- yes, I have.

19 Q I bet you recall this email string, correct?

20 A Yes.

21 Q It ends with a message from Mr. Spallina to  
22 you which would have included all the rest of it,  
23 correct?

24 A Yes.

25 Q What's this about? What's the genesis of this  
0071

1 dispute that results in Mr. Spallina saying, "Ted, I'm  
2 done with this matter"? What did you understand was  
3 going to happen?

4 A The change in who was going to be handling the  
5 life insurance policy at -- at around this time.

6 Q It was changed from whom to whom?

7 A From the Tescher & Spallina firm to Adam  
8 Simon.

9 Q Were there any discussions with the insurance  
10 company about that prior to the lawsuit being filed in  
11 Chicago?

12 MR. SIMON: Objection; speculation.

13 A I've -- I simply don't know.

14 Q You don't?

15 A I do not.

16 Q Now, when you then look at --

17 I'm sorry, we'll go to the next exhibit, which  
18 is -- it looks like Exhibit 17.

19 (Exhibit 17 was marked for identification.)

20 Q Now, looking at Exhibit Number 17, where  
21 Mr. Tescher writes, "I feel that we have serious  
22 conflicts in continuing to represent you as trustee to  
23 the life insurance trust and need to withdraw from  
24 further representation," do you see that?

25 A I do.

0072

1 Q Now, first, this document is an email string  
2 that ends with Mr. Tescher sending an email to

3 Mr. Welling, Mr. Spallina and also to yourself, as well  
4 as the Simons, correct?

5 A Yes.

6 Q You recall receiving this, do you?

7 A Now that I see it, I recall.

8 Q Now, where Mr. Tescher says that, "There's a  
9 serious conflict continuing to represent you as trustee  
10 of the life insurance trust," is he referring to the  
11 1995 trust?

12 MR. SIMON: Objection; speculation.

13 A I believe that that's what he's referring to  
14 here.

15 Q I take it that he withdraw from representing  
16 you in that capacity as of this email?

17 A I -- I believe that to be the case.

18 Q Did they continue to represent you in any  
19 other capacity after that date?

20 A Yes.

21 Q In what capacities did they continue to  
22 represent you?

23 A As the -- counsel for the Shirley Bernstein  
24 Trust.

25 Q Do they continue to be your attorney in that  
0073

1 capacity?

2 A Currently?

3 Q Yes.

4 A They are not.

5 Q When did they cease being your attorney in  
6 that capacity?

7 A Early 2014 is my recollection.

8 Q What led to that?

9 A What led to that was --

10 MR. ROSE: Well, let me -- to the extent he's  
11 discussing communications he had with his former  
12 counsel, they would be privileged, and I would  
13 instruct him not to answer based upon any  
14 communications with his counsel.

15 MR. STAMOS: Okay.

16 Q I don't agree with that, but I assume you're  
17 going to follow your attorney's instruction not to  
18 answer that?

19 A Yes.

20 Q All right. We don't need to say anymore, but  
21 we'll certify that.

22 Leaving aside conversations then with  
23 Mr. Spallina or Mr. Tescher, what led to their ceasing  
24 to be your attorneys?

25 A My recollection is that they withdrew.

0074

1 Q Okay.

2 A Again, we're going back quite a while, but I  
3 believe what led to them not being my attorneys is that  
4 they withdrew.

5 MR. ROSE: And just for the record, there are  
6 aspects of that that are not privileged, but you  
7 asked him about his -- I just advised him not to  
8 disclose his private, confidential communication  
9 with them while they were still his lawyers. That  
10 does not foreclose your questioning.

11 MR. STAMOS: No, what I asked him was what  
12 other circumstances led to that other than --  
13 without reference to such conversations, and he  
14 said they withdrew.

15 Q Do you know why they withdrew?

16 A I -- I do know why they withdrew. There were  
17 some questions within their firm about documents and  
18 irregular -- irregularity around documents, and they  
19 withdrew because I felt it was best for them to  
20 withdraw.

21 Q What documents were there -- with regard to  
22 what documents were there irregularities, as far as you  
23 knew?

24 A There was an amendment to a trust document.

25 Q Which trust?

0075

1 A Shirley Bernstein Trust.

2 Q And finally Exhibit Number 18.

3 (Exhibit 18 was marked for identification.)

4 Q Are you ready?

5 A Yes.

6 Q Let me just back up a second. The document  
7 that you were talking about that there was a problem  
8 with was a document which it appeared that the Tescher &  
9 Spallina firm had participated in backdating a signature  
10 by your father, correct? Is that your understanding of  
11 it?

12 A Something along those lines. I'm not quite  
13 sure that it's backdating or creation of a document.  
14 I'm not sure that backdating would be the right way to

25 A I can't answer that question without reading  
0086

1 the whole document.

2 MR. SIMON: Go ahead.

3 Q Well, it speaks for itself.

4 Let me ask you this: Are you aware of whether  
5 it does without reading it? Are you aware of whether it  
6 references any 1995 trust or any other trust?

7 MR. SIMON: Objection; speculation. Not  
8 allowing him to read it.

9 MR. STAMOS: No, no. I'm just asking if he's  
10 aware of it without reading it. It says what it  
11 says. His reading is not going to change what it  
12 says. I'm asking his state of mind.

13 Q Are you aware of whether or not that document  
14 references the 1995 trust without having read it?

15 MR. SIMON: Objection; relevance.

16 Go ahead.

17 Q Do you know?

18 A I'm not -- I'm not aware.

19 Q Do you think that if this document did  
20 reference the 1995 trust, that Mr. Spallina would have  
21 commented on that?

22 MR. SIMON: Objection; speculation.

23 Q Would you have expected him to tell you that  
24 it did?

25 A Can you ask me that question again?

0087

1 Q Yeah. If this document said, for example,  
2 "I'm replacing the '95 trust with this 2000 trust,"  
3 would you have expected that Mr. Spallina would have  
4 given you advice with regard to that fact, if it were a  
5 fact?

6 MR. ROSE: I'm going to object, instruct him  
7 not to answer based on communications he had with  
8 Mr. Spallina, but you can ask the question with  
9 regard to information that Spallina disseminated to  
10 third parties or --

11 Q Well, other than conversations that just  
12 involved you and Mr. Spallina, but not excluding  
13 communications that involved your siblings, like so many  
14 of these emails did, would you have expected in such  
15 communications when you and he were talking about  
16 whether we're going to use the 2000 trust and so forth,  
17 if the 2000 trust had referenced the existence of a

11 Q Okay. That's what 2012 talks about, correct?

12 A Correct.

13 Q Not only are you not a beneficiary, none of  
14 your siblings are beneficiaries, correct?

15 A You are correct.

16 Q Was there a dispute in the family when you all  
17 learned that your father was going to, in effect,  
18 disinherit his singling? I'm sorry, the siblings?

19 MR. ROSE: What time was that? Did you --

20 MR. STAMOS: Let me start again.

21 Q Prior to his death, you became aware that it  
22 was his plan that he was not going to leave money to his  
23 children, correct?

24 A I did -- I'm aware of that.

25 Q And that lead to some discord in the family,  
0090

1 correct?

2 A It did.

3 Q Was there a call in which he participated, as  
4 did the siblings, in which you attempted to get him to  
5 change his mind or explain why his plan was not  
6 appropriate?

7 A No.

8 Q There was no such call?

9 A There was no such call based on what you just  
10 said that call was about.

11 Q Was there a call prior to his death that  
12 involved inheritance, that involved the siblings and  
13 your father?

14 A Yes.

15 Q Who said what to whom in that conference?

16 A Robert Spallina explained that my father was  
17 going to leave the -- his assets to ten grandchildren  
18 equally.

19 Q When -- I ask you to -- if you could pick up  
20 Exhibit Number 26, please.

21 (Exhibit 26 was marked for identification.)

22 Q Exhibit Number 26 was one of the documents  
23 produced by the Tescher & Spallina firm. Have you seen  
24 it before?

25 A Yes.

0091

1 Q The third page is a transcription so that we  
2 could read what it actually said. Do you see that?

3 A Do I see what the third page is?

23 Q Ultimately, he left the estate plan in place  
24 so that upon his death none of his estate passed to the  
25 siblings, correct?

0093

1 MR. ROSE: Object to the form.

2 Oh, that's your objection.

3 A He left the -- he left it in place.

4 Q Meaning that each of you and your siblings was  
5 deemed to have been predeceased for the purpose of his  
6 estate planning?

7 MR. SIMON: Objection; form.

8 Q Is that your understanding? If it's not, tell  
9 me. I mean, I don't -- I'm not going to --

10 MR. SIMON: Well, the first time you said  
11 "estate" and the second time you said "estate  
12 planning", which is much more general.

13 MR. STAMOS: I didn't mean a distinction.

14 Q I just want to establish, upon his death, no  
15 money as a consequence of his death passed or will have  
16 passed to you and your siblings if the '95 trust is  
17 never enforced and receives money through the insurance  
18 policy, right?

19 A Correct.

20 Q But the money will otherwise pass to all of  
21 your children, correct?

22 A To all of his grandchildren.

23 Q All of Simon's grandchildren, including your  
24 children as well, correct?

25 A Correct.

0094

1 MR. STAMOS: Give me just one second.

2 THE WITNESS: Sure.

3 Q This is my final question, or just about:  
4 When you learned that Mr. Spallina had filed a claim  
5 identifying himself as trustee of the '95 trust, did you  
6 ever report to anyone in the insurance company or any  
7 authority that he, in fact, was never the trustee of the  
8 '95 trust?

9 A I did not.

10 Q Did you ever instruct him to take steps to  
11 correct any misimpression he might have caused others to  
12 form as a result of him having made that claim?

13 A I'm not sure he caused misimpressions in  
14 anybody, so I don't know, and I didn't have any  
15 conversations with insurance companies.

19 asking me questions about things.

20 Q Like?

21 A Medication, what -- what amounts of  
22 medication, if I knew what kind of medication he took or  
23 was taking or things like that.

24 Q Why were they there?

25 MR. SIMON: Objection; speculation.

0098

1 Q Well, you met with the sheriff. Didn't you  
2 wonder why he was at your father's house on the day he  
3 died and you were giving statements to him?

4 MR. SIMON: Same objection.

5 A You -- did you ask me why were they there?

6 Q Yeah.

7 A I don't know. I can't remember why they were  
8 there.

9 Q And you had no involvement in the call. Did  
10 your attorney have any involvement in the call to the  
11 sheriff that you're aware of?

12 A I don't -- I can't -- I don't think so. I  
13 don't think so.

14 Q So you, to the best of your recollection, you  
15 don't know who called the sheriff or contacted them?

16 MR. SIMON: Objection; form.

17 Q Are you aware the night your father died that  
18 a call had been made to the hospital claiming that he  
19 had been poisoned?

20 A I'm not -- I'm not aware of a call that was  
21 made where -- where it was claimed that he was poisoned.

22 Q You weren't aware of that?

23 A (Nonverbal response.)

24 Q Okay.

25 MR. ROSE: Can you hear this okay in Chicago?

0099

1 I can't tell if you're acting like you're not able  
2 to hear.

3 MR. STAMOS: No, we can hear. We got it.

4 MR. ROSE: Okay.

5 MR. STAMOS: Thank you.

6 MR. ROSE: You're welcome. I just saw your  
7 face, so...

8 MR. STAMOS: Thanks.

9 Q (By Mr. Eliot Bernstein) So you became aware  
10 at some point that there was a coroner's inquiry and you  
11 were aware that there was claims about his medication,

3 answer. Compound questions.

4 Q Were you requested by any parties to turn  
5 those documents over to them?

6 A I don't believe so.

7 MR. ELIOT BERNSTEIN: I'd like to submit this  
8 as an exhibit. Can we get a copy of that real  
9 quick.

10 (Recess taken.)

11 (Exhibit A was marked for identification.)

12 MR. STAMOS: Can you describe that for us? We  
13 don't have a copy.

14 Q (By Mr. Eliot Bernstein) Ted, could you  
15 describe that document.

16 MR. ROSE: (Indicating.)

17 MR. STAMOS: Is that the police report  
18 document?

19 MR. ELIOT BERNSTEIN: Yes.

20 MR. STAMOS: Yeah, we have that. I think we  
21 have that.

22 MR. ROSE: I'm just trying to be helpful.

23 MR. STAMOS: Thank you.

24 Is that topped by the February 11, 2014 fax  
25 number -- fax legend?

0109

1 MR. ROSE: This one says January 31, '13.

2 MR. STAMOS: Oh.

3 MR. ROSE: The report entry though is --  
4 starts with the words "On 9/13/12 at 12:11 hours."

5 MR. STAMOS: Oh, okay. We don't have that  
6 one. All right.

7 THE WITNESS: Okay.

8 Q (By Mr. Eliot Bernstein) You were talking to  
9 the sheriff's department on this day, correct?

10 A Yes, I was.

11 Q And that's the day your father died, right?

12 A Yes.

13 Q Did you advise the sheriff's department that  
14 your father might have been overdosed or the likes by  
15 his girlfriend?

16 A No.

17 Q No?

18 A No.

19 Q Okay. Were you advised by anybody that your  
20 father could have been overdosed?

21 A Yes.



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

IN RE:

Case No. 50 2012 CP 004391 SB  
**JUDGE MARTIN COLIN**

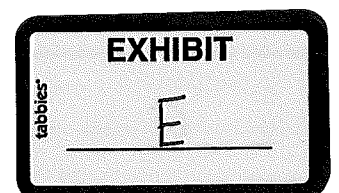
ESTATE OF SIMON  
BERNSTEIN,  
Deceased.

Division: IY

**DEMAND FOR ACCOUNTING AS TO MISSING PERSONAL PROPERTY  
OF THE ESTATE**

COMES NOW Creditor and Interested Person of the Estate of Simon Bernstein,  
WILLIAM STANSBURY, by and through his undersigned counsel, and hereby submits his  
demand for an accounting of the missing personal property of the Estate of Simon Bernstein, as  
follows:

1. William Stansbury is a creditor of the Estate, having lodged a claim in excess of \$2,500,000.00.
2. Mr. Stansbury's claim is pending and the matter is being litigated in the Circuit Court of Palm Beach County, Case No.: 502012CA013933XXXXMB (AA).
3. At the time of the passing of the Decedent, the Estate became the owner of significant and valuable personal property held in the oceanfront condominium in Boca Raton known as the "Aragon" with the address of 2494 South Ocean Boulevard, Unit C-5, Boca Raton, FL, and held at the Decedent's homestead at St. Andrews Country Club, 7020 Lions Head Lane, Boca Raton, FL.
4. That Aragon unit was sold but the personal property was not part of the sale. The personal property was separately listed on a Fair Market Value Appraisal that was



performed on behalf of the Estate, effective September 13, 2012, the date of the death of the Decedent. A copy of the Fair Market Value Appraisal is attached hereto as **Exhibit "A."** As shown on Exhibit "A," the fair market appraisal value for the personal property located at the Aragon was \$14,865.00.

5. On March 27, 2015 and March 30, 2015, a second Appraisal was conducted by Hall and Hall Appraisals, Inc. The second Appraisal totals the value of personal property that had been held at the Aragon to wit: 2494 South Ocean Boulevard, Unit C-5, Boca Raton, FL, at \$2,408.00. Therefore, unless there was, for some unknown reason, a precipitous drop in value or depreciation of the personal property, there is missing approximately \$12,400.00 worth of personal property that at one time was the property of the Estate.
6. As to the personal property located at the Decedent's homestead, a comparison of the Fair Market Value Appraisal, effective September 13, 2012, and the second Appraisal conducted on or about March 27, 2015 and March 30, 2015, as reflected in the Report dated April 21, 2015, reveals that there are numerous items of personal property that were located in the residence that are now missing and no longer accounted for.
7. Pages 26 through 32 of the Fair Market Value Appraisal (Exhibit "A") lists approximately 80 specific items of personal property clearly in existence at the time of the Decedent's passing, which are now utterly unaccounted for.
8. Further, the Decedent maintained personal property at his office at LIC Holdings, Inc., where the Decedent worked and along with his son, Ted, owned a controlling interest in the corporation. There has been no accounting for the art work and other items of personal property held in his business office, nor has there been any attempt

by the Estate to value the Decedent's stock in LIC or determine if the Estate should have been receiving renewal commission checks since his death.

9. Creditor, Stansbury, having worked at LIC for many years, believes that hundreds of thousands of dollars in renewal commissions may have been received by LIC to which the Estate may be entitled.

WHEREFORE, Creditor, William Stansbury, as an interested person in the Estate requests this Honorable Court to enter an Order requiring the Personal Representative to account for the missing personal property of the Estate, and to exercise all necessary due diligence to ascertain who is responsible for the disappearance of the personal property referenced herein, together with an award of reasonable attorney's fees incurred herein.




Peter M. Feaman

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded via e-mail service through the Florida E-portal system to: Alan Rose, Esq., MRACHEK, FITZGERALD ROSE, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, [arose@pm-law.com](mailto:arose@pm-law.com) and [mhandler@pm-law.com](mailto:mhandler@pm-law.com); Eliot Bernstein, 2753 NW 34<sup>th</sup> Street, Boca Raton, FL 33434, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv); Brian O'Connell, Esq., Ciklin Lubitz Martens & O'Connell, 515 North Flagler Drive, 20<sup>th</sup> Floor, West Palm Beach, FL 33401, [boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com); John P. Morrissey, Esq., 330 Clematis Street, Suite 213, West Palm Beach, FL 33401, [john@jmorrisseylaw.com](mailto:john@jmorrisseylaw.com); and Gary R. Shendell, Esq., Shendell & Pollock, P.A., 2700 N. Military Trail, Suite 150, Boca Raton, FL 33431, [gary@shendellpollock.com](mailto:gary@shendellpollock.com); Lisa Friedstein, 2142 Churchill Lane, Highland Park, IL 60035, [lisa@friedsteins.com](mailto:lisa@friedsteins.com); Jill Iantoni, 2101 Magnolia Lane, Highland Park, IL 60035, [jilliantoni@gmail.com](mailto:jilliantoni@gmail.com), on this 21<sup>st</sup> day of May, 2015.

PETER M. FEAMAN, P.A.  
3695 W. Boynton Beach Blvd., Suite 9  
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[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)

By: \_\_\_\_\_

  
Peter M. Feaman  
Florida Bar No. 0260347

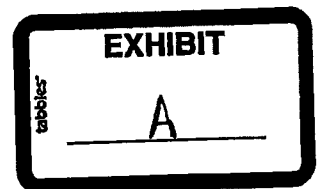
**FAIR MARKET VALUE  
APPRAISAL**

**PERSONAL PROPERTY OF**

**Simon L. Bernstein**

**Effective Date: September 13, 2012**

Prepared by  
Robert A. Hittel, ASA, ISA AM  
3038 North Federal Highway  
Building I  
Fort Lauderdale, Florida 33306  
(954) 563-2819



**DESCRIPTIONS AND VALUES**

Any damages will be noted in the appraisal report. Measurements, if provided, are in the order of HEIGHT first, WIDTH second, and DEPTH third. Measurements are approximate. The appraiser has seen all of the items listed.

**7020 LIONS HEAD LANE, BOCA RATON, FL**

**FOYER**

1.	NEEDLEPOINT RUG - 5 ½' X 3 ½' All over floral design with border, with additional colors of green, pink and brown	\$60.00
2.	COPPER BOWL - 36" Turned, circular, undecorated	100.00
3.	BENCH Early 20 <sup>th</sup> Century, Art Nouveau, mahogany, inlaid decoration, upholstered seat and back	400.00
4.	STATUES (2) Carved wood Lion, one standing, one sitting, glass eyes, modern decorative	700.00
5.	ORIENTAL RUG - 6' 2" X 3' 11" Hand knotted, wool on cotton, blue field, leafy scrolls and flowers, three borders, additional colors of tan, pink and ivory	100.00
6.	CENTER TABLE Octagonal beveled glass top, cast urn base with ring handles	350.00
7.	DECORATIONS <ul style="list-style-type: none"> <li>- Ceramic sculpture by Fisher, couple kissing 20.00</li> <li>- (4) Glass cylinders with twigs, stones and silk orchids, various heights 175.00</li> <li>- Large covered pot with incised decoration, pottery 50.00</li> </ul>	245.00
8.	TALL CASE CLOCK 19 <sup>th</sup> Century, oak, scroll bonnet, full turned columns flanking handpainted dial, Roman numerals, two key holes, second hand, calendar aperture, dial signed, "Hugh Roberts, Llangefni, Wales", paneled door flanked by half turned columns, bracket feet CONDITION: Refinished, restored	400.00

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9.	PAINTING – 60" X 40" sight size Oil on canvas, flowering branches, no apparent signature, in wood frame	100.00
	<b>TOTAL FOR FOYER:</b>	<b>\$2,455.00</b>
	<b>LIVING AREA</b>	
10.	MIRROR – 87" X 31 ½" Square, gold and silver lacquered frame	\$200.00
11.	LITHOGRAPH – 12 ¼" X 9 ¾" paper size Pierre August Renoir, French, (1841-1919) "Claude Renoir, Tête Baisée", "Cat. # Ruger-Marx #14", in gold frame Provenance: The J. L. Hudson Gallery, Michigan	1,000.00
12.	MISCELLANEOUS DECORATIONS	320.00
	- (2) White composition floor vases, over-all circle decoration	60.00
	- Mirror, gold oval frame	10.00
	- Statue - 60", pottery, Pre-Colombian style figure wearing head ornament and traditional costume	100.00
	- Large metal bowl and pot, each with ring handles	70.00
	- (2) Chargers, 31" and 27" round, lacquered on stands, Made in Vietnam	80.00
13.	ARTIFICIAL FLORAL ARRANGEMENTS Silk lily and hydrangea in glass vase; silk orchid in ceramic vase; (7) silk calla lilies	55.00
14.	STANDS (2) Metal powder coated square tops on four footed pedestal base, two heights	75.00
15.	FLOOR SCREEN 6-fold, gold background with purple glitter flower outlines, black lacquer "frame", mounted on wall	300.00
16.	SECTIONAL SOFAS (2) Gold fabric upholstery, each in two sections, curved, skirted, together with eight toss pillows	1,000.00
17.	COCKTAIL TABLE Oval glass top, "hammered" metal base with concave shelf	300.00
18.	ORIENTAL RUG – 12' X 9' Hand knotted, wool on cotton, black field with all-over flower design, three borders, additional colors of tan and ivory, "washed" finish	600.00

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19.	BOWL - 19" diameter Waterford, "Evolution", round amber colored glass		75.00
20.	MISCELLANEOUS		85.00
	- Bowl - 18", ceramic with handpainted woman holding flower vase, signed, "Marsha B"	30.00	
	- Candlesnuffer	10.00	
	- (3) Silver composition candlesticks	45.00	
21.	MANTEL CLOCK - 12 1/2" X 19 1/2" Onyx, round enamel dial with Roman numerals, time and strike, sold through J.E. Caldwell & Co., Philadelphia		500.00
22.	FIREPLACE ACCESSORIES (2) Metal gate; black iron grate		50.00
23.	MISCELLANEOUS		215.00
	- (3) Silver metal candlesticks	30.00	
	- Standing iron Menorah	35.00	
	- Covered Urn - 56", pottery, with incised decoration	150.00	
	<b>TOTAL FOR LIVING AREA:</b>		<b>\$4,775.00</b>
	<b>POWDER ROOM</b>		
24.	MIRROR Carved and painted wood, birds on flowering trees, Mexico		\$100.00
25.	MISCELLANEOUS Plastic figural towel holder; mirror with woven frame; framed print of four 19 <sup>th</sup> century girls, in gold frame; domed trunk with floral painted decoration; framed portrait of a man, signed, "Daniel Lanzig, 1977", in silver frame		125.00
	<b>TOTAL FOR POWDER ROOM:</b>		<b>\$ 225.00</b>
	<b>DINING AREA</b>		
26.	MISCELLANEOUS DECORATIONS		\$285.00
	- Blue ceramic vase with dried material	15.00	
	- Lucite Menorah - 24", blue and clear	50.00	
	- (3) Vases, purple and clear cased glass, elongated, various heights, "Nouvel"	60.00	
	- (2) Murano glass birds, pink	30.00	
	- Mezuzah, Lladro doves; enamel tulip decoration and Jay Strongwater box	55.00	(25)
	- Cobalt blue glass vase with Orchidium orchids	50.00	
	- Mirrored vase with silk flowers	25.00	

David Rosenthal  
50<sup>th</sup> ANNIVERSARY  
GOLD MEZUZAH



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27.	SCULPTURE - 15 1/2" X 31" Lladro, "Gondola of Love", Ref. No: 1870	550.00
28.	ENGRAVINGS (8) - 7" X 10" image size Scenes of Jewish figures engaged in various gatherings, each signed and titled, in wood frames	200.00
29.	PAINTING - 28" X 19" sight size William Weintraub, American, 20 <sup>th</sup> Century Oil on canvas, signed and dated, "Weintraub '73", young man with rifle, in wood frame	200.00
30.	LITHOGRAPH William Weintraub, American, 20 <sup>th</sup> Century 85/200, portrait of two elderly men, in wood frame	75.00
31.	ARMOIRE English pine with whitewashed finish, carved basket and scroll crest, two paneled doors above two short and two long drawers, interior with shelves and three drawers	750.00
32.	CONTENTS OF ARMOIRE	1,180.00
	- Dinnerware (68) piece set, Wedgwood Etruria, "Embossed Queensware", blue and white, consisting of (16) cups, (14) saucers, (13) dinner plates, (14) bowls, (14) bread and butter plates, (13) luncheon plates	200.00
	- Pair English porcelain salt and pepper shakers, birds; (9) colored glass water goblets; (6) colorless glass champagne stems	35.00
	- (7) Waterford crystal wine glasses	215.00
	- Pair of ceramic Garson Pakele candleholders	40.00
	- Lenox footed cup; (8) glass cordial stems; (14) colorless glass balloon wines	30.00
	- Versace plate, "Le Jardin de Versace"	25.00
	- Portuguese ceramic dinner service, (12) pieces; (5) handpainted wine glasses; (4) martini glasses	35.00
	- Group of (5) modern Asian porcelain plates and bowl; ceramic handpainted bowl; handmade ceramic sugar bowl; (3) metal and enamel Julia Knight bowls	100.00
	- (8) Tracy Porter ceramic square plates; personalized ceramic wedding tray; Mexican ceramic tray	50.00
	- Assorted napkin rings; chopsticks; napkins; (6) servicing pieces with crystal handles (matches set in Family Room); placemats	50.00
	- Wood and sterling silver Judaica tray marked "Hazorfim" 925, (weight of silver unknown) 10 1/2" x 13"	400.00

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33.	FARM TABLE - 10' Bleached oak, rectangular top with breadboard ends, trestle base	750.00
34.	DINING CHAIRS (10) Whitewashed with rush seats, ladder back, consisting of (2) arm and (8) side chairs	550.00
35.	ETCHING - 7" X 5" sight size 3 / 4, portrait of a man, illegible pencil signature lower right, in frame	25.00
	<b>TOTAL FOR DINING AREA:</b>	<b>\$4,565.00</b>

**KITCHEN**

36.	MISCELLANEOUS	\$430.00
	- MacKenzie-Child's 2-handled vase and glass cake cover; (8) assorted ceramic bowls and pitchers; porcelain compote; glass pitcher with insert decoration; glass vase; glass bowl on stand	200.00
	- (10) Assorted Italian/Portuguese ceramics, including vases, covered jars and planters	230.00
37.	MISCELLANEOUS AND KITCHENWARE Serving trays and bowls; ceramic platters; assorted ceramic and porcelain dishes, plates; glass vase; (8) pieces Portuguese dinnerware (matches #32 in Dining Room); glass plates; stemware; Waterford crystal salt and pepper shakers; Japanese porcelain tea service; Franciscanware bowls; Waterford crystal pitcher; (8) Tracy Porter plates (matches #32 in Dining Room); McKenzie-Child's three piece canister set; (2) pieces purple enamel and metalware bowl and tray	800.00 (460)
38.	STEMWARE (16) Waterford crystal, consisting of red wines, white wines and champagne flutes	240.00
39.	MISCELLANEOUS KITCHENWARE Assorted everyday bake ware, cookware, flatware, serving pieces, cutlery, utensils; trivets; microwave oven; Keurig coffee machine; toaster; can opener; blender	160.00
40.	SCULPTURES (3) Contemporary glazed pottery, signed, "Polly Cook", bust of man holding arrow, bust of a women holding heart and bust of man and woman kissing	150.00

FRANCOLI  
PASTA BOWLS  
PINE CONE DESIGN

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41.	COMPUTER Dell, model no. 1908PL, LCD monitor, wireless key pad, together with Altec Lansing speakers	60.00
42.	PRINTER HP All-In-One Deskjet F380	20.00
43.	SIDE CHAIRS (3) Brown leather and chrome, contemporary style	150.00
44.	DISH - 7" Daum, France, purple and green pate de verre glass with lizard rim	80.00
45.	MIRROR Metal, enamel and crystal, oval mirror plate	25.00
	<b>TOTAL FOR KITCHEN:</b>	<b>\$2,115.00</b>
	<b>FAMILY ROOM</b>	
46.	MISCELLANEOUS	\$200.00
	- Giuseppe Armani porcelain figural group, boy and girl on swing	50.00
	- Ceramic Menorah; clock; glass and metal box; pair Italian glass figural candlesticks; crystal bunny figure; crystal rhinoceros - chipped; etched glass paperweight of soldier at Wailing Wall - chipped	45.00
	- Swarovski flower vase and humming bird on branch	30.00
	- Murano glass fish - 15" x 15"	60.00
	- Waterford crystal golf club	15.00
47.	SCREEN PRINT / GICLEE Ben (Benjamin) Schonzeit, American, (b.1942) Still life of flowers in a vase, signed, "Schonzeit", in silver metal frame	300.00
48.	SERVER Rectangular glass top and carved sliding door, wood base with chrome supports and rail, interior shelves and two drawers	375.00
49.	CONTENTS OF SERVER Assorted plates; plastic and silver metal flatware; flatware set with crystal handles	50.00
50.	BAR STOOLS (4) Steel with blue ultrasuede seats, contemporary style	300.00

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51.	SCULPTURES (2) - 36 1/2" Black metal, each an abstract bust with cutout, no apparent signature, together with wood cube pedestals		250.00
52.	SECTIONAL SOFA Leather and suede, brown and beige with sections, contemporary style, with toss pillows and throws		650.00
53.	COCKTAIL TABLE Two round glass tops on circular chrome supports, round base		100.00
54.	LACQUER BOXES Set of three, graduated sizes, Sklar Furnishings		105.00
55.	DISPLAY CABINET Oval wood with silver finish, two curved glass doors, lighted		150.00
56.	CONTENTS OF DISPLAY CABINET		1,100.00
	- Shofar horn; (3) hand blown Italian glass pitchers; Mezuzah; Halcyon Days enamel box	50.00	
	- Lladro - 12", Japanese woman and bocage, "Geisha", Ref. No. 4807	75.00	
	- Pair of Lladro porcelain nudes, approximately 10"	300.00	
	- Lladro - 10", "Puppy Love", Ref. No. 1127	50.00	
	- (2) Figures, composition, Bichon dog	10.00	
	- Lladro - 12 1/2", Japanese rickshaw with man and passenger, "Ride in China", Ref. No. 1383	500.00	
	- Lladro - 11", girl seated in chair, "Appreciation", Ref. No. 1798	100.00	
	- Royal Doulton, "Queen of the Dawn"	15.00	
57.	MISCELLANEOUS		655.00
	- Large Shofar, metal mounted	45.00	
	- Lladro, Moses with tablets, "Moses", Ref No. 5170	60.00 25.00	
	- Green glass figure of an Asian man	400.00	
	- Lladro - 15", woman on balcony with flower pots, "Far Away Thoughts", Ref. No. 1798	25.00	
	- Metal sculpture of dancer	100.00	
	- Lladro - 14", "Wine Taster", Ref. No. 5239		
58.	ELECTRONICS		125.00
	- VCR, Sanyo, model no. VWM900	5.00	
	- DVD player, Panasonic, model no. DVD-527	10.00	
	- Compact Disc Player, Nakamichi, model no. CDC-3A	40.00	
	- Audio Speaker/Amp Selector, Niles, model no. MSA-10A	25.00	
	- Receiver, Onkyo, model no. TX-SR602	45.00	

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59.	TELEVISION - 60" Mitsubishi, model no. VS60111, rear screen projection, 2002 CONDITION: Obsolete - no commercial value	0.00
60.	CARD TABLE SET (5) Square red glass top, metal base, contemporary style, together with (4) side chairs, gray plastic and silver metal frame	200.00
61.	VASE - 15 1/2" Anthony Corradetti, art glass, signed, "Corradetti 1995", hand blown with colored abstract decoration	125.00
	<b>TOTAL FOR FAMILY ROOM:</b>	<b>\$4,685.00</b>
 <b>POWDER ROOM II</b>		
62.	MISCELLANEOUS	\$120.00
	- Pietra dura clowns - 6 1/2" x 4 1/2"	30.00
	- Phantom of the Opera poster, basket; (2) painted wood boxes; "Princess" painting	40.00
	- Indian wood carved mirror	50.00
	<b>TOTAL FOR POWDER ROOM II:</b>	<b>\$ 120.00</b>
 <b>WEST HALL</b>		
63.	CONTENTS OF CLOSET Assorted pillows	\$40.00
64.	ETCHING - 11" X 9" sight size Pencil signed lower right, "H. Bender", seated man, in wood frame	25.00
65.	SERIGRAPH - 18" X 12" sight size Stanley Handelman, American / Israeli, (20 <sup>th</sup> - 21 <sup>st</sup> Century) 28/250, pencil signed lower right, "Handelman (imp)", Israeli soldiers, in gold metal frame	25.00
66.	DRAWING - 27" X 18" sight size Moshe Gat, Israeli, (b.1935) Ink and wash on paper, signed lower right, "Moshe Gat", portrait of a man, in silver wood frame	150.00
67.	SERIGRAPH - 12" X 18" sight size Stanley Handelman, American / Israeli, (20 <sup>th</sup> - 21 <sup>st</sup> Century) 32/250, pencil signed lower right, "Handelman (imp)", Wailing Wall, in silver wood frame	25.00

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68.	ETCHING - 12" X 9" sight size Pencil signed lower right, "H. Bender", two figures, in wood frame	25.00
69.	PHOTOGRAPHS (5) Assorted travel subjects, portraits, in silver wood frame (4) - 7" x 9" (1) - 12" x 10"	50.00
70.	SERIGRAPH - 20" X 23" sight size Yaacov Agam, American/Israeli, (b.1928) "EA", pencil signed lower right, "Agam", multicolor geometric design, in silver metal frame	350.00
71.	LITHOGRAPHS (3) - 22" X 18" sight size Romain (Erte) de Tirtoff, American/Russian, (1892-1990) Figures "6", "8" and "9", in wood frames	225.00
72.	CHEST Floral decorated wood, nailhead trim	25.00
73.	SCULPTURE - 28" Porcelain, standing lady, Marked "Austin Productions 1988"	50.00
74.	LITHOGRAPH - 28" X 26" sight size Norman Rockwell, "Shuffleton's Barbershop", in gold metal frame	75.00
75.	MIRROR - 32" X 30" Round top, beveled mirror plate, wormwood frame	50.00
76.	WALL PLAQUE - 38" X 20" Resin, female figure in relief	25.00
77.	MIRROR - 29" Painted and carved wood, circular, with conforming beveled mirror plate	100.00
78.	VASES (2) - 14", glazed pottery, Polly Cook, woman with a hat - 13", glass, Kosta Boda, woman	50.00 75.00
79.	NEEDLEPOINT PICTURE - 12" X 14" Young man seated, in silver wood frame	10.00
80.	CONTENTS OF CLOSET Assorted kitchenware, appliances, vases; (2) silverplate trays; cleaning equipment	100.00
	<b>TOTAL FOR WEST HALL:</b>	<b>\$1,475.00</b>

**FIRST FLOOR NORTHWEST GUEST ROOM**

81.	PAINTING Oil on ridged canvas, multicolor, in gallery wrap frame	\$100.00
82.	MIRRORS (2) - 30" X 18" Metal and glass, rectangular mirror plate	80.00
83.	SIDE TABLE Painted wood, circular top with shell decoration, "Made in China"	25.00
84.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 96 and 179	25.00
85.	SLEEPER SOFA Blue and beige striped fabric, with accessory pillows	75.00
86.	END TABLES (2) Polished metal cubes	40.00
87.	FIGURAL GROUP - 12" X 19" X 14" Capo-di-Monte, children around a table	60.00
88.	FLOOR LAMP Black metal tripod body and base, white ceramic shade	30.00
89.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 109	25.00
90.	CABINET Medium stain pine, rectangular top, golfing scene on two painted doors, single drawer	40.00
91.	WALL PLAQUE - 32" X 44" Oval painted wood, "St. Andrews", with two wood shaft club attached	25.00
92.	MISCELLANEOUS (2) Glass stemware; lamp with white fabric shade; porcelain sculpture of woman, repairs - no commercial value; figural sculpture; assorted games	75.00
	<b>TOTAL FOR FIRST FLOOR NORTHWEST GUEST ROOM:</b>	<b>\$ 600.00</b>

**FIRST FLOOR WEST GUEST ROOM**

93.	FIGURINE - 13 1/2" Lladro, "Golfing Couple", Ref. No. 1453	\$100.00
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94.	CONTENTS OF CLOSET Luggage; (2) lamps; pillows; table linens	75.00
95.	NESTING TABLES (3) Lacquered wood, tapered legs, "Made in Vietnam"	30.00
96.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 179	25.00
97.	BED Maple and maple parquet veneer headboard, queen size, together with mattress only	100.00
98.	NIGHTSTAND Faux painted wood, single drawer, single shelf	10.00
99.	FIGURINE Plaster, standing man, Austin Production	25.00
100.	LAMP Silver wood, glass decoration, gray fabric shade	25.00
101.	PAINTING - 30" X 23" sight size Oil on canvas, Van Gogh copy, in wood frame	50.00
102.	MISCELLANEOUS (2) Porcelain figurines; purple glass plate; vase with artificial arrangement	30.00
103.	DESK CHAIR Black fabric, metal base	10.00
104.	ARMOIR Green antique stain wood with floral painted panels, single door, interior shelves, single drawer	100.00
105.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 89	25.00
	<b>TOTAL FOR FIRST FLOOR WEST GUEST ROOM:</b>	<b>\$ 605.00</b>
	<b>EAST SITTING ROOM</b>	
106.	BAR Brown metal and oval clear glass top, bow front, polished metal support	\$100.00



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107.	BARSTOOLS (2) Enameled wood and metal, black fabric seat, swivel	90.00
108.	VASES (2) Clear glass, with arrangement; polished metal in rectangular glass stand	50.00
109.	SERIGRAPH - 20" X 15" sight size Woman holding a cigarette, no apparent signature, in gold metal frame	50.00
110.	CONTENTS OF CABINET Small amount of assorted every day dinnerware, glassware, flatware	40.00
111.	DECORATIVE ITEMS Metal openwork footed bowl; fruit decorated painted chest, ring pulls, metal paw feet	50.00
112.	PAINTING - 60" X 24" sight size Oil on canvas, flowers in vase, no apparent signature, in black wood frame	50.00
113.	CONTENTS OF CABINET Small amount of dinner and glass ware; Murano green glass vase; (4) painted terracotta female figures	60.00
114.	END TABLE Circular glass top, metal base	10.00
115.	LAMP Bronze color wood, glass decoration, purple fabric shade	25.00
116.	SOFAS (2) Red Ultrasuede upholstery, crescent form, with single ottoman, by "American Leather"	250.00
117.	AREA RUG - 5' 3" X 8' Wool, hand tufted, multicolor circles, "Made in China"	75.00
118.	END TABLE Half oval glass top, polished metal support and base	40.00
119.	ELECTRONICS	55.00
	- Television - 50", Samsung, DLP, model no. HLR5087W, 2005	50.00
	- DVD, Sony, model no. DVP-NS41P	5.00
120.	MISCELLANEOUS Color halftone print, "St. Andrews"; ceramic vase with artificial arrangement; pewter bowl	25.00

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121.	MIRROR Whitewashed wood, rectangular frame, conforming beveled mirror plate	25.00
	<b>TOTAL FOR EAST SITTING ROOM:</b>	<b>\$ 995.00</b>
	<b>STAIRWELL</b>	
122.	PAINTING - 72" X 64" sight size Oil on canvas, abstract scene, no apparent signature, in wood frame	\$100.00
	<b>TOTAL FOR STAIRWELL:</b>	<b>\$ 100.00</b>
	<b>STUDY</b>	
123.	TILT TOP TABLE Late 19 <sup>th</sup> - early 20 <sup>th</sup> Century, papier maché, shaped top, painted and mother-of-pearl decoration	\$250.00
124.	FLOOR VASES (2) Beige ceramic, with artificial tree arrangements	100.00
125.	GLOBE Plastic, earth with mother-of-pearl countries, on polished metal stand	35.00
126.	BOOKS Approximately (500) books, hardcover, novels, cookery, art, reference	150.00
127.	FIGURINES (4)	85.00
	- Lladro - 4 ½", seated clown, "Pierrot with Puppy", Ref. No: 5277	25.00
	- Lladro - 3", "Rabbit Eating, Ref. No: 4772	25.00
	- Lladro - 4" X 6", plaque, seated Don Quixote	10.00
	- Lladro - 4 ¾", kneeling clown, "Pierrot with Puppy and Ball", Ref. No: 5278	25.00
128.	TELEVISION - 17" Zenith, LCD, model no. L17W36, 2003	25.00
129.	DESK ORGANIZER Painted wood, gallery, two doors, interior shelves and cubbies	25.00
130.	FIGURINES (4)	325.00
	- Lladro - 12", "Anniversary Dance", Ref. No: 1372	75.00
	- Lladro - 13 ¼", "Golfing Couple", Ref. No: 1453	100.00
	- Lladro - 10 ½", "Golfer", Ref. No: 4824	50.00
	- Lladro - 10 ½", "Daisy", Ref. No: 5118	100.00

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131.	KALEIDOSCOPIES (2) Brass, mirror and glass; plastic on Lucite stand		20.00
132.	ELECTRONICS		145.00
	- Laptop, Dell Latitude, model no. D830, 2008	50.00	
	- Scanner, Visioneer, model no. 9750USB	75.00	
	- Monitor - 17", Dell, flat panel	20.00	
133.	MISCELLANEOUS		75.00
	Porcelain dog; Murano style glass woman; plaster figure, "Fiddler on the Roof", chipped - no commercial value; resin figure, seated woman, "Florence"; "Red Ryder" BB gun		
134.	FIGURE - 9" Lladro, standing girl CONDITION: Missing stick		25.00
135.	STEUBEN GLASS (2) Etched signatures		275.00
	- "American Eagle" - 6 1/4", # 8304	200.00	
	- Seashell - 3 1/2" x 4"	75.00	
136.	TABLE Light stain wood, rectangular top, trestle support		40.00
137.	DESK CHAIR Gray upholstery, metal base, flipper arms		10.00
138.	SIDE TABLE Circular mosaic top, metal base		20.00
139.	ARM CHAIRS (2) Rattan and metal, circle back, tapered legs		50.00
140.	SIDE TABLE Circular marble top, tripod metal base		30.00
141.	TELESCOPE - 21" Reproduction 18 <sup>th</sup> Century style reflecting telescope, brass, "Culpepper Instruments, England", "12=059/1982", tripod base		350.00
142.	PLANTER Painted with relief decoration, made in Mexico		50.00
143.	BENCH Black painted metal, scroll arms		40.00
	<b>TOTAL FOR STUDY:</b>		<b>\$2,125.00</b>

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**UPSTAIRS WEST HALL**

144.	PAINTING - 23" X 31" sight size Oil on canvas, river, trees and city, illegible signature, in gold wood frame	\$50.00
145.	LITHOGRAPH 22/275, pencil signed lower right, "Joy", Japanese style, seated woman with bird, in wood frame	30.00
146.	FLOOR VASE Asian style painted ceramic, with artificial arrangement	25.00
147.	CONTENTS OF KITCHEN Small amount of everyday dinnerware, glassware; microwave; coffee maker	40.00
148.	RUNNER - 2 1/2' X 10' Wool, beige and tan squares, black accents	10.00
	<b>TOTAL FOR UPSTAIRS WEST HALL:</b>	<b>\$ 155.00</b>

**WEST UPSTAIRS BATH / CLOSET**

149.	TELEVISION - 19" Vizio, LCD, model no. VA19L HDTV10T	\$30.00
150.	MISCELLANEOUS ON COUNTER Enameled crab; (9) assorted glass perfume bottles, some with chips; silverplate tray	50.00
151.	PRINT - 12" X 9" sight size 96/200, "713", pencil signed lower right, "Mike Levy", King David at Jerusalem, in silver metal frame	25.00
152.	BAKER'S RACK Brown metal, scroll legs, four tiers	30.00
153.	MISCELLANEOUS Potpourri basket; vase with artificial arrangement; pot with arrangement; tree form metal towel rack; ceramic couple; (2) area rugs	25.00
154.	SLIPPER CHAIR Green floral upholstery	25.00
155.	TELEVISION - 19" Vizio, model no. VA19L HDTV10T	30.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

156.	GARMENT STEAMER Rowenta		10.00
	<b>TOTAL FOR UPSTAIRS BATH / CLOSET:</b>		<b>\$ 225.00</b>
	<b>WEST UPSTAIRS BEDROOM</b>		
157.	CHEST OF DRAWERS Late 19 <sup>th</sup> - early 20 <sup>th</sup> Century, stripped finish, shaped top, three drawers		\$75.00
158.	MISCELLANEOUS ON CHEST Plaster sculpture - 22", girl with dog; artificial arrangement in wood pot; lamp, ceramic and wood body, fabric shade		30.00
159.	ARMOIRE Whitewashed pine, overhanging rounded cornice, two doors, fitted interior		400.00
160.	ELECTRONICS		110.00
	- Television - 47", Vizio, model no. M470NV, 2011	100.00	
	- VCR, Panasonic, model no. DVD-S27	10.00	
161.	DOUBLE CHAIR Carved wood frame, leather with nailhead trim, floral fabric seat with accent pillows, by Robb and Stuckey		250.00
162.	NIGHTSTAND Mirror and silver metal, single drawer, two doors		50.00
163.	LAMP Polished metal, white glass shade, adjustable		10.00
164.	SLEIGH BED Medium stain wood, kingsize, together with mattress, box spring and frame		150.00
165.	CHEST Whitewashed pine, carved decoration		40.00
166.	AREA RUG - 8 1/2' X 5' Wool, all over floral decoration on tan field, lightly sculpted		50.00
167.	NIGHTSTAND Medium stain wood, bow front, three drawers, by Tommy Bahama		50.00
168.	LAMP Tiffany style, bronze colored metal base, stained glass shade		45.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

169.	MISCELLANEOUS Upholstered stool; (2) throw rugs - 24" x 34"	30.00
170.	TREADMILL Life Fitness, T3	100.00
171.	PAINTING - 54" X 60" Multi media, abstract flowers, squares, no apparent signature	100.00
172.	FIGURINE - 28" Lladro, Gres finish, woman with paint palette, "Portrait", Ref. No: 4942	600.00
173.	PLANTER Painted with relief decoration, made in Mexico	50.00
174.	BISTRO SET (3) Black painted metal, circular table top, together with (2) side chairs	60.00
175.	BENCH Black painted metal, scroll arms	40.00
	<b>TOTAL FOR WEST UPSTAIRS BEDROOM:</b>	<b>\$2,240.00</b>
 <b>NORTH UPSTAIRS GUEST ROOM</b>		
176.	CHILD'S BENCH Pine, "L" form with storage	\$40.00
177.	CHILD'S ROCKER Rattan and wicker, with pink cushion	25.00
178.	NIGHTSTAND Pine, rectangular top, single drawer	20.00
179.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 96	25.00
180.	BED Light stain wood, fullsize, together with mattress, box spring and frame	75.00
181.	SCREEN - 61" X 36" Light stain wood, three panels, cutouts for photographs	10.00
182.	TELEVISION - 20" JVC, CRT, with VCR CONDITION: Obsolete - no commercial value	0.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

183.	STAND Medium stain wood, bamboo and cane accents	25.00
	<b>TOTAL FOR NORTH UPSTAIRS GUEST ROOM:</b>	<b>\$ 220.00</b>
	<b>SOUTH UPSTAIRS GUEST ROOM</b>	
184.	CHEST Bombé, shaped marble top, medium stained wood, floral decorations, three drawers	\$30.00
185.	LOW CHAIR Woven rattan, wood legs	35.00
186.	ARMOIRE Medium stain wood, overhanging cornice, two doors with lattice inserts, over two solid doors	75.00
187.	TELEVISION - 32" Vizio, LCD, model no. VO32OE, 2009	45.00
188.	WOOD CARVING Painted and carved, seated figure	20.00
189.	GICLÉE - 46" X 64" On canvas, "The Beatles", 353/950, stylized photograph of the album cover of the Beatles first album release in the United States in 1964	100.00
190.	NIGHTSTANDS (2)	65.00
	- Early 20 <sup>th</sup> Century, stripped pine, painted floral decoration, single drawer over door	40.00
	- Medium stain pine, rectangular top, three drawers, bracket feet	25.00
191.	LITHOGRAPHS (2) - 11" X 17" Late 19 <sup>th</sup> Century, landscape with figures and animals, in black and gold wood frames	50.00
192.	SLEIGH BED Medium stain wood, Queen size, head and foot board, together with mattress, box spring, and frame	75.00
193.	LAMP Gold wood, glass decoration, purple shade	25.00
	<b>TOTAL FOR SOUTH UPSTAIRS GUEST ROOM:</b>	<b>\$ 520.00</b>

**WEST GARAGE**

194.	GOLF CART Club Car, white, roof console, headlights, Serial No. CCI102519301, 2010	\$2,000.00
195.	WALL UNITS (2) Mica, brass pulls - no commercial value	0.00
196.	CONTENTS OF WALL UNIT Assorted shoes, towels - no commercial value	0.00
197.	PAINTING - 84" X 48" sight size Barry Leighton Jones, English, (1932 - 2011) Oil on canvas, signed lower right, "Leighton Jones", European dock scene with boats, in gallery wrap frame	100.00
198.	CABINET Medium stain and painted wood, magazine rack	25.00
199.	MISCELLANEOUS (2) Sets golf clubs, with bags; assorted golf bags; step ladder; assorted household items	100.00
	<b>TOTAL FOR WEST GARAGE:</b>	<b>\$2,225.00</b>

**EAST GARAGE**

200.	MISCELLANEOUS Mica cabinet - no commercial value; step ladder; cleaning equipment; vases; shredder	\$30.00
201.	REFRIGERATOR Amana, top freezer, red, 18 cubic foot, Model No. ATF1822MRH00	75.00
	<b>TOTAL FOR EAST GARAGE:</b>	<b>\$ 105.00</b>

**PATIO / POOL AREA**

202.	PATIO FURNITURE Woodard, brown powder coated aluminum with sling seating, consisting of (2) double gliders, serving cart, (6) dining arm chairs, oval dining table/umbrella, (8) swivel bar stools, (2) ottoman, (4) chaise lounges, (3) side tables	\$2,000.00
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SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

203.	METAL STATUARY		2,800.00
	- (2) Metal cranes, 5' and 6'	400.00	
	- (3) Cherubs on a swan	300.00	
	- (3) Children on a log fishing	300.00	
	- Angel holding fish	100.00	
	- Seated boy on stump with fishing pole	300.00	
	- Nude woman on chaise, Leonardo Rossi	1,000.00	
	- Golfer holding clubs and lantern	150.00	
	- Young girl dressed in her mother's clothes, Jim Davidson (located at front entrance)	250.00	
204.	PLANTERS		500.00
	- (4) Large pottery with incised decoration	200.00	
	- (2) Mexican, round	100.00	
	- (3) Assorted ceramic frogs and turtle	100.00	
	- Tall pottery with line decoration (front entrance)	50.00	
	- Pottery with fish decoration	50.00	
205.	MISCELLANEOUS		440.00
	- Cast cement pelican	100.00	
	- Metal pedestal	50.00	
	- Cast cement turtle	35.00	
	- Curved cement and tile bench	50.00	
	- Assorted silk flowers - no commercial value	0.00	
	- Cement succulent; (2) ladles; (6) metal watering cans; (2) terracotta clocks; terracotta pot	60.00	
	- Mexican ceramic giraffe	40.00	
	- (2) Mexican sun plaques	70.00	
	- (2) Plastic pots with silk plant	35.00	
	<b>TOTAL FOR PATIO / POOL AREA:</b>		<b>\$5,740.00</b>
	<b>TOTAL FOR LIONS HEAD LANE:</b>		<b>\$36,270.00</b>

**2494 SOUTH OCEAN BLVD, BOCA RATON, FL**

**ELEVATOR AREA**

206.	ARM CHAIRS (2) Tan leather, wood legs, designed by Umberto Assnago for Giorgetti	\$600.00
207.	CONSOLE TABLE Rectangular marble top, chrome "U" shape support	150.00
208.	OCCASIONAL TABLE Brown metal, circular top, shaped base	50.00
209.	MISCELLANEOUS Painted fabric sun; pewter bowl; artificial arrangement with ceramic vase	40.00
	<b>TOTAL FOR ELEVATOR AREA:</b>	<b>\$ 840.00</b>

**LIVING / DINING AREA**

210.	PAINTING - 48" X 48" sight size Oil on canvas, signed lower left, "R. A. Braudes", landscape with abstract squares, in gold wood frame	\$250.00
211.	WALL UNIT Dark stain oak, three cabinets, two open shelves NOTE: Attached to wall	500.00
212.	ELECTRONICS	450.00
	- Television - 46", Samsung, LCD, model no. LNT4665 FX/XAA, 2007	150.00
	- Bose AV18 Media Center, with subwoofer and (5) speakers	300.00
	- Dish box, VIP 822 DVR - not owned	N/A
213.	MISCELLANEOUS DECORATIVE ITEMS (3) Wood picture frames on stands; (3) vases; candlestick; vase; bowl; floor vase with artificial arrangement	75.00
214.	MIRROR - 23" X 21" Jay Strongwater, enameled birds and butterflies, style no. SHM3012455	2,000.00
215.	SECTIONAL SOFA Beige upholstery, square form, "L" shape, with accessory pillows, rear wood shelving, Bowetepi	400.00
216.	COCKTAIL TABLE Square glass top, chrome supports, smoked glass base	150.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

		30.00
217.	AREA RUG - 7' X 5' Wool, light tan with black stripes, made in India	
		1,000.00
218.	CANDELABRA - 7" X 30" Jay Strongwater, 54/250, branches with leaves and butterflies	
		400.00
219.	TUB CHAIRS (2) Beige leather with dark stain wood trim, by Montbel, with accessory pillows	
		100.00
220.	END TABLE Circular glass mirror top, metal tulip base, by Arteriors	
		200.00
221.	FLOOR LAMP - 75" Designed by Orlando Favaretto, (6) gooseneck lamps, chrome body, plastic shades, by De Majo	
		125.00
222.	MISCELLANEOUS (4)	100.00
	- (2) Orange glass, (1) black and white terracotta, all with artificial arrangements	25.00
	- Artificial arrangement, in glass vase	
		175.00
223.	TILES (7) Multicolor abstract geometric designs, verso reads, "Lineage Tile"	
		300.00
224.	SOFA AND OTTOMAN Designed by Rick Lee, rust leather upholstery, symmetrical form, "Arclounge" by American Leather	
		250.00
225.	END TABLE - 18" X 10" X 12" Circular top, appears to be petrified wood, tripod tapered leg base	
		50.00
226.	PLANT STAND Polished gray metal, square form, single shelf	
		40.00
227.	MISCELLANEOUS Artificial arrangement in glass vase; black metal candlestick	
		250.00
228.	DINING TABLE - 72" diameter Circular glass top, circular six legged metal base	
		1,200.00
229.	DINING CHAIRS (8) Designed by Chi Wing Lo, tan leather back and seat, maple trim and legs, by Giorgetti	
		20.00
230.	ARTIFICIAL ARRANGEMENT In white glazed pot	
		150.00
231.	MIRROR - 84" X 48" Silver wood, wavy form, rectangular mirror plate	

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

232.	SIDE TABLE Designed by Fabio Di Bartolomei, circular glass top, twist glass support, on wood base, by "Fiam", Italy	200.00
233.	VASE Painted frosted glass with artificial arrangement CONDITION: Paint loss	5.00
234.	FLOOR CANDLESTICKS (3) Dark stain wood, Arts and Craft style	30.00
235.	SCULPTURE - 92" Wood, resin, glass, folk art style, painted and decorated board, with glass inset and resin base	100.00
236.	CONTENTS OF HALL BATH Mirror - 28"x 24", gold wood, beveled mirror plate; (2) wall sconces; (2) artificial arrangements in pots	75.00
	<b>TOTAL FOR LIVING / DINING AREA:</b>	<b>\$8,525.00</b>
 <b>MASTER BEDROOM</b>		
237.	PAINTINGS (2) - 18" X 14" sight size Larry Laslo, American, (20 <sup>th</sup> - 21 <sup>st</sup> Century) Picasso style figures, in wood frames	\$600.00
238.	PAINTING - 30" X 43" sight size Kirt G. Brown, American, (20 <sup>th</sup> - 21 <sup>st</sup> Century) Oil on board, titled, "River Bend" signed lower right, "Kirt G. Brown", riverscape, in silver wood frame	150.00
239.	SOFA Tan leather, single arm, loose cushion back and seat, polished metal legs	200.00
240.	OCCASIONAL TABLE Circular glass top, painted metal base	40.00
241.	VASE Blown glass, brown color, bulbous form, with artificial arrangement	25.00
242.	FLOOR LAMP Gray metal base and body, square beige fabric shade	75.00
243.	DOUBLE DRESSER Medium stain wood veneer, rectangular top, six drawers with metal pulls	250.00
244.	TELEVISION - 40" Samsung, LCD, model no. LN40A650S1FXZA, 2008	150.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

245.	<b>BED</b> Medium stain wood veneer and polished metal, king size, two built in night stands, together with mattress, box spring and frame	350.00
246.	<b>LAMPS (2)</b> Plastic and brushed metal, square form, gray fabric shade, by Anthony	80.00
247.	<b>PAINTING - 17" X 16" sight size</b> Kirt G. Brown, American, (20 <sup>th</sup> - 21 <sup>st</sup> Century) Oil on board, titled, "Forever", signed lower right, "Kirt G. Brown", landscape with trees, in silver wood frame	100.00
248.	<b>CONTENTS OF BATH</b> Assorted vases; flower arrangements; bathroom accessories	25.00
	<b>TOTAL FOR MASTER BEDROOM:</b>	<b>\$2,045.00</b>
	 <b>NORTHEAST GUEST ROOM</b>	
249.	<b>BED</b> Queen size, together with mattress, box spring and frame, accessory pillows	\$75.00
250.	<b>SIDE TABLE</b> Demilune, glass top, black and brown metal base, single shelf	60.00
251.	<b>LAMP</b> Brass and leather, oval body, beige fabric shade	40.00
252.	<b>PRINTS (4)</b> Color halftones, assorted tropical subjects, in wood frames	60.00
253.	<b>CHEST OF DRAWERS</b> Light stain wood, pinched waist, seven drawers	100.00
254.	<b>ARTIFICIAL ARRANGEMENTS (2)</b> Roses, in glass vase; lilac flowers in green bowl	35.00
255.	<b>END TABLE</b> Circular wood top, gray metal base	30.00
256.	<b>LOUNGE CHAIR</b> Black leather and tubular steel, recliner, with matching ottoman	100.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

257.	FLOOR LAMP Chrome, adjustable	15.00
<b>TOTAL FOR NORTHEAST GUEST ROOM:</b>		<b>\$ 515.00</b>
<b>KITCHEN / FAMILY AREA</b>		
258.	PAINTING - 60" X 36" sight size Oil on canvas, abstract square, yellow, beige, brown, no apparent signature, in gallery wrap frame	\$100.00
259.	TREADMILL Life Fitness, T3.0	75.00
260.	SOFA Beige leather, two seats with attached circular glass table and lamp	300.00
261.	NESTING TABLES (3) Maple tops, triangle form, tripod base	75.00
262.	MIXED MEDIA (2) - 16" X 16" sight size Scott Hile, American (20 <sup>th</sup> - 21 <sup>st</sup> Century) Abstracts, titled "Shifting gears", "Germination", pencil signed lower right, "S. Hile", in gold wood frame	100.00
263.	COCKTAIL TABLE Multi-pane rectangular glass tops on metal supports, rectangular wood base, metal legs	250.00
264.	MISCELLANEOUS Pewter tray; (3) artificial arrangements in vases; "Athletic Club" plate; fish tray; bowl; assorted books	75.00
265.	AREA RUG - 6' X 8' Dhurrie, flat weave, geometric design	35.00
266.	PRINTS (2) Color halftone, abstract, in silver wood frames CONDITION: Faded - no commercial value	0.00
267.	DECANTERS (2) (1) Clear glass	50.00
268.	TOP SHELF	55.00
	(2) Miscellaneous Asian style bowls	20.00
	(1) Shallow glass bowl - 11", with decoration in relief	15.00
	(1) Asian style bowl, George Briard	20.00

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

269.	SECOND SHELF		40.00
	(8) Glass and metal shakers	10.00	
	- 9" - Glass religious object	10.00	
	- Cream jug and covered sugar on plate	20.00	
	(8) Cut glass bowl, chips, imperfections - no commercial value	0.00	
270.	THIRD SHELF		90.00
	- (2) Bavarian plates with cups	15.00	
	- (2) Laure Japy plates - 12", green trim, decorative center	15.00	
	- (8) Laure Japy plates - 12 1/2", full color center	60.00	
271.	FOURTH SHELF		85.00
	- (5) Tulip flutes - 8"	25.00	
	- (8) Martinis, clear glass bowl, green bubble base	40.00	
	- (4) Martinis, clear glass bowl, twist glass stem	20.00	
272.	BOTTOM SHELF		25.00
	Serving platter, with matching dip bowl, "China"		
273.	TELEVISION - 40"		150.00
	Samsung, LCD, model no. LNT4065FX, 2008		
274.	POT		10.00
	Terracotta		
275.	BAR STOOLS (6)		240.00
	Maple with polished steel support, fabric pillow back with upholstered seat, by Heltzer		
(276)	SERIGRAPH - 33" X 23" sight size		50.00
	Janet Bauman, American (20 <sup>th</sup> - 21 <sup>st</sup> Century)		
	Abstract, Resten Series, I2P-1, pencil signed lower right, "J. Baughman ©2000", in silver wood frame		
277.	DINNERWARE		110.00
	Laure Japy, consisting of (6) plates - 12"; (8) plates - 9"; (8) bowls - 9"		
(278)	MISCELLANEOUS KITCHENWARE		150.00
	Assorted everyday dinnerware, glassware, cookware, small appliances		
	<b>TOTAL FOR KITCHEN / FAMILY AREA:</b>		<b>\$2,065.00</b>
	<b>NORTHWEST GUEST ROOM</b>		
279.	WALL MOUNTED SHELF UNIT		\$150.00
	Medium stain wood, two panels, adjustable shelves		

SIMON L. BERNSTEIN FAIR MARKET VALUE APPRAISAL - EFFECTIVE DATE SEPTEMBER 13, 2012

280.	MISCELLANEOUS ON SHELF UNIT (5) Wood artist mannequins; (2) hurricane candle holders; (2) artist signed pottery vases, brown and tan; (4) assorted vases; artificial plant in pot	100.00
281.	LOUNGE CHAIR AND OTTOMAN Tan leather, art deco style	250.00
282.	NIGHTSTANDS (2) Light stain wood, two drawers, tapered legs	80.00
283.	LAMPS (2) Gold and silver wood, bulbous stepped form, silver paper shade	70.00
284.	BED Polished metal headboard and footboard, full size, together with mattress, box spring and frame	75.00
285.	LITHOGRAPHS (3) - 10" X 5" Abstracts, Geometric "J", Geometric "I", Geometric "H", illegibly pencil signed lower right, in silver frames	60.00
286.	MISCELLANEOUS Green vase with dried branches; color halftone geometric abstract in wood frame	40.00
	<b>TOTAL FOR NORTHWEST GUEST ROOM:</b>	<b>\$ 825.00</b>
	<b>BALCONY</b>	
287.	OUTDOOR FURNITURE Brown Jordan, consisting of (4) chaise lounges, (2) end tables CONDITION: Pitted	\$50.00
	<b>TOTAL FOR BALCONY:</b>	<b>\$ 50.00</b>
	<b>TOTAL FOR SOUTH OCEAN BLVD:</b>	<b>\$14,865.00</b>
	<b>REPORT TOTAL:</b>	<b>\$51,135.00</b>



**SUMMARY**

**7020 Lions Head Lane, Boca Raton, FL**

FOYER	\$2,455.00
LIVING AREA	4,775.00
POWDER ROOM	225.00
DINING AREA^	4,565.00
KITCHEN	2,115.00
FAMILY ROOM	4,685.00
POWDER ROOM 2	120.00
WEST HALL	1,475.00
FIRST FLOOR NORTHWEST GUEST ROOM	600.00
FIRST FLOOR WEST GUEST ROOM	605.00
EAST SITTING ROOM	995.00
STAIRWELL	100.00
STUDY	2,125.00
UPSTAIRS WEST HALL	155.00
WEST UPSTAIRS BATH / CLOSET	225.00
WEST UPSTAIRS BEDROOM	2,240.00
NORTH UPSTAIRS GUEST ROOM	220.00
SOUTH UPSTAIRS GUEST ROOM	520.00
WEST GARAGE	2,225.00
EAST GARAGE	105.00
PATIO POOL AREA	5,740.00
<b>TOTAL FOR LIONS HEAD LANE:</b>	<b>\$36,270.00</b>

**2494 South Ocean Blvd., Unit C-5, Boca Raton, FL**

ELEVATOR AREA	\$840.00
LIVING / DINING AREA	8,525.00
MASTER BEDROOM	2,045.00
NORTHEAST GUEST ROOM	515.00
KITCHEN / FAMILY AREA	2,065.00
NORTHWEST GUEST ROOM	825.00
BALCONY	50.00
<b>TOTAL FOR SOUTH OCEAN BLVD.:</b>	<b>\$14,865.00</b>
<b>REPORT TOTAL:</b>	<b>\$51,135.00</b>

Approx 15,235  
MISSING

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

IN RE: ESTATE OF SIMON BERNSTEIN,  
Deceased

Case No.: 50 2012 CP 004391 NB  
**JUDGE JOHN L. PHILIPS**

WILLIAM STANSBURY,  
Petitioner

v.

TED BERNSTEIN, Trustee of the Shirley  
Bernstein Trust Agreement dated  
May 20, 2008

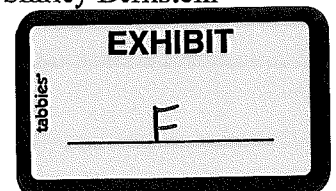
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**AMENDED PETITION TO DETERMINE THE WHEREABOUTS OF MISSING  
TANGIBLE PERSONAL PROPERTY AND FOR PAYMENT OF RESTITUTION  
TO THE ESTATE OF SIMON BERNSTEIN**

COMES NOW, William E. Stansbury (“Stansbury”), creditor of the Estate of Simon Bernstein, and Plaintiff in a lawsuit against the Estate of Simon Bernstein (the “Estate”), et al., by and through his undersigned counsel, and pursuant to Fla. Prob. R. 5.025 (2015), files this Amended Petition to Determine the Whereabouts of Missing Tangible Personal Property belonging to the Estate and for Payment of Restitution to the Estate of Simon Bernstein (“Amended Petition”), and states as follows:

1. Stansbury expressly incorporates by reference as if fully restated herein the facts, arguments and Exhibits set forth in the Petition to Determine the Whereabouts of Missing Tangible Personal Property belonging to the Estate and for Payment of Restitution to the Estate of Simon Bernstein (the “Original Petition”) previously filed by Stansbury.

2. In addition to the items identified as missing in the Original Petition, there are a substantial number of jewelry items that were known to exist after the death of Shirley Bernstein



and before the death of Simon Bernstein that do not appear in the most recent Inventory of the Estate of Simon Bernstein filed by Personal Representative Brian M. O'Connell.

3. More specifically, in 2009, for the Policy Period 8/10/2009-8/10/2010, Simon and Shirley Bernstein renewed a policy of insurance that covered items of jewelry owned by them. The policy included an itemized description of each piece of jewelry insured under the policy along with the amount for which each item was insured. Presumably each item was insured for its then-appraised fair market value. The aggregate value represented by the total of the coverage amounts for each jewelry item equals \$613,932. The Declarations Page and itemized property endorsement are attached hereto as **Composite Exhibit "1."**

4. Shirley died four months later on December 8, 2010. Under the terms of Shirley's Will, Article I, Simon was bequeathed all of Shirley's "personal effects, jewelry, collections, household furnishings and equipment . . ." Article I of Shirley's Will is attached as **Exhibit "2."** After Shirley's death all of the jewelry became Simon's property and part of his estate.

5. Simon died on September 13, 2012. The Co-Personal Representatives of Simon's Estate, Donald Tescher and Robert Spallina, filed an Inventory of the property of the Estate of Simon Bernstein on June 11, 2013 (the "T&P Inventory") and it reflected jewelry items valued at \$63,205. Tescher and Spallina have since resigned as Co-Personal Representatives of the Estate. A copy of the T&P Inventory is attached as **Composite Exhibit "3."** The current Personal Representative, Brian M. O'Connell, filed the most recent Inventory (the "Recent Inventory"), and it also reports the same jewelry valued at \$63,205. The Recent Inventory is attached as **Composite Exhibit "4."**

6. The discrepancy between the value of the itemized pieces of jewelry insured by Simon and Shirley in 2010 and the jewelry reported in the estate property Inventories is

significant. This missing jewelry constitutes a staggering diminution of \$550,727, representing approximately 50% of the Estate's total value of \$1,121,325, as reported in the Recent Inventory!

19. When the Court hears evidence relating the whereabouts of the tangible personal property as issue as raised in the Original Petition, along with evidence relating to the missing jewelry, those responsible should be required by the Court to make restitution to the Estate of Simon Bernstein, jointly and severally, or have Judgment entered against them.

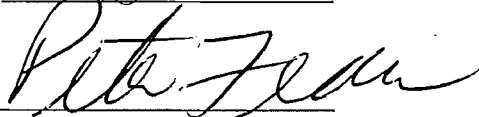
WHEREFORE, Petitioner, WILLIAM STANSBURY, requests that this Court conduct an evidentiary hearing to determine the whereabouts of the missing items of personal property, including the missing jewelry, and if not found, that the Court Order the culpable parties to make full restitution to the Estate of Simon Bernstein, or for the entry of a Final Judgment for the value of the missing property, together with Petitioner's costs, reasonable attorney fees incurred in the bringing of this Petition, and such other relief as the Court deems just and proper.

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded via e-mail service through the Florida E-portal system to those listed on the attached service list, on this 10<sup>th</sup> day of February, 2016.

PETER M. FEAMAN, P.A.  
3695 West Boynton Beach Blvd., #9  
Boynton Beach, FL 33436  
Telephone: (561) 734-5552  
Facsimile: (561) 734-5554  
Service: [service@feamanlaw.com](mailto:service@feamanlaw.com)  
[mkoskey@feamanlaw.com](mailto:mkoskey@feamanlaw.com)

By: \_\_\_\_\_

  
Peter M. Feaman  
Florida Bar No. 0260347

## SERVICE LIST

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*Counsel for Molly Simon, et  
al.*

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Carley Friedstein, Minors  
c/o Jeffrey and Lisa Friedstein  
Parent and natural Guardian  
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[lisa.friedstein@gmail.com](mailto:lisa.friedstein@gmail.com)

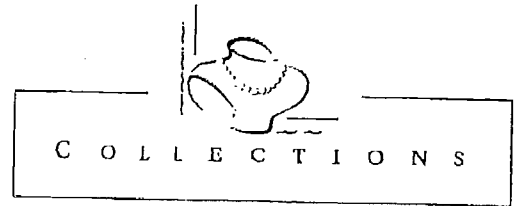
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Bernstein, Minors  
c/o Eliot Bernstein  
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Tel. 561-832-5900  
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*Counsel for Donald R.  
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American Home Assurance Co.  
Name of Issuing Company

Renewal Declarations Page

## Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

**Policy Number:**

PCG 0001332360

**Policy Period:** 08/10/2009 - 08/10/2010

At 12:01 A.M. standard time at your mailing address shown below

**Name of Insured and Mailing Address:**

Simon & Shirley Bernstein  
7020 Lions Head Lane  
Boca Raton, FL 33496

**Agency Name, Address, Phone # & Code:**

MarketScout Corporation-IL  
40 W222 LaFox Rd Suite Q2  
St. Charles, IL 60175

(630) 377-9430

0053923

**YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.**

The kind of losses that are covered and any special limits or deductibles that apply are explained in detail in your Policy.

**Summary of Coverage**

Class	Scheduled Items Amount of Coverage	Blanket Items Amount of Coverage	Blanket Items Single Article Limit	Premium
JEWELRY				

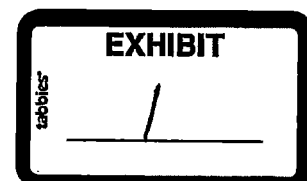
Citizens Property Insurance Corporation Emergency Assessment: \$80.00

Total Premium: \$8,061.00

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

PCP (03/06), PCG-GLBA (03/06), PCP-AEFL (03/06)

PCP-DEC-FL (09/07)



## Schedule of Items

Endorsement Effective Date : 08/10/09

Policy Number: PCG 0001332360

### JEWELRY

Item Description	Amount Insured
1 1 LDS 18K YG DIA BANGLE BRACELET 4.70 CT	\$22,045
2 LDS 18K YG ROLEX WATCH PRESIDENT MODEL	\$12,175
3 LDS 18K YGDIAMOND AND PEARL RING	\$14,995
4 1 PR 18K YG DIAMOND & PEARLEARRINGS 1.50 CTS	\$16,406
5 18K YG & WG DIAMOND RING	\$19,097
6 18K WG DIAMOND & JADE RING SET	\$4,357
7 18K YG & PLAT DIAMOND RUBY SAPP EMERALD RING	\$16,406
8 18K YG LAPIS & DIAMOND MARQUISE SHAPE	\$3,460
9 18K YG PLAT DIA DOME RING 71 ROUND DIAMONDS	\$9,869
10 PR 18K YG DIAMOND HOOP EARRINGS 4.48 CTS	\$13,842
11 18K YG AND WG MOBE PEARL & DIAMOND RING	\$2,820
12 18K YG PLAT MULTI COLOR DIAMOND CLUSTER RING	\$30,503
13 14K YG PLAT DIAMOND CLUSTER RING 2.25 CTS	\$6,023
14 18K YG & WG BLACK OPAL & DIAMOND RING	\$23,454
15 18K YG 3/8" WIDE DOG COLLAR NECKLACE 38.5 DWT	\$3,717
16 18K YG GARNET & DIAMOND PENDANT	\$13,202
17 18K YG COMMEMORATIVE ISRAEL MEDALLION PEND WATCH	\$8,587
18 18K WG CHOPARD LDS DIA BANGLE BRACELET WATCH	\$17,302
19 18K YG & DIAMOND W/ GREEN ENAMEL BANGLE BRACELET	\$7,691
20 18K YG BANGLE BRACELET SET W/ OPALS RUBY SAP DIA	\$8,587
21 18K YG 27" OVAL AND TWIST LINK NECKLACE	\$3,460
22 18K YG TWISTED LINK& ROPE BAR LINK NKLC 15 1/2	\$3,844
23 18K YG & WG 36" DOUBLE ROPE CIRCLE WG ROPE SQUARE	\$4,486
24 1 JADE BEAD NECKLACE 1 JADE PENDANT	\$6,153
25 LADIES DIAMOND RING 1 ROUND 4.77 CT & 2 TAPERED BAGUETTE .60 TOTAL WEIGHT SET IN PLATINUM	\$51,652
26 ONE PAIR DIA/PLATINUM EARRINGS 2.07 CTW H/SI	\$17,174
27 18K DIAMOND NECKLACE	\$12,303
28 18KT LADIES DIAMOND NECKLACE SET WITH ROUND BRILLIANT CUT PAVE DIAMONDS 5.81 CTS VS1 CLARITY, F-G COLOR	\$13,072
29 RING SET IN PLATINUM, MTG RECTANGLE CUT DIAMOND 7.17 CARAT WEIGHT, COLOR H, CLARITY SI-2, WITH TWO TRILLIANTS DIAMONDS 1.45 CARAT	\$247,250

TOTAL JEWELRY AMOUNT COVERED \$613,932



WILL OF

SHIRLEY BERNSTEIN

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("SIMON"). My children are TED S. BERNSTEIN ("TED"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "Existing Trust"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

LAST WILL  
OF SHIRLEY BERNSTEIN

Shirley BERNSTEIN

TESCHER & SPALLINA, P.A.

EXHIBIT

tabbies

2

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF PROBATE DIVISION  
SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB  
Deceased.

**AMENDED INVENTORY**

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this Amended Inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description

NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description

Estimated Fair Market Value

NONE

*(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)*

OTHER REAL ESTATE IN FLORIDA:

Description

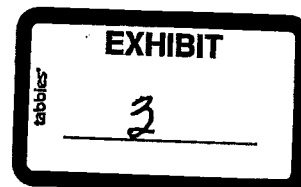
Estimated Fair Market Value

NONE

\$

Total Real Estate in Florida – Except Exempt (Protected) Homestead

\$



Estate of Simon Bernstein  
File No. 502012CP004391 IZXXXX SB  
AMENDED INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

<u>Description</u>	<u>Estimated Fair Market Value</u>
Legacy Bank of Florida - Acct. Ending 2587	\$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.27
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE \$ <u>1,155,719.40</u>	

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

*NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.*



Estate of Simon Bernstein  
File No. 502012CP004391ZXXXX SB  
AMENDED INVENTORY

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

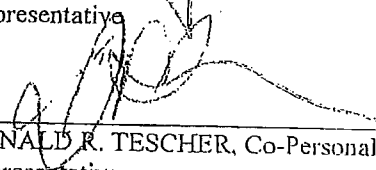
Signed on this 24<sup>th</sup> day of Dec, 2013.



ROBERT L. SPALLINA, Esq.  
Attorney for Personal Representative  
Florida Bar No. 497381  
Tescher & Spallina, P.A.  
4855 Technology Way, Suite 720  
Boca Raton, FL 33431  
Telephone: (561) 997-7008  
Primary: [rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)  
Secondary: [kmoran@tescherspallina.com](mailto:kmoran@tescherspallina.com)



ROBERT L. SPALLINA, Co-Personal Representative



DONALD R. TESCHER, Co-Personal Representative



IN THE CIRCUIT COURT FOR PALM BEACH  
COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

SIMON L. BERNSTEIN  
Deceased.

FILE NO: 502012CP004391XXXXSB

**INVENTORY BY BRIAN M. O'CONNELL, AS  
SUCCESSOR PERSONAL REPRESENTATIVE**

The undersigned Successor Personal Representative of the estate of SIMON L. BERNSTEIN, deceased, who died September 12, 2012 submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of this Personal Representative:<sup>1</sup>

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead: NONE

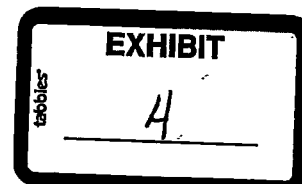
REAL ESTATE IN FLORIDA – Non Exempt Homestead: NONE

*(Whether or not homestead property is exempt from the claims of creditors, is properly devised and is a probate asset may have to be determined by appropriate proceedings.)*

OTHER REAL ESTATE IN FLORIDA: NONE

Total Real Estate in Florida – Except Exempt (Protected) Homestead \$ 0.00

<sup>1</sup> This Inventory reports all assets which have come into the possession and knowledge of the undersigned as Successor Personal Representative as of this date. The undersigned plans on conducting discovery as to possible additional assets and an Amended Inventory will be filed, if necessary.



12-1-14

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Sabadell Bank -- estate checking account # 15346	\$ 11,735.84
JP Morgan -- estate checking account	25,531.59
JP Morgan -- estate inherited IRA account # 8004	559,217.78
Promissory Note dated July 1, 2008, payable to Decedent by Bernstein Family Realty LLC	365,000.00
Jewelry (as of 5/14/13 appraisal by A. Matteini & Co.)	63,205.00
Furniture & furnishings (as of 1/22/13 appraisal by Robert A. Hittel)	51,135.00
Reimbursements owed to the Estate by Bernstein Family Realty LLC for expenses and legal fees per Schedule D of the T&S Accounting and per Schedule E of the Amended Accounting of Curator	25,500.00
Reimbursements owed to the Estate by the Simon Bernstein Insurance Trust for legal fees per Schedule D of the T&S Accounting and per Schedule E of the Amended Accounting of Curator	20,000.00
LIC Holdings, Inc. (Company stock held at corporate office per Schedule E of the Amended Accounting of Curator)	Unknown
Objection to the Final Accounting of Personal Representative for the time period of September 13, 2012 through February 28, 2014, dated August 13, 2014	Unknown
Claim for insurance proceeds pending under <u>Simon Bernstein Irrevocable Trust DTD 6/21/95 v. Heritage Union Life Insurance Company</u> , Case Number 13 cv 3643 (N.D. Ill., E. Div.)	Unknown
Total Personal Property -- Wherever Located	\$1,121,325.21

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE

(Except exempt (protected) homestead)

\$ 1,121,325.21

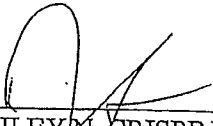
All real estate located outside the State of Florida owned by the decedent of which the Personal Representative is aware, if any, is described on a schedule attached hereto, [If none, so indicate]

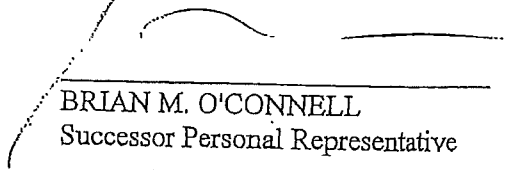
NONE KNOWN AT THIS TIME.

*NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the Personal Representative obtained an independent appraisal for that asset and, if so, a copy of the appraisal. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.*

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on December 1, 2014.

*94238*  
  
\_\_\_\_\_  
#AR ASHLEY N. CRISPIN  
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Secondary email: [probateservice@ciklinlubitz.com](mailto:probateservice@ciklinlubitz.com)

  
\_\_\_\_\_  
BRIAN M. O'CONNELL  
Successor Personal Representative

[Print or Type Names Under All Signature Lines]